



Request for Proposal

City of Minden

520 Broadway
Minden, LA 71055

Issued: September 30, 2021

Due: October 25, 2021 – 10:00 a.m.

SOLID WASTE REMOVAL AND DISPOSAL SERVICES

The City of Minden is soliciting written proposals, on a competitive basis from qualified companies to provide, Solid Waste Removal and Disposal Services for Residential and Apartment Complexes. The RFP specifications may be obtained at the Office of the Mayor at Minden City Hall, 520 Broadway, Minden, LA 71055 or from the City's website at www.mindenusa.com.

The proposal, as submitted, should include all rates and information related to the services requested by the RFP specifications. If selected, your proposal shall be the basis for negotiating a contract with the City of Minden. Your proposal must be received in the office of the City Clerk **no later than 10:00 a.m. on October 25, 2021**. Proposals should be addressed to:

**Office of the City Clerk
City of Minden
P.O. Box 580
Minden, LA, 71058-0580**

The proposal package shall include one (1) original (clear identified as original), six (6) copies and one (1) digital CD of your proposal. The package must be sealed and marked with the Proposers name and **“CONFIDENTIAL, “SOLID WASTE REMOVAL AND DISPOSAL SERVICES”** noted on the outside.

Sincerely,

Terry Gardner
Mayor
City of Minden

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I. INTRODUCTION

The City of Minden is seeking proposals from interested and qualified contractors to provide SOLID WASTE REMOVAL AND DISPOSAL SERVICES for RESIDENTIAL and APARTMENT COMPLEXES. Interested contractors are asked to prepare and submit proposals in accordance with instructions provided where one candidate will be selected and invited to enter into a contractual relationship with the City of Minden for the services outlined in this RFP. The period covering this agreement shall be January 01, 2022 through December 31, 2028. There shall be an option to renew this agreement for three (3) additional one (1) year periods.

II. PROPOSER REQUIREMENT

All Proposers must:

1. Provide written statement that you adhere to all Title VI requirements.
2. Provide a written statement stating the ability to provide a surety bond or letter of credit equal to \$ 500,000.
3. Provide written statement that you have all appropriate licenses and certifications required in the State of Louisiana to perform the services and procure all permits, pay all charges, taxes, and fees.
4. Provide written statement you have the necessary equipment, expertise, skills, and knowledge to perform services.
5. Be able to furnish and pick up garbage containers from various locations as referenced in specifications.
6. Provide written statement you have an office located in Webster Parish.
7. Provide written statement that you have or have access to a Landfill facility at all times for the disposal of all refuse removed from the City of Minden, with the exception of construction and demolition material as provided by State law.
8. Return Rate Sheet and Signature Sheet with your Proposal

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Office of the City Clerk
City of Minden
P.O. Box 580
Minden, LA – 71058-0580**

IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS SHALL NOT BE ANSWERED. The deadline for submitting written questions shall be TUESDAY, OCTOBER 19, 2021 - 10:00 a.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Respondents requesting additional information or clarification are to contact the Office of the City Clerk in writing at mfluhr@mindenusa.com or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **10:00 a.m., Monday, October 25, 2021**. Facsimile or e-mailed proposals shall not be accepted since they do not contain original signatures. Postmarks shall not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, shall this deadline be extended.

V. PROPOSAL TIMELINE

The City of Minden reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	October 01, 2021
Proposal Due Date	October 25, 2021 – 10:00 a.m.
Bid opening	October 25, 2021 – 10:00 a.m.
Evaluation Due Date	October 27, 2021 – 04:00 p.m.
Company interviews	October 28, 2021
City Council Workshop	October 29, 2021 – 10:00 a.m.
Awarding Bid during Council Meeting	November 01, 2021 – 05:30 p.m.
Written Notification of Award	November 02, 2021

The City of Minden may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the City of Minden to award a contract. The City of Minden reserves the right to accept or reject any or all proposals if the City of Minden determines it is in the best interest of the City of Minden to do so. The City of Minden shall notify all Proposers, in writing, if the City of Minden rejects all proposals.

b. Modifications

The City of Minden reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straight forward, concise description of capabilities to satisfy the requirements of this RFP.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

d. Proposal Presentation

1. One (1) original (clearly identified as original) six (6) copies and one digital CD of the proposal are required.
2. The proposal package must be sealed and marked with the Proposers name and **"Confidential - Solid Waste Removal and Disposal Services" with due date and time indicated.**
3. Proposals must be in ink. Erasures and "white-out" are not permitted.

Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The City of Minden shall not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Louisiana sales tax shall not be included in the Contractor's proposal.

e. **Incurred Costs**

This RFP does not commit the City of Minden to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

f. **Final Authority**

The final authority to award a contract rests solely with the City of Minden's City Council.

g. **Proposal Validity**

Proposals submitted hereunder shall be firm for at least sixty- (60) calendar days from the due date unless otherwise qualified.

h. **Disclosure of Proposal Contents**

Contractor understands and acknowledges that the City of Minden is a governmental entity subject to the laws of the State of Louisiana and that any reports, data, or other information supplied to the City of Minden is subject to being disclosed as a public record in accordance with the laws of the State of Louisiana. All proposals and other materials submitted become the property of the City of Minden. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and before the time to Award is issued. Thereafter, proposals shall become public information.

VII. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review – All proposals shall be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and comply with all the requirements of the RFP.
 - b. Proposers must meet the Proposer Requirements outlined in this RFP.

2. Technical Review- Proposals meeting the above requirements shall be evaluated based on the following criteria:
 - a. Each proposal shall be reviewed by City of Minden staff, which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, the Mayor will recommend the successful bidder to the City Council, who makes the final decision.
 - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - Qualifications of personnel.
 - Ability to present a clear understanding of the scope of the project.
 - Project methodology.
 - Previous experience with similar projects.
 - Cost to the City of Minden

3. Oral Presentation - The City of Minden reserves the right to interview, or requires an oral presentation from, any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the staff, some or all Proposers who submit an Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the City Council. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain

qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation shall be scheduled by the City Clerk. Interviews and oral presentations are strictly an option of the City of Minden and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

B. CONTRACT AWARD

Contract(s) shall be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer shall become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The City of Minden reserves the right to negotiate any portions of the successful Proposers fees and scope of work.

VIII. GENERAL REQUIREMENTS

a. Scope of Contract

The purpose of this bid is to secure an agreement to provide services for the collection, transportation and disposal of solid waste from residential units and apartment complexes. The City of Minden wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process.

All solid waste collected shall be deposited at a Landfill disposal site designated by the Contractor provided it is permitted or approved to receive and dispose of such waste by the Louisiana Department of Environmental Quality ("DEQ"). The Contractor shall negotiate directly with the owner and/or operator of the disposal site for permission to use the site and the Contractor shall bear all disposal costs.

b. Type of Collection

The Contractor shall provide receptacles (as defined) and curbside collection of an unlimited amount of residential garbage to each residential unit one (1) time per week. The Contractor shall provide curbside collection of an unlimited amount of yard waste, rubbish and bulky waste to each residential unit one (1) time per week. Curbside refers to that portion of the roadway adjacent to paved or traveled City streets (including alleys), where mail service is provided. Bags, containers and limbs, etc. shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right of way, bags, containers and limbs shall be placed as close as practicable to an access point for the collection vehicles.

Bags, containers and limbs shall be placed at the specified collection point for collection by 5:00 o'clock a.m. on the designated collection day. Contractor may decline to collect any bags, container or limbs not so placed at the collection point as specified above. Proper locations of bags, containers or bundles at curbside shall be the responsibility of the resident. Failure of the Contractor and the resident to agree on the proper location shall be decided by the City.

Contractor will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The Contractor, however, will be required to notify the City of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure. The Contractor shall, through special arrangements with the City, provide solid waste pickup as needed for the severely handicapped households. Consideration shall be given to the handicapped/disabled who are unable to place their solid waste at the curb. Persons so classified shall be determined by the Contractor. Appeals can be made to the City and a representative of the Contractor.

So that an accurate number of customers can be determined, within 30 days after the execution of the contract, a joint house count between Contractor and City shall be performed to determine the actual number of units to be serviced. The actual number of units counted and agreed upon by the parties shall be used to determine the amount of monthly billings for the following year. Confirmation of the actual number of customers shall be performed once annually if so requested by the Contractor or City.

The Contractor shall provide bin (dumpster) service for the collection of garbage, yard waste, rubbish and bulky waste from apartment complexes. Contractor shall provide bins (dumpsters). Those apartment complexes presently being serviced on a door-to-door basis shall continue to be serviced at that level of service.

c. Operation

1. Hours of Operation - Collection of solid waste shall not start before 6:00 o'clock a.m. Exceptions to hours shall be effected only upon the mutual agreement of the Owner and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection due to unusual circumstances.
2. Routes of Collection – Collection routes shall be established by the Contractor and approved by the Owner. Such approval shall not unreasonably be withheld. Contractor, at its expense, shall cause to be placed in the newspaper of general circulation in the City once per year, notice of collection routes.
3. Holidays – The Contractor may decide to observe holidays. In the event the Contractor does observe holidays, he must notify the Owner at the beginning of each year as to which holidays he will observe and what would be the cost to the Owner to require collection on the holiday. Contractor will cause the general public to be notified of Contractor's collection schedule for the week of an observed holiday one (1) week prior to the observed holiday. The contract shall maintain at least weekly collection to units affected by a holiday. Should the Contractor wish to change the holiday schedule, he shall notify the City at least two weeks in advance.
4. Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. The Contractor shall furnish a toll-free telephone line for customer support and complaints. In the case of alleged missed scheduled collections, the Contractor shall investigate, and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within 24 hours after the complaint is received. The Contractor shall maintain a complaint log listing, at a minimum, the date, time, name of person making the complaint and the action taken. The complaint log shall be available upon request by the City.

5. Collection Equipment – The Contractor shall provide at least two (2) compactor trucks and two (2) spare trucks for regular collection services and one late model large truck for bulk yard waste. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of the Contractor. Vehicle bodies used for the collection and transportation of garbage, rubbish, or other waste materials containing putrescible matter shall be of the enclosed, load packer type, weather tight, leak proof, constructed of durable metal and easily cleanable. All collection vehicles must be radio/dispatcher operated. The Contractor shall provide the City with a list of all equipment complete with their registration number. The list shall be updated monthly. Employees of the Contractor must be identifiable with uniform consisting of company logo on shirt pockets area of shirt, jacket, and on headgear if utilized.
6. Hauling – All solid waste hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.
7. Disposal – All solid waste collected for disposal by the Contractor shall be hauled to the Landfill provided it is permitted or approved to receive and dispose of such waste by DEQ or to a permitted or approved disposal site designated by the Contractor if authorized by the City. The charge for disposal shall be included in the rate set forth in the proposal for each unit collected by the Contractor. The disposal fee for residential and apartment complex waste will be paid by the Contractor.
8. Point of Contract – All dealings, contacts, etc., between the Contractor and the Owner shall be directed by the Contractor to the Mayor or the City Clerk and by the Owner to Contractor's Division President.
9. Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but he shall not be required to collect any waste material that has not been placed in containers or in the manner described so that leaking, spillage or blowing are prevented. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter.

IX. General Conditions

a. Compliance with laws

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

b. Compliance with OSHA

The Contractor shall comply with all Federal Occupational Safety and Health Administration (OSHA) standards, rules, and regulations.

c. Civil Rights and Discrimination

The Contractor shall adhere in hiring and employment practices to the provisions of all federal, state, and local laws which relate to civil rights and discrimination.

d. Effective date

This Contract shall be effective upon execution. Performance of such Contract shall begin on the 1st day of **January 2022**, unless extended by the Owner.

e. Nondiscrimination

The Contractor shall not discriminate against any person of race, sex, creed, color, religion or natural origin. This nondiscrimination clause shall be included in any subcontracts associated with the performance of this agreement.

f. Indemnity

The Contractor will indemnify, save harmless, and exempt the Owner, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of or in any way concerning or incident to any work done in the performance of this Contract or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the Owner, its officers, agents, servants and employees.

g. Licenses and Taxes

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes such as truck license tax or fee, sales tax, etc. required in connection with the collection and disposal of solid wastes which are in effect at the time of the execution of this contract. All other taxes or fees imposed by any governmental agency thereafter shall be submitted to the City for approval before the Contractor passes such taxes or fees on the City.

h. Term of the Contract

The Contract shall be for a seven (7) year period beginning upon the performance of the Contract and ending seven (7) years thereafter. The initial seven (7) year term of this contract shall include an option to extend this contract for three (3) additional one (1) year periods, unless either party notifies the other party in writing, not less than ninety (90) days prior to the expiration of the initial seven (7) year term and/or to the end of each individual extension year of its intention to terminate this contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

i. Insurance

The Contractor shall at all times during the Contract maintain in full force and effect, Employer" Liability, Workmen" Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Owner and before commencement of work hereunder the Contractor agrees to furnish the Owner Certificates of Insurance or other evidence satisfactory to the Owner to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

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

<u>Coverages</u>	<u>Limits of Liability</u>
Excess Umbrella Liability	\$5,000,000 each occurrence
Environmental Impairment Liability	\$3,000,000 each occurrence
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000
Bodily Injury Liability Except Automobile	\$ 500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$ 500,000 each occurrence \$ 500,000 aggregate
Automobile Bodily Injury Liability	\$ 500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$ 500,000 each occurrence

j. Performance Security

The Contractor will be required to furnish a corporate surety bond or letter of credit as security for the performance of this Contract. Said surety bond or letter of credit shall be in the amount equal to \$500,000.

Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Letters of credit shall be issued by banks chartered in the United States of America.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State.

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Please return this sheet with your Proposal

k. Rates

1. For providing containers and once a week curbside garbage collection and once a week curbside collection yard waste, rubbish and bulky waste to residential units, \$ _____ dollars and _____ cents per residential unit per month.
2. For providing bin (dumpster) collection of garbage, yard waste, rubbish and bulky waste to apartment complexes, (apartments presently served with individual containers will continue that service and will be billed at the residential rate) \$ _____ dollars and _____ cents per individual unit of apartment complex per month.
3. For clean-up for special occasions or natural disasters at \$ _____ dollars and _____ cents per hour per collection vehicle.
4. Initial disposal cost per ton, \$ _____ of solid waste at the disposal facility

I. Basis and Method Payment:

1. Solid Waste Rates

For solid waste collection, transportation, and disposal pursuant to this contract, the charges shall be as specified in III.K and adjusted in accordance with this Section or Sections III.S., III.T., III.U., and III.V. of this contract.

2. Modification to Rates

The fees which may be charged by the Contractor for the third and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) and the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category "Gasoline", both as published by the U.S Department of Labor, Bureau of Labor Statistics. As of the last month of the second year of the Contract and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be increased or decreased for the ensuing twelfth month period in a percentage amount equal to 90 percent of the net percentage change of the All Items Index plus 10 percent of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the Contract and the Index value for the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract. All CPI related adjustments will have a cap of two and a half (2.5 %) percent either upward or downward each year, beginning with the third year.

As soon as possible after a Rate Modification Date, contractor shall send to the Owner, a comparative statement setting out for both the All Items Index and the Gasoline Index (1) the value on the first full month prior to the commencement of the Contract; (2) the index value on the Rate Modification Date preceding the date of the statement; the net percentage change; (4) the composite percentage change equal to 90 percent of the net percentage change in the All Items Index plus 10 percent of the net percentage change in the Gasoline Index; (5) and the increase or decrease in the fees which may be charged by the Contractor. On the next billing date after the receipt of the comparative statement, the Owner shall pay to the Contractor or the Contractor shall credit to the Owner, as the case may be, a lump sum equal to any increase or decrease applicable to that portion of the current period which has elapsed and, thereafter, the fees charged by the Contractor shall be modified to reflect any change until a different comparative statement is received by the Owner.

Any taxes or fees imposed by any governmental unit shall be in addition to Consumer Price Index adjustments.

In addition to the above, the Contractor may petition the Owner for additional rate and price adjustments at reasonable times on the basis of unusual changes in its costs of operation, such as revised laws, ordinances, or regulations; and for other reasons. Rates are also subject to modifications contained in sections III.S., III.T., III.U. and III.V.

3. Non-complying garbage, rubbish, bulky waste and yard waste

Contractor will develop a system to notify customers when garbage, curbside rubbish, bulky waste or yard waste does not comply with the specifications as addressed in the contract. A tag identifying the problem will be attached to the customer's receptacle.

4. Contractor Billings to Owner

The Contractor shall bill the Owner for service rendered within ten (10) days following the end of the month and the Owner shall pay the Contractor on or before the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall verify the number of units serviced in a manner acceptable to the Owner.

5. Audit

In the event that a rate increase is requested by the Contractor, the City shall be provided with an audit of the Contractor showing such date as is necessary to determine the reason for such rate increase. This requirement shall not be required for increased rates provided for in Paragraph L.2. herein.

6. Transferability of Contract

No assignment of this contract or any right occurring under this shall be made in whole or in part by the Contractor, either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Contractor, without the express prior written consent of the Owner, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor.

7. Non-exclusive Contract

The Contractor shall be the sole and exclusive agent to provide solid waste collection, transportation and disposal services for and on behalf of the Owner. This agreement shall not constitute a franchise or exclusive right to collect from residential units or apartment complexes within the City.

8. Ownership

Title to solid waste shall pass to the Contractor when placed in Contractor's vehicle.

9. Discontinued service and other breaches of the contract

Should the Contractor fail to produce the solid waste collection and disposal services, other than from causes such as natural acts of God, riots, war, federal, state or local regulation changes, fires, or other differences beyond the reasonable control of the contractor, required by this agreement for a period in excess of two consecutive, scheduled working days, the City may take the following actions:

- a. Notify Contractor by certified mail that if service is not resumed within 24 hours, the city, at its option, will take possession of all of the Contractor's equipment and facilities used in performance of this Contract.
- b. Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this Contract.
- c. Deduct any and all operations expenses incurred by the City from any money then due or to become due the Contractor and, should the City's cost for continuing the operation exceed the amount due the Contractor, collect the amount due, either from the Contractor or surety or both, and also to assert a lien on all properties of the Contractor.
- d. During such period, the liability of the City to the Contractor for loss of damage to equipment and facilities so used shall be that of bailee for hire, ordinary wear and tear being specifically exempt from such liability.
- e. If the Contractor is unable, for any cause, to resume performance at the end of 30 consecutive work days, all liability of the City to the Contractor under this agreement shall cease and the City shall be free to negotiate with other contractors for the operation of said solid waste service and/or take the actions provided below for bankruptcy, default, and/or breach of contract.

In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fall in business, this contract may be terminated at the option of the City.

All terms, conditions, and specifications of the contract are considered material and failure to perform any part of the Contract shall be considered a breach of Contract. Should Contractor fail to perform any of this contractual obligations, the City may at its option, terminate the contract five days after written notification to the Contractor to remedy the violation.

In the event of termination of the contract for breach, default or bankruptcy as specified above, the City shall have the right to forthwith take possession of all of the Contractor's equipment, facilities, and records used in performance of this contract as follows:

- a. The City shall have the right to retain possession of said equipment, facilities, and records until other such items can be acquired by the City for operation of the systems or another Contractor is engaged to perform the service.
- b. The City shall have the right at its option to purchase contractor's equipment and facilities at the depreciated fair market value thereof.
- c. The City shall pay the Contractor the reasonable rental value of such equipment and facilities during the time same are used by the City should the City elect not to purchase, Liability of the City to the Contractor during this period shall be that of a Bailee for hire, ordinary wear and tear, specifically exempt from such liability.

Should it become necessary for the City to employ an attorney to enforce the provisions of this Contract, the Contractor shall be responsible for the payment of reasonable attorney fees.

10. Contractor's Liability

Contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material and equipment rental which is actually used in the performance of the Contract.

The contract shall upon request, submit evidence satisfactory to the Owner that all payrolls, equipment, or material bills and other indebtedness pertaining to the performance hereof have been paid.

11. Termination of Contract

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or if he repeatedly fails to make prompt payments to the Subcontractors for labor, materials, or equipment or if he disregards laws, ordinances, rules, regulations, or if he otherwise violates any provision of the Contract Documents, the City may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a maximum of ten

(10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the materials, equipment, tools, and machinery thereon owned by the Contractor, and continue the service by whatever method he may deem expedient.

12. Liquidated Damages

As a breach of the service provided by this contract would cause serious and substantial damage to the Owner and its occupants, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the Owner by such breach, it is agreed that in case of breach of service, the Owner may elect to collect liquidated damages as specified below and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the Owner will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the Owner may have as to any subsequent breach of service under this Contract.

A truck beginning residential collections prior to 6:00 a.m. without approval of the City	\$100/day per truck
Failure to collect misses within twenty-four (24) hours of notification to Contractor	\$100 each
Failure to complete weekly garbage & trash routes on the scheduled pickup day	\$200 each occurrence
Repetition of complaints on a route after notification of spilling, non-collection, crossing planted areas, or similar violations	\$100 each

13. Disposal Cost Adjustment

This agreement allows for a rate increase of up to 2.5 % per annum, compounded annually. Should the disposal cost increase more than 2.5 % per annum compounded, the contractor will be entitled to a rate increase. This rate adjustment will be based on 1 ton of solid waste generated per unit per year.

Example:	Old Disposal Rate	\$15.00 per ton x 2.5 % = \$15.37
	New Disposal Rate	\$18.30 per ton

New Rate	\$18.30
<u>Old Rate + 2.5 %</u>	15.37
Difference	\$ 2.93

Difference x Generation Rate = Change in annual disposal = \$ 2.93.

Change in annual disposal / 12 months = month disposal adjustment
 $\$ 2.93 / 12 = \$.24$ per month.

14. Annexation

The Contractor will, within 30 days of notification by the City, provide solid waste collection services of the same frequency and quality required by the Contractor to newly developed and annexed areas. As new homes are constructed and occupied in any of the City's designated areas, the Contractor shall, after proper notification by the City, provide solid waste services as required by the contract on the next scheduled day of collection following notification. The Contractor shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register. Such notification shall be required for the Contractor to receive payment for the collect services rendered to that location. Failure of the Contractor to notify the City shall remove any obligation on the part of the City to pay to the Contractor any monies for services rendered at those locations for which proper notification has not been made. Existing rates will apply to all newly developed and/or annexed areas.

15. Change in Disposal and/or Processing Facility

Should, during the course of this contract, the disposal or processing facility change, Contractor will calculate a rate adjustment based upon the change of facility and shall submit the rate adjustment to the City. The City shall have 30 days from notification of the rate adjustment to notify the Contractor if it desires to negotiate a change in the scope of services provided by contractor. If the City does not make the aforesaid notification within the prescribed period, the rate adjustment calculated and submitted by the contractor shall become effective. If the City makes the aforesaid notification within the prescribed period, the parties shall in good faith negotiate a change in the scope of services to be provided by contractor and the charge for the services. If the parties cannot successfully conclude the negotiations, either party may terminate the contract by giving 90 days' advance notice to the other party. However, if the change in service level proposed by the owner has a contractor - proposed rate that is less than or equal to the then current rate for services provided, the City shall accept said rate. During the period of negotiations between the parties, Contractor shall be paid in accordance with the rate adjustment calculated by Contractor for the change in disposal and/or processing location.

X. BIDDER SIGNATURE

Signature

Name (printed)

Title

Date

Please return this sheet with your Proposal

XI. Definitions

Agricultural Solid Waste: All organic waste products that are generated from farm production operations of field crops, orchards and animals.

Apartment Complex: A multi-family dwelling consisting of 12 or more individual units. An apartment complex shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Those units which are occupied, but do not have utility service shall be eligible for collection service and the Contractor shall be entitled to compensation.

Bags: Plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

Bin (Dumpster): Mechanical receptacle designed to be lifted and emptied mechanically for use only at apartment complexes.

Bulky Waste: Furniture, non-contractor construction debris, and other waste other than agricultural solid waste, dead animals, offal waste, stable matter or vegetable waste with weights or volumes greater than those allowed for containers. Bulky waste does not include white goods.

Collection: The act of removing solid waste from the storage point at the source of generation.

Collection Service: A public or private operation engaged in the collection and transportation of solid waste materials.

Collection Vehicle: Any vehicle, either single or tandem axle, permitted by the City for collection of solid waste except that the maximum size of a packer-type collection vehicle shall not exceed 25 cubic yards.

Commercial Unit: A business, including its structures and property, that is involved in the exchange or distribution of goods or commodities, or that rents, leases, or sells space for such activities.

Commercial Solid Waste: All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial solid wastes.

Compost: A solid waste which has undergone biological decomposition of organic

matter and has been stabilized using composting or similar technologies, to a degree that is beneficial to plant growth and that is used, or sold for use, as a soil amendment, artificial top soil, growing medium amendment, or other similar uses.

Composting: A controlled process of degrading organic matter with micro-organisms.

Composting Facility: A facility where organic matter is processed by natural or mechanical means to add the microbial decomposition of the organic matter.

Container: A wheeled receptacle, provided by the contractor, with a capacity of at least 90 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for rolling, and having an attached lid capable of preventing entrance into container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The container shall bear the contractor's name and toll free telephone number.

Contractor: Person or persons authorized by the City to perform solid waste collection services on prescribed routes within the City.

Dead Animals: Animals or portions thereof having expired from any cause, except those slaughtered or killed for human use, generally including dogs, cats, or other animals excluding farm stock.

Disposal: The orderly process of discarding useless or unwanted material in a beneficial or non-beneficial manner.

Disposal Facilities: The physical components of the disposal system, such as transfer conveyances, transfer stations, processing plants and landfills.

Disposal Site: A disposal facility permitted or approved by the Department of Environmental Quality, State of Louisiana.

Garbage: All normal and usual household waste products that are placed in approved containers for collection purposes and are usually a mixture of putrescible, non-putrescible, combustible and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass, and plastic containers and other items.

Generation: The act or process of producing solid waste.

Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate state or local agency to be "hazardous" as that term is defined by or pursuant to Federal, State, or local laws and ordinances.

Limbs: Limbs and/or tree, shrub and brush trimmings.

Non-Putrescible Solid Waste: Solid waste materials that do not contain organic matter that is subject to rapid decomposition by fungi and bacteria.

Offal Waste: Waste animal (land or marine) matter from establishments such as butcher shops, slaughter houses, food processing and packing plants, rendering plants and fertilizer plants.

Owner: City of Minden.

Putrescible Solid Waste: Solid waste materials containing organic matter that is subject to rapid decomposition by fungi and bacteria, such as food waste and dead animals.

Rendering: A process of recovering fatty substances from animal parts by heat treatment, extraction and distillation.

Resident: Occupant of a residential unit.

Residential Unit: A dwelling within the corporate limits of the City of Minden occupied by a person or a group of persons. Residential unit also includes a commercial unit generating an amount of garbage and rubbish, bulky waste and yard waste less than or equal to one 90-gallon container per collection. A residential unit shall not include an apartment complex. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling whether of single or multi-level construction, or separate single-family dwelling units, including mobile homes, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit. Those units which are occupied, but do not have utility service shall be eligible for collection service and the Contractor shall be entitled to compensation.

Residential Solid Waste: All garbage and rubbish, bulky waste and yard waste generated by a resident at a residential unit.

Rubbish: A mixture of small, non-putrescible household, institutional, and commercial waste products containing a high percentage of combustible materials such as paper, cardboard, plastics, foliage, grass and leaves, and including non-combustibles such as glass, crockery cans and light scrap metals. (Synonym: Trash.)

Solid Waste: Useless, unwanted or discarded materials with insufficient liquid content to be free flowing, that results from domestic, industrial, commercial, agricultural, governmental and community operations, which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare, which may be lawfully disposed of at non-hazardous solid waste landfills permitted by State and/or Federal laws and regulations. Solid waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not for acceptable disposal in sanitary sewage

treatment system or any material which may not be lawfully disposed of as collected, in a solid waste landfill permitted by State and/or Federal laws. For the purposes of this contract, solid waste does not include white goods.

Solid Waste Management: The purposeful, systematic control of the storage, collection, transport, separation, processing, recovery and disposal of solid waste.

Solid Waste Management System: The entire process of storage, collection, transportation, processing and disposal of solid waste by any person engaging in such process as a business or by any municipality, authority, parish or any combination thereof.

Solid Waste Storage: The handling and holding of solid waste, in an approved manner, near the point of generation pending collection.

Solid Waste Transportation: The conveying of solid waste from one place to another by means of a vehicle, rail car, water vessel, conveyor or other means.

Stable Matter: The body waste of animal and fowl, and cleanings, and waste food stuffs from all barns, stables, corrals, or pens used for stabling, caging or penning of animals or fowl.

White Goods: Discarded domestic and commercial appliances, such as refrigerators, ranges, washers, and water heaters.

Yard Waste: Grass, leaves, flowers, stalks, stems, tree trimmings, branches, tree trunks. For the purposes of this contract, yard waste shall not include grass, leaves, flowers, stalks, stems, tree trimmings, branches or tree trunks cut by a commercial contractor. Grass, leaves, flowers, stalks, stems and tree trimmings shall be in a container, bag or box.