

# **LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**



**REQUEST FOR PROPOSALS (RFP)  
FOR THE  
COLLECTION AND DISPOSAL OF WASTE MATERIAL  
AND  
THE OPERATION OF THE ENVIRONMENTAL QUALITY CONVENIENCE  
CENTER  
WITHIN THE  
CITY LIMITS OF LAFAYETTE  
AND THE  
RURAL AREA OF THE PARISH OF LAFAYETTE**

**June 29, 2022**

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# Notice For Proposals

## REQUEST FOR PROPOSALS

Notice is hereby given that sealed proposals will be received in the office of the Purchasing Division at Lafayette Consolidated Government's building, located at 705 West University Avenue, Lafayette, Louisiana, until 10:00 a.m. CDST on the 12th day of August, 2022 for the following:

**(RFP) FOR THE COLLECTION AND DISPOSAL OF WASTE MATERIAL AND THE OPERATION OF THE ENVIRONMENTAL QUALITY CONVENIENCE CENTER WITHIN THE CITY LIMITS OF LAFAYETTE AND THE RURAL AREA OF THE PARISH OF LAFAYETTE**

and will, shortly thereafter, be opened and the NAMES ONLY read aloud in the Office of Purchasing located at 705 West University Avenue, Lafayette, LA. Proposals received after the above specified time for opening shall not be considered and shall be returned unopened to the sender. Sealed proposals may be hand carried or mailed to the address listed above.

This contract is for the collection and disposal of waste and recycle material and the operation of the Environmental Quality Convenience Center within the city limits of Lafayette and the rural area of the parish of Lafayette. It is noted that the work start date shall be November 1, 2023 and extend for a period of five (5) years. However, in order to provide enough time for the acquisition of the required equipment and to develop a smooth transition plan, LCG wishes to select the Contractor at this time. This will allow the selected Contractor ample time to secure all equipment, labor force etc. necessary to provide the services requested.

Copies of the proposal specifications are available to **VIEW ONLY** on the website at <https://lcpprod-lm01.cloud.infor.com:1442/lmscm/SourcingSupplier/html/SourcingSupplier?csk.SupplierGroup=100&csk.CHP=lmscm>.

Vendor may request an electronic copy of the RFP by email to Ken Pilgreen at [kpilgreen@lafayettela.gov](mailto:kpilgreen@lafayettela.gov) or by phone at the number below.

Vendors shall submit One (1) marked original, Five (5) exact copies marked Copy and one (1) electronic version and one (1) Redacted Copy of the proposal at the date and time specified. Proposals received after the due date and time shall be returned unopened to the vendor.

Copies of the proposal specifications are available at the Purchasing Office located at 705 West University Avenue, Lafayette, LA 70506. Telephone number (337) 291-8034 (Attn: Ken). Proposal specifications shall be available until twenty-four (24) hours before the proposal opening date. Any request for information shall be in writing. Questions must be received by July 28, 2022 at 5 PM Central Time. Email shall be sent to Ken Pilgreen at [kpilgreen@lafayettela.gov](mailto:kpilgreen@lafayettela.gov). Subject:– WASTE MATERIAL.

No bidder may withdraw his proposal for at least sixty (60) **calendar** days after the time scheduled for the opening of proposals. Each proposal shall follow the instructions listed in the RFP regarding submittal of their proposal.

Proposers are requested to attend a pre-proposal meeting which will be held on Tuesday July 19, 2022 at 10 AM in the large conference room, Lafayette Consolidated Government, Public Works Administration Building located at 1515 East University Avenue, Lafayette, LA.

Proposals will be evaluated by the Purchaser based on the evaluation criteria outlined in the Request for Proposals. Lafayette Consolidated Government reserves the right to reject any and all proposals or any portions thereof, to waive informalities and to select the proposal that best suits its needs. LCG further reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor can offer. At its discretion, LCG reserves the

right to request best and final offers from the RFP finalists. The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract may incorporate some or all of the Vendor's proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to LCG.

The Lafayette Consolidated Government strongly encourages the participation of DBEs (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette Consolidated Government for goods and services and labor and material. To that end, all contractors and suppliers are encouraged to utilize DBEs business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged business are available. Assistance in identifying said businesses may be obtained by calling 291-8410.

PURCHASING DIVISION  
Lafayette Consolidated Government

PUBLISH DATES: 6-29-22, 7-3-22 & 7-10-22  
DPR # 955810  
Affidavit of Publication

# Section I

## Information and Instructions for Proposers

**SECTION I**

**INFORMATION AND INSTRUCTIONS FOR PROPOSERS**

**LAFAYETTE CONSOLIDATED GOVERNMENT  
CONFLICT OF INTEREST POLICY**

**TO AVOID ANY POSSIBLE CONFLICTS OF INTEREST, IT IS THE POLICY OF THE LAFAYETTE CONSOLIDATED GOVERNMENT THAT NO DIRECT OR INDIRECT PURCHASES OF ANY GOODS OR SERVICES WILL BE MADE FROM EMPLOYEES.**

**ACCORDINGLY, IF YOU HAVE RECEIVED THIS RFP PACKAGE, AND IF YOU ARE AN EMPLOYEE OF THE LAFAYETTE CONSOLIDATED GOVERNMENT, OR IF ANY MEMBER OF YOUR COMPANY IS A LAFAYETTE CONSOLIDATED GOVERNMENT EMPLOYEE, PLEASE DO NOT SUBMIT A PROPOSAL FOR THE PRODUCT, GOOD, OR SERVICE REQUESTED BECAUSE WE CANNOT, NOR WILL WE ACCEPT THE PROPOSAL.**

**THIS DOCUMENT CONSTITUTES OFFICIAL NOTIFICATION OF THE LAFAYETTE CONSOLIDATED GOVERNMENT'S CONFLICT OF INTEREST POLICY, AND THUS, ESTABLISHES THE REQUIREMENT THAT THE INDIVIDUAL OR COMPANY IN RECEIPT OF THIS RFP IS SOLELY RESPONSIBLE FOR NOTIFYING LAFAYETTE CONSOLIDATED GOVERNMENT THAT A CONFLICT OF INTEREST EXISTS.**

**PLEASE CONTACT THE PURCHASING DIVISION AT (337) 291-8258 AND SPEAK WITH THE INDIVIDUAL ADMINISTERING THE PURCHASING PROCESS.**



## **IMPORTANT NOTICE REGARDING CORPORATE RESOLUTION**

**A CORPORATE RESOLUTION OR WRITTEN EVIDENCE OF AUTHORITY AUTHORIZING THE PERSON SIGNING THE PROPOSAL MUST BE SUBMITTED WITH YOUR PROPOSAL. THIS RESOLUTION OR WRITTEN EVIDENCE OF AUTHORITY MUST BE SIGNED BY AN OFFICER WHO IS CURRENTLY LISTED WITH THE SECRETARY OF STATE. THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE PROPOSAL SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF THE CONDITIONS LISTED IN THE INFORMATION FOR PROPOSERS, SECTION I, ARTICLE 2 ARE MET.**

**FAILURE TO SUBMIT THE CORPORATE RESOLUTION OR WRITTEN EVIDENCE OF AUTHORITY WITH YOUR PROPOSAL SHALL RESULT IN REJECTION OF YOUR PROPOSAL.**

**NOTE: SECRETARY OF STATE BUSINESS LISTING SHALL NOT BE ACCEPTED AS A CORPORATE RESOLUTION.**

**SAMPLE CORPORATE RESOLUTION**

**Company Letterhead**

**Address**

**Phone**

**Fax**

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Certificate of Authority

Lafayette Consolidated Government

Attn: \_\_\_\_\_

705 West University Ave.

Lafayette, LA 70502

Re: **Specific Project Name or left blank for Any Project**

To Whom It May Concern,

I, individually and on behalf of **Company Name**, do by my signature below, certify that:

**Company Name** is a limited liability company (if LLC, or define type) duly organized and existing under the laws of **Louisiana**;

I am the Secretary, an officer of the Company, authorized to sign on its behalf: and

**Name**, President, is an officer of the Company authorized to make, execute and approve, on behalf of this Company, any and all contracts, or amendments thereof, entered into by and between **Company Name** and the Lafayette Consolidated Government.

In witness whereof, I hereby set my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

Signature

Name

Company Title

Company Name

Phone Fax Etc.

**Notary**

**Seal**

**Important notice:**

Upon release of this request for proposal (RFP), and until notice of contract award, all official communication from vendors regarding the requirements of this RFP shall be directed in writing with subject line: Collection and Disposal of Waste Material:

Lafayette Consolidated Government  
Office of Purchasing  
ATTN: Ken Pilgreen  
Email – [kpilgreen@lafayettela.gov](mailto:kpilgreen@lafayettela.gov)  
(337) 291-8034

**Timeline:**

Listed below are the estimated dates and times of actions related to this request for proposal (RFP). In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

|                                  |                              |
|----------------------------------|------------------------------|
| ISSUANCE OF REQUEST FOR PROPOSAL | June 29, 2022                |
| PRE-PROPOSAL MEETING             | July 19, 2022 10 AM          |
| DEADLINE FOR QUESTIONS           | July 28, 2022 5 PM           |
| RESPONSE TO QUESTIONS            | No later than August 5, 2022 |
| PROPOSAL DUE DATE AND TIME       | August 12, 2022, 10 AM       |

**Number of Proposals**

In order to be considered for selection, Proposers must submit a complete response to this RFP.

The first page of the original proposal should be marked “Original”, the first page of five copies should be marked “Copy”, and the first page of the redacted copy, if submitted, should be marked “Redacted.” Additionally, submit one (1) USB flash drives containing an electronic version of the Proposal with the original copy.

**ARTICLE 1 – PRINTED FORM FOR PROPOSAL**

Proposals must include a Statement of Qualifications (SOQ) in the order presented in the RFP, as well as the costs associated with the work submitted on the Proposal Form found in the RFP. Proposals should be clearly and legibly filled out in ink and/or typewritten and must contain the signature or facsimile thereof of the Contractor or an authorized representative. LCG shall have the right to reject any proposal in the event that it is unable to reasonably determine the information and proposal

supplied by the Contractor is accurate as a result of the manner and method by which the Contractor has completed the Proposal Form.

Each Proposal shall be mailed or hand delivered to the Lafayette City-Parish Consolidated Government, Office of Purchasing & Property Management located at 705 W. University Avenue, Lafayette, LA 70506, Attn: Mr. Ken Pilgreen, and show the name of the Contractor on the outside of the envelope/submittal marked as:

**REQUEST FOR PROPOSALS (RFP) FOR THE COLLECTION AND DISPOSAL OF WASTE MATERIAL AND THE OPERATION OF THE ENVIRONMENTAL QUALITY CONVENIENCE CENTER WITHIN THE CITY LIMITS OF LAFAYETTE AND THE RURAL AREA OF THE PARISH OF LAFAYETTE.**

In the event that the Information and Instructions for Contractors and the Detailed Specifications differ, the Detailed Specifications shall take precedence over the Information and Instructions for Contractors.

**ARTICLE 2 – SIGNATURE AUTHORITY OF CONTRACTOR**

Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

- (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- (c) The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

**NOTE: Written evidence of the authority of the person signing the bid is required regardless of whether the project is for public works or not. This written evidence shall be included with the vendor's sealed bid.**

By signing the bid, the bidder certifies compliance with the above.

### **ARTICLE 3 – SUBMISSION OF PROPOSAL**

Proposals will be received only in the Office of Purchasing & Property Management located at 705 W. University Avenue, Lafayette, LA 70506, Attn: Mr. Ken Pilgreen, and will, shortly thereafter, be opened and publicly read aloud, **NAME ONLY**, as stated in the Notice for Proposals. ***It is the sole responsibility of the Contractor to see that the proposal is delivered to the Purchasing Agent before the scheduled date and time of the proposal opening.*** Any proposal received after the scheduled closing time for receipt of proposals will be returned unopened to the Contractor. A conditional or qualified proposal will not be accepted.

#### **A. Pre-Qualification Meeting**

All perspective Contractors/Proposers are encouraged to attend a **non-mandatory pre-proposal meeting** as per Notice on Tuesday, July, 19, 2022 which will be held at 10:00 o'clock a.m. CST in the large conference room at the Public Works Administration Building located at 1515 East University Avenue, Lafayette, LA 70502 to respond to general questions relating to the request for qualifications.

#### **B. Selection and Evaluation Process:**

The LCG Evaluation Team will review the proposals in the following manner and process:

1. Each Proposal will be evaluated on the basis of the Qualifications/Evaluation Criteria listed below.
2. At the discretion of the LCG, the LCG Evaluation Team may decide to conduct interviews from a short-list of respondents.
3. The Proposer determined to be most qualified and which offers the best means of servicing the interests of the LCG and its project requirements considering the evaluation and interview(s) may be recommended for approval to the LCG Administration.

#### **C. Qualifications/Evaluation Criteria:**

Proposers shall address the following in the SOQs:

##### **1. Executive Summary:**

An executive summary of the proposal shall be at the front of the submittal and be a maximum of two (2) 8-1/2" x 11" pages. The Proposer shall include items such as a cover letter,

introduction and/or a brief overview of the company. Proposer shall include the name or names of representative who can answer questions on behalf of the corporation that shall be bidding.

## **2. Required Response Form:**

The page following the executive summary should be **Exhibit “B” - Required Response Form** provided in this RFQ or an exact replica of the form with signature, and must include the name, physical address of principal place of business, mailing address, telephone number, fax number, email, and general information of respondent’s primary contact person.

Following the Required Response Form, the Proposer shall provide the following information, in the order noted below:

## **3. Expertise/Experience:**

- Demonstrate the experience of the Team and its ability to successfully complete the tasks listed in the Scope of Work. Provide all key personnel qualifications proposed to be used on the project (including any sub-consultants/contractors). Provide all pertinent information describing your firm’s history, background, and experience. Provide the total number of years of experience providing similar services.
- Detail organizational capability and commitment providing respondent’s ability and overall understanding of requirements and scope of services for the work listed in this RFP.
- Detail your company’s previous experience in providing services for other similar organizations and scope of work. Provide information and an example(s) of projects that were successful and why. The Company may provide representative photographs where appropriate. Provide information as to specific work that may not have come in at or near budget.
- Provide a minimum of three (3) verifiable references which the proposer has provided similar services to in the past three (3) years.
- Detail any past experience with LCG/LUS providing these services.

#### **4. Collection/ Scheduling Approach:**

- Demonstrate the approach and control appropriate for accomplishing the Scope of Work. A detailed proposed plan of action, including but not limited to strategy, understanding of scope, technical requirements, milestone in the preparation of the transition plan and quality assurance control measures shall be furnished. Specifically describe (a) control of scope to meet the project deliverables (b) management of work processes to meet the project schedule; (c) methods to be employed to manage risks; (d) Application of Software and/or Technology in Operations and (e) management of the proposed costs of the work.

#### **5. Competence/ Qualification:**

Demonstrate technical abilities to perform the work. Provide demonstrated performance and experience on previous or current contracts of similar type, complexity, challenges and functionality. Information must relate to the Team's overall abilities to accomplish the work. (preferably within the last three years).

An itemized list of the equipment and quantity that the Contractor plans to use for this Contract:

- List shall include the Year, Make, Model, Body Manufacturer and truck quantities for each type of truck to be used including the following: the number of Automated Side Loaders (ASL's) for residential Solid Waste collection and residential Recycling collection, the number of rear load trucks for yard waste and bulky items, the number of knuckle booms trucks for brush piles and the number of stake body truck(s) for white good collection. Include description of all technology options to be used for collection service monitoring and verification such as GPS, cart chip deployment and cameras.
- Automated Collection Vehicles shall be previously unlicensed new chassis and bodies (new units) for weekly Solid Waste and Recycling Collection with a minimum capacity of twenty-eight (28) cubic yards with a maximum of 33 cubic yards in other areas. The fleet shall include spare units of the same type that may not be older than 2 years at the inception of the initial term of this Contract start date.
- Residential rear load bodies shall be previously unlicensed new chassis and bodies (new units) for weekly collection of yard waste and bulk items with a minimum capacity of twenty-five (25) cubic yards. The fleet shall include spare units of the same type that may not be older than 2 years at the inception of the initial term of this contract start date.

- White good collection vehicles shall be previously unlicensed new chassis and body (new unit) with a twelve-foot (12) stake body and lift gate.
- All Solid Waste carts and recycling carts must be new and be different colors. LCG shall have final approval of colors. Carts must be a minimum of 90 gallons.

Other Supporting Documents:

- A. A copy of the latest available certified financial statement of the Contractor (or its parent company). If a certified financial statement is not prepared and generally available, then a financial statement prepared by an independent certified public accountant will be accepted.
- B. Evidence that the Contractor is in good standing and qualified to do business in the State of Louisiana, and, in the case of any legal entity organized under the laws of any other state, evidence that the Contractor is licensed to do business in the State of Louisiana.
- C. Evidence, in the form and substance satisfactory to LCG, that Contractor has been a licensed collection and disposal waste company for over five (5) years and possesses actual operating experience in the solid waste and recycling collection business, or evidence in the form and substance satisfactory to LCG, that Contractor possesses the experience, managerial, and financial capacities (as determined by LCG) to perform all phases of the work called for in the Contract Documents.
- D. Evidence that the Contractor's experience in residential Solid Waste and Recycling collection derived from its experience and/or its operations of comparable service and size to that contemplated by the Contract documents.
- E. The Contractor may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience qualifications of its parent organization, subsidiaries of the parent organization, or by submitting the experience and qualifications of its affiliates, principals, partners, members or directors, provided such persons or entities will be directly responsible for the ultimate performance of the contract.

**6. Transition Plan:**

Demonstrate that the Team can meet the project schedule and has efficient and effective means in place to manage the progress of the contract. Provide plan and strategy for



meeting the project schedule as well as the Transition Plan to be employed if selected for the work.

**7. Rates and Fees:**

List Proposed Rates and Fees as in the Proposal Form.

**D. Other Information Regarding the Proposal:**

By submission of your RFP and in response to this announcement, you are certifying that neither your company nor any of their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any federal, state, or local department or agency. Further, if such a debarment or suspension occurs during the course of the procurement, you shall so inform LCG. The Proposal shall be limited to no more than 100 single sided sheets and shall contain the information on the Evaluation Criteria as shown on the following table:

{See Following Page}

{Remainder of Page Intentionally Left Blank}

**Proposer:**

Proposals shall be evaluated using the following scoring method:

| <b>Item</b> | <b>Criteria</b>   | <b>Max. Value</b> | <b>Evaluator's Value %</b> |
|-------------|---|-------------------|----------------------------|
| A           | Collection/Scheduling Approach. <ul style="list-style-type: none"><li>• Demonstrate collection meets all base service and operational requirements</li><li>• Application of Software and/or Technology in Operations</li></ul>  | 30                |                            |
| B           | Rates and Fees. <ul style="list-style-type: none"><li>• The proposed rates and fees will be evaluated and rated against all other proposals.</li></ul>  | 25                |                            |
| C           | Competence/Qualification <ul style="list-style-type: none"><li>• Demonstrated financial stability</li><li>• Evidence that Contractor is capable of commencing performance as required in the subject RFP.</li><li>• Evidence proposer is in good standing with the State of Louisiana.</li><li>• Evidence Contractor has or could acquire sufficient equipment to perform under the terms of the franchise agreement.</li></ul> | 15                |                            |
| D           | Transition Plan. <ul style="list-style-type: none"><li>• Clearly defined timeline</li><li>• Provides clear overview of transition process</li><li>• Addresses potential problems with implementation and how they will be controlled.</li></ul>   | 15                |                            |
| E           | Expertise/Experience <ul style="list-style-type: none"><li>• Five or more years' experience providing waste and recycling collection services</li><li>• Existing services related to solid waste and recycling collection</li><li>• Demonstrated ability to initiate services under waste and recycling collection agreements</li><li>• Demonstrated ability to provide adequate customer service</li></ul>                     | 15                |                            |
|             | <b>Total Score</b>  | 100               |                            |

Special Notes/Justification:

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#### **ARTICLE 4 – OPENING OF PROPOSALS**

Proposals will be accepted and read aloud, **NAMES ONLY**, at the date and time set forth in the Notice for Proposals.

#### **ARTICLE 5 – EXAMINATION OF CONTRACT DOCUMENTS**

Contractor shall thoroughly examine the contract documents attached and made a part of this RFP. The failure or omission of any Contractor to examine any form, instrument, addendum, or other document shall in no way relieve any Contractor from any obligation with respect to his proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section I.

When called for on the Proposal Form, prices should be shown both in words and in figures. In the event of a discrepancy between the prices quoted in words and those quoted in figures in the proposal, the words shall govern. In the event that the Contractor does not show prices in both words and in figures, the proposal shall be tabulated in accordance with the form of the price provided.

The prices are to include the furnishing of all materials, disposal facilities, equipment, tools and all other facilities, and the performance of all labor services necessary or proper for the completion of the work, except as may be otherwise expressly provided for in the contract.

#### **ARTICLE 6 - ALTERATIONS IN PROPOSAL**

The Proposal Form invites proposals on definite requirements. Only the amounts and information requested in the Proposal Form furnished herein will be considered as the Proposal. Each Contractor shall propose upon the work exactly as specified and as provided for in the Proposal.

#### **ARTICLE 7 – ERASURES**

Contractors should avoid making mistakes, delineations or other corrections on proposals, since such may make it difficult for LCG to properly and fully review and rate the information/criteria contained in the proposal. In the event that a Contractor must make such corrections to a proposal, the corrections should be made in such a manner that the information on the Proposal Form can be fairly and reasonably discerned and reviewed by LCG. LCG shall have the right to reject any proposal in the event that it is unable to properly and fully determine the information and proposals supplied by the Contractor therein.

## **ARTICLE 8 – REJECTION OF PROPOSALS**

LCG reserves the right to reject any and all proposals. LCG also reserves the right to reject any and all proposals should the total proposal be in excess of expected or budgeted pricing. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected.

## **ARTICLE 9 – ACCEPTANCE OF PROPOSAL**

Within sixty (60) calendar days after the date of opening of the proposals, LCG will act upon them. The acceptance of the proposal will be in the form of a Notice of Acceptance/Award in writing signed by a duly authorized representative of LCG. The acceptance of the proposal shall bind the successful Contractor to execute the Contract and to be responsible for damages as provided herein. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only upon its full and formal execution.

## **ARTICLE 10 – TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE**

Any Contractor whose proposal is accepted shall be required to execute the Contract within ten (10) days (unless an extension of time is granted by LCG) after notice that the Contract has been awarded. Failure or neglect to do so shall constitute a breach of the agreement affected by acceptance of the proposal.

The damages to LCG for such breach shall include possible loss from interference with the service program and other items, the accurate amount of which will be difficult or impossible to compute. In the event any Contractor whose proposal is accepted shall fail or refuse to execute the Contract as herein before provided, LCG at its option may determine that such Contractor has abandoned the Contract and therein the proposal and the acceptance therefore shall be null and void and LCG will select the next highest rated proposer.

## **ARTICLE 11 – DISQUALIFICATION OF CONTRACTOR**

LCG may make such investigation as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to LCG all such information and data for this purpose as LCG may request. LCG reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy LCG that such Contractor is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein.

Such information may include, but shall not be limited to, the following:

- Evidence of collusion among the Contractors.

- Lack of financial responsibility or competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- Default on a previous municipal contract for failure to perform.

#### **ARTICLE 12 – POWER OF ATTORNEY**

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

#### **ARTICLE 13 – WITHDRAWAL OF PROPOSAL**

Any Contractor may withdraw their proposal at any time prior to the scheduled closing time for receipt of proposal, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given.

No Contractor will be permitted to withdraw their proposal after the scheduled closing time for the receipt of proposal, or before award of Contract, unless said award is delayed for a period exceeding sixty (60) days.

#### **ARTICLE 14 – POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSALS**

LCG reserves the right to postpone the date for receipt and opening of proposals and will give written or telegraphic notice of any such postponement to all persons to whom an RFP have been issued, at any time prior to the scheduled closing time for receipt of proposals.

#### **ARTICLE 15 – ADDENDA**

Contractors desiring further information, or interpretation of the contract requirements, must make written request for such information to the Office of Purchasing & Property Management, Attention Mr. Ken Pilgreen, [kpilgreen@lafayetteela.gov](mailto:kpilgreen@lafayetteela.gov) at least seven (7) days before the scheduled opening of the RFP. Answers to all such requests will be given in writing to all Contractors, in addendum form, and all addenda will be bound with, and made part of, the Contract. No other explanation or interpretation will be considered official or binding.

## **ARTICLE 16 – LAWS AND REGULATIONS**

The Contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the service to be performed shall apply to the Contract.

## **ARTICLE 17 – QUANTITIES**

Current data indicates that there are approximately 41,000 residential units within the City Limits of Lafayette and 24,000 residential units in the rural area of the Parish of Lafayette, Louisiana to be served. Current quantities are based on actual billing information FY 2022. Contractors should make all additional investigation as they consider necessary to determine the actual number of residential units in both areas to be serviced. LCG will provide to the selected contractor the residential billing addresses for all units that are currently being invoiced.

## **ARTICLE 18 – QUALIFICATIONS OF CONTRACTORS**

The opening and reading of the **NAME ONLY** of the Contractors submitting proposals shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. LCG reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications or from other sources, which said determination shall be completed prior to signing of the Contract. LCG shall be the sole judge of every Contractor's qualifications and it reserves the right to cancel any "Notice of Acceptance" granted to a Contractor later deemed unqualified.

LCG shall require submission of certified supporting data regarding the qualifications of the Contractor in order to determine whether Contractor is qualified and responsible.

## **ARTICLE 19 – AFFIDAVIT OF NON-COLLUSION**

In accordance with Louisiana Law, the Contractor awarded the Contract shall, at the time of the signing of the Contract, execute the Affidavit of Non-Collusion included in the Contract Documents.

## **ARTICLE 20 – AWARD**

The Contract will be recommended for award by the LCG Evaluation Team on the basis of the Contractor obtaining the highest rating from review of the criteria established in this RFP whose proposal, according to the document or modifications thereof to the proposal, is in the best interest of LCG which may not be the least expensive.

## **ARTICLE 21 – NOTICE TO PROCEED**

The Contractor will be required to commence collection and disposal of Waste Material under this Contract on November 1, 2023 and shall continue to perform the services uninterrupted for a term of 5 years (October 31, 2028) with one (1) option to extend 5 years, by mutual agreement. No work under this Contract shall commence until LCG has issued a written “Notice of Acceptance/Award” directing the Contractor to proceed according to the Contract Documents.

## **ARTICLE 22 – PRE-SERVICE CONFERENCE**

Within ten (10) days of receipt of LCG’s written “Notice of Acceptance/Award”, the Contractor and/or the project supervisor shall meet with the representative of LCG for a pre-service conference. A proposed “Schedule of Operation” shall be submitted by the Contractor at this meeting. Procedures for administering the Contract will be discussed. The meeting shall be held at a location designated by LCG.

## **ARTICLE 23 – PRISON OR INMATE LABOR**

The use of prison or inmate labor of any type shall NOT be allowed by the Contractor and/or its Subcontractor in the performance of any type of service required under this Contract. The use of such labor shall be cause for immediate termination of the Contract by LCG without further notice.

## **ARTICLE 24 – CONTRACTOR BILLING TO LCG**

For the residential units within the City of Lafayette, during the next succeeding month, the Contractor shall bill LCG for services rendered during the prior month, and LCG shall pay the Contractor on or before the 15<sup>th</sup> day following receipt of such bill. Such bill and payment shall be based on the price rates and schedules set forth in the Contract Documents. LCG shall provide the number of units serviced monthly based on the current active LUS utility customers. The Contractor shall report the number and nature of complaints and missed collections received from the public.

For the residential units within the Rural Area of the Parish, the Contractor shall provide the billing and collection of payment for each rural residential customer for whom the Contractor is providing collection and disposal services individually, at the Contractor’s own expense. Such bill and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor may bill the individual rural residential customer in advance (either monthly, bi-monthly, but not to exceed quarterly). Should the rural residential customer not pay the invoice in a timely manner (more than 15 days delinquent, after the beginning of a new billing period), the Contractor has the right to refuse to provide collection service, and the Contractor shall immediately inform LCG, at which time the Environmental Service Fee will be deducted from the amount due LCG.

The Contractor's Base Proposal for the collection and disposal of each residential unit in the rural area shall include an LCG environmental service fee of \$4.21 per month per rural residential customer, which shall be subject to an annual CPI adjustment. This fee must be itemized on the rural residential customer's bill. The Contractor shall be required to remit to LCG, no more than 15-days after the end of the previous calendar month, the sum of \$4.21 per month per rural residential customer that has been paid to the Contractor.

In addition, during the term of this Contract, LCG shall have the right to take over the billing of the rural residential customers. LCG shall inform the Contractor in writing of its intent to process the billing in the rural area at least 120 days prior to said date. After such notice, the Contractor shall provide LCG with a complete and current listing of all rural residential customers, including the name of each customer, the physical and billing address of each customer, and the telephone number of each customer. At such time, LCG shall provide the number of units serviced in the City and the Rural Area, at which time the Contractor shall begin billing LCG for service rendered to the rural area of the Parish.

#### **ARTICLE 25 – AUDIT**

LCG may request and be provided with an audit of actual expenses to validate any request for increase in rates that, in LCG's opinion, appears to be unusual or not supported by the data provided in Section 5.06 of the Detailed Specifications. Such audits shall be furnished to LCG prior to any additional payment made by LCG as requested by the Contractor. If LCG desires an audit, it must request the audit within 30 days of notification of an increase in rates.



**ARTICLE 26 – COMMUNITY SERVICES**

The Contractor shall provide, at no charge to LCG, the collection and disposal of Waste Material at special events within the service area per the following:

| SPECIAL EVENTS SUMMARY         |                   |                                   |                                 |  |
|--------------------------------|-------------------|-----------------------------------|---------------------------------|--|
| Event Name                     | Frequency         | Service Type                      | Quantity                        | Amount of Service Minimum Requirements           |
| Festival Internationale        | Annual            | Roll Off Front Load               | 2-30 yards<br>5-8yards          | Service Daily - 5 days<br>Service Daily - 4 Days |
| Mardi Gras                     | Annual            | Sideload carts along parade route | Minimum 750                     | Empty after night parades; follow LCG schedule   |
| Trash Bash                     | Annual            | Roll Off                          | 2-30 yards                      | Service -1 Day Each                              |
| Festival Acadienne             | Annual            | Litter Containers                 | 17 Cardboard Boxers-/<br>Liners | Service Each - 2 Day                             |
| Downtown Alive                 | 16 times/<br>year | Litter Containers                 | 10 Cardboard Boxers /<br>Liners | 16 Events  |
| LCG Sponsored Community Events | Max of Four       | Sideload Carts                    | 25                              | Delivery and removal                             |

# Detailed Specifications

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## SECTION II

### DETAILED SPECIFICATIONS

#### 1.0 DEFINITIONS OF TERMS WHICH MAY BE INCLUDED IN THIS CONTRACT

- 1.01 Automated Collection - The Collection of Solid Waste and Recyclables from the Service Area by an automated side loading Collection Vehicle.
- 1.02 Bag - Plastic sack designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed thirty-five (35) pounds.
- 1.03 Base Residential Rate - The monthly fee paid by each Residential Unit within the Service Area, as specified in this Contract, for curbside collection of Waste Material. The Base Residential Rate is the rate to be paid to Contractor in accordance with Section 5.0 herein.
- 1.04 Bin (Dumpster) - Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Commercial and Industrial Units.
- 1.05 Bulky Recyclables - Automobile tires, white goods such as refrigerators, freezers, stoves, water tanks, washing machines, lawnmowers, trimmers, and other waste items generated at the residential level.
- 1.06 Bulky Waste – Bulky Waste is residential furniture and fixtures that have no Disposal method other than being deposited into a sanitary Solid Waste landfill or other regulated disposal sites. Items include but are not limited to sofas, chairs, tables, bookcases, area rugs (one-piece construction), television sets, children's toys that are large and microwave ovens as well as boxes used to package and/or transport these or similar items. Items excluded but not limited to hazardous waste, special waste, construction waste or demolition waste.
- 1.07 Buyer - A person or persons with whom Contractor has an agreement to either purchase Recyclable Materials collected from the curbside recycling program and drop-off program during the duration of the contract or extensions (see also Subcontractor).
- 1.08 Cart - A receptacle constructed of fiberglass or plastic with a minimum volume of a minimum of 90 gallons and designed to be used in automated dump service on a Collection Vehicle. At the commencement of this Contract, Carts shall be TOTER or an equivalent model that is approved by LCG, whose approval will not be unreasonably withheld. All Carts shall be considered new only if it is put into service for the first time under this Contract under the

initial term.

- 1.09 City - City of Lafayette, Louisiana.
- 1.10 Collection - The act or process of removing Waste Material from the storage point at the source of Generation.
- 1.11 Collection Hours - The time period during which Collection is authorized in the Service Area. Collection shall begin no earlier than 4:00 A.M. and shall end no later than 8:00 P.M. unless extension of hours is approved by the LCG Director of Public Works.
- 1.12 Collection Route - The City and Rural Area will be subdivided into areas known as collection routes, which will service every Residential Unit in the Service Area. Each route has a specified day(s) of the week upon which Contractor will provide Waste Material pickup within the boundaries of the route.
- 1.13 Collection Service - A public or private operation engaged in the Collection, transportation, and Disposal of Waste Material.
- 1.14 Collection Vehicle - Any vehicle allowed by LCG to perform Collection of Waste Material within the Service Area shall be new, previously unlicensed chassis and body Vehicles used for said collection. Automated Collection vehicles shall be designed to empty 90-gallon or larger Carts.
- 1.15 Compost/Yard Waste Site - An area where Yard Waste is brought for storage, Disposal or processing of Yard Waste into compost and/or mulch.
- 1.16 Container for Yard Waste ("Container") - A receptacle with the capacity of greater than twenty (20) gallons but less than thirty-five (35) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed fifty (50) pounds.
- 1.17 Convenience Center (aka "EQCC") - Permanent drop-off facility that accepts sorted single-stream items for City of Lafayette and Rural Area free of charge.
- 1.18 Disposal - The orderly process of discarding useless or unwanted material in a beneficial manner.
- 1.19 Disposal Facilities - The physical components of the disposal system, such as transfer conveyances, Transfer Stations, processing plants, landfills and Compost/Yard Waste Sites.
- 1.20 Disposal Site - A Waste Material deposited location designated by Contractor and approved by LCG, whose approval shall not be unreasonably withheld, including but not limited to

sanitary landfills, Transfer Stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final Disposal of Waste Material and Small Dead Animals operated in compliance with existing regulations.

- 1.21 Drop-Off Center - An area where residents are allowed to deliver and drop off Recyclable Materials. The center shall be located within Lafayette Parish, with any location requiring approval of Public Works. The center should operate, at a minimum, between 8:00 a.m. and 5:00 p.m. Monday through Friday, and on Saturday from 8:00 a.m. until noon, holidays excluded.
- 1.22 Excluded Material: Any item which is defined in Section 2.0.
- 1.23 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not way of limitation, used tin cans and other foods containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.24 Generation - The act or process of producing Waste Material.
- 1.25 RESERVED.
- 1.26 LCG - Lafayette City-Parish Consolidated Government.
- 1.27 Missed Collection - The failure of Contractor to provide Waste Material Collection Service to a residential property within the route during Collection Hours on the day scheduled for route collection, if materials to be collected are set out in accordance with the provisions of this Contract.
- 1.28 Non-Completion of Route - The non-completion of collection service to one residential block or more within the Waste Material Collection Route during Collection Hours upon the day scheduled for route collection. "One residential block" is defined as 50% or more of the Residential Units on a residential block not receiving Waste Material collection, as verified by visual evidence.
- 1.29 Parish - Lafayette Parish, Louisiana.
- 1.30 Processing and Marketing - Contractor's preparation, sale, and delivery of recyclable materials to Buyers or Subcontractor serving as processor/marketer for Recyclable Material.

- 1.31 Processing/Storage Yard - Area and/or structure where collected Recyclable Materials are temporarily stored prior to delivery to Buyers, Subcontractors and/or third party processor/marketer.
- 1.32 Producer - An operator or occupant of a Commercial or Industrial Facility or a Residential Unit who generates Waste Material.
- 1.33 Public Works - LCG's Department of Public Works.
- 1.34 Putrescible Solid Waste - Solid Waste materials containing organic matter that is subject to rapid decomposition by fungi and bacteria, such as food waste and Large and Small Dead Animals.
- 1.35 Recyclable Materials:

1.35.1. Aluminum. This includes aluminum cans, pie plates, and foil. Cans shall be rinsed to avoid health and nuisance issues. Likewise, aluminum pie plates and foil shall be free of all food matter.

1.35.2. Paper. This includes office paper (all colors), newspaper (remove newspaper from plastic bag), magazines, phone books, cereal and other food boxes, beverage 6- and 12-pack paper boxes, writing paper, copier paper, catalogs, and corrugated cardboard (for sanitation and nuisance reasons, cardboard food boxes should not be placed in the Recycle Cart).

1.35.3. Plastics. Plastic containers with the embossed "plastic industry" triangular-shaped recycling symbol, with the following "number designations" and plastic types contained within the symbol, shall be accepted: #1 (PETE), #2 (HDPE). Examples of #1 plastics include water bottles, soda bottles, condiment bottles, and shampoo bottles. Examples of #2 plastics include milk jugs, bleach bottles, liquid laundry detergent bottles, and cleaning product bottles. Plastics with the following number designations and plastic types are not accepted: #3 (PV), #4 (LDPE), #5 (PP), #6 (PS), #7 (OTHER). Plastic containers shall be rinsed and have the caps removed before placing in the Cart. No plastic packaging shall be placed in the Cart, and plastic bags and Styrofoam shall not be placed in the Recycle Cart.

1.35.4. Steel (Food) Cans. Food cans shall be rinsed to remove all food debris. The thin, round lid shall be placed in regular garbage, not in the Recycle Cart, for safety reasons.

All items collected as Recyclable Materials are "commingled," or placed together in the Recycle Cart.



- 1.36 Refuse - Garbage.
- 1.37 Resident- Occupant of a Residential Unit within the Service Area.
- 1.38 Residential Garbage - All Garbage generated by a Producer at a Residential Unit.
- 1.39 Residential Unit - A single-family dwelling within the Service Area occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated each as one (1) Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as one (1) Residential Unit.
- 1.40 Rubbish - All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other Waste Materials not included in the definition of Excluded Waste.
- 1.41 Rural Area - Unincorporated areas of Lafayette Parish outside of the corporate limits of a municipality.
- 1.42 Rural Residential Unit - A Residential Unit located in the Rural Area.
- 1.43 Service Area - The geographical area within the City Limits of Lafayette and the Rural Area.
- 1.44 Small Dead Animals - Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use, generally including dogs, cats, or other animals excluding farm stock.
- 1.45 Solid Waste - Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, as defined by the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), that result 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. 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 acceptable for Disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.46 Spare Vehicle - New or used Collection Vehicle, no older than 2 years at the inception of the initial term of the Contract.

- 1.47 Subcontractor - Person or persons who are performing any part of the scope of work other than Contractor, including but not limited to receiving Recyclable Material collected from the curbside recycling program and marketing said Recyclable Material; delivering Carts to Residents; and maintenance of Collection Vehicles and equipment.
- 1.48 Transfer Station - A Solid Waste processing facility where Solid Waste is transferred from Collection Vehicles and placed in other vehicles for transportation.
- 1.49 Verified Missed Collection - A Missed Collection that LCG confirms by either visual inspection or photographic evidence that Contractor has not remedied by providing Waste Material Collection Service within 24 hours of Contractor receiving notice of the Missed Collection.
- 1.50 Waste Material - Waste Material is all non-hazardous, Solid Waste (including Garbage, Rubbish, Bulky Waste, Recyclable Bulky Waste, Recyclables, Yard Waste, and White Goods) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.51 White Goods - Inoperative and discarded refrigerators, stoves, water heaters, freezers, washing machines, air conditioners and other similar domestic and light commercial large appliance, household generated only.
- 1.52 Yard Waste - Grass, leaves, flowers, stalks, stems, tree trimmings, branches, tree trunks, and root balls placed at curbside for collection as follows:
- (1) Grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be placed in a Bag, Container or Yard Waste Compost Bag, the weight of which shall not exceed fifty (50) pounds; and
  - (2) Larger tree trimmings shall be laid neatly in piles at curbside, not tied together with string, twine or like material.
  - (3) The maximum weight of any item placed for Yard Waste collection shall be fifty (50) pounds. All branches shall be cut in length not exceeding six (6) feet. Additionally, root balls shall not contain more than one (1) pound of dirt.
- 1.53 Yard Waste Compost Bag - Bag made of material (preferably paper) that is biodegradable or compostable to prevent plastic bag contamination into the Compost/Yard Waste Site.

## 2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT FOR CURBSIDE COLLECTION

- 2.01 Commercial and Industrial Refuse (excluded from this Contract) - All Bulky Waste,

Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit.

- 2.02 Construction Debris (excluded from this Contract) - Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Commercial and Industrial Unit.
- 2.03 Excluded Waste (excluded from this Contract) - Excluded Waste is Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste. Excluded Waste also includes Yard Waste generated by a commercial third-party contractor that is compensated by a Resident to prune and/or remove trees and/or shrubs.
- 2.04 Hazardous Waste (excluded from this Contract for curbside collection) - Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency.
- 2.05 Institutional Solid Waste (excluded from this Contract) - Solid Waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments;
- 2.06 Commercial and Industrial Units (excluded from this Contract) - All premises, locations or entities, public or private, requiring Collection Services within the Service Area that are not classified as a Residential Unit or Municipal Facility.
- 2.07 Large Dead Animals (excluded from this Contract) - Any animals or portions thereof not meeting the definition of Small Dead Animals.
- 2.08 Offal Waste (excluded from this Contract) - Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.09 Special Waste (excluded from this Contract) - Special Waste is a form of Excluded Waste and is defined as nonhazardous, Solid Waste that is subject to additional governmental regulations or special handling requirements in Collection, transportation, processing or Disposal as a result of the characteristics of, or processes, which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
  - (b) waste generated by an industrial process or a pollution control process;

- (c) waste which may contain free liquids;
- (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (f) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
- (g) municipal or commercial Solid Waste that may have come into contact with any of the foregoing;
- (h) filter cake sludge wastes from waste water treatment processes;
- (i) wastes containing any regulated polychlorinated biphenyls; and,
- (j) ash, sludge, and powders.

2.10 Stable Matter (excluded from this Contract) -All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.11 Vegetable Waste (excluded from this Contract) - Putrescible Solid Waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

### 3.0 SCOPE OF WORK

3.01 General - Contractor is obligated to provide and deliver Carts prior to the start of the collection (November 1, 2023) and, thereafter, beginning on November 1, 2023, collect and dispose of Waste Material from all Residential Units and other specified locations in accordance with the terms of this Contract. With regard to the collection of residential Solid Waste and Recyclables, Contractor shall utilize Automated Collection. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations as well as, manage the day-to-day operations of an Environmental Quality Convenience Center in accordance with the terms of this Contract. Contractor shall collect excess or un-containerized (bagged) garbage the week following the following holidays: New Year's Day, Easter, Independence Day, Thanksgiving and Christmas.

3.02 Work Not Covered by Contract - The work under this Contract does not include the following:

- 1) the Collection or Disposal of any increased volume resulting from a torrential rain, extraordinary flooding, extraordinary wind, hurricane, tornado, ice storm or similar Act of God over which Contractor has no control. In the event of such extraordinary flooding, hurricane or other Act of God, Contractor and LCG will negotiate the payment to be made to Contractor for the additional work necessary to collect and dispose of the

increased volume resulting therefrom. Further, if LCG and Contractor reach such agreement, then LCG shall grant Contractor variances in routes and schedules, as deemed necessary, by Contractor;

- 2) the Collection or Disposal of construction or demolition debris from either residential, municipal or commercial locations;
- 3) the Collection or Disposal of Excluded Waste materials; or
- 4) the Collection or Disposal of any Waste Materials from Commercial and Industrial Units in the City or in the Parish.

3.03 Additional Work Separately Contracted at Contractor's Election with Commercial and Industrial Units - Contractor may provide waste Collection and Disposal service, and/or recyclables Collection Services for Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

3.04 Additional Work Separately Contracted at Contractor's Election with Residential Units - Contractor may provide any other waste Collection and Disposal services to Residential Units (e.g. Collection and removal of Construction Debris, Large Dead Animals, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

3.05 Yard Waste - All Yard Waste collected by Contractor in accordance with the specifications herein shall be deposited at the Lafayette Municipal Composting Facility ("Compost Facility") at 400 Dugas Road from 7:00 a.m. to 3:30 p.m., Monday through Friday and 7:00 a.m. to 12:00 p.m. on Saturdays. Yard Waste collection shall be the same day as that Residential Unit's scheduled solid waste collection day. LCG has a preset rate established by ordinance (currently six (6) dollars per cubic yard) for the Disposal of Yard Waste at this facility. Nothing in this Contract shall be taken to mean that this rate cannot or will not change during the term of this Contract. Contractor shall provide LCG a certified measurement of the volume of each of the Yard Waste Collection Vehicles and the charge for each delivery of Yard Waste to the Compost Facility which shall be calculated based on either a half load, a three-quarter load, or a full load. Only Yard Waste shall be accepted at the Lafayette Municipal Composting Facility.

3.06 Recycling In the City of Lafayette only, Contractor shall collect all Recyclable Materials from all Recycling Carts placed curbside at Residential Units once per week using approved Recycling Routes.

Contractor shall transport the collected Recyclable Materials to a Processing/Storage Yard or directly to a Buyer. Contractor shall be solely responsible for the purchase, storage, and delivery of Recycling Carts to Residential Units that have opted to receive a cart for the

purpose of recycling, all at the Contractor's sole expense.

Contractor shall provide a minimum of two geographically distinct Drop-Off locations for the Rural Area residents to be approved by LCG and fully operational when the contract starts. One of which may be at the Environmental Quality Convenience Center (EQCC) (see Section 3.07, below). Recycling Drop-Off Centers are to handle all categories of Recyclable Materials accepted in the Curbside Collection Program. Contractor is responsible for the maintenance of such Drop-Off Centers but may subcontract this operation.

The Recyclable Materials scheduled collection day for each Residential Unit shall be the same day as that Residential Unit's scheduled solid waste collection day.

The Recycling Carts shall be a different color from the household trash carts upon approval by LCG. Recycling carts will be delivered by request only. LCG's best estimate is that 35-40% of the City of Lafayette's Households will request a recycling cart.

The Contractor shall have a plan, acceptable to LCG, to determine if materials that are not accepted in the Recycling Program are in a recycling cart and address the contamination.

Contractor shall submit to the LCG Director of Public Works, or his designee, on a monthly basis (by the 15<sup>th</sup> of the month) a report for the Recycling Program for the previous month. In addition, Contractor shall submit to the LCG Director of Public Works, or his designee, on an annual basis (by the January 30<sup>th</sup> of every year) a Recycling Program Report for the previous year. Monthly and annual Recycling Program Reports shall include:

- Total pounds of Recyclable Materials collected by route.
- Number of Carts requested and number of Carts provided, with indication as to whether it is a replacement or new Cart request.
- Residential Unit non-compliance with Recyclable Materials requirements. Contractor shall provide full addresses for each non-compliant Residential Unit where Contractor left a notice of improper materials in Curbside Recyclable Materials Carts, indicating the improper material.
- Summary of tonnages of Recyclable Materials rejected.
- Other data as may be reasonably requested by LCG.

### 3.07 Operations of Environmental Quality Convenience Center (EQCC) -

Location of Facility will be 400 Dugas Road, Lafayette Parish, Louisiana.

Operation and Maintenance of the EQCC is primarily for the use of residents from the City of Lafayette and the Rural Area, to dispose of Garbage, Bulky Waste, Construction Debris, White Good, Recycling, and other residential Solid Waste, at no charge. The objective of the Trash Drop-off Site is to provide the residents with a convenient location to deposit Solid Waste so as to avoid dumping throughout the Parish. Residential waste from citizens residing outside of the City of Lafayette or the Rural Area will also be collected for a fee. In addition, Contractor shall accept and store Passenger Tires, Automotive Fluids, Oil Filters, used cooking oil and Automotive Batteries from Residential Units only. The Contractor must check the driver's license or current utility bill of every person at the EQCC Site prior to acceptance of waste material.

The Contractor shall provide all the necessary equipment, labor and materials to operate the EQCC site. LCG shall provide the land and facility for the operation. The Contractor shall provide full-time attendants, roll-off containers, compactors, dumpsters, and other incidentals necessary to effectively operate the site. Should additional containers or equipment be required, the Contractor shall provide them at no additional charge to LCG. The Contractor shall be solely responsible for ensuring that adequate Containers are provided during periods when full Containers are being hauled to the disposal facility. The Contractor shall be solely responsible to service and maintain cleanliness at the site on an as-needed basis.

The Contractor must provide the necessary number of competent workmen on-site at all times during working hours to ensure proper operation of the facility. The employees must be capable of screening incoming waste, maintaining logs, and notifying the necessary vendors and designated Recycling Companies when servicing and maintenance is required. The employees shall also be responsible for general policing, clean-up and security. The employees will be responsible for securing the containers in the evening at closing time, as well as opening the site in the morning. All workmen onsite shall wear uniforms at all times designated by the Contractor and approved by LCG.

The Contractor shall be solely responsible for all costs associated with the collection, removal, and hauling of all Solid Waste collected at the EQCC Site. LCG shall be responsible for all disposal fees incurred at the receiving facility or landfill. The cost for the operation of the Center is included in the monthly per unit cost.

The Contractor shall maintain detailed records on the quantities of Solid Waste brought to the EQCC Site, as well as the total amount of Solid Waste that is delivered to the receiving facility or landfill. Records shall include, at a minimum, the hauling date, time, type of materials by weight or volume (Solid Waste, White Goods, other Scrap Metals, each type of used Automotive Fluid, oil filters, Tires, and Automotive Batteries), gate logs, location of

receiving facility and other reasonable requests for information by the LCG.

Contractor shall submit a monthly invoice for reimbursement of disposal fees along with supporting documentation. Any disposed items receiving salvage value shall be credited on the monthly invoice.

Hours of Operation of the EQCC will be Wednesday through Sunday from 9:00 am – 5:30 pm and are subject to change at the discretion of LCG. Maintenance and upkeep can be done on days when center is closed.

Periodically, LCG may utilize the EQCC Site in conjunction with certain special collection events/uses. Contractor shall accommodate LCG in its conducting of said activities.

There may be a once a month household hazardous waste collection day at the EQCC. It will be held on a Saturday, hosted by LCG. The Contractor will keep regular staff onsite to facilitate ID verification and normal operations.

Notwithstanding anything in this Section 3.07 to the contrary, in the event the EQCC is not, as determined by LCG, substantially complete on or before November 1, 2023, Contractor shall not be obligated to provide operation and maintenance services of the EQCC under this Contract and shall not bill for or otherwise collect the per month, per customer charge for same until such time as the EQCC reaches, as determined by LCG, substantial completion and Contractor is directed by LCG to provide operation and maintenance services at the EQCC and bill/collect for same.

#### 4.0 COLLECTION OPERATIONS - GENERAL PROVISIONS

- 4.01 Location of Carts and Yard Waste for Collection - All Carts and Yard Waste shall be placed at curbside, in front of the residential address for Collection, unless Contractor and LCG jointly approve an alternative location. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Carts and Yard Waste 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, Carts and Yard Waste shall be placed as close as practicable to an access point for the Collection Vehicle. Contractor may decline to collect any Cart or Yard Waste not properly placed at curbside for Collection.
- 4.02 Hours of Operation - Collection of Waste Material shall not start before 4:00 A.M. or continue after 8:00 p.m. Exceptions to Collection Hours shall be affected only upon approval by the LCG Director of Public Works.
- 4.03 Routes of Collection - Residential Unit Collection Routes shall be proposed by Contractor. Contractor shall submit a map designating the Residential Unit Collection Routes to LCG for approval, which approval shall not be unreasonably withheld, at least two (2) weeks in



advance of the commencement date for such route Collection activity. Contractor may from time to time make changes in routes or days of Collection affecting Residential Units, provided such changes in routes or days of Collection are submitted to LCG for approval at least two (2) weeks in advance of the commencement date for such changes. Contractor shall promptly give written or published notice to the affected Residential Units. All curbside services should occur on the same collection day. LCG may from time to time request that changes in routes or days of Collection affecting Residential Units be made, the approval of which shall not be unreasonably withheld by Contractor. Contractor shall promptly give written or published notice to the affected Residential Units.

4.04 Non-Access Provision- Contractor will not be required to pick up Waste Material if a road becomes impassable and prohibits access to a Residential Unit from any direction on a roadway. Contractor, however, will be required to notify LCG of this occurrence and will be required to pick up Waste Material at the nearest public roadway or at a point of closure.

4.05 Holidays - The following shall be holidays for purposes of this Contract:

- New Year's Day
- Martin Luther King Day
- Mardi Gras
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Any Other Holiday Designated by LCG.

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of Collection Service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide Collection Service at Residential Units at least once per week.

4.06 Complaints - All complaints shall be made or referred to Contractor and shall be given prompt and courteous attention. In the case of an alleged Missed Collection, Contractor shall promptly investigate and, if such allegation is determined to be legitimate, shall collect the previously uncollected Waste material within 24 hours after the complaint is received.

Contractor shall submit to the LCG Director of Public Works, or his designee, on a monthly basis (by the 15<sup>th</sup> of the month) a report of all complaint calls for the previous month, as well as the status of each complaint (the "Report"). In addition, Contractor shall submit to the LCG Director of Public Works, or his designee, on an annual basis (by the January 30<sup>th</sup> of every year) a report of all complaint calls for the previous year, as well as the status of each complaint (the "Report"). The Reports shall be in a format approved by the LCG Director of Public Works and shall contain the following information:

- 1) Tracking System Case Number;
- 2) Date and time of call;
- 3) Customer name, address, and phone number;
- 4) Nature of the complaint;
- 5) Contractor determination as to legitimate or non-legitimate complaint; and
- 6) Date, time and action taken to resolve complaint.

4.07 Penalties - Any penalties associated with failure to perform as described below shall be deducted from LCG's monthly payment to Contractor.

- Contractor's failure to collect Waste Material from a Residential Unit within twenty-four (24) hours after notification to the Contractor by LCG or said Residential Unit of a missed collection.  
Liquidated Damage: \$50.00/day per unit.
- Contractor's failure to adequately contain, tie, or enclose the Waste Material hauled by Contractor to minimize leaking, spilling or blowing from the Collection Vehicle.  
Liquidated Damage: \$50.00/day per occurrence.
- Contractor's failure to timely submit required monthly and annual reports as provided in this Contract.  
Liquidated Damage: \$50.00/day.
- Contractor's failure to remove Dead Animals within twelve (12) hours of notification to the Contractor from either a Residential Unit or LCG.  
Liquidated Damage: \$50.00/day per occurrence.
- Contractor's failure to replace Carts up-right, with lid closed, after the first notification of such violation to the Contractor from the Residential Unit or LCG.  
Liquidated Damage: \$50.00/day per occurrence.
- Contractor's failure to provide repairs and/or a replacement Cart for a damaged, stolen or otherwise missing Cart, or an additional Cart, or a new Cart for an added unit within seventy-two (72) hours from notification to the Contractor by a Residential Unit or LCG.  
Liquidated Damage: \$50.00/day per occurrence.
- Contractor's failure to respond to a complaint within 24 hours of its receipt (verbal or written) regarding Collection of Waste Material.  
Liquidated Damage: \$50.00/day per occurrence.
- Repetition of complaint(s) on a specified route or at a location after notification to the Contractor by LCG or the Residential Unit, of spilling, non-collection, crossing planted area, thrown Carts, Carts blocking driveway, Carts in street, leaving Solid Waste or Recyclable Materials in Carts or Bins, or similar violations.

Liquidated Damage: \$50.00/violation.

- Contractor's failure to remedy deficiencies at the EQCC and/or Recyclable Material Drop-off Centers noted by LCG or the Louisiana Department of Environmental Quality (LDEQ) within 24 hours of the notification to Contractor of said deficiencies.  
Liquidated Damage: \$1,000.00/day per occurrence.
- Contractor's failure to secure and prevent or clean-up any leakage of fluids or littering materials.  
Liquidated Damage: \$200.00/day per occurrence.
- Contractor's failure to provide and maintain sufficient Containers, roll-off boxes, dumpsters and/or compactors empty and ready to receive waste at the EQCC.  
Liquidated Damage: \$200.00/day per occurrence.

4.08 Vehicles and Equipment - Contractor shall furnish vehicles that are for the use of providing Collection Service under this Contract, and shall be responsible for the purchase, operation and maintenance of all equipment used to perform the obligations in this Contract. Contractor shall provide adequate and sufficient trucks, garages, shops, and yards to provide all weather year-round operation and to adequately clean and maintain vehicles and equipment. Contractor shall maintain and be responsible for equipment replacement when necessary. Contractor shall provide an adequate number of Collection Vehicles to fulfill the requirements of these specifications for regular Collection and transportation service.

4.08.1 Contractor shall also have sufficient Spare Vehicles and equipment that can be put into service and operation within four (4) hours of any breakdown, in order to ensure proper Collection and transportation services.

4.08.2 All Collection Vehicles and equipment used in Collection and transportation services provided within the Service Area shall be (i) new, previously unlicensed chassis and body at the commencement of this Contract and (ii) for the Spare Vehicles, no more than two (2) years old at the commencement of this Contract. Contractor shall provide an age report of its fleet annually to LCG. When any vehicle becomes five (5) years old, it shall be removed from service under this Contract, and replaced by a new vehicle.

4.08.3 In all cases, Collection Vehicles specifically used for the collection of Solid Waste and Recycling, shall be equipped with a closed body.

The capacity of rear loader vehicles used for the manual Collection of Yard Waste, White Goods, and Bulky Items shall not exceed twenty-five (25) cubic yards (compacted - excluding hopper volume). The capacity of Automated Collection vehicles used for Automated Collection shall be a minimum 28 cubic yards but

not more than 33 cubic yards (compacted- excluding hopper volume).

- 4.08.4 All vehicles shall be kept in good repair and in a sanitary condition at all times. To ensure compliance herewith, LCG reserves the right to inspect Contractor vehicles at any reasonable time to determine said conditions are acceptable, and to require corrective action to ensure that all vehicles are properly maintained and in sanitary condition at all times.
- 4.08.5 All vehicles used in association with this Contract shall be maintained in a manner so as to project a positive public image and to avoid complaints from residents within the Service Area. All vehicles so used shall be washed weekly (minimum) to avoid odors and maintain a positive public image. Any vehicle in poor condition as to appearance shall be painted when requested by LCG.
- 4.08.6 All vehicles must be clearly identified with the Contractor's name, phone number, truck number, and the company logo on each side and permitted according to all appropriate state and local LCG codes and ordinances for vehicles of this type. The identity and telephone number of Contractor shall be in letters not less than four inches (4") high and of a color contrasting with the color of the equipment or signage. Suggested colors and logos chosen by Contractor shall be submitted to LCG for review and concurrence prior to painting any vehicles to be used in carrying out the Collection Service required under this Contract.
- 4.08.7 No advertising shall be permitted on Collection Vehicles unless approved in writing in advance by the LCG Director of Public Works.
- 4.09 Supervision by Contractor - Contractor shall be responsible for supervision of all employees and personnel required for the work under this Contract.
- 4.10 Office - Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Service Area. It shall be equipped with sufficient telephones and shall have a responsible local person in charge from 7:00 A.M. to 5:00 P.M on regular Collection days. Contractor shall provide a local call center.
- 4.11 Hauling - All Waste Material hauled by Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 4.12 Disposal - All Waste Material collected within the Service Area under this Contract shall be deposited at a Disposal Site properly authorized by the State of Louisiana. Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and Contractor shall bear all Disposal costs.
- 4.13 Point of Contact - All dealings, contacts, etc., between Contractor and LCG shall be done as

provided for in Exhibit "E".

- 4.14 Litter or Spillage - Contractor shall not litter premises at the point of service during Collections. Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of any spillage by Contractor, Contractor shall immediately temporarily discontinue its collection procedures and shall make a reasonable effort to clean up the litter caused by the spillage.

## 5.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 5.01 Waste Material Collection and Disposal Rates - The prices to be paid by LCG for the Collection and Disposal of Waste Material from all Residential Units shall be as shown on Proposal Form as adjusted in accordance with Section 5.03 herein, and shall be computed based upon the actual number of Residential Units to which Contractor provided such services during each month of this Contract. LCG shall also pay Contractor the other costs and charges that are approved by LCG, whose approval shall not be unreasonably withheld, as specified in Section 5.02 herein.

- 5.02 Tax/Cost Increases - Contractor may petition LCG for additional rate and price adjustments on the basis of increases in cost to Contractor due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes). Except as provided expressly herein, the charges for Contractor's service with respect to this Contract shall include all taxes, transportation costs and Disposal fees.

### 5.03 Modification to Rates

- 5.03.1 The Base Residential Rate that may be charged by Contractor for the second and subsequent years of this Contract shall be adjusted to reflect changes in the cost of operations as reflected by fluctuations in the Consumer Price Index for All Urban Consumers "Garbage and Trash Collection" (the "Garbage Index"), as published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI Series Report ID: CUUR0000S:EHG02) and the Average Price Data for Diesel (the "Diesel Index"), as published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI Series Report ID: APU000074717). Beginning November 1, 2024, and every twelve months thereafter (the "Base Residential Rate Modification Date"), the Base Residential Rate shall be increased or decreased for the ensuing twelve-month period in an amount equal to ninety percent (90%) of the net change in the Garbage Index plus ten percent (10%) of the net change in the Diesel Index. All net changes are to be computed as the difference between the index value for the month of September of the preceding year and the index value for the month of September of the current year. The composite positive or negative change shall be applied to the existing Base

Residential Rate to derive the rate that will be applied during the following twelve-month period of the Contract. The increase in any one fiscal year shall be limited to a maximum of eight percent (8%).

As soon as possible after the Base Residential Rate Modification Date, Contractor shall send to LCG a comparative statement setting out for both the Garbage and Diesel Indices, the following: (1) the index value for the month of September of the preceding year; (2) the index value for the month of September of the current year; (3) the net change; (4) the fractional net change equal to ninety percent (90%) of the net change in the Garbage Index and ten (10%) of the net change in the Diesel Index; (5) the composite change and (6) the modified base residential rate which may be charged by Contractor. On the next billing date after the receipt of the comparative statement, LCG shall pay Contractor or Contractor shall credit LCG, as the case may be, a lump sum equal to the increase or decrease applicable to that portion of the current period which has elapsed and, thereafter the fees charged by Contractor shall be modified to reflect the modified base residential rate. (See Exhibit C) for an example of how the Base Residential Rate Modification shall be calculated).

- 5.03.2 The Base Residential Rate that may be charged by Contractor for the second and subsequent years shall also be increased or decreased, as the case may be, to reflect increases or decreases in Contractor's Disposal rate, including rate modifications at the LCG Compost Facility. However, prior to LCG increasing fees to reflect an increase in Contractor's Disposal rate charged by any facility, other than the LCG Compost Facility, Contractor shall provide justification to LCG of such rate increase in the form of audited accounting statements, which shall clearly show the reason for the increase. Fees shall not be increased without LCG approval, which approval shall not be unreasonably withheld.

In the event at any time during the initial 5-year term either the cumulative increases in the Disposal rate, exclusive of the modifications made pursuant to Section 5.03.1, exceeds 20-percent of the initial Disposal rate or LCG is otherwise able to achieve a 20-percent reduction in the Disposal rate, taking into account additional transportation costs if applicable, then LCG shall have the right but not the obligation, to redirect some or all of the Residential Solid Waste collected under this Contract to another existing or new Disposal facility. If LCG redirects, Contractor shall obey LCG's order and its rate shall be adjusted accordingly to reflect the new Disposal rate and any changes in the transportation cost, or alternatively, Contractor may continue to dispose of waste at the then utilized facility, but must adjust the rates to reflect what the rate would have been if the proposed facility would have been used.

In the event that at any time during a successive 5-year term either the cumulative increases in the Disposal rate, exclusive of the modifications made pursuant to Section 5.03.1, exceeds 20-percent of the Disposal rate at the beginning of the term or LCG is otherwise able to achieve a 20-percent reduction in the Disposal rate, taking into account additional transportation costs if applicable, then LCG shall have the same right but not the obligation to redirect the waste stream as referenced above.

The following shall apply for purposes of calculating any adjustment to Contractor's fees under this subparagraph: For Residential Units, any fee adjustment shall be based upon each single-family residence generating one and one-fifth tons of Solid Waste per year. Where Contractor's Disposal rate is calculated on a truck yard basis, each Residential Unit shall be deemed to generate 4.8 truck yards of Solid Waste per year.

5.03.3 Contractor shall be entitled to recover the increased labor cost, as defined below, resulting directly from any increase in the minimum wage imposed by law after the onset of this Contract. Such labor cost shall include direct wages paid to employees or contract workers, as well as the administrative surcharge imposed by any contract labor supplier less any discounts, and as to direct employees of Contractor, the cost of the employer portion of Social Security, Medicare, Workers Compensation, Unemployment Compensation (Federal and State), vacation, holiday and overtime pay.

To calculate the increased labor cost on a per unit per month basis, the following method will be utilized:

The number of labor hours utilized from the commencement of service under the contract to the end of the last full month prior to the effective date of the change in minimum wage, divided by the number of full months prior to the effective date of the change in minimum wage, times the total adjusted cost per hour, divided by the average number of units for the same period.

Contractor shall provide LCG with documentation to validate the increase costs incurred within thirty (30) days after the effective date of the increase. The increase shall be retroactive to the effective date of the change in minimum wage.

5.04 Delinquent and Closed Accounts - Contractor shall discontinue Waste Material Collection Service at any Residential Unit as set forth in a written notice sent to it by LCG. Upon further notification by LCG, Contractor shall resume Waste Material Collection on the next regularly scheduled Collection day. LCG shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from Contractor discontinuing service at any location at the direction of LCG.

- 5.05 Contractor Billings - Contractor shall bill LCG for Waste Material Collection and Disposal services rendered to Residential Units within the City of Lafayette within ten (10) days following the end of the month and LCG shall pay Contractor within fifteen (15) days from receipt of a correct and complete bill. The number of Residential Units shall be based on a certified copy of the Lafayette Utilities System's current billing records. Such billing and payment shall be based on the price rates and schedules set forth in this Contract. Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not LCG collects from the customer for such service.

For all Residential Units within the Rural Area, Contractor shall provide the billing and collection of payment process for each rural Residential customer for whom Contractor is providing Collection and Disposal services individually, at Contractor's own expense. Such billing shall be based on the price rates and schedules set forth in this Contract. Contractor may bill the individual rural Residential customer in advance (either monthly, bimonthly, but not to exceed quarterly). Should the rural Residential customer not pay the bill in a timely manner (more than fifteen (15) days delinquent, after the beginning of a new billing period), Contractor shall have the right to refuse to provide Collection Service, and the Contractor shall immediately inform LCG at which time the Environmental Service Fee, attributable to the delinquent account of the rural Residential customer, will be deducted from the amount due LCG. In the event the rural Residential customer brings his/her/its delinquent account current, Contractor shall remit to LCG the Environmental Service Fee owed on that account within fifteen (15) days of Contractor's receipt of customer's payment.

Contractor's base price for the Collection and Disposal of each Residential Unit in the Rural Area shall include an LCG Environmental Services Fee of \$4.21 per month per Rural Residential Customer. The Environmental Services Fee shall be adjusted in accordance with changes to this fee authorized by LCG. The Environmental Services Fee must be itemized on the Rural Residential Customer's bill. Contractor shall be required to remit to LCG, no more than fifteen (15) days after the end of the previous calendar month, the Environmental Services Fee per month per Rural Residential Customer collected by Contractor.

- 5.06 Audit - Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to all operations relating to this Contract and shall make such materials available at its respective offices at all reasonable times during the Contract period and for three (3) years from the date of final payment under this Contract, for inspection by LCG or its duly authorized auditor and copies thereof shall be furnished if requested. All audits will be conducted in a manner that minimizes interruption of Contractor's daily activities and shall be paid for by LCG.

- 5.07 Non-Appropriation Clause. The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the City and Parish Councils. If the City and Parish Councils fail to appropriate sufficient moneys to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Mayor-President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for



that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### 6.0 SECURITY FOR PERFORMANCE AND PAYMENT; AVERAGE MONTHLY SERVICE EFFECTIVENESS RATE ("AMSER")

- 6.01 As security for the performance of this Contract, Contractor shall furnish at execution of this Contract (a) a corporate guaranty from its parent company in the form and amount acceptable to LCG to be attached as Exhibit "D" (the "Corporate Guaranty"), and (b) a performance and payment bond in an amount equal to four (4) months of the value of the initial term of this Contract in the form attached hereto as Exhibit "D" (the "Bond").

The Bond will be issued to secure the full, faithful performance of the entire Contract and the payment of all obligations arising thereunder, including obligations to pay all laborers, mechanics, material men, and Subcontractors, and all other persons who supply such persons with provisions and supplies for the performance of such work. Both the Corporate Guaranty and the Bond shall remain in effect for the entire term of the Contract. 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.

The surety company issuing the Bond shall provide a bond with an A.M. Best Key rating Guide rating of B+ minimum, class 6 minimum, and listed on the U.S. Department of Treasury financial Management Service List of approved bonding companies, which is published annually in the Federal Register Circular No. 570 showing an underwriting limitation sufficient to cover 100 percent of the bond amount. The surety company furnishing the Bond shall also have an agent or representative with a permanent office in the State of Louisiana, upon whom notices referred to in this Contract may be served. A certificate from the surety showing that the bond premium is paid in full shall accompany the Bond.

LCG agrees that, in the event of a default by Contractor which, under the terms of this Contract, would give rise to a right by LCG to make a claim under the Bond and an obligation by Contractor to make a payment pursuant to the Corporate Guaranty, LCG will present a written demand upon Contractor's parent corporation for payment pursuant to the Corporate Guaranty at least sixty (60) days prior to making any claim under the Bond, and further agrees that it shall make demand under the Bond only in the event that (a) Contractor's parent corporation fails to make said payment pursuant to the Corporate Guaranty or (b) the amount of the payment made pursuant to the Corporate Guaranty is insufficient to compensate LCG for the losses it is claiming as a direct result of Contractor's default.

- 6.02 In order to ensure the efficient and diligent performance, by Contractor, of the Collection Service obligations under this Contract, the Contractor shall maintain an Average Monthly

Service Effectiveness Rate (“AMSER”) of 99.75% or higher, as calculated in Exhibit “F” of this Contract. Each time the AMSER falls below 99.75% for three (3) consecutive months in any given twelve (12) month period, the Contractor shall pay seventy-five thousand (\$75,000.00) dollars to LCG. All required AMSER payments made shall be made by Contractor within sixty (60) days of receipt by Contractor of written demand from LCG.

## 7.0 COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable local, state, and federal laws; provided, however, that the Contract shall govern the obligations of Contractor where there exist conflicting ordinances of LCG on the subject.

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

## 8.0 NON-DISCRIMINATION

In connection with the execution of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employments, notices setting forth the provisions of this non-discrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Contractor will comply with all the provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Contracting agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and Contractor may be declared ineligible for further

governmental contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provisions of the paragraphs in Section 8.0 of this Contract in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## 9.0 RISK ALLOCATION AND INDEMNITY

9.01 Contractor shall defend, indemnify, and hold forever harmless LCG and its respective employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons for whom they may be deemed liable and/or answerable, to the extent permitted by law, from and against any and all claims, demands causes of action, and/or rights of action arising out of or resulting from the performance of any work and/or obligations contemplated under this Contract, including but not limited to, any and all claims for damages, losses, expenses and/or attorney's fees which result from any breach by Contractor of any of the terms, provisions, conditions, and/or limitations of the Contract, as well as any and all claims resulting from the sole negligence, liability, strict liability, and/or fault of the Contractor and/or the joint and/or concurrent negligence, liability, strict liability, and/or fault of the Contractor with any other persons or parties whomsoever.

Contractor further agrees that he will defend, indemnify, and hold forever harmless LCG and its respective employees, agents, representatives, officers, directors, elected and appointed officials, and any and all persons for whom they may be deemed liable and/or answerable, to the extent permitted by law, from and against any and all claims, demands causes of action, and/or rights of action arising out of the lawful demands of Subcontractors, laborers, workmen, mechanic, material-men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. At LCG's request, Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, LCG may, after having served written notice on Contractor, either pay unpaid bills, of which LCG has written notice, direct, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished that all liabilities have been fully discharged.

Notwithstanding the aforesaid, nothing contained herein shall be deemed to limit the obligations of any insurance company providing coverage in accordance with the terms of this Contract to defend, indemnify, and hold harmless LCG, its respective employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons or parties whomsoever to the full extent of their insurance contract and/or as required by law.

- 9.02 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Cart or Yard Waste placed for Collection. In such situations, Contractor shall contact LCG and LCG shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or Producer of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or Producer of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and Disposal of such Excluded Waste. LCG shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or Producer of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to LCG's providing all such reasonable assistance to Contractor, Contractor shall release LCG from any liability for: any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to LCG.

## 10.0 LICENSES AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by LCG, the State and the United States.

## 11.0 FORCE MAJEURE

Any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

## 12.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety, or in part, without the other party's prior written consent, which consent, shall not be unreasonably withheld. Notwithstanding

the foregoing, Contractor may assign this Contract without LCG's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

### 13.0 NON-EXCLUSIVE FRANCHISE AGREEMENT

Contractor shall have a non-exclusive franchise, license and privilege to provide Waste Material collection and Disposal services within the corporate limits of the City of Lafayette and the Rural Area for and on behalf of LCG to the designated Residential Units covered by this Contract.

### 14.0 TERMINATION

Upon written notice to Contractor, LCG shall have the right to terminate the Contract in the event of fraud, misrepresentation, or breach of the terms of the Contract by Contractor. LCG shall also have the right to terminate the Contract if the Average Monthly Service Effectiveness Rate, as calculated in Exhibit "F" of this Contract, falls below 99.75% for six (6) consecutive months in any given twelve (12) month period. LCG shall have the right to cancel the Contract immediately if Contractor does not have all insurance coverage in full force and effect during the term of the Contract.

### 15.0 TITLE TO WASTE MATERIAL

Title to and liability for Waste Material shall pass to Contractor when placed in Contractor's Collection Vehicle and shall remain with Contractor until the Waste Material is deposited at an authorized Disposal Site. Title to and liability for any Excluded Waste shall remain with the Producer or depositor of such waste and shall at no time pass to Contractor.

### 16.0 CONTRACTOR'S PROPERTY

All Carts, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. LCG and its Residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume) or alter the equipment.

Contractor agrees to provide, deliver and maintain the 90 gallon or larger carts for Solid Waste and Recyclables, which are necessary to provide Automated Collection. The initial (first) Cart furnished to the Resident for each will be at the expense of Contractor. If the Resident desires a second Cart for either Solid Waste, Recyclables, or both, the Resident will be charged \$90.00 per Cart for the cost of same by Contractor who will directly bill the Resident.

Contractor agrees that if the initially furnished Cart is broken through no fault of the Resident or if the Cart cannot be used as a result of normal wear and tear, or if a Cart is stolen and the Resident owner has filed a police report, Contractor shall replace same without charge. The house count to confirm the number of Containers needed in the Rural Area shall be a joint house count by Contractor and LCG. LCG reserves the right to recount at any time in the year and up to once a year Contractor shall base the number of Containers needed in the City on a certified copy of the Lafayette Utilities System's current billing records.

Contractor shall maintain a complete inventory of all real and personal property, building, furnishings, containers, vehicles and any other pieces of equipment necessary for the performance of this Contract and shall furnish LCG with such inventory list upon request.

#### 17.0 NEWLY DEVELOPED AREAS

Contractor shall, within thirty (30) days of notification from LCG, provide Waste Material Collection and Disposal services according to the terms of this Contract to newly developed areas within LCG's established Service Areas as well as all areas as annexed by LCG.

Should a Rural Area be annexed by any other municipality, Contractor is no longer responsible to serve the previously served Rural Residential Units in the annexed area. Should a credit be due to the Residential Customer, Contractor shall provide the Rural Residential Customer the amount due within thirty (30) days.

#### 18.0 MISCELLANEOUS TERMS

18.01 Contractor may provide any of the services covered by this Contract through its affiliates or Subcontractors, provided that Contractor shall remain responsible for the performance of all such service and obligations in accordance with the terms of this Contract. Nothing contained in this Contract shall create any contractual relation between any Subcontractor or affiliate of Contractor and LCG.

18.02 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.

18.03 Contractor shall at all times use due diligence to avoid causing unreasonable obstructions to traffic while performing the work contemplated under the Contract. The convenience of the general public, the Residents along and adjacent to the routes, and the protection of persons and property are of prime importance and shall be adequately provided for by Contractor.

- 18.04 Intentionally Deleted.
- 18.05 Contractor is hereby further notified that for reasonable cause or suspicion, Contractor or Contractor's employees are subject to drug testing while engaged in business on LCG property as per LCG's Comprehensive Substance Abuse Policy and Procedure Memorandum 2161-10, Article 4.2.
- 18.06 No intellectual property ("IP") rights in any of Contractor's IP are granted to LCG under this Contract.
- 18.07 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 18.08 If any provision of this Contract shall be invalid, illegal, or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 18.09 By November 1 for every year starting in 2023, funding in the following amounts and for the following LCG Programs shall be paid by Contractor to LCG as part of this Contract:
- 18.09.01 Advertising and Public Awareness Funds. - Contractor shall fund LCG \$25,000 as part of this Contract for advertising, public awareness and education relating to Waste Material Disposal, Recycling, Waste Reduction, and/or Composting.
- 18.09.02 Household Hazardous Waste/Waste Diversion Projects - Contractor shall fund LCG \$250,000 as part of this Contract for the Household Hazardous Waste Project and other waste diversion projects. This amount may be reviewed and adjusted annually as agreed to by both parties. If the amount funded is adjusted, Contractor reserves the right to adjust the per month per unit rate to LCG and the Rural Residential Customers.
- 18.09.03 Biodegradable/Non-Biodegradable Yard Waste Bags - Contractor shall fund LCG \$50,000 as part of this Contract for expenses related to LCG separating Yard Waste from non-biodegradable bags brought by Contractor to the Lafayette Municipal Composting Facility and making available alternative bio-degradable bags to residential customers. Contractor will also provide LCG with an adequate disposal container(s), which will be used by LCG to deposit non-biodegradable bags and Yard Waste that is commingled with Solid Waste. Contractor is responsible for routinely emptying the disposal container(s) (average 30 yds disposal per month) at an appropriate Disposal Site at no cost.

- 18.10 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 18.11 This Contract shall be interpreted and governed by the laws of the State of Louisiana. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Contract or the services contemplated hereby shall be brought in the 15<sup>th</sup> Judicial District Court, Parish of Lafayette, State of Louisiana. By submitting a proposal for this Contract, Contractor (i) consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding; (ii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any such suit, action, or proceeding in such court or that any such suit, action, or proceeding which is brought in such court has been brought in an inconvenient forum; (iii) will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court; and (iv) will not bring any action relating to this Contract or any of the services contemplated hereby in any other court.
- 18.12 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties and/or their affiliates regarding the subject matter of this Contract. All such prior agreements shall be deemed terminated by mutual consent of the parties upon execution of this Contract.
- 18.13 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court costs or other costs incurred in such litigation or proceeding.



**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

|                                  |   |
|----------------------------------|---|
| Coverage A                       | Statutory – as required by Louisiana law governing workers' compensation  |
| Coverage B – Employers Liability | \$2,000,000 each Bodily Injury by Accident<br>\$2,000,000 policy limit Bodily Injury by Disease<br>\$2,000,000 each occurrence Bodily Injury by Disease |

Automobile Liability

|   |  |
|---|--|
| Bodily Injury/Property Damage Combined – Single Limit | \$2,000,000<br>Coverage is to apply to any auto, including all owned, non-owned, scheduled, hired and lease vehicles.  |
| Motor Carrier Act of 1980 Endorsement                 | The policy shall be endorsed for the financial responsibility requirements for public liability under Sections 29 and 30 of the Motor Carrier Act of 1980 using ISO FORM MCS-90. |

Commercial General Liability

|   |   |
|---|---|
| Bodily Injury/Property Damage Combined – Single Limit | \$2,000,000 each occurrence<br>\$10,000,000 general aggregate |
|---|---|

Prior to this Contract being executed, Contractor shall furnish LCG with an Accord Certificate of Insurance on a form reasonably acceptable to LCG and approved by the insurance commissioner evidencing that such coverages are in effect. All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by LCG. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A+" and a financial size category of at least AV11. Prior to this Contract being executed, Contractor shall furnish LCG with a certificate of insurance on a form reasonably acceptable to LCG, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice to LCG of cancellation or material changes to any policy; (ii) shall show LCG, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers as additional named insureds under all Liability policies; and, (iii) shall contain waivers of subrogation in favor of LCG, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers (including the Worker's Compensation policy). In addition, the following requirements apply:

- The Commercial General Liability policy must include broad form contractual liability coverage specifically covering Contractor's indemnification of LCG herein. The Commercial General Liability policy, at a minimum, must also include coverage for premises operations, independent contractors, products-completed operations, broad form property damage and personal and advertising injury liability.
- The Automobile Liability and Commercial General Liability policies shall also contain cross Liability/Severability of Interests provisions assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**EXHIBIT B  
REQUIRED RESPONSE FORM**

Include this form (or replica) in your qualifications package after the executive summary.

|  |  |
|--|--|
| <b>Name of Proposer:</b>   |  |
| <b>Physical Address of your<br/>Principal Place of<br/>Business:</b> |  |
|  |  |
|  |  |
| <b>Mailing Address:</b>  |  |
|  |  |
|  |  |
| <b>Telephone:</b>  |  |
| <b>Fax:</b>  |  |
| <b>Email:</b>  |  |
| <b>Name of Primary Contact:</b>                                      |  |
| <b>Title of Primary Contact:</b>                                     |  |
| <b>Authorized Signature*:</b>  |  |
| <b>Date:</b>   |  |

\*Corporate Resolution or Certificate of Authority attached: (check one)

YES \_\_\_

NO \_\_\_

**EXHIBIT C**  
**EXAMPLE OF BASE RESIDENTIAL RATE ADJUSTMENT**

*(The following example is for illustrative purposes only)*

2021 Base Residential Rate ("BRR") = \$17.00

**Modified Base Residential Rate Calculation**

| <u>Index</u>                           | <u>Garbage Index</u> <sup>1</sup> | <u>Diesel Index</u> <sup>2</sup> |
|--|-----------------------------------|----------------------------------|
| September 2022 Index Values            | 347.949                           | 2.994                            |
| September 2021 Index Values            | <u>334.300</u>                    | <u>2.914</u>                     |
| Difference                             | 13.649                            | .080                             |
| Divided by September 2021 Index Values | <u>334.300</u>                    | <u>2.914</u>                     |
| Net Change                             | .041                              | .027                             |
| Multiplied by the                      |                                   |                                  |
| Weighing Factor                        | <u>.90</u>                        | <u>.10</u>                       |
| Fractional Net Change                  | .037                              | .003                             |
| Composite Change                       | .04                               |                                  |

Modified Base Residential Rate = BRR + (Composite Change x BRR)

Modified Base Residential Rate = 17.00 + (.04 x 17.00) or **\$17.68**

---

<sup>1</sup> Consumer Price Index for All Urban Consumers "Garbage and Trash Collection" (the "Garbage Index"), as published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI Series Report ID: CUUROOOSEHG02).

<sup>2</sup> Average Price Data for Diesel (the "Diesel Index"), as published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI Series Report ID: APU000074717)

**EXHIBIT D**

**CONTRACTOR'S CORPORATE GUARANTY**  
TO BE PROVIDED UPON EXECUTION OF CONTRACT

**And**

**CONTRACTOR'S PERFORMANCE AND PAYMENT BOND**  
(form provided on following two pages)

## PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ a Corporation duly authorized to transact business in the State of Louisiana, as Surety, are held and firmly bound unto the Lafayette City-Parish Consolidated Government, existing under the laws of the State of Louisiana, in the penal sum of

\_\_\_\_\_ lawful money of the United States, for the payment of which will and truly to be made, the said surety does hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents as follows:

WHEREAS, the Principal has entered into a Contract with the Lafayette City-Parish Consolidated Government, bearing the date of \_\_\_\_\_, for **COLLECTION AND DISPOSAL OF WASTE MATERIAL AND THE OPERATION OF THE ENVIRONMENTAL QUALITY CONVIENENCE CENTER** upon certain terms and conditions, completely set out in said Contract; and

WHEREAS, it was one of the conditions of award by the Consolidated Government, pursuant to which the contract hereinabove referred to was entered into, that these presents shall be executed:

NOW, THEREFORE the conditions of this obligation are such that if the Principal shall in all respects fully comply with the terms and conditions of said Contract and his obligations thereunder, including the specifications, proposals and plans therein referred to and made a part thereof, and such alterations as may be made on such plans and specifications as therein provided for, and shall indemnify and save harmless the Consolidated Government against or from all costs, expenses, damages, injury or loss, to which the Consolidated Government may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default including patent infringement on the part of the Principal, his agents or employees, in the execution of performance of said Contract, and shall promptly pay all claims for damages or injury to property and for work done, or skill, tools, machinery, supplies, labor and materials furnished and debts incurred by the Principal in or about the performance of the work contracted for, this obligation to be void.

And the Surety, for value received hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PERFORMANCE AND PAYMENT BOND

This bond shall be for the use of the Consolidated Government and all persons doing work or furnishing skill, tools, machinery or materials for the purpose of the Contract herein above referred to.

In Testimony whereof, the Principal and the Surety have caused these presents to be duly signed and sealed in two (2) counterparts this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

EXECUTED IN TWO (2) COUNTERPARTS

WITNESSES:

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

\_\_\_\_\_  
BY \_\_\_\_\_

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

\_\_\_\_\_  
BY \_\_\_\_\_  
LA. LICENSE NO. \_\_\_\_\_

**EXHIBIT E**

**COMPLAINT NOTICE AND GENERAL NOTICE REQUIREMENTS**

A Resident or LCG may notify Contractor of a complaint or Missed Collection in any manner that sufficiently apprises Contractor of the nature thereof.

Any other notice permitted or required by this Contract may be sent by facsimile or email with the original document being sent by certified (or registered) mail, return receipt requested, or overnight delivery and shall be effective when received (or refused) via facsimile, email, certified (or registered) mail or overnight delivery and sent and addressed as follows (or to such other facsimile number, email address or address as may be designated by a party in writing):

|                   |                   |  |
|-------------------|-------------------|--|
| If to Contractor: | Title:            | Contractor's Presiding General Manager |
|                   | Mailing address:  | To Be Named                            |
|                   | Facsimile number: | TBD                                    |
|                   | Telephone number: | TBD                                    |
|                   | Email address:    | TBD                                    |

|            |                   |                                       |
|------------|-------------------|---------------------------------------|
| If to LCG: | Title:            | LCG's Presiding Public Works Director |
|            | Mailing address:  | PO Box 4017-C<br>Lafayette, LA 70502  |
|            | Facsimile number: | 337-291-8592                          |
|            | Telephone number: | 337-291-8502                          |
|            | Email address:    | TBD                                   |

AND

|  |                   |   |
|--|-------------------|---|
|  | Title:            | Clerk of the Council<br>Lafayette City-Parish Consolidate<br>Government |
|  | Mailing address:  | PO Box 4017-C<br>Lafayette, LA 70502                                    |
|  | Facsimile number: | 337-291-8592  |
|  | Telephone number: | 337-291-8502  |
|  | Email address:    | TBD   |



EXHIBIT F  
AVERAGE MONTHLY SERVICE EFFECTIVENESS RATE

Each time the Average Monthly Service Effectiveness Rate (“AMSER”) of the Collection Service, as calculated based on the following calculations, falls below 99.75% for three (3) consecutive months in any given twelve (12) month period, as confirmed by LCG, the Contractor shall pay seventy-five thousand (\$75,000.00) dollars to LCG within sixty (60) days of receipt by Contractor of written demand from LCG. For purposes of calculating the AMSER regarding Collection Service, Residential Units Served (“RS”) shall be counted once per actual Residential Unit served by the Contractor, regardless of the number of types of collections completed for that Residential Unit.

Where:       RS = Residential Units Served in the Service Area  
                   VMC = Verified Missed Collection in the Service Area  
                   MSE = Monthly Service Effectiveness in the Service Area

ARS = Average Monthly Residential Units Served in the Service Area  
 AVMC = Average Monthly Verified Missed Collection in the Service Area  
 AMSER = Average Monthly Service Effectiveness Rate in the Service Area

Formulas:

$$\text{ARS} = \text{RS} / \text{Number of Months} \qquad \text{AVMC} = \text{VMC} / \text{Number of Months}$$

$$\text{MSE} = 1 - (\text{VMC} / \text{RS}) \qquad \text{AMSER} = 1 - (\text{AVMC} / \text{ARS})$$

*(Used as an example and for illustrative purposes only)*

| Months: | <u>Apr '22</u>                  | <u>May '22</u> | <u>Jun '22</u> |
|---------|---------------------------------|----------------|----------------|
| RS =    | 200,659                         | 200,636        | 200,481        |
| VMC =   | 723                             | 448            | 654            |
| MSE =   | 99.64%                          | 99.78%         | 99.67%         |
| AMSER = | $1 - (608 / 200,592) = 99.70\%$ |                |                |

***Average Monthly Service Effectiveness Rate for April 2022 – June 2022 =  
99.70%***

# Section IV Contractor's Proposal Form

**SECTION IV**

**CONTRACTOR'S PROPOSAL FORM**

**Lafayette Consolidated Government**

705 W. University Avenue / P.O. Box 4017-C, Lafayette, Louisiana 70502

Pursuant to and in compliance with your "Notice to Contractor's" and other documents relating thereto, the undersigned Contractor, having familiarized himself with the terms of the Contract, the conditions affecting the performance of the Contract, and with the specifications and all other Contract Documents, hereby proposes and agrees to perform the Contract within the time hereinafter stipulated and to provide and furnish any and all labor, materials, tools, equipment, and all utility and transportation services necessary to perform the Contract in connection with the LCG Project designated:

**COLLECTION AND DISPOSAL OF WASTE MATERIAL AND THE OPERATION OF THE ENVIRONMENTAL QUALITY CONVENIENCE CENTER WITHIN THE CITY LIMITS OF LAFAYETTE AND THE RURAL AREAS OF THE PARISH OF LAFAYETTE**

All as required by and in strict accordance with the Contract Documents and with addenda numbered \_\_\_\_\_ issued by LCG's authorized representative, for the following amount or amounts:

**BASE PROPOSAL**

| <b>Item</b>       |   | <b>EXTENSION</b>         | <b>TIME</b>           | <b>EXTENSION</b>     |
|-------------------|---|--------------------------|-----------------------|----------------------|
| <b><u>NO.</u></b> | <b><u>DESCRIPTION, QUANTITY, &amp; UNIT</u></b>   | <b><u>UNIT PRICE</u></b> | <b><u>(MONTH)</u></b> | <b><u>(YEAR)</u></b> |
| <b>1.</b>         | <b>Collection within City of Lafayette:</b>   |                          |                       |                      |
|                   | <b>Per Month Charge For:</b>  |                          |                       |                      |
|                   | Once a Week Collection, Transportation and Disposal of Solid Waste to a LDEQ Approved Landfill;             | \$ _____                 | \$ _____              | x 12 \$ _____        |
|                   | Once a Week Collection, Transportation, and Delivery of Recyclable Materials;                               | \$ _____                 | \$ _____              | x 12 \$ _____        |
|                   | Once a Week Collection, Transportation of Yard Waste to the Lafayette Compost Facility on Dugas Road; and   | \$ _____                 | \$ _____              | x 12 \$ _____        |
|                   | Once a Week Collection, Transportation and Disposal of Bulky Waste and White Goods to a LDEQ approved Site. | \$ _____                 | \$ _____              | x 12 \$ _____        |

Approximately 41,000 City  
of Lafayette households

|   |    |              |                  |  |      |                |    |
|---|----|--------------|------------------|--|------|----------------|----|
|   | \$ |              | \$               |  | x 12 |                | \$ |
| (Residential Unit price per month in words) |    | (In Figures) | (x 41,000 units) |  |      | (Annual Total) |    |

**2. Collection within Rural Area:**

**Per Month Charge For:**

Once a Week Collection, Transportation and Disposal of Solid Waste to a LDEQ Approved Landfill;

|    |  |    |  |      |  |    |
|----|--|----|--|------|--|----|
| \$ |  | \$ |  | x 12 |  | \$ |
|----|--|----|--|------|--|----|

Once a Week Collection, Transportation of Yard Waste to the Lafayette Compost Facility on Dugas Road; and

|    |  |    |  |      |  |    |
|----|--|----|--|------|--|----|
| \$ |  | \$ |  | x 12 |  | \$ |
|----|--|----|--|------|--|----|

Once a Week Collection, Transportation and Disposal of Bulky Waste and White Goods to a LDEQ approved Site.

|    |  |    |  |      |  |    |
|----|--|----|--|------|--|----|
| \$ |  | \$ |  | x 12 |  | \$ |
|----|--|----|--|------|--|----|

Approximately 24,000  
Rural Area households

|   |    |              |                  |  |      |                |    |
|---|----|--------------|------------------|--|------|----------------|----|
|   | \$ |              | \$               |  | x 12 |                | \$ |
| (Residential Unit price per month in words) |    | (In Figures) | (x 24,000 units) |  |      | (Annual Total) |    |

**Item**

|                   |   |                          |
|-------------------|---|--------------------------|
| <b><u>NO.</u></b> | <b><u>DESCRIPTION, QUANTITY, &amp; UNIT</u></b> | <b><u>UNIT PRICE</u></b> |
|-------------------|---|--------------------------|

3. Clean-up Collection, Transportation and Disposal of Solid Waste for Special Occasions Such as Natural Disasters, per hour, per Collection Vehicle (ex. Knuckle Boom).

|                  |    |  |
|------------------|----|--|
|                  | \$ |  |
| (Price in Words) |    |  |

## Alternate Item 1

**1. Operation and Maintenance of the Environmental Quality Convenience Center;  
Servicing City and Rural areas**

**Per Month Charge For:**

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ x 12 \$ \_\_\_\_\_  
(Residential Unit price per month in words) (In Figures) (x 65,000 units) (Annual Total)

The Contractor offers to do work at the unit price as stated on the CONTRACTOR'S PROPOSAL FORM stated. The Contractor declares that he understands the quoted prices of the items above fully cover all necessary material incidental to the project covered under this contract.

The Contractor declares that he understands the rights reserved under this "REQUEST FOR PROPOSALS" by LCG in the letting and awarding of this Contract and the method specified for the preparation of this Proposal.

The Contractor has received, reviewed and fully understands and acknowledges the provisions contained in this "REQUEST FOR PROPOSALS".

The undersigned Contractor agrees that, if written "NOTICE OF ACCEPTANCE/AWARD" of this Proposal is mailed, telegraphed, or delivered to him within sixty (60) days after the date of opening of the proposals, or at any time thereafter before this proposal is withdrawn, he will execute the contract in accordance with the Proposal as accepted within ten (10) days after such "NOTICE OF ACCEPTANCE/AWARD" is given.

Accompanying this Proposal is a bid guaranty payable to Lafayette City-Parish Consolidated Government as follows (Choose One):

- A. Certified Check in the Amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
for the amount of Five Percent (5%) of the total amount shown for Base Proposal Extension (year).
  
- B. Bid Bond in the amount of Five Percent (5%) of the total amount shown for Base Proposal Extension (year).

If this proposal is accepted and the undersigned shall fail to execute the Contract and furnish the Bond as provided for in 6.01, then the bid guaranty shall become the property of LCG; otherwise, said bid guaranty shall be returned to the undersigned. The bid guaranty of the second highest evaluated Contractor will be retained until after the Contractor to whom the award is made has entered into the Contract and has given an acceptable Bond. All other bid guarantees will be returned to the Contractors immediately after the evaluating of the proposals have been determined, compared, and the results of such comparison have been considered by LCG.

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

REMITTANCE ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS(ES): \_\_\_\_\_

NAMES AND BUSINESS ADDRESS OF OFFICERS: \_\_\_\_\_

\_\_\_\_\_

DEQ TRANSPORTER ID NUMBER: \_\_\_\_\_

LEGAL DOMICILIE: \_\_\_\_\_

The Contractor as part of the Proposal package will also submit the following information in addition to Base Proposal:

1. Copy of Contractor's Louisiana DEQ hauler's identification number certificate.
2. Proof of company in "Good Standing" with the Louisiana Secretary of State.
3. Corporate Resolution allowing person to sign and bind Contractor's Proposal Package.
4. Copy of Louisiana State Contractor's current license certificate, if applicable.
5. Acknowledgement of any addenda that were distributed by LCG, if applicable.
6. Affidavit of Non-Collusion.

**Section V**  
**Contract Documents**  
**to be**  
**Completed by**  
**Successful Contractor**

## ATTESTATIONS

### LA. R.S. 38:2227 Past Criminal Convictions of Contractors

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of ten percent (10%) ownership in the proposing entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

B. Within the past five years from the project proposal date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of ten percent (10%) ownership in the proposing entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation of execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- |   |  |
|---|--|
| (a) Theft (R.S. 14:67)                            | (f) Bank fraud (R.S. 14:17.1)                                |
| (b) Identity theft (R.S. 14:67.16)                | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.S. 14:67.20) | (h) Contractors; misapplication of payments<br>(R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                 | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks (R.S. 14:71)         |  |

### LA. R.S. 38:2212.10 Verification of Employees

- A. At the time of proposing, Contractor is registered and participates in a status verification system to verify that all new hires in the State of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Contractor shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- C. If awarded the contract, Contractor shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.



**LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance**

- C. R.S. 23: 1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statues of 1950.
  
- D. By signing this bid/proposal, Bidder certifies that no such assessment is in effect against the bidding/proposing entity.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

**AFFIDAVIT OF NON-COLLUSION (LA. R.S. 38:2224)**

STATE OF LOUISIANA \_\_\_\_\_

PARISH OF \_\_\_\_\_

The undersigned \_\_\_\_\_  
\_\_\_\_\_ being first duly sworn, deposes and affirms that:

1. He is the \_\_\_\_\_ of  
(Office, Position, Business Owner)  
\_\_\_\_\_, the  
(Proposing Firm Name)  
party making the attached proposal.
2. The attached proposal is genuine and all statements contained therein are true;
3. The Contractor has not by collusion or agreement or conference or in any other way conspired to fix the proposal price or to secure any unfair advantage;
4. The Contractor has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure this public contract, other than persons regularly employed by the Contractor in the regular course of their duties;
5. The Contractor has not paid and will not pay any part of the bid price to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Contractor whose service in connection with the construction of the public project are in regular course of their duties for the Contractor.
6. The Contractor has neither conferred nor contracted, formally or informally, to assign any rights under the contract or transfer the contract to any other person or entity.

Signed By: \_\_\_\_\_  
(Contractor if an individual, partner if a partnership, officer if a corporation)

Title \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

# Section VI Sample Agreement

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT (hereinafter called "LCG"), here represented by its duly elected and acting Mayor President, Joshua S. Guillory, and \_\_\_\_\_, a \_\_\_\_\_ qualified to do and actually doing business in the State of Louisiana (hereinafter called "Contractor"), herein represented by \_\_\_\_\_, its duly qualified and acting Agent.

WITNESSETH THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. Contractor is hereby granted the non-exclusive franchise, license and privilege within the territorial jurisdiction of LCG and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during the term of this Contract for the following areas:

- Residential Units
- Special Events

2. The following documents are hereby expressly incorporated herein as fully as if set forth verbatim in this Contract:

- a. Section I – Information and Instruction for Proposers contained within the June 2022 RFP for the Collection and Disposal of Waste Material and the Operation of the Environmental Quality Convenience Center within the City Limits of Lafayette and the Rural Areas of the Parish of Lafayette
- b. Section II – Detailed Specifications contained within the June 2022 RFP for the Collection and Disposal of Waste Material and the Operation of the Environmental Quality Convenience Center within the City Limits of Lafayette and the Rural Areas of the Parish of Lafayette, including the following Exhibits attached thereto:

- Exhibit A - Insurance Requirements
- Exhibit B – Required Response Form
- Exhibit C – Example of Base Residential Rate Adjustment
- Exhibit D - Contractor's Corporate Guaranty and Contractor's Performance and Payment Bond
- Exhibit E – Complaint Notice and General Notice Requirements
- Exhibit F – Average Monthly Service Effectiveness Rate

c. Section VII- Addenda

3. All provisions of this Contract shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of this Contract except as specifically provided for in such amendment.

4. The initial term of this Contract shall be from November 1, 2023 (the "Effective Date") until October 31, 2028.

5. The initial term of this Contract may, at the option of LCG (with the prior approval of the City and Parish Council by resolution), be extended for a single additional term of five (5) years from the

initial expiration date of this Contract. In the event that LCG desires to extend the term of this Contract for the additional term of five (5) years from the expiration of the initial term, and upon approval of the City and Parish Council by resolution, it shall so notify Contractor in writing not later than one hundred-eighty (180) days from the initial expiration date of the Contract.

IN WITNESS HEREOF, Joshua S. Guillory, the Mayor President of the Lafayette City-Parish Consolidated Government, hereunto subscribed his name, and \_\_\_\_\_, authorized agent of \_\_\_\_\_, has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES:

Lafayette City-Parish Consolidated Government

\_\_\_\_\_  
Print Name:

BY: \_\_\_\_\_  
Joshua S. Guillory  
Lafayette City-Parish Mayor/President

\_\_\_\_\_  
Print Name:

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

WITNESSES:

Contractor: (Company Name)

\_\_\_\_\_  
Print Name:

BY: \_\_\_\_\_  
(Company Rep)  
(Rep's Title)

\_\_\_\_\_  
Print Name:

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

THUS DONE AND SIGNED in the presence of witnesses whose names are inscribed opposite each respective signature on and as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE

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

Printed name: \_\_\_\_\_

Notary number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

# Section VII

# Addenda

Any exception to proposal shall be submitted in writing.  
An addendum shall be issued to all vendors of record in the event exceptions are accepted.  
No exceptions shall be accepted after the proposal due date and deadline for questions.