

**REQUEST FOR PROPOSALS**

**PREPARATION OF PHASE I DEVELOPMENT PLAN DOCUMENT SUPPORTING THE  
FORMATION OF REGIONAL SOLID WASTE MANAGEMENT AUTHORITIES (RSWMA)**

**RFP # 09-01**

**This Request for Proposals is issued by:**

**Southeast Conference  
612 West Willoughby  
P.O. Box 21989  
Juneau, AK 99802  
Telephone: (907) 523-2327  
FAX (907) 463-5670**

**Date of Issue: January 6, 2009**

## **SECTION ONE**

### **INTRODUCTION AND INSTRUCTIONS**

#### **1.1 Purpose**

Southeast Conference (SEC) is soliciting proposals for the provision of assistance to cities and boroughs in Southeast Alaska as they work to complete Phase I of a development plan for a proposed Regional Solid Waste Management Authority (RSWMA) as defined at Alaska Statute (AS) 29.35.800-29.35.925 (hereafter “the RSWMA Statute.”) This Request for Proposals (RFP) describes work required by the successful contractor.

A contract will be executed between SEC and the successful contractor to provide for the services detailed below within the timelines established in this RFP.

#### **1.2 Issuing Office Address**

The issuing office for this RFP is:

Southeast Conference  
612 West Willoughby  
P.O. Box 21989  
Juneau, AK 99802  
Telephone: (907) 523-2327  
FAX (907) 463-5670

#### **1.3 Project Information**

Copies of the RFP package may be obtained at the address below. SEC assumes no liability for incorrect addresses or non-delivery of RFP packages by public carriers.

Southeast Conference  
612 West Willoughby  
P.O. Box 21989  
Juneau, AK 99802  
Telephone: (907) 523-2327  
FAX (907) 463-5670

#### **1.4 Mailing Address and Deadline for Receipt of Proposals**

Respondents must submit one complete electronic copy (in pdf format) of their proposal on CD ROM, and one hard copy with original signature, to SEC offices by 4:00 p.m. on February 9, 2009. Responses must be in a sealed envelope clearly labeled with the RFP number and delivered to:

Southeast Conference  
612 West Willoughby  
P.O. Box 21989  
Juneau, AK 99802  
Attention Shelly Wright  
[shellyw@seconference.org](mailto:shellyw@seconference.org)

Proposals must be received at SEC offices no later than 4:00 p.m., February 9, 2009. Failure to meet the deadline will result in disqualification of the proposal without review.

#### **1.5 Contact Person**

Any technical or procedural questions regarding this RFP, contract documents, or associated information should be addressed to Ms. Shelly Wright at the issuing office.

#### **1.6 Required Review**

Respondents shall carefully review this solicitation without delay for defects and questionable or objectionable matter. Questions, objections, or comments must be made in writing and received no later than January 24, 2009. This will allow issuance of necessary amendments to prevent opening of a defective solicitation upon which award could not be made, but which would result in the exposure of the offeror's proposals. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made, in writing, before the time set for opening.

#### **1.7 Amendments**

Should SEC consider it necessary to revise any part of this RFP significantly, or to extend or truncate the proposal timeline, addenda will be provided to all potential offerors who have been provided the RFP.

## 1.8 Proposal Timeline

Below is SEC's estimated timeline. This schedule is for information only, as dates may vary depending on the date of actual RFP issuance, response, and contract award.

<u>Step</u>	<u>Day</u>
1 RFP available	January 9, 2009
2 Questions/objections/comments due to SEC	January 24, 2009
3 Responses to significant questions e-mailed	January 31, 2009
4 Deadline for submitting proposals	February 9, 2009
5 Evaluation process completed	February 16, 2009
6 Notice of intent to award mailed	February 22, 2009
7 Contract negotiation completed	February 27, 2009
8 Execute contract	5 days after board approval
9 Contract start date	5 days after board approval
10 Target Contract Period End Date	120 days after board approval

## SECTION TWO

### STANDARD PROPOSAL INFORMATION

#### **2.1 Authorized Signature**

Proposals shall be signed by an individual who has authority to bind the proposer to its provisions. The proposal shall remain valid for at least 90 days from the proposal receipt deadline.

#### **2.2 Partial and Multiple Proposals**

Multiple proposals from the same respondent will not be accepted. Proposals to perform only part of the services required will not be accepted.

#### **2.3 Right of Waiver or Rejection**

SEC reserves the right to waive minor informalities in proposals, to reject any and all bids, to evaluate alternative methods, and to award a contract to the bidder most advantageous to SEC and in the best interest of participating communities.

SEC reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal(s) shall not affect that right.

#### **2.4 Incurred Costs**

SEC shall not be liable for costs incurred in proposal or contract preparation, for valid and legal termination of this RFP, or for termination of the contract resulting from this RFP.

Costs incurred by respondents in preparation of proposal(s), including travel and personal expenses, may not be charged as an expense of performing the contract.

#### **2.5 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of SEC and will be returned only at its option.

All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to issuance of a Notice of Intent to Award. Thereafter, proposals will become public information.

## **2.6 Licenses**

The successful contractor [prime contractor(s) and subcontractors] will be required to hold a valid Alaska Business License and applicable professional licenses required by Alaska Statute.

## **2.7 Evaluation of Proposals**

For purposes of evaluation, proposals may be reviewed and evaluated by any person, other than respondents, at the discretion of SEC. All proposals will be reviewed and evaluated by a committee of qualified persons representing SEC. The committee shall make a recommendation to the SEC Board of Directors as to the proposal that most closely meets the requirements of this RFP. The committee is **not** required to choose the lowest cost proposal. The final selection rests with the SEC Board of Directors.

## **2.8 Oral Presentations**

The evaluation committee reserves the right to require selected offerors to make an oral presentation. Such presentations provide the contractor an opportunity to clarify the proposal and to ensure mutual understanding of its content. SEC will schedule presentations if they are deemed necessary. Costs associated with this presentation will be borne by the potential contractor(s).

## **2.9 Contract Negotiations**

Upon completion of the evaluation and proposal selection process, contract negotiations will commence. It is anticipated that all contract negotiations will be held at the SEC office, 612 West Willoughby, Juneau, AK, 99801, or by teleconference.

## **2.10 Failure to Negotiate**

If the selected contractor fails to provide the necessary information for negotiations in a timely manner, fails to negotiate in good faith, or cannot perform the contract within the costs submitted in the proposal, SEC may terminate negotiations and negotiate with the next highest ranked contractor, or terminate award of the contract.

## **2.11 Notice of Intent to Award**

After completion of the evaluation process, SEC will issue a Notice of Intent to Award to all respondents. This Notice will contain the names and addresses of all the respondents, including the intended recipient of the contract.

## SECTION THREE

### STANDARD CONTRACT INFORMATION

#### **3.1 Contract Approval**

This RFP does not obligate SEC to perform until a contract is signed and approved by the parties. If approved, it is effective from the date of approval by SEC. SEC shall not be responsible for work done, even in good faith, prior to approval of the contract, unless specific provisions are made in the contract.

#### **3.2 Proposal as Part of the Contract**

The successful proposal will become an integral part of the contract awarded. It will not, however, be considered the total binding obligation for the contract. Any and all proposal conditions may be included, at the discretion of SEC, as a part of the final negotiated and approved contract.

#### **3.3 Additional Terms and Conditions**

SEC reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to clarification, definition, administrative, legal, and cost requirements.

#### **3.4 Non-Collusion**

In responding to this RFP the individual signing the response is certifying under penalty of perjury that the price submitted was independently arrived at without collusion with other parties.

#### **3.5 Insurance Requirements**

The successful respondent must secure satisfactory insurance coverage detailed in the contract. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

#### **3.6 Standard Contract Provisions**

The successful respondent will be required to sign a contract for professional services with SEC.

The form of SEC's standard contract for professional services is included with this RFP as Attachment C. SEC will assume that respondents accept the terms and conditions set

forth in the contract included as Attachment C unless respondents identify, as part of their written proposals, those terms and conditions to which they object and include, also as part of their written proposals, proposed revisions to the SEC's standard contract terms and conditions. The successful respondent's proposals for revisions to SEC's standard contract terms and conditions, if any, will be subject to negotiation with SEC prior to award and execution of a contract for services.

The contractor will be required to comply with the general contract provisions of and applicable sections of the RFP. Any alteration of these general contract provisions must be approved first in writing by SEC.

### **3.7 Contract Personnel**

All significant contractor project team members shall be identified in the proposal. SEC reserves the right to approve or disapprove any change in the successful respondent's project team members whose participation in the project is specifically offered in the respondent's proposal. This is to assure that persons with vital experience and skills are not arbitrarily removed from the project by the contractor.

Any change in contractor personnel shall be submitted in writing to SEC for review and approval before the change is made. Contractor personnel changes which impact the work in any manner may be cause for SEC to terminate the contract.

The successful contractor shall have the right to subcontract a portion of the work. All respondents must list in their proposals the names and addresses of subcontractors and the type and percentage of work they will be providing.

All subcontractors must be approved by SEC prior to contract award. If during the term of the contract the prime contractor finds it necessary to replace subcontractors identified in the original proposal, SEC will consider such subsequent assignments or replacements, provided however, that ten (10) days written notice is given by the contractor and written approval is obtained from SEC prior to commencement of any work by the recommended substitute subcontractor.

### **3.8 Reimbursement for Unacceptable Deliverables**

The contractor is responsible for quality, accuracy, and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by SEC at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate a substantial failure on the part of the contractor, SEC may terminate the contract for default. Furthermore, SEC may require the contractor to reimburse any moneys paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

### **3.9 Payment of Invoices**

Contractor shall invoice for professional services and reimbursable expenses on the schedule, in the form and subject to any limitations provided in the contract for services; provided, however, that the contractor shall not invoice more frequently than once each month for work completed during the preceding month.

Invoices will be detailed, including dates worked, hours worked per date, applicable hourly rate, and specific tasks performed. Claims for reimbursable expenses will be similarly detailed.

Contractor's invoices shall be subject to review and approval by the SEC Executive Director prior to payment. SEC will pay invoices within 30 days after receipt and SEC approval of the invoices.

## **SECTION FOUR**

### **Responsibilities of Contractor**

#### **4.1 Technical Assistance**

The Southeast Conference is seeking proposals from qualified contractors to complete Phase I of a two-phase process to write a development plan for a proposed regional solid waste management authority (RSWMA). Formation of a RSWMA is provided for at Alaska Statutes 29.35.800 through 29.35.925.

#### **4.2 Background**

SEC members are working together toward the formation of a RSWMA as a means of addressing municipal solid waste disposal issues in Southeast Alaska. Among these issues are:

- Long-term costs of transshipment of MSW out of state;
- Uncertainties regarding the transport of MSW through British Columbia and Washington State;
- Potential costs, benefits, and economic opportunities for communities in managing the waste within the region.

The RSWMA statute provides a legal structure from which communities can address solid wastes issues collectively while ensuring that participating individual communities have an equal footing in forming and operating an authority, and also providing liability protection for member communities.

The Southeast Conference, with funding from its membership, and from the Denali Commission, has written a draft enabling ordinance that would create a RSWMA. The Southeast Conference now seeks to pair that ordinance with a document that will inform

the region's municipalities and voters of the possible paths that a newly formed Southeast Alaska RSWMA board of directors might take upon formation. The SEC will present the enabling ordinance and Phase I development plan to the governing bodies of the region's municipalities for consideration of approval in 2009.

### 4.3 **Tasks**

A. Review the following studies, reports and documents:

Engineering and other feasibility studies relating to solid waste management in Southeast Alaska to date, including

- *Municipal Solid Waste Disposal Alternatives – Southeast Alaska: Developing Regional Solutions*. Prepared by Smith Bayliss LeResche, Inc., July 2006 Draft
- *Alaska Solid Waste Entity Formation – A Look at Options to Coordinate Transfer, Handing and Disposal of Sold Wastes in Alaskan Communities*. Prepared by Ecology & Environment, Inc. and Cedarbrook Consulting, October 31, 2005.
- *Alaska Solid Waste Regionalization Report*. Prepared by The Alaska Chapter of the Solid Waste Association of North America, May 1999.
- *Regional Management Options for Selected Municipal Solid Waste Streams – Final Report*. Prepared by Ross & Associates in association with R. W. Beck and Associates, September 1991.

Other related documents:

- *Forming a Regional Solid Waste Management Authority – the Enabling Ordinance*, a report prepared for the Southeast Conference by James Van Altvorst, Van Altvorst & Associates, and Robert P. Blasco, Hoffman, Silver, Gilman & Blasco, March 24, 2008.
- Alaska Regional Solid Waste Management Authority Act (AS 29.35.800 – 29.35.925)
- Southeast Conference's Draft 3–Revision 01 of a proposed ordinance to create a Regional Solid Waste Management Authority to provide regional solid waste management services in Southeast Alaska, noting in particular Section 13 – Development Plan.

B) After reviewing the studies, reports and documents identified in “A” above, consult with Southeast Conference staff and Southeast Conference RSWMA Project Steering Committee members, individually and collectively, as necessary to develop a full understanding of:

- The general space, facility and program requirements of the proposed RSWMA in the short-, mid- and long-term; and
- The probable need for the proposed RSWMA to acquire land or real property as defined in AS 29.35.920(6) or to design, construct or acquire one or more “projects” as defined in AS 29.35.920(5) and AS 29.35.920(7) in the short-, mid- and long-term; and

- Section 13 of Draft 3–Revision 01 of the proposed enabling ordinance, which requires the proposed RSWMA to prepare and maintain an approved Development Plan; and
  - The SEC RSWMA Project Steering Committee’s September 5, 2008, action to prepare RSWMA Development Plan – Phase I for use by the SEC and Southeast Alaska municipalities as they consider introducing the proposed enabling ordinance for formal consideration and adoption.<sup>1</sup>
- C) Based upon information gathered in “A” and “B” above, prepare a discussion draft of the RSWMA Development Plan – Phase I for the Proposed Regional Solid Waste Management Authority, which Plan will include, but not be limited to, the following elements:
1. Discussion of the general purpose and process for preparing the RSWMA’s development plan.
  2. Identification and discussion of the major components of a Development Plan as a guideline for Phase II of the preparation of the RSWMA’s Development Plan.
  3. Example projects. Projects selected for this purpose must be based upon information and understandings gathered in “A” and “B” above, and must reflect the probable need for the proposed RSWMA to acquire land or real property as defined in AS 29.35.920(6), or to design, construct or acquire one or more “projects” as defined in AS 29.35.920(5) and AS 29.35.920(7) in the short-, mid- and long-term. Further, projects selected for this purpose must be described and discussed in a manner consistent with the requirements of Section 13 of the proposed enabling ordinance. Finally, inclusion of example projects in the draft RSWMA Development Plan – Phase I must clearly indicate that the example projects are included in the RSWMA Development Plan – Phase I “for illustration purposes only.”

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<sup>1</sup> In taking that [September 5, 2008] action, the Steering Committee recognized the pioneering nature of any effort to form a RSWMA in Alaska and that municipal elected and appointed leaders and the general public will require considerable information about the proposed authority and its activities before authorizing the formation of a RSWMA. The Steering Committee determined that a Development Plan, or key components of a Development Plan could provide critically important information to communities as they consider this matter. At the same time, the Steering Committee recognized that the detailed planning required under Section 13 of the proposed enabling ordinance is properly the function of the Board of Directors of the RSWMA, once formed. To bridge that gap, the Steering Committee envisioned a two-phase process:

1. RSWMA Development Plan – Phase I: Prior to public introduction of the proposed enabling ordinance to form a RSWMA, the SEC would prepare a RSWMA Development Plan – Phase I, which Plan would include, but not be limited to, the following elements:
  - a. Develop and describe the general purpose and process for preparing the RSWMA’s development plan.
  - b. Identify the major components of a Development Plan as a guideline for Phase II work to follow.
2. RSWMA Development Plan – Phase II: After the RSWMA is created, the RSWMA Board of Directors would review and refine, as it may deem necessary or appropriate, the elements of the Development Plan prepared under Phase I. The Board of Directors would then complete the balance of the Development Plan and seek approval of the Participating Municipalities as called for under Section 13 of the enabling ordinance.

4. Present the draft RSWMA Development Plan – Phase I to the SEC RSWMA Project Steering Committee at one or more Steering Committee meetings. The Steering Committee typically meets by teleconference. Be prepared to discuss the proposed Phase I plan with Steering Committee members, and to advise the Steering Committee regarding the development of the draft RSWMA Development Plan – Phase I.
5. Revise the draft RSWMA Development Plan – Phase I as necessary in response to Steering Committee discussion and direction. This process may require one or more meetings. Present revised drafts RSWMA Development Plan – Phase I to the SEC RSWMA Steering Committee at one or more Steering Committee meetings.
6. After the SEC RSWMA Project Steering Committee approves the draft RSWMA Development Plan – Phase I for public dissemination, prepare and submit an original bound copy of the final report and two digital copies of the final report on CD or DVD to SEC. One digital copy of the report will be in PDF file format; the other copy will be in MS Word file format.
7. Attend the 2009 SEC Mid-Winter Meeting in March 2009 and meet with RSWMA Steering Committee.

## **SECTION FIVE**

### **Responsibilities of SEC**

#### **5.1 Meeting Facilities**

SEC will provide teleconference facilities for all RSWMA Steering Committee meetings. SEC will also provide facilities for in-person mid-session summit meeting in March 2009.

#### **5.2 Staff Support**

SEC will provide staff support to the project as requested by the RSWMA Steering Committee and approved by the SEC Executive Director, typically to include dissemination of meeting materials to SEC members, and notice of meetings to Steering Committee and SEC members.

## **SECTION SIX**

### **Proposal Preparation and Submission Instructions**

SEC is seeking an innovative and cost effective proposal to assist the SEC RSWMA steering committee. Proposals should not exceed ten total pages, not including attachments. A responsive proposal consists of the following:

**6.1 Cover letter or title page** with name, address, telephone and fax number, date of proposal, and name of contact.

**6.2 Background and Experience**

Company background - provide a description of bidding company.

Related project experience – summarize relevant company experience.

Employee experience - provide a list of the personnel who will be involved in the collection program, including their degree, training, experience, and a description of their involvement with the program.

Licenses and/or permits - provide evidence that the company is licensed to conduct business in the State of Alaska.

**6.3 Proposal**

Provide a description of the bidder's proposed staff and management for this project including name of project manager. List the number of personnel by job type.

**6.4 Cost proposal**

Provide information on costs, using Attachment A.

**6.5 Proposed project schedule**

Provide information on project schedule using Attachment B.

**SECTION SEVEN**

**Proposal Scoring and Evaluation**

**7.1 Proposal evaluation**

All proposals received on time from contractors will be reviewed and evaluated by a committee of qualified persons. The committee shall make their recommendation to the SEC Executive Director for selection of the proposal which most closely meets the requirements of this RFP. The committee is **not** required to choose the lowest cost proposal. The final selection rests with the SEC Board of Directors.

Proposal evaluation will be based on background, experience, costs, project plan, and project schedule as presented in section 7.2. Costs associated with this contract are based on hourly rates and reimbursable costs.

**7.2 Evaluation Criteria and assigned point values**

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
<p>Company background/experience</p> <ul style="list-style-type: none"> <li>• Does the contractor demonstrate a successful work history with solid waste projects involving technical, financial and administrative evaluation of existing facilities and services; analysis of economic and technical feasibility of proposed or existing facilities and services; and planning, designing, engineering and constructing or implementing facilities and services?</li> <li>• Does the contractor demonstrate a successful work history in Alaska?</li> <li>• Does the contractor demonstrate a successful work history in Southeast Alaska?</li> </ul>	20
<p>Employee experience and qualifications</p> <ul style="list-style-type: none"> <li>• Do the employees assigned to this project demonstrate a successful work history with solid waste projects involving technical, financial and administrative evaluation of existing facilities and services; analysis of economic and technical feasibility of proposed or existing facilities and services; and planning, designing, engineering and constructing or implementing facilities and services?</li> <li>• Do the employees assigned to this project demonstrate successful experience writing technical reports or management plans, which, while detailed and complex, can be readily used by local government elected officials and managers to develop broad public understanding of and support for the development of solid waste management projects?</li> <li>• Do the employees assigned to this project demonstrate a successful work history in Alaska?</li> <li>• Do the employees assigned to this project demonstrate a successful work history in Southeast Alaska?</li> </ul>	30
<p>Project plan and timeline</p> <ul style="list-style-type: none"> <li>• Is the contractor’s project plan responsive to the responsibilities detailed in the RFP?</li> <li>• Is the contractor’s timeline clearly stated, reasonable and justified?</li> </ul>	30
<p>Cost</p> <ul style="list-style-type: none"> <li>• Proposer offering the lowest overall cost will receive 20 points. Other proposals scored comparatively.</li> </ul>	20

Total	100
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ATTACHMENT A

TASK	COST		
	Est. Hours	Hourly Rate	Est. Cost
Task A: Review studies, reports, and documents.	_____	\$ _____	\$ _____
Task B: consult with Southeast Conference staff and Southeast Conference RSWMA Project Steering Committee members.	_____	\$ _____	\$ _____
Task C: prepare a discussion draft of the RSWMA Development Plan – Phase I.	_____	\$ _____	\$ _____
Task D: Present the draft RSWMA Development Plan – Phase I to the SEC RSWMA Project Steering Committee	_____	\$ _____	\$ _____
Task E: Revise the draft RSWMA Development Plan	_____	\$ _____	\$ _____
Task F: prepare and submit an original bound copy of the final report and two digital copies of the final report	_____	\$ _____	\$ _____
TaskG: Attend the March 2009 SEC mid-winter summit in Juneau to meet with steering committee and SEC membership, totaling one eight hour day.	_____	\$ _____	\$ _____
Attendance at the March 2009 SEC mid-winter summit in Juneau to meet with steering committee and SEC membership, totaling one eight hour day.		Reimbursable Expenses	
	\$ _____		
Total Cost		\$ _____	

ATTACHMENT B

<b>PROPOSED PROJECT SCHEDULE <sup>2</sup></b>			
<b>TASK</b>	<b>Estimated Beginning Date</b>	<b>Estimated Completion Date</b>	<b>Estimated Total Days to Complete</b>
Task A: Review studies, reports, and documents.	1		
Task B: Consult with Southeast Conference staff and Southeast Conference RSWMA Project Steering Committee members.			
Task C: Prepare a discussion draft of the RSWMA Development Plan – Phase I.			
Task D: Present the draft RSWMA Development Plan – Phase I to the SEC RSWMA Project Steering Committee			
Task E: Revise the draft RSWMA Development Plan			
Task F: Prepare and submit an original bound copy of the final report and two digital copies of the final report			
Task G: Attend the March 2009 SEC mid-winter summit in Juneau to meet with steering committee and SEC membership, totaling one eight hour day.	TBD	TBD	1
<b>Estimated Project Work Schedule <sup>3</sup></b>			

<sup>2</sup> Identify dates as the estimated number of calendar days required to complete each Task. The Proposed Schedule begins at Task A with the effective date of the contract for services.

<sup>3</sup> If the estimated total days to complete Project Work exceed the SEC’s desired project schedule (See Section 1.8 of this RFP), append a brief discussion of the reasons to Attachment B.

Attachment C  
DRAFT AGREEMENT  
Between  
SOUTHEAST CONFERENCE  
And  
CONTRACTOR

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between the **Southeast Conference**, a non-profit corporation, 612 W. Willoughby Avenue, P.O. Box 21989 Juneau, Alaska 99802, hereinafter called "**CONFERENCE**," and \_\_\_\_\_, whose address is \_\_\_\_\_, licensed and qualified to do business within the State of Alaska, hereinafter called "**CONSULTANTS**."

RECITALS

- a) **CONFERENCE** desires the performance, provision, and accomplishment of the work, services and materials described and set forth in section 1 and Exhibit A.
- b) **CONSULTANTS** represents that it is ready, able and qualified to perform, and will perform, in all respects, all of the work, services, and materials, and to otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

**NOW, THEREFORE, IT IS AGREED**, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein, and made a part hereof, as follows

**Section 1: Agreement to Perform.** The **CONFERENCE** hereby agrees to engage the timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the work described in section 2 (Scope of Work) hereof at the times, in the manner, and for the consideration and payments hereinafter set forth.

**Section 2: SCOPE OF WORK.** **CONSULTANTS** shall perform, supply, and provide all of the work, services and materials [hereinafter collectively referred to as the "project work"] as set forth and described

\_\_\_\_\_  
\_\_\_\_\_

in Exhibit A all of which documents are included in Exhibit A attached hereto and incorporated herein by this reference.

**Section 3: Time for Commencement and for Completion of Professional Services.**

- a) **Commencement.** **CONSULTANTS** shall commence the work called for in this agreement upon the giving of a Notice to Proceed by the **CONFERENCE**
- b) **Completion.** Upon giving of Notice to Proceed, the work called for in this agreement shall be performed and completed as follows:

All Work shall be completed to the satisfaction of the **CONFERENCE** in accordance with the agreed upon proposed project schedule as reflected in Attachment B, and no later than \_\_\_\_\_.

**Section 4:** Compensation and Payment.

Contractor shall invoice for professional services and reimbursable expenses on the schedule, in the form and subject to any limitations provided in the contract for services; provided, however, that the contractor shall not invoice more frequently than once each month for work completed during the preceding month.

- a. Invoices will be detailed, including dates worked, hours worked per date, applicable hourly rate, and specific tasks performed. Claims for reimbursable expenses will be similarly detailed.
- b. Contractor's invoices shall be subject to review and approval by the SEC Executive Director prior to payment. SEC will pay invoices within 30 days after receipt and SEC approval of the invoices.

**Section 5:** No Additional Work. No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this agreement, or by a written amendment thereto signed by both parties, done or furnished by the **CONSULTANTS** will provide the **CONFERENCE** with an estimated monthly billing schedule within two weeks following Notification to Proceed from Southeast **CONFERENCE**.

**Section 6:** Conference's Contracting Officer. For purposes of this agreement, the **CONFERENCE**'s contracting officer shall be the Southeast Conference Executive Director, or such other person as is designated in writing by the **CONFERENCE**.

**Section 7:** CONSULTANTS Qualifications> The **CONSULTANTS** expressly represents and warrants it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment at the times, and in a professional and workmanlike manner and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

**Section 8:** CONSULTANTS Responsible for Personnel. The **CONSULTANTS** has or will secure, at **CONSULTANTS**' own cost and expense, all personnel and subcontractors required to perform this agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in not event be deemed to be and are not employees, agents,

or representatives of the **CONFERENCE** and such persons shall have no contractual or other relationship of the **CONFERENCE**, and **CONFERENCE** shall have no responsibility of liability whatsoever to any of said persons or for the acts or omissions of any of such persons.

**Section 9:** Independent CONSULTANTS. The parties hereto expressly agree that the **CONSULTANTS** shall be and is an independent contractor and is not an employee of agent of the **CONFERENCE** and is, therefore entitled to no insurance coverage, whether worker's compensation or otherwise and no other benefits accorded to **CONFERENCE'S** employees. No withholding, FICA or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to the **CONSULTANTS**, it being understood that the **CONSULTANTS** is solely responsible therefore, provided **CONFERENCE** shall be entitled to withhold such retain age or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

**Section 10:** Forms TO BE Provided to CONSULTANTS. The **CONFERENCE** shall provide the **CONSULTANTS** with any special forms required by the **CONFERENCE** for reporting to the **CONFERENCE** and the necessary instruction regarding proper use of the forms.

**Section 11:** Termination

- a) Termination for Cause. This agreement may be terminated in whole or in part in writing by **CONFERENCE** In the event of failure by **CONSULTANTS** to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Section 20 hereof.
- b) Termination for Convenience of **CONFERENCE**. This agreement may be terminated in whole or in part in writing by the **CONFERENCE** for **CONFERENCE'S** convenience provided the **CONSULTANTS** is given not less than thirty (30) calendar days prior written notice of intent to terminate in the manner provided in Section 20 hereof.
- c) Termination for withdrawal of Funds: In the event funding from the State, federal or other sources is withdrawn, reduced, or limited in any way after the Notice to Proceed has been issued to the **CONSULTANTS** from the **CONFERENCE**, the **CONFERENCE** may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. Notice to the **CONSULTANTS** shall be in the manner as specified in Section 20.
- d) In the event termination is for the convenience of the **CONFERENCE** pursuant to (b) above, or termination for withdrawal of funds pursuant to (c) above, the

**CONSULTANTS** shall be paid for the services or other work that has been actually performed prior to the effective time of such notice of intent to terminate and for reimbursement of any reimbursable expenses that were actually expended and paid prior to the effective time so such notice of intent to terminate, and the **CONFERENCE** shall not be liable or responsible for any loss of profits or any other damages, amounts or payments whatsoever to the **CONSULTANTS**.

e) Upon receipt of the termination notice pursuant to paragraphs (a) or (b) above, the **CONSULTANTS** shall promptly discontinue all services unless the notice directs otherwise.

f) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in the section shall be due or payable to **CONSULTANTS** in the event of termination.

**Section 12: Conflict of Interest.** The **CONSULTANTS** covenants, warrants and represents that the **CONSULTANTS** has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter of the performance of this agreement. The **CONSULTANTS** further covenants, warrants and represents that in the performance of this agreement, no person having any such interest shall be employed.

**Section 13: Reporting and Records.** **CONSULTANTS** shall furnish regular twice monthly activity reports to **CONFERENCE** and these reports shall relate the extent of **CONSULTANTS'** activities accomplished and scheduled pursuant to this agreement.

**Section 14: Hold Harmless and Indemnity.** The **CONFERENCE**, it's officers, employees and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act of omission of **CONSULTANTS**, or by any of **CONSULTANTS'** officers, employees, agents, representatives, contractors, or subcontractors in the performance or non-performance of this agreement, and **CONSULTANTS** further agrees to appear and defend, and to indemnify and save free and harmless liabilities, penalties, fines or damages, whether or not valid and for any cost and expense, including reasonable attorney's fees, incurred by the **CONFERENCE**, it's officers, employees or agents on account of any claim therefore, including claims by reasons of any defects in any plans, drawings, specifications, computer programs, technical reports, or other work product of **CONSULTANTS** prepared for or submitted to the **CONFERENCE** pursuant to this agreement provided said claim is not based upon a use of said plans, drawings, specification or other work product for other than the purposes for which such data was prepared and submitted to the **CONFERENCE**.

The **CONSULTANTS**, its officers, employees and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act of **CONFERENCE**, or by any of **CONFERENCE'S** officers, employees, agents, or representatives related to the performance or non performance of this agreement, and **CONFERENCE** further agrees to appear and defend, and to indemnify and save free and harmless the **CONSULTANTS** and its officers, employees and agents from and against any of the foregoing claims, liabilities, penalties, fines or damages, whether or not valid and for any cost and expense, including reasonable attorney's fees, incurred by the **CONSULTANTS**, its officers, employees or agents on account of any claim therefore.

**Section 15** Insurance.

- a) General Commercial Liability Insurance. **CONSULTANTS** agrees to keep and maintain in full force at **CONSULTANTS'** expense during the entire period of the project or work called for their, broad from general commercial liability insurance with limits of not less than One Million Dollars (\$1,000,000).
- b) Errors and Omission insurance will not be required.

**Section 16:** Independent Contractor: No Authority to Bind CONFERENCE. The parties hereto agree that **CONSULTANTS** is an independent **CONSULTANTS** and is not and shall not be construed to be a partner, joint venture, employee or agent of the **CONFERENCE** and shall not, and is not authorized to enter into or make any contracts, agreements to enter into any understanding with any other person, corporation, partnership, joint venturer, or other entity, in the name of or for the benefit of the **CONFERENCE**.

**Section 17:** No Third Party Beneficiaries. Nothing in this agreement shall be construed to give any person other than the **CONFERENCE** and the **CONSULTANTS** any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of the **CONFERENCE** and the **CONSULTANTS**.

**Section 18:** Payment of Taxes. The **CONSULTANTS** shall timely pay all federal, state, and local sales, excise or other taxes or assessments incurred by the **CONSULTANTS**.

**Section 19:** Assignment and subletting Prohibited. The **CONSULTANTS** shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this agreement or the rights there under, nor shall the **CONSULTANTS** delegate any of

his/her/its duties hereunder without the prior written consent of the **CONFERENCE**. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting, or other disposition, or the attempted assignment, disposition or delegation of duties or rights shall be null and void, and of no force or effect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of the **CONFERENCE**.

**Section 20:** Notice. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail or emailed at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon the expiration of twenty-four (24) hours after the time of mailing if mailed as provided in this section.

**CONFERENCE:**

Southeast Conference  
612 West Willoughby  
P.O. Box 21989  
Juneau, Alaska 99802-1989  
Attention: Shelly Wright  
Email: [shellyw@seconference.org](mailto:shellyw@seconference.org)

**CONSULTANTS:**

**Section 21:** Equal Employment Opportunity

- a) The **CONSULTANTS** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry,

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

b) The **CONSULTANTS** shall state in all solicitations for advertisements for employees to work on contact jobs to be let in the performance of this agreement, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, or sex.

c) The **CONSULTANTS** agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other State efforts to guarantee fair employment practices under this agreement, and said **CONSULTANTS** will comply promptly with all requests and directions from the State Commission of Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

d) Full cooperation as expressed in the forgoing clause ( c ) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination is such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said **CONSULTANTS** to be witnesses of complainants in any proceeding involving question of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska of the **CONFERENCE**, participating in meetings, submitting periodic reports of the equal employment aspects of present and future employment, assisting in inspection of relevant facilities, and promptly complying with all State directives deemed essential by any office or agency of the State of Alaska, or the **CONFERENCE**, to insure compliance with all Federal and State laws, regulation, and policies pertaining to the prevention of discriminatory employment practices.

e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause without liability.

**Section 22:** Workers Compensation Coverage. The **CONSULTANTS**, if subject to the provisions of the Alaska Workers' Compensation Act (AS 23.30), shall, upon request, provide the **CONFERENCE** and the State of Alaska with proof, furnished by the insurance carrier, of current coverage by worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an ap-

proved current certificate of self-insurance by the Alaska Worker's Compensation Board. The **CONSULTANTS** further acknowledges and agrees that in the event if fails to maintain proper Worker's Compensation coverage, the State will implement the provisions as AS 23.03.045(c) and the **CONFERENCE**, at its option, may terminate this agreement for cause without liability.

**Section 23:** Pay Requests, Statement Concerning Claims and Final Release.

- a) All pay requested, whether for a progress payment or final payment, shall be made to the **CONFERENCE** in writing.

**Section 24:** Miscellaneous.

a. Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto, not by any third party, as creating the relationship of principal and agent or of partnership, or joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of **CONFERENCE** and an independent contractor..

b. **CONFERENCE** recognizes the importance of all types of advocacy and budgets for continuation of projects and activities. **CONSULTANTS** will not use state or federal grant funds to influence or attempt to influence any member of the Executive or Legislative branches of government (including any agency employee) for the purpose of securing a grant or contract or an extension, renewal, or modification of these funds.

c. Terminology. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

d. Non-waiver. No delay or omission of the right to exercise any power by either party shall impart any such right to power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent of approval by either party to any act by the other party of a nature

requiring consent of approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

e. Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate Court sitting in the City of Juneau, First Judicial District, Alaska.

f. Paragraph Headings. The headings of the several section and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

g. Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives. Heirs, successors and assigns.

h. Compliance with Laws and Regulations. **CONSULTANTS** shall, at **CONSULTANT'S** sole cost and expense, comply with all the requirements of all local, State, or Federal laws, ordinances or regulations now in force, or which may hereafter be in force, pertaining to this agreement, or the project of work to be performed, and shall faithfully observe in the performance of this agreement, all local, State, and Federal laws, ordinances and regulations now in force or which may hereafter be in force. Contractor shall also comply with applicable provisions contained within OMB Circular A-133, Audits of states, Local Governments and Indian Tribal Governments; OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit and Commercial Organization; OMB Circular A-122, Cost Principles for Nonprofit Organization; and assurances on Standard Forms SF 424b(non-construction projects).

i. Terms Construed as Covenants and Conditions. Every term and each provision of this agreement performable by **CONSULTANTS** shall be construed to be both a covenant and a condition.

j. Entire Agreement. This agreement and any schedules, appendices or exhibits attached hereto sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

k. Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Section 25: Maximum Amount of Contract:** CONSULTANTS acknowledges and agrees CONFERENCE’S funding is of a limited nature and source and CONFERENCE shall in no event be liable for payment of any amounts under this agreement, or otherwise, in excess of the total amount of [REDACTED], excluding mutually-agreed expenses for travel and office costs, without prior written approval of CONFERENCE.

WHEREFORE the parties have entered into this agreement the date and year first above written at the Southeast Conference office in Juneau, Alaska.

**CONFERENCE:**

SOUTHEAST CONFERENCE

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

Shelly Wright

Executive Director

**CONSULTANTS:**

## Exhibit A

### SCOPE OF WORK

The CONSULTANTS shall prepare Phase I development plan to be presented with the enabling ordinance to the governing bodies of the region's municipalities for consideration of approval in 2009.

In summary, to accomplish the objectives, it will be necessary for the **CONSULTANTS** to:

Review the following studies, reports and documents:

Engineering and other feasibility studies relating to solid waste management in Southeast Alaska to date, including:

- a. *Municipal Solid Waste Disposal Alternatives – Southeast Alaska: Developing Regional Solutions*. Prepared by Smith Bayliss LeResche, Inc., July 2006 Draft
- b. *Alaska Solid Waste Entity Formation – A Look at Options to Coordinate Transfer, Handling and Disposal of Solid Wastes in Alaskan Communities*. Prepared by Ecology & Environment, Inc. and Cedar brook Consulting, October 31, 2005.
- c. *Alaska Solid Waste Regionalization Report*. Prepared by The Alaska Chapter of the Solid Waste Association of North America, May 1999.
- d. *Regional Management Options for Selected Municipal Solid Waste Streams – Final Report*. Prepared by Ross & Associates in association with R. W. Beck and Associates, September 1991.

2. Other related documents:

- a. *Forming a Regional Solid Waste Management Authority – the Enabling Ordinance*, a report prepared for the Southeast Conference by James Van Altvorst, Van Altvorst & Associates, and Robert P. Blasco, Hoffman, Silver, Gilman & Blasco, March 24, 2008.
- b. Alaska Regional Solid Waste Management Authority Act (AS 29.35.800 – 29.35.925)
- c. Southeast Conference's Draft 3–Revision 01 of a proposed ordinance to create a Regional Solid Waste Management Authority to provide regional solid waste management services in Southeast Alaska, noting in particular Section 13 – Development Plan.

- B) After reviewing the studies, reports and documents identified in “A” above, consult with Southeast Conference staff and Southeast Conference RSWMA Project Steering Committee members, individually and collectively, as necessary to develop a full understanding of

The general space, facility and program requirements of the proposed RSWMA in the short-, mid- and long-term; and

The probable need for the proposed RSWMA to acquire land or real property as defined in AS 29.35.920(6) or to design, construct or acquire one or more “projects” as defined in AS 29.35.920(5) and AS 29.35.920(7) in the short-, mid- and long-term; and

Section 13 of Draft 3–Revision 01 of the proposed enabling ordinance, which requires the proposed RSWMA to prepare and maintain an approved Development Plan; and

The SEC RSWMA Project Steering Committee’s September 5, 2008, action to prepare RSWMA Development Plan – Phase I for use by the SEC and Southeast Alaska municipalities as they consider introducing the proposed enabling ordinance for formal consideration and adoption.<sup>4</sup>

- C) Based upon information gathered in “A” and “B” above, prepare a discussion draft of the RSWMA Development Plan – Phase I for the Proposed Regional Solid Waste Management Authority, which Plan will include, but not be limited to, the following elements:

Discussion of the general purpose and process for preparing the RSWMA’s development plan.

Identification and discussion of the major components of a Development Plan as a guideline for Phase II of the preparation of the RSWMA’s Development Plan.

- D) Provide Two (2) bound copies of the final report to be delivered in hard copy and one copy in electronic format.

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<sup>4</sup> In taking that [September 5, 2008] action, the Steering Committee recognized the pioneering nature of any effort to form a RSWMA in Alaska and that municipal elected and appointed leaders and the general public will require considerable information about the proposed authority and its activities before authorizing the formation of a RSWMA. The Steering Committee determined that a Development Plan, or key components of a Development Plan could provide critically important information to communities as they consider this matter. At the same time, the Steering Committee recognized that the detailed planning required under Section 13 of the proposed enabling ordinance is properly the function of the Board of Directors of the RSWMA, once formed. To bridge that gap, the Steering Committee envisioned a two-phase process:

3. RSWMA Development Plan – Phase I: Prior to public introduction of the proposed enabling ordinance to form a RSWMA, the SEC would prepare a RSWMA Development Plan – Phase I, which Plan would include, but not be limited to, the following elements:
  - a. Develop and describe the general purpose and process for preparing the RSWMA’s development plan.
  - b. Identify the major components of a Development Plan as a guideline for Phase II work to follow.
4. RSWMA Development Plan – Phase II: After the RSWMA is created, the RSWMA Board of Directors would review and refine, as it may deem necessary or appropriate, the elements of the Development Plan prepared under Phase I. The Board of Directors would then complete the balance of the Development Plan and seek approval of the Participating Municipalities as called for under Section 13 of the enabling ordinance.

