

CITY OF GRETNA

ADVERTISEMENT FOR PROPOSAL

Sealed Proposals will be received by the City of Gretna in the Mayor's Office, Gretna City Hall, 740 2nd Street, Gretna, Louisiana 70053 or electronically through the website www.publicpurchase.com on April 11, 2024 until 10:00 A.M. local time for:

CURBSIDE RESIDENTIAL AND SMALL BUSINESS SOLID WASTE MATERIAL COLLECTION, CONSOLIDATED GARBAGE OF THE CITY OF GRETNA

At 10:05 A.M. local time on the same day, in the Council Chambers, Gretna City Hall, Gretna, Louisiana, all Proposals that have been duly received will be publicly opened and read aloud. Any Proposal received after closing time will be returned unopened.

All Proposals must be in accordance with the Proposal Documents and Specifications on file at Gretna City Hall in Gretna, Louisiana.

Copies of the Documents and Specifications may be obtained from Gretna City Hall, 740 2nd Street, Gretna, LA 70053 or through the website www.publicpurchase.com . A **Mandatory Pre-Bid Conference** will be held **April 3, 2024, 10:00 AM** at Gretna City Hall, 740 2nd Street, Gretna, LA 70053.

No Proposal may be withdrawn for at least thirty (30) days after the scheduled closing time for receipt of bids.

For questions concerning the electronic bidding process please contact Public Purchase at www.publicpurchase.com and click on the live chat button (top left of home page). For all other questions or requests contact Raylyn Stevens at rstevens@gretnala.com or (504) 363-1570.

The City reserves the right to reject any and all bids and to waive informalities.

CITY OF GRETNA, LOUISIANA

(S) BELINDA C. CONSTANT
MAYOR

ADVERTISE: The Advocate
March 13, 2024
March 20, 2024
March 27, 2024

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Attachment A

Instructions to Selected Proposers

Sealed qualifications will be received by the City of Gretna in the Mayor's Office at 740 Second Street (Second Street and Huey P. Long Ave), Gretna, Louisiana 70053 or electronically through the website www.publicpurchase.com **until 10:00 A.M. on April 11, 2024**, and at that time, will be opened and publicly read aloud for **Curbside Residential and Small Business Solid Waste Material Collection, Consolidated Garbage of the City of Gretna.**

No proposal may be withdrawn after the hour set for opening unless and until award of the proposal has been delayed for a period exceeding 30 days.

Proposals must be addressed to the City of Gretna, Mayor's Office, 740 2nd Street, Gretna, LA 70053 and must be clearly identified as to Name of Proposal, Date and Time of Proposal opening, or be submitted electronically through the website www.publicpurchase.com. Any proposal received after the time and date set for filing shall be returned to the Selected Proposer unopened.

The forms furnished as a part of the specifications must be used for filing of the proposal. They must be signed by the Selected Proposer and must not be detached from the specifications of which they form a part.

The Selected Proposer shall be solely responsible for the timely furnishing of proposals. In order to guarantee the timely furnishing of proposals, the proposal should be returned by certified or registered mail or hand delivered to the Office of the Mayor of the City of Gretna.

Only proposals written in ink or typed, and properly signed by a member of the firm or authorized representative will be accepted. Pencil figures or the absence of signatures will disqualify the proposal.

All proposals are to be submitted to the City of Gretna, together with such information as is required herein. Each proposal must be accompanied by a signed and notarized non-collusion affidavit and a corporate resolution if a corporation.

The City of Gretna, in making its award, will consider the all-around utility as well as the price and will not necessarily accept the lowest priced item offered. The City of Gretna reserves the right to reject any and/or all proposals and to waive any informalities.

The City of Gretna reserves the right to reject any and/or all Proposals which in its opinion is not in accordance with the terms and conditions of these specifications and its decision shall be final and conclusive.

The undersigned Selected Proposer hereby certifies they have read the advertisement,

instructions, and all specifications for the proposal, and in case they are Selected and awarded the privilege and right herein contemplated, will proceed to do all things within the proposal presented to the City of Gretna. Selected Proposer further certifies they understand and accept the fact that all proposals are to be received in the Mayor's Office, Gretna City Hall, 740 Second Street, Gretna, Louisiana 70053 or electronically through the website www.publicpurchase.com.

COMPANY NAME

TITLE

COMPANY ADDRESS

TELEPHONE NUMBER

CITY STATE ZIP CODE

FAX NUMBER

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

DATE

WEBSITE

Attachment B
AFFIDAVIT

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED _____, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED _____ OF _____ (HEREIN AFTER REFERRED TO AS SELECTED PROPOSER) THE PARTY WHO SUBMITTED A QUALIFICATION FOR _____ WHICH QUALIFICATION WAS RECEIVED BY THE CITY OF GRETNA ON _____ AND SAID AFFIANT FURTHER SAID:

- (1) THAT SELECTED PROPOSER EMPLOYED NO PERSON, CORPORATION, FIRM, ASSOCIATION, OR OTHER ORGANIZATION, EITHER DIRECTLY OR INDIRECTLY, TO SECURE THE PUBLIC CONTRACT UNDER WHICH HE RECEIVED PAYMENT, OTHER THAN PERSONS REGULARLY EMPLOYED BY THE SELECTED PROPOSER WHOSE SERVICES IN CONNECTION WITH THE CONSTRUCTION OF THE PUBLIC BUILDING OR PROJECT OR IN SECURING THE PUBLIC CONTRACT WERE IN THE REGULAR COURSE OF THEIR DUTIES FOR SELECTED PROPOSER; AND
- (2) THAT NO PART OF THE CONTRACT PRICE RECEIVED BY SELECTED PROPOSER WAS PAID OR WILL BE PAID TO ANY PERSON, CORPORATION, FIRM, ASSOCIATION, OR OTHER ORGANIZATION FOR SOLICITING THE CONTRACT, OTHER THAN THE PAYMENT OF THEIR NORMAL COMPENSATION TO PERSONS REGULARLY EMPLOYED BY THE SELECTED PROPOSER WHOSE SERVICES IN CONNECTION WITH THE CONSTRUCTION OF THE PUBLIC BUILDING OR PROJECT WERE IN THE REGULAR COURSE OF THEIR DUTIES FOR SELECTED PROPOSER.
- (3) SAID QUALIFICATION IS GENUINE AND THE SELECTED PROPOSER HAS NOT COLLUDED, CONSPIRED OR AGREED DIRECTLY OR INDIRECTLY WITH ANY OTHER SELECTED PROPOSER TO OFFER A SHAM OR COLLUSIVE QUALIFICATION.
- (4) SAID SELECTED PROPOSER HAS NOT IN ANY MANNER DIRECTLY OR INDIRECTLY AGREED WITH ANY OTHER PERSON TO FIX THE QUALIFICATION PRICE OF AFFIANT OR ANY OTHER SELECTED PROPOSER, OR TO FIX ANY OVERHEAD PROFIT OR COST ELEMENT OF SAID QUALIFICATION PRICE, OR THAT OF ANY OTHER SELECTED PROPOSER, OR TO INDUCE ANY OTHER PERSON TO REFRAIN FROM QUALIFICATIONING.
- (5) SAID QUALIFICATION IS NOT INTENDED TO SECURE AN UNFAIR ADVANTAGE OR BENEFIT FROM THE CITY OF GRETNA OR IN FAVOR OF ANY PERSON INTERESTED IN THE PROPOSED CONTRACT.

(6) ALL STATEMENTS CONTAINED IN SAID QUALIFICATION ARE TRUE AND CORRECT.

(7) NEITHER AFFIANT NOR ANY MEMBER OF HIS COMPANY HAS DIVULGED INFORMATION REGARDING SAID QUALIFICATION OR ANY DATA RELATIVE THERETO TO ANY OTHER PERSON, FIRM OR CORPORATION.

(8) SAID SELECTED PROPOSER DOES NOT OWN A SUBSTANTIAL FINANCIAL INTEREST IN ANY FIRM FURNISHING MATERIALS FOR THE CONSTRUCTION OF QUALIFICATION PROJECT.

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC

Attachment C (If Applicable)
CORPORATE RESOLUTION

EXCERPT FROM THE MEETING MINUTES OF THE BOARD OF DIRECTORS OF _____ INC. AT THE MEETING OF DIRECTORS OF _____, DULY NOTICED AND HELD ON _____, 20____, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED, IT WAS RESOLVED, THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, QUALIFICATIONDING CONCERNS AND TRANSACTIONS WITH THE CITY OF GRETNA OR ANY OF ITS AGENCIES, DEPARTMENT, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL QUALIFICATIONS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACT AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH QUALIFICATION OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY THE SAID AGENT AND ATTORNEY-AT-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN EVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE APPROVED:

PRESIDENT

Attachment D

LICENSE REQUIREMENTS FOR QUALIFICATIONS

Licenses and Insurance Documentation:

All qualifiers must have a business licenses and proof of insurance. A copy of said licenses and proof of insurance, including Workers Compensation, shall be included with the qualification. Required insurance limits are as follow:

I. Commercial General Liability	\$1,000,000	Combined Single Limit Bodily Injury & Property Damage Each Occurrence
	\$1,000,000	Products & Completed Operations Each Occurrence
	\$2,000,000	General Aggregate
II. Automobile Liability	\$2,000,000	Combined Single Limit Bodily Injury & Property Damage
	Statutory Limits	Uninsured/Underinsured Motorists
III. Pollution Legal Liability	\$2,000,000	Each Loss
IV. Umbrella Liability	\$5,000,000	Each Occurrence
IV. Worker's Comp and Employer's Liability	\$500,000	Statutory Limits Each Accident
Employer's Liability	\$500,000	Disease – Each Employee
	\$500,000	Disease – Policy Limit

Certificate Holder and Additional Insured: A Certificate of Insurance must be issued to the City of Gretna evidencing the limits outlined above. The Certificate shall name the City of Gretna as Certificate Holder and Additional Insured, as respects **General Liability, Automobile Liability, Pollution Legal Liability and Umbrella Liability** coverages. Any contractors, sub-contractors, or sub-sub-contractors should also have the same limits and name the City of Gretna legal entity/entities as Certificate Holder and Additional Insured.

The ADDL INSR column must be marked with an "X" in the coverage sections to which the additional insured provision applies. This is all an agent is permitted to do to indicate that a certificate holder is an additional insured. If an agent adds a disclaimer it is simply for further clarification of the disclaimer that already appears on the Acord 25 (2009/09) at the top of the "Coverages" section. A certificate of insurance does not provide coverage, nor is it intended to be a full disclosure of the coverage provided by the policy(ies). It is simply certification that the policies listed were issued to the insured named on the certificate and that, at the time of issuance, those policies were in effect. If the ADDL INSR column is checked, you can reasonably expect that the policy(ies) includes the necessary endorsement.

Automobile Coverage: If the employees are using their personal vehicles, proof of non-owned auto

liability insurance from the company for which they work is needed. If a company has no owned autos, the non-owned auto liability is carried under the general liability policy and should be shown on the certificate of insurance. If the company owns auto, the coverage should be under the commercial auto policy.

ATTACHMENT F

**CURBSIDE RESIDENTIAL AND SMALL BUSINESSES SOLID WASTE MATERIALS
COLLECTION, CONSOLIDATED GARBAGE
THE CITY OF GRETNA
PRICE PROPOSAL FORM**

Selected Proposer's Name: _____

Service	Unit Cost	Quantity	Annual Total
Twice Weekly Curbside Solid Waste Collection (Solid Waste, Bulk Waste, White Goods, E-Waste, Waste Tires, Dead Animals, Christmas Trees) Twice per week.	Per unit per Month	6,950 units x 12 months	\$
	\$		
Special waste collection due to special events, Parades, Cost per hour including driver, laborers, truck collection vehicles, fuel and all else incidental	Per hr. per truck	3 trucks	\$
	\$		
Additional Bulk Waste due to disaster including cost per ton, cost of driver, labor, equipment, fuel and all else incidental	Per ton	10,000 tons	\$
	\$		
Garbage and trash received at Drop-Off site including operation, cost per pull, cost of driver and equipment	Per Pull	200 pulls x 12 months	\$
	\$		
	\$		

TOTAL: _____

****All quantiles are estimations based on data collected from previous events****

Proposer Check List

- Letter of Transmittal
Include your firm's understanding of the work to be performed. In addition clearly articulate why your firm believes it to be the best qualified to perform the services requested.
- Table of Contents
Include a clear identification of the material by section and by page number
- Attachment A
Signed Instructions to Qualifier
- Attachment B
Affidavit
- Attachment C
Corporate Resolution (if applicable)
- Attachment D
Licenses and insurance certificates
- Attachment F
Price Proposal Form

Proposal Specifications:

DEFINED TERMS

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store Municipal Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top.

Bulky Item - Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles - Items not measuring more than either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers, and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

Can - A receptacle with a lid and handles that is provided by a Residential Unit and utilized by such Residential Unit for the collection of its Municipal Solid Waste.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.

Contract Year - Any one-year period from July 1 to June 30 during the term of this Proposal.

Disaster - Any significant storm or severe weather event, natural or man-made catastrophe, act of war or terrorism, including, but not limited to hurricanes, tornado's, floods, that disrupt the ability of the hauler to perform routine services. The successful Selected Proposer shall resume normal services as soon as possible after being directed by the City.

Disposal Site - A Solid Waste depository site known as the River Birch Municipal Landfill.

Drop-Off Site - A fixed location where Solid Waste and/or Recyclables may be dropped off for transfer to a Disposal Site.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Louisiana statute, rule, order, or regulation.

Holidays - The following days:

New Year's Day (January 1st)
Memorial Day
Independence Day (July 4th)
Labor Day
Thanksgiving Day
Christmas Day (December 25th)

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Louisiana Department of Environmental Quality ("LDEQ") within the State of Louisiana, or the appropriate governing agency for landfills located outside the State of Louisiana.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional, recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Roll-Off - A large open-top container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A new receptacle with ninety-five (95) or sixty-five (65) gallons of capacity that is provided to the City by the Selected Proposer and utilized by the City and Residential Units for the collection of Municipal Solid Waste.

Selected Proposer - An entity proposing to perform solid waste materials collection outlined in this RFP.

Selected Proposer – The entity Selected by the Council to perform work solicited under this RFP.

Semi-Automated Solid Waste Collection - Curbside collection of Solid Waste from residential and small business units requiring one (1) truck driver and a minimum of one (1) laborer. Employs a standard collection truck specially fitted with a hydraulic tilt to grab, lift, and tilt standardized collection containers from the rear of truck. The hydraulic lift is required to dump the containers into the truck and afterwards place the containers back on the ground. The laborer(s) is required to manually retrieve the collection containers from the curb and place them to attach to the tilting mechanism. Once the collection container is emptied into the truck, the laborer(s) is then required to place the can back in its original position with the lid closed.

Small Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses and apartment buildings/mobile home complexes containing no more than four (4) individual living units and that utilizes Roll-Outs for the collection of its Municipal Solid Waste each week.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Louisiana under the Louisiana Solid Waste Regulations § 15 whether such waste is mixed with or constitutes Recyclable Materials.

Waste Tire - A tire from an automobile or a small light duty truck that is no longer usable for its intended purpose because of wear, damage, or defect.

White Good - Any item measuring more than either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink or washer and dryer.

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Selected Proposers who are interested in providing Scope of Work as defined in Part II hereof. By submitting a proposal, Selected Proposer agrees to comply with all provisions of Louisiana law as well as compliance with the City of Gretna Policies, Louisiana Code of Ethics, applicable City standard terms and conditions as adopted by City of Gretna Council Resolution.

SELECTED PROPOSER MINIMUM REQUIREMENTS

Selected Proposer shall submit qualifications which demonstrate the ability to perform all requirements of the contract.

Minimum Requirements:

The Selected Proposer shall submit a comprehensive project approach which describes in detail how the Selected Proposer will implement the various technical elements of the collection alternatives that are covered under the contract. The project approach should contain the means for accomplishing each collection alternative, demonstrate an understanding of local needs, and provide an effective method of solid waste collection.

At a minimum, the project approach should include the following:

- List of personnel and resumes of same who will perform the administration of the contract, their title and years of experience.
- Point of Contact including name, title, address and telephone number.
- Detailed description of the procedures and strategy proposed to accomplish Solid Waste Materials Collection with each collection method, including collection days, time of day,

truck size(s), number of personnel per truck, etc.

- Demonstrated understanding of local needs and geographic conditions.
- Description of major equipment Selected Proposer intends to use in performance of each collection alternative. Include the number of each type of equipment to be dedicated solely to the contract. The equipment shall address each collection option, including manual/fully automated/semi-automated.
- Description of all major equipment which will be used in Bulk Waste Collection, White Goods, Tire Collection, operation of Trash Drop-off site, and any special event or additional services.
- **An emergency/Post-Disaster Waste Collection Plan.** The Selected Proposer will provide debris removal and disposal due to any storm affecting the City.
- Procedure of response to complaints and service requests.
- Evidence satisfactory to the City that Selected Proposer has operating experience in municipal solid waste collection for a minimum of three (3) years, but preferably five (5) years.
- Proof the Selected Proposer has or can obtain all permits and licenses necessary to perform work under the contract.

References:

Selected Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in recent past. Contact person(s), addresses and telephone numbers for each reference shall be included.

The Selected Proposer may satisfy the Minimum Requirements using a subcontractor.

OPERATIONS

- A. **Scope of Operations:** The Selected Proposer will collect, haul and dispose of all Municipal Solid Waste (as provided herein) (i) generated and accumulated by Residential and Small Commercial Units, and (ii) placed within Roll-Outs, Cans and/or Bags by those Residential and Small Commercial Units receiving the services of the Selected Proposer (or otherwise generated and accumulated in the manner herein provided by those Residential and Small Commercial Units), all within the City's corporate limits, including any territories annexed by the City.
- B. **Nature of Operations:** The Selected Proposer, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste,

the title to all Municipal Solid Waste collected, hauled and disposed of by the Selected Proposer over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Proposal shall remain with the generator of such materials.

- C. License and Privilege: The Selected Proposer, in accordance with the City's ordinances and regulations governing the collection, hauling, and disposal of Municipal Solid Waste, Construction and Demolition Waste, the license and privilege to collect, haul and dispose of Municipal Solid Waste from Residential and Small Commercial Units over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

RESIDENTIAL UNIT COLLECTIONS

- A. Municipal Solid Waste Collections. The Selected Proposer will collect Municipal Solid Waste from Residential Units twice per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs, Cans or Bags, and (ii) such Roll-Outs, Cans and/or Bags are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 6:00a.m. on the scheduled collection day. The Selected Proposer shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs, Cans or Bags. Municipal Solid Waste in excess of the Roll-Outs', Cans' and/or Bags' limits, or placed outside or adjacent to the Roll-Outs, Cans or Bags, will not be collected by the Selected Proposer.
- B. Bulky Item & Bundles Collections. The Selected Proposer will collect Bulky Items and Bundles from Residential Units once per week, on the first Municipal Solid Waste collection day of any week; provided, that the Bulky Items and Bundles (A) are placed at the curbside no later than 6:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed eight (8) cubic yards in total volume. The Selected Proposer shall only be responsible for collecting, hauling, and disposing of Bulky Items and Bundles from those Residential Units. that have complied with the Defined Terms Section.
- C. White Good Collections. The Selected Proposer will collect up to two (2) White Goods from each Residential Unit each Contract Year; provided, that such White Good is placed at the curbside no later than 6:00 a.m. on the scheduled collection day (first Municipal Solid Waste Collection Day of any week).
- D. Waste Tires Collections. The Selected Proposer will collect up to eight (8) Waste Tires from each Residential Unit each Contract Year; provided, that such Waste Tires are placed at the curbside no later than 6:00 a.m. on the scheduled collection day (first Municipal Solid Waste Collection Day of any week).
- E. Christmas Tree Collections. Each year the Selected Proposer will collect Christmas trees from Residential Units during a week of January, as mutually agreed upon by the City and the Selected Proposer; provided, that the Christmas trees are placed within five (5)

feet of the curbside or right of way adjacent to the Residential Unit no later than 6:00 a.m. on the scheduled collection day.

- F. The Selected Proposer shall provide and operation the residential Trash drop-off site. The site is located at Burmaster Street, Gretna, LA. The Selected Proposer shall provide all staffing, management, and equipment necessary to operate the Trash Drop-off site. Accurate records shall be kept that records the acceptable zip codes 70053, 70114, and incorporated Timberlane 70056 for each user. Separate Roll-Off boxes shall be available for approved Orleans zip code 70114 and the City of Gretna Zip codes 70053 and incorporated Timberlane 70056. No commercial or contractor's waste or vehicles shall be allowed to use the drop-off facility. No trailers over 12' may use the drop-off facility. The Selected Proposer shall submit a per haul/pull rate that will be compensation for all drop site services. The City reserves the right to negotiate changes in the operation of the drop off center not limited to hours of operation, materials accepted, (batteries, paint, fuels, etc.). The Selected Proposer shall be able to petition the City of Gretna to modify any aspects of the operation of the site. (Waste oil, used automotive fluids and used automotive batteries are collected under a separate arrangement with the current hauler.)

SMALL COMMERCIAL UNIT COLLECTIONS

The Selected Proposer will collect Municipal Solid Waste from Small Commercial Units twice per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Selected Proposer, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Small Commercial Unit no later than 6:00 a.m. on the scheduled collection day. The Selected Proposer shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Selected Proposer. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Small Commercial Unit to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Selected Proposer shall be compensated for these additional Services.

MUNICIPAL COLLECTIONS AND SERVICES

- A. Police Station Dumpster: The Selected Proposer will provide, at no cost to the City, two (2) six-yard dumpsters to collect Municipal Solid Waste at the City's Police Station once per week.
- B. City Dumpster: The Selected Proposer will provide, at no cost to the City, three (3) six-yard dumpsters to collect Municipal Solid Waste at a location within the City once per week.
- C. City Roll-Outs: The Selected Proposer will provide, at no cost to the City, five (5) Roll-Outs to collect Municipal Solid Waste at City Hall twice per week under the same conditions as provided to Small Commercial Units under Section 4 hereof.

D. Dead Animal Collections. The Selected Proposer shall, at no cost to the City, remove and dispose of dead animals from public roads, rights-of-way, and other City properties. The Selected Proposer shall remove any dead animal within twenty-four (24) hours of request by the City.

TITLE TO EQUIPMENT

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to Roll-Outs provided by the Selected Proposer in connection with the Services, shall always remain the property of the Selected Proposer. Selected Proposer will replace any Roll-Out damaged due to Contractor's operations within five (5) days of receipt of notice from the City, at no additional cost to the City. Stolen Roll-Outs will be replaced at no additional cost, provided that a police report is provided at the time of request for such replacement Roll-Out. Selected Proposer shall provide new 65 gallon Roll-Outs or new standard 95 gallon Roll-Out when requested by the Residential Unit or Small Commercial Unit.

PRICE PROPOSAL

The Price Proposal shall include all costs the Selected Proposer wishes to have considered in the proposed contractual arrangement with the City of Gretna. The Price Proposal shall be worth twenty-five percent (25%) of the total scoring points assigned. The maximum price proposal points shall be calculated by multiplying the number of price proposal points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal.

Number of Response Copies

Each Selected Proposer shall submit one (1) original **uploaded electronic or printed** signed proposal. PDF files are preferred.

Legibility/Clarity

Proposals submitted in response to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposal shall demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the Selected Proposer's ability to meet the requirements of the RFP. Each Selected Proposer is solely responsible for the accuracy and completeness of its proposal.

RATE ADJUSTMENT

A. CPI-U Adjustment. On each anniversary date of the contract, the Selected Proposer shall have the right, in its sole discretion and upon giving prior notice to the City, to increase the rates set forth (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items

included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment. The amount of the increase shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period; provided, however, that no such increase shall exceed five percent (5%) for any Contract Year.

B. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state, and local laws, rules, and ordinances (excluding sales taxes and taxes imposed on income). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed after the effective date of this contract, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

EXCLUSIONS

Notwithstanding anything to the contrary contained herein, this Proposal shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Selected Proposer located at any Residential or Small Commercial Unit; provided, however, that the Selected Proposer and the owner or occupant of a Residential or Small Commercial Unit may negotiate a proposal on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires.

TERM OF PROPOSAL

The term of this contract shall be for a period often (5) years, commencing on July 1, 2024 and concluding on June 30, 2029, with option to renew for an additional 5 years.

ASSIGNMENT

The Proposer affirmatively acknowledges and agrees that any ensuing contract shall be binding upon the successors and assigns for the parties thereto. The ensuing contract being for the personal services of the Selected Proposer(s) shall not be assigned or subcontracted in whole or in part by said Selected Proposer(s) as to the services to be performed hereunder without the written consent of the Gretna City Council, in the City's sole discretion.

ENFORCEMENT

During the term of the contract and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances to enable the Selected Proposer to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the

exclusive franchise granted herein. If the Selected Proposer experiences recurring problems of damage or destruction to or theft of the Roll-Offs provided by the Selected Proposer pursuant to the contract, the Selected Proposer may, prior to replacing or repairing such Roll-Off require security deposits from the Residential Units utilizing such Roll-Off. To the maximum extent allowed by applicable law, the City also hereby grants to the Selected Proposer the right of ingress and egress from and upon the property of Residential and Small Commercial Units for the purposes of rendering the Services contemplated hereby.

Payment for Services

Services rendered under this contract shall not exceed the rates stated in the proposal. Services shall be billed monthly to the City using Service Unit counts provided by the Gretna City Water Department.

The Selected Proposer shall address and send the invoice to the **City of Gretna, Accounts Payable** to the payment terms negotiated in the contract. Payments will be made by the City of Gretna no earlier than thirty (30) days after receipt of a properly executed invoice, and approval. Invoices shall include the contract and order number, using department and product or service purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Service fees for Solid Waste Material Collection will be adjusted upward or downward annually beginning on July 1, 2025, and on that date every year thereafter, based on the percentage change in the consumer price index (CPI-U) as compiled by the Bureau of Labor Statistics or 5% whichever is less.

With each invoice submitted, the Selected Proposer holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior Council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the Selected Proposer under contract.

TERMINATION

The Selected Proposer affirmatively acknowledges and agrees that the terms of any ensuing contract shall be binding upon the parties thereto until the work has been completed and accepted by the City; but said contract may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties thereto.
- B. By the City as a consequence of the failure of Selected Proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of Selected Proposer(s) provided the City will give Selected Proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the City) to cure any such failure.

- C. By either party upon failure of the other party to fulfill its obligation as set forth in the contract.
- D. By the City for convenience by issuing Selected Proposer(s) thirty (30) days written notice.
- E. By the City for any act of discrimination committed by the Selected Proposer or failure to comply with the statutory obligations, when applicable, of Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Mayor 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.

EEOC and ADA Compliance

The Selected Proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Selected Proposer shall keep informed of and comply with all federal, state, and local laws, ordinances and regulations which affect their employees or prospective employees.

Any act of discrimination committed by the Selected Proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of the contract.

SPILLAGE

It is understood and agreed that the Selected Proposer shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste not caused by the Selected Proposer's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste placed outside of the Bags, Cans and/or Roll-Outs by any Residential or Small Commercial Unit. The Selected Proposer may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential or Small Commercial Unit instructing the owner or occupant to properly contain such Municipal Solid Waste.

NON-COLLECTION NOTICE AND FOLLOW-UP

- A. **Notice from the Selected Proposer.** It is specifically understood and agreed that where the owner or occupant of a Residential or Small Commercial Unit fails to timely place a Bag, Can or Roll-Outs in violation of the City's ordinances and regulations, the Selected Proposer's reasonable rules adopted hereunder or the provisions of this contract relating to the nature, volume or weight of Municipal Solid Waste to be removed, the Selected Proposer may refrain from collecting all or a portion of such Municipal Solid Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Selected Proposer will also provide written notice to the Residential or Small Commercial Unit of the reason for such non-collection, unless such non-collection is the result of the Residential Unit's failure to timely place the Bags, Cans and/or Roll-Outs out for collection. Such written notice shall be attached to the Bag, Can and/or Roll-Out or the uncollected Municipal Solid Waste shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste may be collected.
- B. **Notice from a Residential Unit.** When the City is notified by an owner or occupant of a Residential or Small Commercial Unit that Municipal Solid Waste has not been removed from such Residential or Small Commercial Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Selected Proposer, or the Selected Proposer has failed to collect Municipal Solid Waste from the Residential or Small Commercial Unit without cause, as supported by notice as described herein, then the Selected Proposer will use all reasonable efforts to collect such Municipal Solid Waste on the day a collection order is issued by the City; provided, however, that if the Selected Proposer fails to make such collection on the same day that a collection order is issued by the City, the Selected Proposer shall make such collection within twenty-four (24) hours of receipt of notice of such missed collection, and there shall be no charge to the Selected Proposer for any such original non-collection or late collection so long as the Selected Proposer makes such collection within such time.

HOURS OF SERVICE

For all the Services provided hereunder, the Selected Proposer's hours of service shall be between 6:00 a.m. to 8:00 p.m., Monday through Friday, however in the event of a documented equipment failure the Selected Proposer may provide service after 8:00 p.m. at the discretion of the City. The Selected Proposer will not be required to provide service on weekends or Holidays **except during natural disasters or emergencies**, and may, at its sole discretion, observe Holidays during the term of this Proposal; provided, however, that the Selected Proposer shall provide such services on the immediately following business day.

COMPLAINT INTAKE AND RESOLUTION

Selected Proposer shall provide a public information, complaint intake and complaint resolution system, along with other customer related services.

This system shall include a telephone line manned by the Selected Proposer during collection hours, including Saturdays and from 8:00 a.m. until 5:00 p.m. to handle questions regarding waste pick up schedules, quantities, size limitations, acceptable materials, other services provided and to register special waste collection requests. Selected Proposer shall propose plan for online customer service availability. Selected Proposer shall also accept complaint calls and service requests directly from Gretna City City staff and other City staff as directed. Selected Proposer must maintain broadband internet and shall have the capabilities to connect with the City of Gretna. The telephone number shall be listed in all City telephone directories. Complaints and service requests shall be accepted by the Selected Proposer directly from citizens in the service area and the staff of the City of Gretna via telephone or e-mail.

Selected Proposer shall be provided access to the City of Gretna Complaint Management Software program for the purpose of tracking and logging complaint calls and follow-ups. Selected Proposer shall be responsible for the daily entering of all relevant data from complaint or service calls in the Complaint Management Software. Information including date of call; point of contact; name of caller; nature of request or complaint; action taken; days delinquent and comments must be entered by Selected Proposer the same day it is received.

It shall be the duty of the Selected Proposer to take whatever steps necessary to remedy the cause of complaint within 24 hours after the receipt of the complaint (48 hours when complaint occurs within a holiday as defined herein). A full explanation of a complaint involving damage to private property shall be immediately reported to the City of Gretna.

Failure to remedy the cause of a substantiated complaint shall trigger damages under this Proposal.

COMPLIANCE WITH APPLICABLE LAWS

The Selected Proposer shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Proposal. Nothing in this Proposal shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Selected Proposer to ensure compliance.

VEIDCLES AND EQUIPMENT

All vehicles must be 2023 or newer. Vehicles used by the Selected Proposer for the collection, hauling, recycling and disposal of Municipal Solid Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Selected Proposer's name in letters and numbers not less than two (2) inches in height.

DUE CARE

The Selected Proposer shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected, and preserved.

All Containers shall be returned neatly at the curbside (upright) to the same Residential or Small Commercial Unit from which they were collected; and shall not be placed in driveways, in front of mailboxes, in roadways or in any location where they become obstructions.

PERSONNEL AND PERFORMANCE STANDARDS

The Selected Proposer shall not deny employment to any person based on race, creed, or religion, and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Selected Proposer, its agents, servants, and employees shall perform the Services in a courteous, competent, and professional manner. During the term of the contract and any extension thereof, the Selected Proposer shall be responsible for the actions of its agents, servants, and employees while such agents, servants and employees are acting within the scope of their employment or agency. The City will have the right to make a complaint regarding any employee of the Selected Proposer who violates any provision hereof or OSHA or DOTD regulations, or who is wanton, negligent, or discourteous in the performance of his duties. The City will recommend action to be taken by the Selected Proposer and may require Selected Proposer to remove any such unacceptable employee from performance of the City's Proposal.

Selected Proposer employees shall wear uniforms identifying them as Selected Proposer employees which shall be reasonably approved by the City.

Selected Proposer employees shall not solicit or request gratuities at any time and it is agreed that any employee who solicits or request gratuity or payment in any form from a City resident shall be terminated by the Selected Proposer.

INDEMNITY

Selected Proposer shall agree to indemnify and hold harmless the City of Gretna, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by Selected Proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by Selected Proposer under this RFP.

Further, Selected Proposer shall agree to indemnify the City of Gretna, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in

connection therewith for any loss, damage, injury or other casualty pursuant to the services required to be performed by Selected Proposer under this RFP. Selected Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the City of Gretna, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

SAVINGS PROVISION

If any term or provision of this Proposal shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the contract shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

TERMINATION

Any failure by either party or its successors and assigns to observe the terms and conditions of the negotiated contract shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under the negotiated contract, and all such rights shall become null and void.

FORCE MAJEURE

The Selected Proposer or City of Gretna shall be exempted from performance under the terms and conditions of the negotiated contract if the Selected Proposer or City is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, or court order; provided the Selected Proposer or City of Gretna has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as cause or grounds for early termination of the contract.

GOVERNING LAW

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to the negotiated contract, such controversy, claim or dispute shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Louisiana and the Federal courts of the United States located in the State of Louisiana, for any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to the negotiated contract, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that the negotiated contract may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims, controversies or disputes arising out of

or relating in any manner whatsoever to the negotiated contract shall be heard and determined in such a Louisiana State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such controversy, claim or dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SCOPE OF WORK/SERVICES

Scope of Work/Services

The Scope of Work outlined herein should be considered the City's minimum requirements for Solid Waste Material Collection. Information submitted in response will be used to evaluate services offered. At a minimum, the Selected Proposer shall provide enough vehicles to provide Solid Waste Material Collection. All vehicles and associated equipment provided will be kept in good condition and repair, be clean in appearance and maintained in a sanitary condition, compliant with industry standards. All services must be conducted in a timely, clean and efficient manner so as to avoid littering on public streets. Selected Proposer will employ competent, courteous staff to perform work outlined herein. Cans must be placed upright from point of collection. Broken equipment must be repaired or replaced promptly to avoid disruptions in service. Sufficient substitute equipment must be readily available. All work performed must be compliant with all applicable local, state and federal laws and regulations, including all traffic laws and litter abatement laws in the Gretna City Code of Ordinances.

General Description of Services

Within the territorial limits of the City of Gretna, State of Louisiana and in accordance with Garbage and Other Solid Waste, as amended from time to time, Selected Proposer shall provide twice weekly collection of Solid Waste from Residential Units and Small Business Units, and other curbside collection services including emergency services, pick up of dead animals, yearly collection of Christmas trees, parade collection services and other special event services on an as-needed basis and at special event pricing. Selected Proposer shall also provide operation of the City's Trash Drop-off site.

The quantity of containerized garbage and trash from Residential Units is *unlimited* for both collection days. Small Business Units are limited to two (2) carts per collection day. Selected Proposal shall provide Residential Units only once per *week*, *limited* collection of Bulk Waste, Tires, and White Goods.

Selected Proposer shall provide all the necessary equipment, labor and materials to operate the City's Trash Drop-off Site. The City shall provide the location and facility, and physical maintenance thereof. Selected Proposer shall provide full-time attendants, roll-off containers, compactors, dumpsters, and other incidentals necessary to effectively operate the site.

All solid waste collected shall be hauled to River Burch Municipal Landfill Site as directed by the City for disposal, or other such site designated by the City. The City will make cost and

payment arrangements under the terms of the contract. The Selected Proposer shall not be charged a disposal fee at the site for the Service Units waste collected curbside from Service Units in the City of Gretna, or waste brought from the Trash Drop-off Site.

Manual / Semi-Automated / Automated Curbside Collection Services

Selected Proposer shall provide quality, curbside collection of containerized garbage and trash from all Service Units, twice per week on a schedule. Because of the variety of residential development types within the City, Selected Proposer shall provide curbside collection by using a combination of Manual, Semi-Automated and fully Automated trucks. The quantity of containerized garbage and trash from Residential Units is *unlimited* for both collection days. Selected Proposer shall provide side-door service for disabled residential customers after receiving authorization from the City of Gretna. All customers will be instructed to utilize the garbage carts provided per the terms of the contract. All waste placed curbside at Small Businesses Units shall be containerized within a maximum of two (2) carts per service day.

Bulk Waste Collection Services

Selected Proposer shall provide quality, *limited*, (2 cubic yards) weekly Bulk Waste collection of un-containerized and un-bundled Bulk Waste once per week, on a designated collection day, from Residential Units only. Curbside collection of Bulk Waste is not provided to Small Business Units.

Un-containerized Bulk Waste for *Manual* Collection shall be neatly stacked or securely tied in bundles and shall not exceed four (4) feet in length, two (2) feet in diameter, and 75 pounds in weight *on a single collection day*.

Curbside Collection of Bulk Waste for items *requiring Boom Truck collection* shall not exceed six (6) feet in length, 400 pounds in weight, and shall not exceed two (2) cu yds on a single Bulk Waste collection day. Bulk Waste piles shall not exceed **six (6) feet long, three (3) feet wide and three (3) feet high** -- the standard measure for two (2) cubic yards. Bagged Bulk Waste such as grass clippings, yard trimmings shall not exceed a twelve (12) 33-gallon trash bags, or four (4) 96-gallon containers.

Bulk Waste requiring Boom Truck collection does not include Construction Debris generated from new construction, demolition of primary structure, debris from land clearing, whole trees, or any debris generated by a contractor for hire.

White Goods and Waste Tire Curbside Collection Services

Selected Proposer shall provide quality, limited, curbside collection from Residential Units only, of White Goods (four (4) per Unit per week) and Waste Passenger Tires (four (4) per Unit per week) on the once per week designated collection day. Curbside collection of White Goods and Waste Tires is not provided to Small Business Units. White Goods and Waste Tires shall be collected in a Stake Body Truck, Boom Truck or a combination of both, depending on the

type and size of the material.

Selected Proposer shall be responsible for delivery of White Goods to an approved scrap/recycling facility. Selected Proposer shall provide for the proper removal of coolant and other material, including but not limited to: Freon, CFC, HCFC, etc., which may render the items not recyclable.

Selected Proposer shall deliver Waste Tires to the Burmaster Trash Drop-off Site for storage. Currently, full containers are later hauled to a local processor at the City's expense. Selected Proposer is encouraged to include this hauling service in their proposal.

Dead Animal Removal

Selected Proposer shall remove Dead Animals as encountered or as requested by the City or residents, from public roads, right-of-way's, and curbside. Dead Animals do not include horses or other livestock, birds, squirrels, or other small animals. Selected Proposer shall remove such animals no later than twelve (12) hours from the time of notification.

Separate Curbside Collection of Christmas Trees

In conjunction with the City of Gretna Christmas Tree Recycling Program, Selected Proposer shall provide separate curbside Collection of Christmas trees from all participating Service Units and deliver Christmas trees to a site within the City during the scheduled event time.

Purchase, Distribution, Replacement of Carts

Selected Proposer shall be solely responsible for the purchasing, storage, and distribution of Solid Waste Material Collection carts for Residential Units and Small Business Units serviced under the contract. Carts shall be a minimum of 90-gallons with attached lid, and made of durable plastic, or equivalent, and approved by the City's Director of Environmental Affairs. Alternatively, a smaller cart shall be provided in lieu of larger carts at the request of a Service Unit. Selected Proposer shall initially supply one (1) cart per Residential Unit and Small Business Unit at Selected Proposer's sole cost. The replacement of carts shall be solely the Selected Proposer's responsibility if a cart is stolen, and a police report is provided. Selected Proposer shall also repair or replace carts free of charge if damaged during collection operations.

To avoid unnecessary storage and disposal of existing usable carts during the start-up period, a phasing-in approach to cart replacement is preferred. Selected Proposer shall issue replacement carts to all Service Units at the request of the Service Unit.

Operation of Trash Drop-Off Site

The City has established a Trash Drop-off Site on Burmaster Street in the City of Gretna. The Trash Drop-off Site is for the use of Gretna City residents, New Orleans zip code 70114 and for City government vehicles to dispose of Garbage, Trash, Bulk Waste, White Goods, and

various recyclables. Use of the site is free of charge for residents of incorporated Gretna and are serviced under the contract, New Orleans residence with a 70114 zip code will be charged a fee. Selected Proposer shall provide all the necessary equipment, labor and materials to operate the Trash Drop-off Site. The Selected Proposer shall provide full-time attendants, roll-off containers, compactors, dumpsters, and other incidentals necessary to effectively operate the site. The successful Selected Proposer shall staff, manage and operate the citizen drop-off center. Accurate records shall be kept that record the acceptable Zip codes, (all 70053, incorporated Timberlane 70056 and New Orleans Zip code 70114) for each user. Separate Roll Off boxes shall be available for approved City of Gretna Zip codes. No commercial or contractor waste or vehicles are allowed to use the facility. No trailers over 12' may use the facility. The successful proponent shall submit a per haul/pull rate that will be compensation for all drop site services. The City reserves the right to negotiate changes in the operation of the drop-off center not limited to hours of operation, materials accepted, (Batteries, Paint, fuels, etc). The successful operator shall be able to petition the city of Gretna to modify any aspects of the operation of the site.

Drop-Off Site Equipment Requirements

The site provides containers for collection of Passenger Tires, Automotive Fluids, Oil filters, Automotive Batteries, E-Waste, and other recyclables for residential customers only. The City contracts with various private companies for the hauling out and processing of these items. **(See Exhibit B Trash Drop-off Site Sample Reporting)**

The minimum number of containers to be used at the Trash Drop-off Site is 12 - 40 cubic yard roll off containers; and two (2) compactors.

The Trash Drop-off Site is provided to Selected Proposer in "as-is" condition. The Selected Proposer will be required to maintain the site in a clean, neat and safe manner. Selected Proposer is required to provide sanitary toilet facilities for the workmen at the Trash Drop-off Site. Selected Proposer shall provide and pay all fees and monthly bills for utility services. It shall be the responsibility of the Selected Proposer to collect on a continuous basis any litter and debris from around the site and clean up any spillage that may occur. The Selected Proposer shall provide all tools and supplies for daily operation and maintenance of the facilities, including rakes, shovels, hoses, brooms, etc. The Selected Proposer is responsible for maintaining grass and weeds along the fences, and a lawn mower or weed trimmer shall be provided by the Selected Proposer. The Selected Proposer is responsible for securing the facility during non-operation hours.

Manpower Requirements

The required minimum number of workmen at the drop-off site is two (2). The employees must be capable of screening incoming waste, maintaining logs, and notifying the Selected Proposer when servicing and maintenance is required. The employees shall also be responsible for general policing, clean-up and security. The employees shall be responsible for securing the

containers in the evening at closing time and opening the site in the morning. All workmen on-site shall wear uniforms at all times designated by the Selected Proposer and approved by the City.

Record Keeping

The Selected Proposer shall be responsible for maintaining a detailed record on the daily operation of the Trash Drop-off Site. The following information for each Trash Drop-off Site shall be collected and maintained to be available for review by the City or State Agencies (LDEQ) at all times:

- copies of all user (entry) logs
- site log with description of any problem or unusual occurrences
- entry fees collected for municipal and commercial customers
- number and size of containers
- number and times each container was hauled per month
- quantity of solid waste disposed (cubic yards and tons)
- total number of waste tires collected
- total gallons of used oil, gasoline, antifreeze, oil filters collected at the site
- quantity and weight of all scrap metal and of white goods collected at the site (pounds/ tons)
- disposal dates, location and fees paid by Selected Proposer for scrap metal and white goods
- quantity of batteries collected
- quantity of e-waste collected
- manifests for ALL commodities hauled from site as provided by hauler
- SWPPP (Storm Water Pollution Prevention Plan) & SPCC (Spill Prevention, Control, and Countermeasure Plan) and all associated training records
- Waste Tire Collection Log (Number of tires, date, time, name, address, phone number, driver's license and license plate of individuals dropping off tires for recycling).
- The amount of household recycling removed from Trash Drop-off Site (plastic bottles, aluminum & steel cans, paper & cardboard, etc.)
- Records of any other specialized recycling / waste collection implemented

Monthly reports

The Selected Proposer shall be responsible for providing Monthly Reports on the operation of each Trash Drop-off site to the City. Monthly Reports shall be submitted electronically within ten (10) days of each month for the preceding month and shall contain various information above in a reporting format approved by the City. Additionally, Waste Tire Reports shall be submitted by the 5th day of each month for the preceding month for LDEQ reporting requirements. Original manifests for pick-up of tires/used oil/ antifreeze/ fuel shall be submitted with the monthly report.

Special Event Waste Collection Services

Selected Proposer shall provide additional solid waste removal services as required by the City to insure efficiency of governmental operations. The special event waste collection shall include collection and/or removal of solid waste from Parades, festivals, events, promiscuous dumping and/or other special events. Selected Proposer shall furnish all labor, equipment, fuel, insurance and all else incidental to complete the Service/Work.

Selected Proposer shall propose hourly cost for services listed below, for a collection vehicle, driver, a minimum of two (2) laborers, and all else incidental. For this section each rear loader or equivalent, Boom Truck, and loose garbage collection vehicle (dump truck or similar) constitutes a separate "truck" to which the hourly rate applies:

- Special Waste Collection due to special events (e.g. Parades, etc.) –
Cost per hour/per truck: driver, laborers, truck, collection vehicle, fuel and all else incidental.
- Additional Garbage/Trash and debris removal and disposal due to storms affecting the City
Cost per ton: cost of driver and all laborers, equipment, fuel & all else incidental.
- Additional Bulk Waste due to Disaster
Cost per ton: cost of driver and all laborers, equipment, fuel and all else incidental.
- Additional Garbage/Trash received at the Drop-off Site due to Disaster
Cost per ton: cost of driver and all laborers, equipment, fuel and all else incidental.

Disposal

All solid waste collected for disposal shall be hauled to River Birch Municipal Landfill Site located at 2000 South Kenner Ave. Avondale, Louisiana, as directed by the City, or other such site designated by the City. The Selected Proposer shall not be charged a disposal fee at the site for waste collected under the terms of the contract. Gretna City will be responsible for any tipping fees for the waste collected under the contract. Selected Proposer is responsible for verifying actual tonnage from LDEQ EDMS resources.

If the City must designate another site for receipt of the waste, the Selected Proposer shall bring the waste to the designated facility. If this occurs, the City will make cost and payment arrangements for Municipal Solid Waste with any other site. The City, in this event, will pay the site directly for disposal. All collection vehicles shall be weighed (or volume estimated in the event of a scale breakdown) upon entering and leaving the landfill. The driver shall remain in the truck and be weighed with the truck. After weighing in, the driver shall be directed by the landfill operator to the working face of the landfill via the road system. All of the Selected Proposer's activities while at the landfill shall be coordinated with the landfill operator.

Period of Contract

This will be a multiyear contract. The initial term of any resulting contract shall be for five (5) years commencing on July 1, 2024, and shall expire on June 30, 2029. The intent is to solicit proposals for five (5) years, with the mutual option for annual extensions at the same terms, costs and conditions for up to five (5) additional years.

Price Proposal (Pricing Schedule)

Pricing **must** be submitted on the Price Proposal (Price Schedule) furnished in **Attachment F**. All proposed pricing shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

Location (General)

Examination of the Routes, Site, and Specifications

It is the responsibility of the Selected Proposer to familiarize himself with the project elements by careful examination of the specifications and information provided through the RFP package and as available on the City of Gretna and Public Purchase website (www.gretnala.com and www.publicpurchase.com). In addition, the Selected Proposer should become knowledgeable of the City of Gretna routes, the River Birch Municipal Landfill, and the location and condition of other infrastructure related to this RFP by visiting the various areas and site. The Selected Proposer shall make himself aware of the condition of the road networks, neighborhoods, collection and hauling distances, landfill requirements, and other physical considerations, which could impact the delivery of service. The Selected Proposer shall also visit and become familiar with the Trash Drop-Off Site. Further, the Selected Proposer must make himself familiar with the applicable federal, state, and local regulatory requirements, which govern the types of services, requested. The Selected Proposer shall not make any claims after submittal of a proposal alleging insufficient data or incorrectly assumed conditions, nor shall the Selected Proposer claim any misunderstanding with regard to the nature, conditions, or character of the work to be done under the contract. Further, the Selected Proposer shall assume all risks resulting from any changes in the conditions, which may occur during the progress of the work.

City of Gretna defined

Boundaries of the City of Gretna as shown in Exhibit A

Timberlane Property bounded by Belle Chasse Highway to the north, Timberlane Drive to the east (north of Lapalco Boulevard), the rear lot lines of the properties located on the east side of Marlene Drive to the east (south of Lapalco Boulevard), the Verret Canal to the west, and Bayou Fatma to the south terminating at municipal address 820 Fairfield Avenue. All as more fully depicted in the attached Exhibit A.

Location of the Trash Drop-off Site

Burmester Street, Gretna, LA 70053

Location of River Birch Municipal Landfill

River Birch Municipal Landfill – 2000 South Kenner Ave., Avondale, LA

Financial Profile

Selected Proposers are requested to submit documentation from the past three (3) years demonstrating Selected Proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Selected Proposer must include information demonstrating the Selected Proposer's financial stability and ability to obtain and maintain bonding and insurance requirements to be eligible to be assigned a higher score. Proposals that lack the description of the Selected Proposer's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

Technical Proposal Elements

A. Technical

1. Each Selected Proposer shall address how the Selected Proposer will achieve/meet the Scope of Work as stated in Section 2.1. The technical approach shall detail the following: Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).
2. Plans for necessary training, where applicable. Information demonstrating an affirmative statement shall be required that the Selected Proposer has reviewed the Scope of Work, understands the nature thereof and is willing and capable of providing the services thereof.
3. Selected Proposer shall likewise include any information concerning any innovative concepts pursuant to this RFP and terms and conditions that the Selected Proposer desires consideration by the City.

B. Qualifications and Experience

1. Selected Proposers shall provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction, demonstrated volume of merchants, etc. Selected Proposer must provide a detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.
2. Selected Proposer shall provide resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project, in addition to resumes of any and all subcontractors.

ATTORNEY'S' FEES

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all its

reasonable attorneys' fees and costs including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

PERFORMANCE BOND

The Selected Proposer shall maintain a performance bond for the life of the negotiated contract in the amount of fifty percent (50%) of the estimated annual amount of the Proposal, renewed annually and payable to the City for the purpose of guaranteeing the performance of the Services set forth herein. The surety on the bond must be a duly authorized corporate surety company authorized to do business in the State of Louisiana. Said bond shall be payable to the City if the Selected Proposer fails to cure any default of this Proposal.

Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a Selected Proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the Selected Proposer proposes to do.

The proposed evaluation criteria shall measure how well a Selected Proposer's approach meets desired minimum performance standards defined in the RFP and shall allow for the quantification of the differences between those stated minimum standards and what the Selected Proposer intends to do. A scoring system will be utilized and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Price Proposal Evaluation shall constitute twenty-five percent (25%) of the total scoring points assigned.

A. **TECHNICAL PROPOSAL** (Maximum of 75 Points per Evaluator)

The following criteria shall measure the qualifications, technical capabilities and core competency of the Selected Proposers and their submissions:

- i. Scope of Services 25
- ii. Project Schedule 10
- iii. Specific Experience – similar or larger scope of service currently being provided including personnel – experience of management staff, experience in similar projects, etc. 15
- iv. Innovative Concepts 5
- v. Responsiveness to the RFP 10

B. PRICE PROPOSAL

The Selected Proposer with the lowest price shall receive the highest Price Proposal Evaluation score (twenty-five (25) points per member)
Other Selected Proposers will receive a cost score computed as follows:

$$CS = (LPC/PC * X)$$

Where:

CS = Computed cost score for Selected Proposer

LPC = Lowest proposed cost submitted

PC = Selected Proposer's cost

X = Maximum combined cost points available

Maximum # of
Points 25 per
Evaluator

TOTAL MAXIMUM POINTS FOR THIS RFP 100 PER EVALUATOR.

PERFORMANCE STANDARDS

Performance Requirements

Transition Plan. The City seeks an expeditious transition upon execution of a contract. Selected Proposer shall submit a transition plan with their Proposal, which outlines timeframes for obtaining resources, vehicles, labor, equipment, and supplies to assume responsibility for Solid Waste and collection services ("Transition Plan"). All timeframes should be in the context of the contract being fully executed by both Parties.

Selected Proposer shall provide year, make and model of all existing equipment to be used by July 1, 2024 and number of new vehicles that need to be acquired by July 1, 2024 to fulfill work outlined in the Scope.

Selected Proposer shall provide technical specification data on each vehicle or piece of equipment to be used, including but not limited to, cubic yardage, type of truck (make, model number, and year), license number and tare weight. Selected Proposer shall provide photographs of each vehicle or piece of equipment showing I.D. number and showing the proper markings.

Customer Service. Selected Proposer shall provide telephone number and email address and description of services and notification procedures and other information.

Performance Measurement/Evaluation

Performance will be evaluated monthly based on level of service and responsiveness. Every effort shall be made by Selected Proposer to pick-up Solid Waste, including Garbage, Trash, Bulk Waste, White Goods, Waste Tires, on the designated, scheduled collection day. If the Selected Proposer fails to collect Solid Waste, including Garbage, Trash, Bulk Waste, White Goods, Waste Tires, on the designated, scheduled curbside collection day, and is so notified by the City, and/or the Service Unit, Selected Proposer shall make such collections within twenty-four (24) hours of Notification, failing which Liquidated Damages shall be assessed. Failure by Selected Proposer to properly collect Solid Waste from a Service Unit on the designated curbside collection day shall subject Selected Proposer to Liquidated Damages as described below.

- Failure to collect Solid Waste from a Service Unit within twenty-four (24) hours, after Notification by City, or said Service Unit of a missed curbside collection day. Liquidated Damage: \$200.00/day
- Failure to collect Bulk Waste from a Service Unit within twenty-four (24) hours after Notification by the City or said Service Unit of a missed curbside collection pickup. Liquidated Damage: \$200.00/day
- Failure to remove Dead Animals within twelve (12) hours after Notification by City, or Service Unit. Liquidated Damage: \$200.00/day
- Failure to collect White Goods within twenty-four (24) hours after Notification by City or said Service Unit of a missed curbside collection pickup. Liquidated Damage: \$200.00/day
- Failure to collect Waste Tire(s) within twenty-four (24) hours after Notification by City or said Service Unit of a missed curbside collection pickup. Liquidated Damage: \$200.00/day
- Failure to replace carts upright, with lid closed, after first Notification of violation from City, or Service Unit. Liquidated Damage: \$200.00/occurrence
- Failure to replace carts to the same location on the right-of-way from which it originated after first Notification of violation from the City, or Service Unit. Liquidated Damage: \$200.00/occurrence
- Collection operations before 5:00 a.m. or after 8:00 p.m. Liquidated Damage: \$200.00/occurrence per vehicle
- Failure to clean up any spillage of refuse, including all liquids from overfilled curbside collection carts or other collection or hauling activities such as fluid leaks from vehicles within twenty-four (24) hours after Notification by the City, or Service Unit. Liquidated Damage: \$200.00/occurrence
- Failure to provide repairs and/or a replacement cart for a damaged cart within seven (7)

business days from City, or Service Unit. Liquidated Damage:
\$200.00/day

- Failure to provide a replacement cart, an additional cart by request, or a new cart for an added Service Unit within seven (7) business days from Notification by City, or Service Unit. Liquidated Damage: \$200.00/day per unit
- Failure to secure loads or overfilling collection vehicles contributing to spillage of wind-blown trash on public streets and facilities from rear, side or front load vehicles Liquidated Damage: \$200.00/day per occurrence.
- Failure to submit photographs that clearly show the vehicle identification number on each of the four sides and Selected Proposer telephone number on each of two sides required by the contract of all vehicles, including substitute vehicles, by January 1, 2024 and prior to new vehicle use thereafter
- Failure to submit technical data on all vehicles by January 1, 2024 and prior to new vehicle use thereafter. Liquidated Damage: \$200.00/day per vehicle
- Failure to timely submit required daily, monthly, and annual reports as provided in the contract. Liquidated Damage: \$200.00/day

The City reserves the right to assess Liquidated Damages as needed to ensure compliance with the contract. The City reserves the right to offset the foregoing liquidated damages from any monthly payment due to Selected Proposer.

Proposer List:

Coastal Waste

Barry Bordelon

avoyelles42@gmail.com