



**REQUEST FOR PROPOSAL
SOLID WASTE PICKUP AND WASTE DISPOSAL SERVICES
and ADD ONS 1, 2, & 3**

City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

RFP Issued: October 2, 2025
Responses Due: October 31, 2025 before 10:00 a.m.

The City of West Monroe, Louisiana is soliciting written proposals, on a competitive basis, from qualified companies to provide Solid Waste Pickup and Waste Disposal Services for Residential and Commercial Units and Add-ons 1, 2, and 3. The RFP specifications may be obtained at the Office of the Mayor at City of West Monroe, 2305 N 7th, West Monroe, 71291, or from the City's website at www.cityofwestmonroe.com.

The proposal, as submitted, should include all rates and information related to the services requested by the RFP specifications. If selected, your proposal shall be the basis for negotiating a contract with the City of West Monroe.

Your proposal must be received in the office of the City Clerk no later than **10:00 a.m. on October 31, 2025**. Proposals should be addressed to:

OFFICE OF THE CITY CLERK
CITY OF WEST MONROE
2305 NORTH 7TH STREET
WEST MONROE, LA 71291

The proposal package shall include one (1) original (clearly identified as original) and six (6) copies of your proposal. The package must be sealed and marked with the Proposer's name and "CONFIDENTIAL", "SOLID WASTE PICKUP AND WASTE DISPOSAL SERVICES AND ALTERNATES" noted on the outside.

Sincerely,

Matthew Wilson
Finance Director
City of West Monroe

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I. INTRODUCTION

The City of West Monroe is seeking proposals from interested and qualified contractors to provide SOLID WASTE PICKUP and WASTE DISPOSAL SERVICES for RESIDENTIAL and COMMERCIAL UNITS and ALTERNATES 1, 2, and 3. Interested contractors are asked to prepare and submit proposals in accordance with instructions provided, where one candidate will be selected and invited to enter a contractual relationship with the City of West Monroe for the services outlined in this RFP. The period covering this agreement shall be July 1st, 2026, through June 30th, 2031. There shall be an option to renew this agreement for three (3) additional one (5) year periods.

II. PROPOSER REQUIREMENTS

All Proposers must:

- A. Provide written statement that Proposer adheres to all Title VI requirements.
- B. Provide a written statement stating the ability to provide a surety bond or letter of credit equal to \$500,000.
- C. Provide written statement that Proposer has all appropriate licenses and certifications required in the State of Louisiana to perform the services and procure all permits, pay all charges, taxes, and fees.
- D. Provide written statement that the Proposer has the necessary equipment, expertise, skills, and knowledge to perform services.
- E. Be able to furnish and pick up garbage containers from various locations as referenced in specifications.
- F. Provide a written statement that the Proposer has an office located in Ouachita Parish within thirty days before their contract begins.
- G. Provide a written statement that Proposer at all times has or has access to a landfill facility for the disposal of all refuse removed from the City of West Monroe, with the exception of construction and demolition material as provided by State law.
- H. Return Rate Sheet and Signature Sheet with Proposal.

III. CORRESPONDENCE

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

**Office of the City Clerk
City of West Monroe
2305 N 7th Street**

West Monroe, La, 71291

IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS SHALL NOT BE ANSWERED. The deadline for submitting written questions shall be October 29, 2025 by 10:00 a.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

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

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than October 31, 2025 before 4:00 p.m. (CST). Facsimile or e-mailed proposals shall not be accepted since they do not contain original signatures. Postmarks shall not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, shall this deadline be extended.

V. PROPOSAL TIMELINE

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

Request for Proposals Ad	October 2, 2025
Released Proposal Due Date	October 31, 2025 at 4:00 PM
Evaluation Due Date	November 7, 2025 at 4:00 PM
Company Interviews	November 10, 2025
Council acceptance/rejection of recommendation of award	November 18, 2025
Written Notification of Award	November 19, 2025

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

VI. PROPOSAL CONDITIONS

A. Contingencies

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

B. Modifications

This RFP includes three (3) alternate proposals. The City of West Monroe reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

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

D. Proposal Presentation

1. One (1) original (clearly identified as original) and six (6) copies.
2. The proposal package must be sealed and marked with the Proposer's name and "Confidential - Solid Waste Pickup and Waste Disposal Services and Alternates" with due date and time indicated.
3. Proposals must be in ink. Erasures and "white-out" are not permitted.

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

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

E. Costs Incurred

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

responsibility.

F. Final Authority

The final authority to award a contract rests solely with the City of West Monroe City Council.

G. Proposal Validity

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

H. Disclosure of Proposal Contents

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

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review - All proposals shall be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and comply with all the requirements of the RFP.
 - b. Proposers must meet the Proposer Requirements outlined in this RFP.
2. Technical Review - Proposals meeting the above requirements shall be evaluated based on the following criteria:
 - a. Each proposal shall be reviewed by City of West Monroe staff, which may elect to schedule a personal presentation and interview with one or more of the proposals. After the review process is completed, the Mayor will recommend the successful proposal to the City Council, which makes the final decision.

- b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
- Qualifications of personnel.
 - Ability to present a clear understanding of the scope of the project
 - Project methodology
 - Previous experience with similar projects
 - Cost to the City of West Monroe
- c. Oral Presentation - The City of West Monroe reserves the right to interview or require an oral presentation from any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the staff, some or all Proposers who submit a Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the City Council. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation shall be scheduled by the City Clerk. Interviews and oral presentations are strictly an option of the City of West Monroe and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

B. Contract Award

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

VIII. GENERAL REQUIREMENTS AND INFORMATION

A. Scope of Contract

The purpose of this bid is to secure an agreement to provide services for the

collection, transportation, and disposal of solid waste from residential units and commercial units. The City of West Monroe wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process. All solid waste collected shall be deposited at a Landfill disposal site designated by the Contractor, provided it is permitted or approved to receive and dispose of such waste by the Louisiana Department of Environmental Quality ("DEQ"). The Contractor shall negotiate directly with the owner and/or operator of the disposal site for permission to use the site, and the Contractor shall bear all disposal costs.

B. Type of Collection

The Contractor shall provide curbside collection of an unlimited amount of garbage to each commercial and residential unit one (1) time per week from City owned Containers. The Contractor shall provide curbside collection of an unlimited amount of solid waste to each residential and commercial unit one (1) time per week. Curbside refers to that portion of the roadway adjacent to paved or traveled City streets (including alleys), where mail service is provided.

Containers shall be placed at the specified collection point for on the designated collection day. The contractor may decline to collect any containers that are not placed at the collection point as specified above. Proper locations of containers at the curbside shall be the responsibility of the resident. Failure of the Contractor and the resident to agree on the proper location shall be decided by the City.

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

C. Add -On (1) Collection

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

Yard waste, rubbish, bulky waste, and limbs shall be placed at the specified collection point for collection. on the designated collection day. Contractor may decline to collect yard waste, rubbish, bulky waste, and limbs not so placed at the collection point as specified above. Proper locations of bags, or bundles at the

curbside shall be the responsibility of the resident. Failure of the Contractor and the resident to agree on the proper location shall be decided by the City.

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

D. Add-On (2) Collection

The Contractor shall provide curbside collection of an unlimited amount Glass, Cardboard, and Plastic to each commercial and residential unit one (1) time per week. Curbside refers to that portion of the roadway adjacent to paved or traveled City streets (including alleys), where mail service is provided.

Three separate containers should be placed on the designated collection day. One of these should contain Glass, One should contain Plastic, One should contain Cardboard. Contractors may decline containers not so placed at the collection point as specified above. Proper locations of containers at the curbside shall be the responsibility of the resident. Failure of the Contractor and the resident to agree on the proper location shall be decided by the City. All Plastic, cardboard, and Glass must be transported to the West Monroe Recycling Center located at 607 Grantham Avenue, West Monroe, LA 71292.

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

E. Add-On (3) Collection

The contractor provides the services of retrieving trash, and recycling cans from designated storage locations bscheduled collection days. The contractor should provide transport of cans to the curbside collection point by 5:00 AM on scheduled collection days one time per week ensuring containers are properly positioned for collection. Proper locations of containers at the curbside shall be the responsibility of the contractor.

So that an accurate number of customers can be determined, within 30 days after the execution of the contract, a joint house count between Contractor and City shall be performed to determine the actual number of units to be serviced. The actual number of units counted and agreed upon by the parties shall be used to determine the

number of monthly billings for the following year. Confirmation of the actual number of customers shall be performed once annually if so, requested by the Contractor or City.

F. Operation

1. Hours of Operation - Collection of solid waste shall not start before 6:00 o'clock a.m. Exceptions to hours shall be affected only upon the mutual agreement of the Owner and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection due to unusual circumstances.
2. Routes of Collection - Collection routes shall be established by the Contractor and approved by the Owner. Such approval shall not unreasonably be withheld. The Contractor, at its expense, shall cause to be placed in the newspaper of general circulation in the City once per year, notice of collection routes.
3. Holidays - The Contractor may decide to observe holidays. In the event the Contractor does observe holidays, he must notify the Owner at the beginning of each year as to which holidays he will observe and what the cost would be to the Owner to require collection on the holiday. Contractor will cause the general public to be notified of Contractor's collection schedule for the week of an observed holiday one (1) week prior to the observed holiday. The contract shall maintain at least weekly collection to units affected by a holiday. Should the Contractor wish to change the holiday schedule, he shall notify the City at least two weeks in advance.
4. Complaints - The City shall field all inquiries and complaints from all customers relating to the collection, hauling and disposal of Municipal Solid Waste. The Service Provider and the City agree to cooperate with each other in response to any such inquiries and the resolution of any such complaints.
5. Collection Equipment - The Contractor shall provide at least two (2) compactor trucks and two (2) spare trucks for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. Vehicle bodies used for the collection and transportation of garbage, rubbish, or other waste materials containing putrescible matter shall be of the enclosed, load packer type, weather-tight, leak-proof, constructed of durable metal, and easily cleanable. All collection vehicles must be radio/dispatcher operated. The Contractor shall provide the City with a list of all equipment, complete with their registration number. The list shall be updated monthly. Employees of the Contractor must wear a uniform consisting of the company logo on the shirt pockets, the shirt, the jacket, and on headgear if utilized.
6. Add On (1) Collection Equipment -

The Contractor shall provide one late-model large truck for bulk yard waste. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition always. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. Vehicle bodies used for the collection and transportation of garbage, rubbish, or other waste materials containing putrescible matter shall be of the enclosed, load packer type, weather-tight, leak-proof, constructed of durable metal, and easily cleanable. All collection vehicles must be radio/dispatcher operated. The Contractor shall provide the City with a list of all equipment, complete with their registration number. The list shall be updated monthly. Employees of the Contractor must wear a uniform consisting of the company logo on the shirt pockets, the shirt, the jacket, and on headgear if utilized.

7. Add On (2) Collection Equipment -

The Contractor shall provide at least two (3) compactor trucks and two (2) spare trucks. A single Truck should be used exclusively for Glass pickup. A single Truck should be used exclusively for Cardboard pickup; A single truck should be used exclusively for Plastic pickup. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. Vehicle bodies used for the collection and transportation of Glass, Cardboard, and Plastic materials containing putrescible matter shall be of the enclosed, load packer type, weather-tight, leak-proof, constructed of durable metal, and easily cleanable. All collection vehicles must be radio/dispatcher operated. The Contractor shall provide the City with a list of all equipment, complete with their registration number. The list shall be updated monthly. Employees of the Contractor must wear a uniform consisting of the company logo on the shirt pockets, the shirt, the jacket, and on headgear if utilized.

- G. Hauling - All solid waste hauled by the Contractor shall be so contained, tied, or enclosed to ensure that leaking, spilling, or blowing is prevented.
- H. Disposal - All solid waste collected for disposal by the Contractor shall be hauled to the Landfill provided it is permitted or approved to receive and dispose of such waste by DEQ or to a permitted or approved disposal site designated by the Contractor if authorized by the City. The charge for disposal shall be included in the rate set forth in the proposal for each unit collected by the Contractor. The disposal fee for residential and commercial units waste will be paid by the Contractor.
- I. Point of Contract - All dealings, contacts, etc., between the Contractor and the Owner shall be directed by the Contractor to the Mayor or the City Clerk and by the Owner to the Contractor's Division President.
- J. Litter or Spillage - The Contractor shall not litter premises in the process of making collections, but he shall not be required to collect any waste material that has not been placed in containers or in the manner described so that leaking, spillage or blowing are prevented. In the event of spillage by the Contractor, the Contractor

shall be required to clean up the litter.

IX. GENERAL CONDITIONS

- A. Compliance with Laws - The Contractor shall conduct operations under this Contract in compliance with all applicable laws.
- B. Compliance with OSHA - The Contractor shall comply with all Federal Occupational Safety and Health Administration (OSHA) standards, rules, and regulations.
- C. Civil Rights and Discrimination - The Contractor shall adhere in hiring and employment practices to the provisions of all federal, state, and local laws which relate to civil rights and discrimination.
- D. Effective Date - This Contract shall be effective upon execution. Performance of such Contract shall begin on July 1, 2026, unless extended by the Owner.
- E. Nondiscrimination - The Contractor shall not discriminate against any person of race, sex, creed, color, religion or natural origin. This nondiscrimination clause shall be included in any subcontracts associated with the performance of this agreement.
- F. Indemnity - The Contractor will indemnify, save harmless, and exempt the Owner, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of or in any way concerning or incident to any work done in the performance of this Contract or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the Owner, its officers, agents, servants and employees.
- G. Licenses and Taxes - The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes such as truck license tax or fee, sales tax, etc. required in connection with the collection and disposal of solid wastes which are in effect at the time of the execution of this contract. All other taxes or fees imposed by any governmental agency thereafter shall be submitted to the City for approval before the Contractor passes such taxes or fees on the City.
- H. Term of the Contract - The Contract shall be for a five (5) year period beginning upon the performance of the Contract and ending five (5) years thereafter. The initial five (5) year term of this contract shall include an option to extend this contract for three (3) additional one (1) year periods, unless either party notifies the other party in writing, not less than ninety (90) days prior to the expiration of the initial five (1) year term and/or to the end of each individual extension year of its intention to terminate this contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

- I. Non-appropriation.** If for any reason, the City fails to appropriate or make available funds to meet its obligations under this Contract during any fiscal year, this Contract may be terminated without penalty.
- J. Insurance** - Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

Coverages	Limits of Liability
Worker's Compensation	\$1,000,000
Employer's Liability	\$1,000,000 per occurrence;
Bodily Injury (except automobile)	\$2,000,000 in the aggregate
Property Damage Liability (except automobile)	\$1,000,000 per occurrence;
Automobile Bodily Injury Liability	\$2,000,000 in the aggregate
Automobile Property Damage Liability	\$1,000,000 per person;
Excess or Umbrella	\$2,000,000 per occurrence

The Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section. The service provider shall name the city as an additional insured party.

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

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

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

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

Please return this sheet with your Proposal

Rates

1. For providing once a week curbside garbage collection to commercial and residential units,

\$ _____ dollars and _____ cents per unit per month

2. Initial disposal cost per ton,

\$ _____ dollars of solid waste at the disposal facility.

Add-on (1) - For providing once a week curbside collection of yard waste, rubbish, and bulky waste to commercial and residential units,

\$ _____ dollars and _____ cents per unit per month

Add-on (2) - For providing once a week collection of Glass, Carboard, and Plastic with three separate trucks and drop off of these items at 607 Grantham Avenue, West Monroe, LA 71292.

\$ _____ dollars and _____ cents per unit per month

Add-on (3)- For providing the service of transporting cans to specified pick up point before the garbage is collected.

\$ _____ dollars and _____ cents per unit per month

X. BASIS AND METHOD OF PAYMENT

- A. Rates and Fees** - Service Provider may seek an adjustment of the number of Residential Units and Commercial Units on an annual basis after the third year of the contract. Service Provider shall give the City reasonable advance notice of conducting a house count for adjustment purposes, and the City shall accompany Service Provider during the house count. Should the City fail to participate in the house count for adjustment purposes, Service Provider shall give City notice of the new house count calculated by Service Provider, and Service Provider's record of the new house count shall be subject to inspection and review by the City. The City shall have thirty (30) days from the date of receipt of the notice within which to reject the Service Provider's house count.
- B. Title to and Responsibility of Equipment** - Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment provided by the Service Provider in connection with the Services (if any), shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations.
- C. Rate Adjustments** - Solid Waste Rates for solid waste collection, transportation, and disposal pursuant to this contract, the charges shall be as specified in and adjusted in accordance with this RFP.

 - 1. **CPI-U Adjustment** - On each annual anniversary date of this Agreement after the 3rd year of this contract, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period. The "Prior Rolling Twelve Month Period" shall be the most recent twelve (12) month period for which the CPI-U is available on each annual anniversary date of this Agreement. For purposes of this Agreement, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100).

- D. Governmental Fee Cost Adjustments** - At any time during the term of this Agreement, in addition to any increase provided in A. or B. above, the Service Provider may also increase the rates set forth in this Agreement to pass through documented direct increases newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).
- E. Non-complying garbage, rubbish, bulky waste and yard waste** - Contractor will develop a system to notify customers when garbage, curbside rubbish, bulky waste, or yard waste does not comply with the specifications as addressed in the contract. A tag identifying the problem will be attached to the customer's receptacle.
- F. Contractor Billings to Owner** - The Contractor shall bill the Owner for service rendered within ten (10) days following the end of the month, and the Owner shall pay the Contractor on or before the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall verify the number of units serviced in a manner acceptable to the Owner.
- G. Audit** - In the event that a rate increase is requested by the Contractor, the City shall be provided with an audit of the Contractor showing such data as is necessary to determine the reason for such rate increase. This requirement shall not be required for increased rates provided.
- H. Transferability of the contract** - No assignment of this contract or any right occurring under this shall be made in whole or in part by the Contractor, either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Contractor, without the express prior written consent of the Owner, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor.
- I. Non-exclusive Contract** - The Contractor shall be the sole and exclusive agent to provide solid waste collection, transportation and disposal services for and on behalf of the Owner. This agreement shall not constitute a franchise or exclusive right to collect from commercial or residential units within the City.
- J. Ownership** - Title to solid waste shall pass to the Contractor when placed in Contractor's vehicle.
- K. Discontinued service and other breaches of the contract** - Should the Contractor fail to produce the solid waste collection and disposal services, other than from causes such as natural acts of God, riots, war, federal, state or local regulation changes, fires, or other differences beyond the reasonable control of the contractor, required by this agreement for a period in excess of two consecutive, scheduled working days, the City may take the following actions:
1. Notify Contractor by certified mail that if service is not resumed within 24 hours, the city, at its option, will take possession of all of the Contractor's equipment and

facilities used in performance of this Contract.

2. Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this Contract.
3. Deduct any and all operations expenses incurred by the City from any money then due or to become due the Contractor and, should the City's cost for continuing the operation exceed the amount due the Contractor, collect the amount due, either from the Contractor or surety or both, and also to assert a lien on all properties of the Contractor.
4. During such period, the liability of the City to the Contractor for loss of damage to equipment and facilities so used shall be that of bailee for hire, ordinary wear and tear being specifically exempt from such liability.
5. If the Contractor is unable, for any cause, to resume performance at the end of 30 consecutive work days, all liability of the City to the Contractor under this agreement shall cease and the City shall be free to negotiate with other contractors for the operation of said solid waste service and/or take the actions provided below for bankruptcy, default, and/or breach of contract.
6. In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fall in business, this contract may be terminated at the option of the City.
7. All terms, conditions, and specifications of the contract are considered material and failure to perform any part of the Contract shall be considered a breach of Contract. Should Contractor fail to perform any of these contractual obligations, the City may at its option, terminate the contract five days after written notification to the Contractor to remedy the violation.
8. In the event of termination of the contract for breach, default or bankruptcy as specified above, the City shall have the right to forthwith take possession of all of the Contractor's equipment, facilities, and records used in performance of this contract as follows:
 - a. The City shall have the right to retain possession of said equipment, facilities, and records until other such items can be acquired by the City for operation of the systems or another Contractor is engaged to perform the service.
 - b. The City shall have the right at its option to purchase contractor's equipment and facilities at the depreciated fair market value thereof.
 - c. The City shall pay the Contractor the reasonable rental value of the

equipment and facilities during the time they are used by the City should the City choose not to purchase them. The City's liability to the Contractor during this period shall be that of a bailee for hire, with ordinary wear and tear specifically exempt from such liability.

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

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

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

- M. Termination of contract** - If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or if he repeatedly fails to make prompt payments to the Subcontractors for labor, materials, or equipment or if he disregards laws, ordinances, rules, regulations, or if he otherwise violates any provision of the Contract Documents, the City may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a maximum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the materials, equipment, tools, and machinery thereon owned by the Contractor, and continue the service by whatever method he may deem expedient.

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

A truck beginning residential collections prior to 6:00 a.m. without approval of the City	\$100/day per truck
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Failure to collect misses within twenty-four (24) hours of notification to Contractor	\$100 each occurrence
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Failure to complete weekly garbage & trash routes on the scheduled pickup day	\$200 each occurrence
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Repetition of complaints on a route after notification of spilling, non-collection, crossing planted areas, or similar violations	\$100 each occurrence
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O. Annexation - The Contractor will, within 30 days of notification by the City, provide solid waste collection services of the same frequency and quality required by the Contractor to newly developed and annexed areas. As new homes are constructed and occupied in any of the City's designated areas, the Contractor shall, after proper notification by the City, provide all services as required by the contract on the next scheduled day of collection following notification. The Contractor shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register. Such notification shall be required for the Contractor to receive payment for the collect services rendered to that location. Failure of the Contractor to notify the City shall remove any obligation on the part of the City to pay to the Contractor any monies for services rendered at those locations for which proper notification has not been made. Existing rates will apply to all newly developed and/or annexed areas.

P. Hours of Service - For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

XI. SIGNATURE OF PROPOSAL

Please return this sheet with your Proposal

Signature

Name (printed)

Title

Date

XII. DEFINITIONS

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

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

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

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

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

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

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

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

Compost: A solid waste which has undergone biological decomposition of organic matter and has been stabilized using composting or similar technologies, to a degree that is beneficial to plant growth and that is used, or sold for use, as a soil amendment, artificial topsoil, growing medium amendment, or other similar uses.

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

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

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

Contractor: Person or persons authorized by the City to perform solid waste collection services

on prescribed routes within the City.

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

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

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

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

Dumpster- a large trash receptacle designed to be hoisted and emptied into a truck. These are to be excluded from this proposal.

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

Generation: The act or process of producing solid waste.

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

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

Misses: Instances where scheduled pickup was not collected as expected.

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

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

Owner: City of West Monroe, Louisiana.

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

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

Resident: Occupant of a residential unit.

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

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

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

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

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

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

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

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

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

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

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