

**2021-0313**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)  
BETH A. BILLINGS, COUNCILWOMAN-AT-LARGE, DIVISION A  
LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I  
MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V**

**ORDINANCE NO.** 21-12-6

An ordinance approving and authorizing the execution of a contract with River Birch Renewable Energy, LLC, to perform professional services for Solid Waste Collection Services, Project No. P210804.

**WHEREAS,** sealed proposals for said services were received on November 19, 2021 and subsequently evaluated for the option of twice weekly fully-automated and/or semi-automated refuse collection and bulky waste pick-up twice monthly within St. Charles Parish (Base Proposal B-3); and,

**WHEREAS,** the Proposal Evaluation Team evaluated all Base Proposal B-3 submittals and it determined that River Birch Renewable Energy, LLC had the highest score meeting all requirements of the Solid Waste Collection 2021 Contract Documents & Specifications including Addenda Numbers 1 - 5; and,

**WHEREAS,** it is the desire of the Parish Council to accept the proposal for these services with the highest evaluation score as determined by the Proposal Evaluation Team, which was submitted by River Birch Renewable Energy, LLC with a quoted amount of \$14.75 per unit per month for twice weekly fully-automated and/or semi-automated refuse collection and bulky waste pick-up twice monthly within St. Charles Parish (Base Proposal B-3); and,

**WHEREAS,** the contract term for these services is for five (5) years beginning on May 1, 2022 with the option to extend the contract by mutual agreement of the parties; and,

**WHEREAS,** the attached contract between St. Charles Parish and River Birch Renewable Energy, LLC describes the details of the proposed services and compensation.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the contract between St. Charles Parish and River Birch Renewable Energy, LLC, for Solid Waste Collection Services in the amount of \$14.75 per unit per month (Base Proposal B-3) is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said contract agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,  
DUFRENE, BELLOCK, FISHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 20th day of December, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn B. Bellock  
SECRETARY: Nichelle Dupontato  
DLVD/PARISH PRESIDENT: December 21, 2021  
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: December 22, 2021  
AT: 8:45 am RECD BY: [Signature]

**CONTRACT DOCUMENTS**

**SOLID WASTE COLLECTION 2021**

**DEPARTMENT OF PUBLIC WORKS**

**ST. CHARLES PARISH, LOUISIANA**



**CONTRACTOR: RIVER BIRCH RENEWABLE ENERGY, LLC**



**COMMENCEMENT DATE: MAY 1, 2022**

**PARISH PROJECT NO.: P210804**

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EXHIBIT A

SOLID WASTE COLLECTION 2021  
CONTRACT AGREEMENT

THIS CONTRACT, made this day of December 30, 2021, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and Name River Birch Renewable Energy, LLC Address 2000 South Kenner Avenue, Avondale, Louisiana 70094 doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and In consideration of the payments and agreement hereinafter mentioned.

1. The CONTRACTOR will commence the Collection of Solid Waste for the Parish of St. Charles on May 1, 2022.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Implementation and operation of this Contract as described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.
4. The term "CONTRACT DOCUMENTS" Includes the following Items:
  - a. Exhibit "A" Solid Waste Collection 2021\_Contract Agreement
  - b. Exhibit "B" Solid Waste Collection 2021\_Authority to Execute Corporate Resolution or State Certificate
  - c. Exhibit "C" Solid Waste Collection 2021\_Contractor Price Proposal
  - d. Exhibit "G" Performance Bond and Power of attorney
  - e. Insurance Certificate
  - f. Exhibit "E" Non-Collusion Affidavit
  - g. Exhibit "H" Notice of Intent to Award
  - h. Request for Statements of Qualifications and Cost Proposals Solid Waste Collection 2021 Document (RFP Package)
  - i. Copy of Contractor Submittal Package
  - j. ADDENDUM No. 1, Dated, September 15, 2021. ADDENDUM No. 2, Dated, October 4, 2021. ADDENDUM No. 3, Dated, October 20, 2021. ADDENDUM No. 4, Dated, November 5, 2021. ADDENDUM No. 5, Dated, November 15, 2021.
5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (6 copies) each of which shall be deemed an original on the date first above written.

ATTEST

Rachel Champagne  
Name Rachel Champagne  
Title Exec. Assistant

OWNER: ST. CHARLES PARISH

BY Matthew Jewell  
MATTHEW JEWELL  
PARISH PRESIDENT

ATTEST

Dominic F. Rizzo  
Name Dominic F. Rizzo  
Title CFE

CONTRACTOR: RIVER BIRCH RENEWABLE ENERGY, LLC

By Albert J. Ward, Jr.  
ALBERT J. WARD, JR.  
PRESIDENT

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF RIVER BIRCH RENEWABLE ENERGY, LLC HELD  
AT THE OFFICE OF THE LLC ON NOVEMBER 1, 2021, AT WHICH  
A QUORUM WAS PRESENT PURSUANT TO NOTICES PREVIOUSLY GIVEN**

The meeting was called to order by the President. Upon motion duly made, seconded and adopted, the following was adopted:

RESOLVED that **Albert J. Ward, Jr, President**, be and he is hereby authorized and empowered to execute all documents related to the following:

Request for Statements of Qualifications and Cost Proposals, Solid Waste Collections 2021 (Project P210804) for the Parish of St Charles.

The **President** is further authorized to sign any and all documentation necessary and proper to accomplish the foregoing and to include within such documentation such terms and provisions as the said President should deem necessary and appropriate and which are not inconsistent with the terms as previously agreed to by the parties.

There being no further business, the meeting was adjourned.

**CERTIFICATE**

I, the undersigned Secretary of River Birch Renewable Energy, LLC hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said LLC on the 1st day of November 2021, at a meeting called pursuant to proper notice, at which a quorum was present and voting and said resolution remains in full force and effect.

Avondale, Louisiana this 1st day of November 2021.

  
Adrea D. Heebe, Secretary

EXHIBIT C

SOLID WASTE COLLECTION 2021  
CONTRACTOR PRICE PROPOSAL

Proposal of River Birch Renewable Energy LLC (A corporation duly organized under the laws of the State of Louisiana).

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection for the Parish of St. Charles, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates (expressed in words and figures) hereinafter set forth. All cost items shall be entered for both base and alternate:

**Base Proposal:**

- B.1 \$ NO Bid per unit per month for twice weekly semi-automated rear tipped refuse collection services and Bulky Waste pickup twice monthly within St. Charles Parish (for approximately 18,678 Residential and Commercial units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

- B.2 \$ 14.75 per unit per month for twice weekly fully-automated refuse collection services And Bulky Waste pickup twice monthly within St. Charles Parish (for approximately 18,678 Residential and Commercial units).

fourteen Dollars and seventy-five Cents per unit per month.

- B.3 \$ 14.75 per unit per month for twice weekly fully automated and/or semi-automated refuse collection and bulky waste pickup twice monthly within St. Charles Parish (for approximately 18,678 residential and Commercial Units).

fourteen Dollars and seventy-five Cents per unit per month.

**Alternate Proposal:**

- A.1 \$ 7.89 per unit per month for one time per week curbside recycling collection services within St. Charles Parish. Dollars and Cents per unit per month.

seven Dollars and eighty-nine Cents per unit per month.

- A.2 \$ 1.30 per unit per month, **additional cost**, added to B.1, B.2, or B.3 to provide all new containers (CART)'s to all existing and new customers, including collection and disposal of all existing CART'S by the Contractor.

one Dollars and thirty Cents per unit per month.

A.3 \$ 2.00 per unit per month, **additional cost**, added to B.1, B.2, or B.3 to provide once per week boom truck pick up service for Bulky Waste.

two Dollars and zero Cents per unit per month.

Bidder must acknowledge all addendums issued:

Addendum NO.1 Date 9/15/21

Addendum NO.2 Date 10/04/21

Addendum NO.3 Date 10/20/21

Addendum NO.4 Date 11/5/21

Addendum NO.5 Date 11/15/21

CONTRACTOR

By: Albert J. Ward Jr.

PRINCIPAL OFFICE

Address 2000 S Kenner Avenue  
Avondale, LA 70094

PRINT NAME: ALBERT J. WARD JR.

TITLE: Pres

Telephone (504) 436 1288



November 8, 2021

RE: River Birch Renewable Energy, LLC

Project: St. Charles Parish  
Solid Waste Collection 2021

To Whom It May Concern:

River Birch, LLC. is a valued client of Lexon Indemnity Inc. (Lexon). At present, Lexon has established a \$15,000,000 aggregate surety program for River Birch, LLC. Lexon is listed in the US Department of Treasury Acceptance Report (Circular 570) and has an A.M. Best rating of A+.

If performance and payment bonds are required, Lexon is prepared to consider providing the required bonds on their behalf. Lexon's support is conditioned upon satisfactory completion of the underwriting process, including satisfactory review of all contract documents, bond forms and all other pertinent underwriting factors and Lexon's on-going review of the operations and financial capacity of River Birch, LLC. Please understand that Lexon's willingness to provide surety on this or any project is predicated upon specific criteria at the time of the actual bond request.

This letter is not an assumption of liability and does not obligate River Birch, LLC. or Lexon. This letter is issued only as a prequalification reference in response to a request from our customer. It should be understood that any arrangement for bonds is strictly a matter between River Birch, LLC. and Lexon. At all times, Lexon has the sole right to approve or decline to write any bid and/or performance and payment bond(s) for the customer. This is not a contract, obligation or an agreement.

If we can provide any further assistance concerning our client's technical expertise or bonding capacity, please do not hesitate to give us a call.

Best regards,

A handwritten signature in black ink, appearing to read 'Amy Bowers', written over a horizontal line.

Amy Bowers

ab





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**PLACEHOLDER FOR PERFORMANCE BOND**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1615 Poydras St Suite 700 New Orleans LA 70112	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 504-619-1025      FAX (A/C, No): 504-587-0766 E-MAIL ADDRESS: Llz.LaGrange@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC#	
<b>INSURED</b> River Birch, LLC 2000 South Kenner Road Avondale, LA 70094	<b>INSURER A:</b> AIG Specialty Insurance Company      26883	
	<b>INSURER B:</b> Commerce and Industry Insurance Company      19410	
	<b>INSURER C:</b> Louisiana Workers' Compensation Corp      22350	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 884594736      **REVISION NUMBER:**

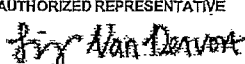
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EG 2191258	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Legal \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 5772671	1/27/2021	1/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EGU 2191266	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	150316	1/27/2021	1/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			EG 2191258	1/27/2021	1/27/2022	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Landfill & Natural Gas Plant  
Adrea Heebe is excluded from Workers Comp coverage.

General Liability coverage includes blanket additional insured, blanket waiver of subrogation, and primary/noncontributory status for the certificate holder when required by written contract with the insured. Auto Liability coverage includes blanket additional insured and blanket waiver of subrogation for the certificate holder when required by written contract with the insured. Workers Comp coverage includes blanket waiver of subrogation and blanket alternate employer endorsement when required by written contract with the insured. Excess Liability coverage follows primary GL, Auto, and WC coverage. A 30-day Notice of Cancellation is granted to the certificate holder.

### CERTIFICATE HOLDER      CANCELLATION

St. Charles Parish P O Box 302 15045 River Road Hahnville LA 70057 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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EXHIBIT E

SOLID WASTE COLLECTION 2021  
NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON

ALBERT J. WARD, JR, being first duly sworn, deposes and says that:

(1) He is the PRESIDENT of  
(Owner, Partner, Officer, Representative or, Agent)

RIVER BIRCH RENEWABLE ENERGY LLC, the Bidder, and that  
(Name of Proposer)  
the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;

(2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;

(3) The Proposal is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work, or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;

(6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him 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 him whose services in connection with the contract were in the regular course of their duties for him;

Bidder RIVER BIRCH RENEWABLE ENERGY LLC

[Signature]

Title PRESIDENT

Subscribed and sworn to before me

this 12<sup>th</sup> day of January, 2022 at Sutra, Louisiana

My commission expires with life

SEAL

[Signature]  
Notary # 067970



# ST. CHARLES PARISH

PUBLIC WORKS

MATTHEW JEWELL  
PARISH PRESIDENT

MILES BINGHAM, P.E.  
DIRECTOR

## NOTICE OF INTENT TO AWARD

November 30, 2021

TO: Albert J. Ward, Jr., President  
River Birch Renewable Energy, LLC  
2000 South Kenner Road, Avondale, Louisiana 70094

PROJECT NAME: Solid Waste Collection 2021

PROJECT NO: P210804

To Whom It May Concern:

You are hereby notified that your bid dated November 19, 2021, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is Fourteen Dollars and Seventy-Five Cents (\$ 14.75 ) per unit per month for twice weekly fully automated and/or semi-automated refuse collection and bulky waste pickup twice monthly within St. Charles parish (for approximately 18,678 residential and Commercial Units).

**Deliver all documents to:**

Andre Ford  
St. Charles Parish Public Works  
aford@stcharlesgov.net

**Deliver the following documents by December 14, 2021**

1. Six (6) original Employment Status Verification Affidavit (Section-SCP-E-00475) See La. R.S. 38:2212(B)(3)(a);
2. Six (6) original Non-Collusion and Non Sollicitation Affidavit (Section-SCP-E-00480) See La. R.S. 38:2224;
3. Six (6) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227;
4. Six (6) original Request to Sublet (Section-SCP-E-00816).

**Deliver the following documents by December 14, 2021**

1. Six (6) originals of the Contract between Owner and Contractor (Section-SCP-E-00500) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section-SCP-E-00300).
2. Six (6) original Payment Bond Forms (Section-SCP-E-00610) completed, signed, dated, and sealed. **Do not put date in blank on page 00610-1 & page 00610-2**; this document will be dated upon execution of the Contract by the Owner.
3. Six (6) original Performance Bond Forms (Section-SCP-E-00611) completed, signed, dated, and sealed. **Do not put date in blank on page 00611-1 & page 00611-2**; this document will be dated upon execution of the Contract by the Owner.
4. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:  
  
"Should any of the above-described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder."
5. Six (6) original Authorization Letters from the bonding Company(s), that are issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to date the Bonds and Power of Attorney to coincide with the time of execution of the contract by St. Charles Parish. The Bonding Company is to fill in the location where

the bond was signed.

6. Six (6) original Authorization Letters from the Contractor authorizing St. Charles Parish to date the contracts on behalf of the Parish at the time of execution of the contracts by St. Charles Parish.

**Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to specifications Section-SCP-E-01800 and Section-SCP-E-01810 for other details and requirements.**

**Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:**

- **Time frame will be in days with a starting point at Notice to Proceed**
- **Review and approval time of submittals**
- **Order and delivery time of critical path items**
- **Mobilization and construction set up time**
- **Construction time**
- **Anticipated Substantial Completion date**
- **Anticipated Final Change Order submittal date**
- **Anticipated project closure date**

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Intent to Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.



Miles B. Bingham, P.E.  
Director Public Works/Wastewater

cc:

*Brad Berthelot - Public Works Accountant*  
*Chandra Sampey – Contract Monitoring Specialist*  
*Andre Ford, P.E. - Public Works Engineer*  
*Project File*  
*Michelle Impastato - Parish Council Secretary*

**REQUEST FOR STATEMENTS OF QUALIFICATIONS**

**AND COST PROPOSALS**

**SOLID WASTE COLLECTION 2021**

**PROJECT P210804**



**August 3, 2021**

**15045 River Road Hahnville, Louisiana 70057**

**SOLID WASTE COLLECTION 2021**  
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**PUBLIC NOTICE**  
**Solid Waste Collection 2021**  
**St. Charles Parish**

**Request for Statements of Qualifications and Cost Proposals**

Sealed Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3<sup>rd</sup> Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on Thursday, October 7, 2021.** Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with Instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

The Proposal Package (Forms and Instructions) is available to interested parties with preferably 5 years of experience and at least a minimum of 3 years' experience. Beginning **Thursday, August 19, 2021** the Proposal Package can be obtained from the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Office hours are Monday – Friday 8:30 a.m. to 4:00 p.m. Telephone number is 985-331-8604.

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on **Thursday, September 16, 2021 at 10:00 a.m.** at the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Attendance at the Pre-Bid Conference is recommended but not mandatory.

The successful proposer will be required to furnish a Letter of Surety from a company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide. Certificates of Insurance will also be required as specified.

St. Charles Parish is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to participate in this solicitation.

Any person with disabilities requiring special accommodations must contact the St. Charles Parish Council Office at 985-783-5000 no later than seven (7) days prior to Proposal opening.

St. Charles Parish Council  
Matthew Jewell, Parish President

Advertisement Source and Dates St. Charles  
Herald Guide  
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The Advocate

Thursday, August 19, 2021  
Thursday, August 26, 2021  
Thursday, September 2, 2021  
Thursday, September 9, 2021

**SOLID WASTE COLLECTION 2021 INSTRUCTIONS  
TO CONTRACTORS**

**1. RECEIPT AND OPENING OF PROPOSALS**

The Parish of St. Charles (the "Parish") invites and will receive Proposals on the forms specified in the Request for Statements of Qualifications and Cost Proposals Solid Waste Collection 2021 Package (RFP package) and submitted according to the instructions detailed in the **Submittal Instructions Section**. Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3<sup>rd</sup> Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on Thursday, October 7, 2021**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The envelopes containing the Proposals must be sealed and plainly marked with the name and address of contractor and **"St Charles Parish - Proposal for Solid Waste Collection 2021"**.

**2. PREPARATION OF PROPOSAL**

All Proposals shall be prepared according to the instructions detailed in the **Submittal Instructions Section**. All forms and other requested information must be completed in ink or typewritten and in both words and figures when specified for pricing. Contractors must reply on all items listed on Exhibit "C".

If a unit price entered by the Contractor on Exhibit C is to be altered, it shall be crossed out and the new unit price entered above or below it in ink, and initialed by the Contractor.

In case of a discrepancy between the amount shown in numerals and written out in words, the unit prices as written out in words in the Proposal shall govern and any errors found in said numerals shall be corrected.

Each Proposal shall be submitted in a sealed envelope and plainly marked with the name and address of contractor and **"St Charles Parish - Proposal for Solid Waste Collection 2021"**. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another sealed envelope and sent to the address in No. 1 and marked **"Sealed Proposal Enclosed – Solid Waste Collection 2021"**. The Parish may consider irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any irregularities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposal or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered.

### 3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal shall be accompanied by a Proposal Bond or a certified check of the Contractor drawn on a national bank in the amount equal to five percent (5%) of the Contractor's Annual proposal (based on the price in A.1 and the estimated 18,678 estimated units picked up). This Proposal Bond shall be a guarantee, on the part of the Contractor, that he will if called upon to do so, accept and enter into a contract to do the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment as set forth in Section 12.00 of the General Specifications. Checks and bonds will be returned promptly after the Parish and the selected Contractor have executed a Contract or, if no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of Proposal's upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth in Section 11.00 of the General Specifications.

### 4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Parish to the Contractor by certified mail, return receipt requested.

The Contractor, to whom the Contract shall have been awarded, will be required to execute six (6) original signed copies of documents a, b, d, e, and f listed in exhibit A within seven (7) days after his receipt of formal notice of award. Failure to deliver these documents will be considered to have abandoned all rights and interests in the award, and Contractor's proposal security may be declared forfeited to the Parish as liquidated damages. The award may then be made to the next best qualified Contractor or the work re-advertised for Proposals.

### 5. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied with a letter from a corporate surety satisfactory to the Parish stating that a Performance Bond, **paid in full**, will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney.

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to 50% of the annual contract price, over the term of the Contract. Premium for the performance bond shall be paid by the Contractor along with a certificate from the surety showing that the bond premiums are paid in full.

The surety on the bonds shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana, having an A- or better bond rating in accordance with A.M. Best Rating Classification.

In lieu of a Performance Bond the successful Contractor may provide an Irrevocable Letter of Credit, in a form to be approved by the Parish Attorney, in the amount of 50% of the annual value of the contract over the term of the contract.

## **6. POWER OF ATTORNEY**

Attorneys-In-fact who sign bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

## **7. SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the RFP package including all incidentals necessary to fully complete said work.

## **8. CONDITIONS**

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the requirements in the RFP package.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with existing conditions, shall in no way relieve himself of any obligations with respect to his Proposal or to the Contract. The Parish shall make all such documents available to the Contractors.

The Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Parish.

The Contractor's attention is directed to the fact that all applicable State laws, Parish ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

## 9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the Parish either in writing or by email. If explanations are necessary, a written reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Contractor on record requesting the RFP package. Every request for such explanation shall be in writing addressed to the St. Charles Parish Contract Monitor at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attn: Chandra Sampey - Contract Monitor or by e-mail to [csampey@stcharlesgov.net](mailto:csampey@stcharlesgov.net). Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative and not binding.

Addenda issued prior to date of receipt of Proposals shall become a part of the Contract Documents.

No inquiry received within five (5) days (excluding holidays and weekends) of the date fixed for the submission and opening of Proposals will be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, a copy of which will be forwarded to each Contractor on record requesting the RFP package, not later than three (3) days (excluding holidays and weekends) prior to the date fixed for the opening of Proposals.

## 10. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR

The Proposal shall be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws along with Exhibit B (Authority to Execute Corporate Resolution). Any foreign corporation, LLC, or partnership, shall provide a certificate from the Secretary of State that the corporation/partnership is qualified to do business in Louisiana and is in good standing. Partnerships or individual Contractors are required to state in the Proposal the names of persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with Parish and State and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

## **11. COMPETENCY OF CONTRACTOR**

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The Parish reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications or from other sources.

In the event that the Parish shall require additional certified supporting data regarding the qualification of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the Parish, that Contractor is a going concern whose management possesses operating experience in the solid waste field.
- (c) Evidence, in form and substance satisfactory to the Parish, that Contractor possesses as a going concern the financial capacities to perform all phases of the work called for in the Contract Documents.
- (d) Such additional information as will satisfy the Parish that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

## **12. DISQUALIFICATIONS OF CONTRACTOR**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal.

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standing of workmanship as submitted or from past performance of contracts similar in scope.
- (d) Default on a previous parochial or municipal contract for failure to perform.

### **13. BASIS OF PROPOSAL**

Proposals with respect to refuse collection are solicited on the basis of the rate proposed for Base Proposal (A.1, B.1, and B.2). The rate, as written out in words in the Proposal, shall govern and any errors found will be corrected.

### **14. QUANTITIES**

The Parish estimates that the number of Residential and Commercial Units to be initially serviced under the Contract is 18,678. The Parish estimates that the quantity of refuse generated in St. Charles Parish is approximately fifty-seven thousand (57,000) tons per year. The Parish makes no representation as to the reliability of its estimate for Residential and Commercial Units or refuse generation. However, Unit Price computations for Residential and Commercial Units shall be based upon such estimates.

### **15. METHOD OF AWARD**

The Parish reserves the right not to accept any Proposal or, to reject any or all Proposals, and to waive defects, irregularities, or informalities in a Proposal. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Parish. The Parish intends that the Contract shall be awarded within ninety (90) days following the date Proposals are publicly opened and read.

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**SOLID WASTE COLLECTION 2021  
GENERAL SPECIFICATIONS**

**1.00**            **DEFINITIONS**

- 1.1            Bags
- 1.2            Boom Truck
- 1.3            Bulky Waste
- 1.4            Bundle
- 1.5            Commercial Refuse
- 1.6            Commercial Unit
- 1.7            Construction Debris
- 1.8            Cart Container
- 1.9            Contract Documents
- 1.10           Contractor
- 1.11           Dead Animals
- 1.12           Disposal Site
- 1.13           Garbage
- 1.14           Hazardous Waste
- 1.15           Parish
- 1.16           Producer
- 1.17           Refuse
- 1.18           Residential Refuse
- 1.19           Residential Unit
- 1.20           Rubbish
- 1.21           Stable Matter
- 1.22           Semi-Automated Solid Waste Collection
- 1.23           Solid Waste
- 1.24           Stable Matter
- 1.25           Term
- 1.26           Trash
- 1.27           White Goods
- 1.28           Yard Waste

**2.00**            **SCOPE OF WORK**

**3.00**            **TYPE OF COLLECTION**

- 3.1            Service Provided
- 3.2            Location of Containers. Bags and Bundles for Collection
- 3.3            General Description
- 3.4            Quantities Furnished To Bidders
- 3.5            Contractor To Make Examination
- 3.6            Governmental Approvals



4.00

**OPERATION**

- 4.1 Hours of Operation
- 4.2 Routes of Collection
- 4.3 Holidays
- 4.4 Complaints
- 4.5 Collection Equipment
- 4.6 Office
- 4.7 Hauling
- 4.8 Disposal
- 4.9 Notification
- 4.10 Point of Contact

5.00

**COMPLIANCE WITH LAWS**

6.00

**EFFECTIVE DATE**

7.00

**NONDISCRIMINATION**

8.00

**INDEMNITY**

9.00

**LICENSES AND TAXES**

10.00

**TERM**

11.00

**INSURANCE**

12.00

**BOND**

- 12.1 Performance Bond
- 12.2 Power of Attorney

13.00

**BASIS AND METHOD OF PAYMENT**

- 13.1 Rates
- 13.2 Modification to Rates
- 13.3 Parish to Act as Collector
- 13.4 Delinquent and Closed Accounts
- 13.5 Contractor Billings to Parish

14.00

**TRANSFERABILITY OF CONTRACT**

15.00

**OWNERSHIP**

16.00

**BREACH OF SERVICE**

17.00

**HIRING PREFERENCE**

18.00

**JURISDICTION & VENUE**

19.00

**PERSONNEL REQUIREMENTS**

## 1.00 DEFINITIONS

- 1.1 **Bags** - Plastic or paper sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.2 **Boom Truck** – a truck having a telescopic boom over the frame for lifting heavy items in the solid waste stream that are too large or too heavy to be safely lifted by hand into a traditional garbage truck. Boom trucks have hydraulic booms, tipped with a clamshell bucket and include a dump body or roll off container and outriggers for stability.
- 1.3 **Bulky Waste** – Large items with weights or volumes greater than those allowed for containers. Bulky waste includes automobile parts, (fenders, seats, camper tops and other parts not exceeding 400lbs.) furniture, window air conditioning units, yard waste, construction debris, but excludes dead animals, hazardous waste, and stable matter.
- 1.4 **Commercial Refuse** - All garbage, rubbish, bulky waste, construction debris, and stable matter generated by a Producer at a Commercial Unit.
- 1.5 **Commercial Unit** - Any small place of business including, but not limited to, offices, grocery stores, service stations, restaurants, lounges, amusement centers, etc. located within the boundaries of St. Charles Parish.
- 1.6 **Construction Debris** - Waste building materials resulting from construction, remodeling, repair or small demolition operations (shed, porch etc.) including concrete, wood, sheetrock, metal, etc. Construction debris under this Contract does not include debris generated from new construction and demolition of primary structure or debris generated by private contractor.
- 1.7 **Container Cart** - A receptacle, provided by the Contractor, of a cart type with wheels and a lid, with a capacity of approximately 90-96 gallons. The actual collection container CART, including the color and wording and/or logo must be approved by the Parish, prior to use. All CARTS used in the current contract shall be acceptable for use under this Contract. All additional CARTS used in this contract shall be new. All CARTS provided under this Contract shall be donated to the Parish of St. Charles at the end of the term of this Contract. The Parish reserves the right to deny the acceptance of any and all CARTS it deems not acceptable for its use. The supplying of, repair and replacement of container CART(S) is included in the Proposal price submitted.
- 1.8 **Contract Documents** - The Request for Proposals Instructions to Contractors, addenda or changes to the foregoing documents agreed to by the Parish and the Contractor.
- 1.9 **Contractor** - The person, corporation, partnership, or joint venture performing Refuse Collection under contract with the Parish.
- 1.10 **Curbside** - That portion of the right-of-way immediately adjacent to traveled Parish roadways.
- 1.11 **Dead Animals** - Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use, excluding horse's and cows.
- 1.12 **Disposal Site** - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and

requiring such licenses, permits or approvals.

- 1.13 **Garbage** - Any and all accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but by no way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter or Yard Waste.
- 1.14 **Hazardous Waste** - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State laws. Residential solid waste normally contains some hazardous wastes; however, household wastes are exempt from federal and state hazardous waste regulations and may be disposed of with household solid waste.
- 1.15 **Parish** - Parish of St. Charles.
- 1.16 **Producer** - An occupant of a Residential or Commercial Unit who generates refuse.
- 1.17 **Refuse** - This term shall refer to Residential Refuse and Commercial Refuse, Bulky Waste, Construction Debris, Stable Matter, and Yard Waste generated at a Residential or Commercial Unit unless the context otherwise requires.
- 1.18 **Residential Refuse** - All Garbage, Rubbish, Bulky Waste, Construction Debris, Stable Matter and Yard Waste generated by a Producer in a Residential Unit.
- 1.19 **Residential Unit** - A dwelling within the limits of the Parish occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water or domestic light and power service is being supplied thereto.
- 1.20 **Rubbish** - All waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof that has parts having a circumference of less than thirty-six inches (36") at the cut line and cut limbs measuring less than six (6) feet in length, printed matter, paper, pasteboard, rags, straw, used and mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- 1.21 **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 two (2) laborers. Employs a standard collection truck specially fitted with a hydraulic tilt to grab, lift, and tilt standardized collection containers from the rear of the truck. The hydraulic lift is required to dump the containers into the truck and afterwards place the containers back on the ground. The laborers are required to manually retrieve the collection containers and place them to attach to the tilting mechanism. Once the collection container is emptied into the truck, the laborers are then required to place the cart container(s) back in its original position with the lid closed.

- 1.22 **Service Unit** – A Residential or Commercial Unit to which Solid Waste Collection services are provided by the Parish contractor.
- 1.23 **Solid Waste** – Any useless, unwanted or discarded solid material with insufficient liquid content to be free-flowing, that results from domestic, industrial, commercial, agricultural, governmental or community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid waste does not include abandoned or junked vehicles, sewage, sewage treatment residue, earth or material used to fill land in accordance with construction codes, mining residues, slag, and dissolved or suspended solids in industrial wastewater effluents which are not acceptable for disposal in regular sewage treatment systems. Solid waste does not include potential infectious biomedical or hazardous wastes from commercial establishments.
- 1.24 **Stable Matter** - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.25 **Term** – The effective dates of this Contract, measured from the full execution by the parties hereto, until such date of expiration as provided herein.
- 1.26 **Trash** - Things that are no longer useful or wanted and that have been thrown away, placed on the ground next to the container cart.
- 1.27 **White Goods** – Discarded refrigerators, ranges, water heaters, freezers, washers, dryers or any other similar large domestic appliances.
- 1.28 **Yard Waste** – All vegetative matter resulting from landscaping, or routine maintenance including tree and shrubbery leaves and limbs, grass clippings and flowers that have parts having a circumference of less than thirty-six inches (36”) at the cut line and limbs measuring less than six (6) feet in length.

**2.00 SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

**3.00 TYPE OF COLLECTION**

3.1 **Service Provided – General Description**

a) The Contractor shall provide quality curbside Semi-automated collection services of Solid Waste, two (2) times a week, for the collection of unlimited Residential Refuse in all of St. Charles Parish provided such refuse is placed out for collection in Carts, acceptable containers or bags, as defined in this agreement. A residential customer may choose to request additional container CARTS and be billed accordingly for each Cart serviced per month.

The Contractor shall also provide refuse collection for trailer parks if necessary. Each trailer is considered a Residential Unit for the purposes of this contract. If curbside collection for trailer parks is not feasible, the Contractor is obliged

to collect refuse generated from trailer parks by some other acceptable method. The Contractor will state how such service will be provided below (i.e. dumpster service, on-site collection, back yard, etc.)

b) The Contractor shall also provide curbside collection service for the collection of Commercial Refuse not in excess of one cart container per collection day per Commercial Unit for two-times a week service. Commercial Units producing refuse in excess of the above quantities may choose to request additional Cart containers up to a maximum of five and be billed accordingly for each Cart serviced or must secure other means of refuse collection.

c) The Contractor shall be solely responsible for the purchasing, storage, and distribution of all Solid Waste Semi-automated Collection Container Carts for Residential and Commercial Units. Carts shall be a minimum of 96-gallons with attached lid, and made of durable plastic, or equivalent, and approved by the Parish.

d) The Contractor shall provide a container Cart for each Residential Unit and Commercial Unit served by this contract. It is Contractor responsibility to maintain and repair or replace any carts, as necessary. Contractor shall replace Carts free of charge if damaged during collection operations. Customers requesting additional CARTS for regular collection service shall be provided said Carts and be billed monthly for the appropriate number of Carts per billing unit. Stolen Carts will be replaced upon providing a police report to the Contractor, and each Unit shall be entitled to one free replacement of a stolen CART. Additional stolen Carts must be purchased at a cost of \$71.00 each.

e) The Contractor shall stock a sufficient inventory of Carts so that contractor shall repair, replace damaged or missing Carts, or provide requested new deliveries or additional Carts, within seven (7) calendar days of a request by the Parish or a service Unit.

f) The Contractor shall provide the Parish with daily updated feedback of Cart deliveries, repairs, or replacements as the due dates are reached. (see section 4.5 Complaints)

g) The Contractor shall collect any dead animals from public roads or public right-of-ways when encountered or when requested by the public or by the Parish. Collection of dead animals must be accomplished within twenty-four (24) hours of request

h) The Contractor will be responsible for cleaning up any spillage resulting from collection activities. Spillages include hydraulic oil, garbage juice or any liquid released from the service truck or miscellaneous trash items. All of the Contractor's vehicles will be equipped with brooms, shovels, and rakes.

i) In no circumstances shall waste collected in other Parishes be co-mingled with waste collected under this Contract without the written permission of the Parish.

j) Refuse must be collected in front of vacant lots and on the median. For the purpose of this proposal, such refuse is assumed to have been placed out for collection by the resident whose property is closest to such vacant lot or median and thus is not considered as an additional unit in calculating the number of units to be billed. Such refuse does not include refuse generated from the clearance of vacant lots.

k) The contractor shall provide quality "Boom Truck" service for the collection of Bulky Waste on a regularly scheduled weekly basis as a routed service passing each customer a minimum of twice per month. If the contractor fails to collect the bulky waste within fifteen (15) days and is so notified by the resident or the Parish, the contractor shall make such collections within twenty-four (24) hours of notification.

l) The Contractor shall provide quality service/work defined in this Contract, in a manner which is convenient, safe and free of unnecessary nuisance. Contractor shall not trespass unduly on private property; shall not allow its collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to unnecessarily remain standing on roadways, lots, or other areas. All Service/Work shall be performed quietly and in a manner which maximizes efficiency and safety to the public, the Parish, and the contractor.

3.2 **Location of Container Carts, Bags or Trash for Collection** - Each Container Cart or Bags shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Parish Roadways (including alleys) Container Carts, or Bags shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians . When construction work is being performed in the right-of-way, Container Carts or Bags shall be placed as close as practicable to an access point for the collection vehicle. Container Carts shall be replaced by the laborer collectors to the point or origin in an upright position not obstructing driveways, traffic or mailboxes. The Contractor shall provide assistance to any handicapped customer that is not physically able to place the Container Cart at curbside. In areas of the Parish where Container Carts, bags or trash on the ground cannot physically be placed at curbside, due to obstructions or lack of space, etc., the Contractor shall make accommodations to collect the Container Carts, bags or trash piles.

3.3 **General Description** - The work to be done consists of the acceptance and proper delivery of all refuse generated from The Parish, its agent(s), residents of St. Charles Parish and other public agencies domiciled in St. Charles Parish to the designated landfill.

3.4 **Quantities Furnished To Contractors** - The quantities listed on the Proposal sheet and in the instructions to contractors are for the purpose of comparing proposals only. They may be increased or decreased and do not constitute a warranty or guarantee by the Parish as to the actual quantity disposed of.

3.5 **Contractor To Make Examination** - The Contractor shall make his own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment, sites, facilities and materials needed thereon, and the quantity of the work to be performed.

The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue the work without additional compensation, under whatever circumstances which may develop other than as herein provided.

3.6 **Governmental Approvals** - Before the Parish will accept any proposal on the contract, the President's office will be provided with copies of any agreements, permits or approvals from any governmental agencies having jurisdiction over the operation of the Contractor's Business.

The Contractor shall comply with all lawful police, health, sanitary and other regulations imposed by public bodies having jurisdiction during the term of this contract.

#### **4.00 OPERATION**

4.1 **Hours of Operation** - Collection of Refuse shall not start before 5:00 a.m. or continue after 8:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Parish and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances

4.2 **Routes of Collection** - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Parish for their approval, which approval shall not be unreasonably withheld. At the request of the Parish President the Contractor shall publish at its expense at least once during each calendar year, a map of such collection routes in the Official Journal of the St. Charles Parish Council and any other newspapers deemed necessary. The published map shall be of such size to clearly show all pertinent information. The Contractor may from time to time propose to the Parish, for approval, changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the Parish's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Units. Contractors may schedule collections six (6) days per week, provided no regular collections are scheduled on Sundays.

4.3 **Holidays-** The following shall be the holidays for purposes of this Contract:

New Year's Day  
Thanksgiving Day  
Christmas Day  
Days the Landfill is Closed

Contractor may decide to observe up to a maximum of (3) of the above mentioned holidays by suspension of collection service on the holiday selected. Service shall be provided on the next scheduled collection date after the observed holiday at all residential, parish, and commercial units. There shall be no regular scheduled collections established on Sunday. Additionally holidays can be added to this list after the contractor's request is approved by St. Charles Parish. It is also understood that the Contractor shall be allowed to observe Holidays of the Disposal Site Operator.

If the next scheduled collection date following an observed holiday is missed, a penalty shall be assessed, without consideration of waivers, and deducted from the contractor's next invoice payment.

**Penalty** - \$100 per missed unit

The Contractor shall be responsible for publicizing, at its expense, changes in collection schedules due to the observance of holidays. The contractor shall publicize, as a minimum, in the official journal of St. Charles Parish. A minimum ¼ page advertisement approved by the Parish prior to publication and an appropriate notification on the contractor internet web site servicing the affected area the week immediately preceding the holiday to be observed. Additional publicizing can include the purchasing of advertising from other newspaper and direct mailings. Any and all notices must be pre-approved by the Parish prior to publication.

4.4 **Complaints** – The Contractor shall provide an information and complaint intake and resolution system for the purpose of accepting requests/complaint calls directly from service units in St. Charles Parish. This system shall include a telephone line manned by the Contractor during collection hours, including Saturdays, to handle questions regarding waste pick-up schedules, quantities, size limitations, acceptable materials, other services provided, and to register complaints and special waste collection requests. The telephone number, web address, description of services and notification procedures and other information, as pre-approved by the Parish, shall be published at the beginning of the contract in the official Journal of the Parish with a minimum advertisement size of ¼ page. The telephone number shall be listed in the local telephone directory and on the Parish website.



The Contractor may have the capabilities, but not mandated, to access the designated Parish Contract Monitor Call Resolution Tracking Program. The Contractor shall have a read only version for the purpose of tracking and logging complaint calls and follow-up actions. (Contractor must confer with St Charles Parish Contract Monitor at 985-331-8604 in reference to these requirements prior to submittal). The Parish will provide the Contractor with PC, browser, and internet connection requirements. The Contractor must maintain internet access in order to maintain this Contract Monitor Call Resolution Tracking Program.

The Parish shall provide to the Contractor a list of requests/complaints received through the Parish Contract Monitor Call Resolution Tracking Program by 4:00 p.m. each day. The Contractor may obtain this list from the Contract Monitor's Office each day either by telephone, fax, e-mail, and/or personal visit to the Parish.

The Parish Contract Monitor Call Resolution Tracking Program will be used to generate daily, weekly and monthly reports for the purpose of tracking requests and evaluating performance under the terms of the contract. The system will be used for generating comprehensive reports which list all service requests telephoned directly to the Parish from service units in the contracted area. Both the Parish and the Contractor shall have the ability to track all requests/complaints in the Parish Contract Monitor Call Resolution Tracking Program. The Contractor shall submit to the Parish each day either by telephone, fax, e-mail, and/or personal visit to the Parish, resolution feedback as due dates are reached and items are closed out.

All complaints made directly to the Contractor or Parish shall be given prompt and courteous attention. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint within 24 hours after the Contractor's receipt of the complaint from either the service unit or the Parish, unless otherwise indicated in the contract. In the case of alleged missed/skipped scheduled collection, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected. Missed pick-up complaints received before 12:00 p.m. noon of the scheduled day shall be collected by 12:00 p.m. noon the following day.

The Contractor shall provide to the Parish, within twenty-four hours, with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents. All claims must be appropriately handled and completed within seven (7) calendar days of the reported complaint.

The Contractor, without expense to the Parish or the resident, and within twenty-four (24) hours after notice, shall replace personal cans and can lids taken or damaged by collectors, or reimburse the customer the cost of making a replacement. Replacement cans or lids shall be of equal or greater value as the lost or damaged item.

The Contractor shall replace any damaged mailboxes as a result of actions of Contractor's employees or agents. Replacement mailboxes must be of equal or greater value as the damaged mailbox.

Failure to timely resolve any complaint shall be considered a breach of this Contract and for the purpose of computing damages under the provisions of this Section, the Parish may after twenty-four (24) hours written notice, cure such breach, and thereafter deduct such costs to cure said breach from any payment due or to become due to the Contractor.

Local telephone numbers and mobile phone numbers of key personnel shall be available to the Contract Monitor's Office and Parish officials on a 24-hour; 7 days/week basis.

- 4.5 **Collection Equipment** - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, clean appearance and in sanitary condition, acceptable to the Parish, at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All collection vehicles shall be of the closed-container type so as to prevent leakage. All vehicles used for regular collection services shall be solely dedicated for use in this contract.

(a) Prior to the starting date of the Contract, the Contractor shall submit to the Parish: The technical specification data on each truck to be used, including but not limited to cubic yardage, type of truck and weight and a photograph of each truck clearly showing its number. The same above data should be submitted on any truck that may be used as a substitute. A list of such trucks shall be presented along with their normal place of work.

(b) The Contractor shall submit a Substitute Truck Plan, which will set up a system for immediate notification and follow-up documentation when a substitute truck is to be used. This system must be satisfactory to the Parish, and the Parish must approve the system. If the system is not satisfactory to the Parish then the Contractor will modify it until such time it is satisfactory to the Parish.

(c) All regular collection vehicles used in service under this Contract shall be new and shall be at a designated capacity of less than or equal to 29 cubic yards. Exceptions may be requested for boom trucks or similar vehicles for collection of Bulky Waste or Rubbish. The Contractor will use only refuse collection vehicles manufactured not earlier than 2016, and shall provide specification data on each truck as stated in Section 4.6(a). Substitute trucks shall not be greater than a 29 cubic yard capacity.

In the event of equipment breakdown, it shall be repaired promptly. If the equipment cannot be repaired promptly, sufficient equipment shall be obtained to properly operate.

The Contractor shall properly protect equipment and place it in the charge of competent operators at all times.

The trucks to be used in collection shall be marked with numbers that are different for each truck and different from the numbers on the trucks used by the Contractor in adjacent parishes. In no case shall they be the same numbers as the proposed substitute trucks.

The numbers shall be shown clearly on each of the four sides of every truck. Each individual digit of the number shall be at least 12 inches high and 6 inches wide and shall be clearly readable. The numbers shall be painted on the trucks and not plates or other readily removable or exchangeable parts. Each set of truck numbers shall be preceded by the letters "SC" in the same above dimension. Each truck must be equipped with either a two-way radio or a cellular phone to ensure communications with the Company dispatcher.

- 4.6 **Office**- The Contractor shall maintain an office or such other facilities through which he can be contacted by a local telephone number, by residents of all areas of the Parish. The facilities shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. Contractor shall have a Supervisor assigned to St. Charles Parish and available in the Parish during hours of operation to respond to complaints. The Supervisor shall maintain personal contact by regular visits with the designated Parish personnel to handle any and all complaints.

The contractor shall notify the parish in writing and with personal visits to the parish of any supervisory changes assigned to the parish. The parish must be notified of said changes prior to the start day of newly assigned supervisors.

- 4.7 **Hauling** -All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 4.8 **Disposal** - All Refuse collected shall be disposed of by the Contractor at the site designated by the Parish. The current disposal site is the River Birch Landfill, 2000 South Kenner Road, Waggaman, La. Should a new disposal site become available the Parish has the right to re- direct the waste to the new site.
- 4.9 **Notification** - The Contractor shall notify all Producers about collection routes, disposal procedures, complaint procedures, regulations and days for scheduled Refuse collection. Whenever garbage or trash is not picked up, a notice shall be placed at the residence and/or business by the Contractor stating the reason the garbage or trash was not picked up.
- 4.10 **Point of Contact**- All dealings, contacts, etc., between the Contractor and the Parish shall be directed by the Contractor to the Parish President's designated agent and by the Parish to the Contractor's General Manager

**5.00 COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Parish on the subject.

**6.00 EFFECTIVE DATE**

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on May 1, 2022.

**7.00 NONDISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**8.00 INDEMNITY**

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

**9.00 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 required by the Parish and State.

**10.00 TERM**

The Contract shall be for a five (5) year period beginning May 1, 2022, and ending April 30, 2027. Upon written mutual agreement between the Parish Council and the Contractor, this Contract may be extended for an additional five (5) year period.

**11.00 INSURANCE**

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen 's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the Parish and before commencement of work hereunder the Contractor agrees to furnish the Parish certificates of insurance or other evidence satisfactory to the Parish to the Effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

All insurance shall be placed with insurers that are authorized to do business in Louisiana and have a rating of no less than A in the most current edition of the A.M. Best Insurance Report.

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

<b>Coverages</b>	<b>Limits of Liability</b>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Each policy shall name St. Charles Parish as an additional insured and provide a waiver of subrogation in favor of St. Charles Parish. Failure to provide said insurance shall be deemed a material breach of the contract and shall entitle the Parish to immediate termination.

**12.00 BOND**

**12.1 Performance Bond**

(a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of 50% of the annual value of the Contract.

(b) 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.

(c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana with a minimum of an A- or better bond rating in accordance with A.M. Best Rating Classification.

(d) In lieu of a Performance Bond the successful Contractor may provide an Irrevocable Letter of Credit, in a form to be approved by the Parish Attorney, in the amount of 50% of the annual value of the contract.

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

**13.00 BASIS AND METHOD OF PAYMENT**

**13.1 Rates**

(a) For collection services required to be performed pursuant to this Contract, the charges shall not exceed the rates as fixed by the Contract Documents, for the first year of the Contract, and thereafter as adjusted in accordance with paragraph 13.02.

**13.2 Modification to Rates**

(a) Following the award of the contract but preceding contract signing, the Parish and the Contractor shall mutually count and agree on the number of units that will be served under this contract and billed to the Parish. The count shall be based on the unit count prepared by the Department of Waterworks, Garbage Billings. Each year the Contractor will submit to the Parish any change in the number of units served. The Parish may accept this count or request a count performed by both the Parish and the Contractor of the total area.

(b) The fees or compensation payable to the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans-Baton Rouge area, published by the U. S. Department of Labor, Bureau of Labor Statistics. Three (3) months after the start of the second year of the agreement and every year thereafter, the fees of compensation shall be increased or decreased

by a percentage amount equal to the net percentage change in the CPI or five percent (5%), whichever is less. Beginning with the first month of the second year the net change shall be the difference between the said CPI for the last full month preceding the agreement and the last month of the first year. Subsequent years of the Agreement shall be adjusted annually based upon the net change for the preceding twelve (12) month period. These annual adjustments are to be five percent (5%) or the net change for the CPI, whichever is less. Such adjustments must be requested by the Contractor from the Parish.

(c) The Contractor may petition the Parish Council for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances, or regulations or change of landfill location; however, no rate adjustments shall be requested within one (1) year of the effective date of the contract.

(d) The Parish may request and be provided with an audit, performed by an Independent Certified Accountant, acceptable to the Parish, of actual expenses as pertaining to this Contract to validate any request for increase in rates that in the Parish's opinion appears to be unusual, or if the Parish believes it is entitled to a lowered charge by virtue of a reduction in cost; said audit to be at the expense of the Contractor. Such audits shall be furnished to the Parish prior to any additional payment made by the Parish as requested by the Contractor. The Parish must request the audit within thirty (30) days of notification of a petition to increase in rates. The Parish shall not require or request an audit for the CPI adjustments noted in Section 13.02(b).

(e) The Contractor may petition the Parish for additional compensation due to large increases in the amount of waste collected as a result of a hurricane or other disaster.

### **13.3 Parish to Act as Collector**

The Parish shall submit statements to and collect from all Residential and Commercial Units for services provided by the Contractor pursuant to Sections 3.01 (a) and 3.01 (b), including those accounts that are delinquent.

### **13.4 Delinquent and Closed Accounts**

The Contractor shall discontinue Refuse collection service at any Residential Unit as set forth in a written notice sent to it by the Parish. Upon further notification by the Parish, the Contractor shall resume Refuse collection for the next regularly scheduled collection day. The Parish shall indemnify and hold the Contractor harmless for any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Parish.

**13.5 Contractor's Billings to Parish**

The Contractor shall bill the Parish for services rendered within ten (10) days following the end of the month and the Parish shall pay the Contractor on or before the 20th day following 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 be entitled to payment for services rendered irrespective of whether or not the Parish collects from the customer for such service. The Contractor's bill shall have attached a monthly report of all complaints received and their disposition.

**14.00 TRANSFERABILITY OF CONTRACT**

No Assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Parish Council which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

**15.00 OWNERSHIP**

Title to Refuse and Dead Animals shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the customer's premises, whichever last occurs.

**16.00 BREACH OF SERVICE**

As a breach of the service provided by this contract would cause serious and substantial damages to the Parish and its occupants, and the nature of this contract would render it impractical or extremely difficult to fix the actual damage sustained by the Parish by such breach, it is agreed that in case of breach of service the Parish President's office may elect to collect liquidated damages as specified below and not as a penalty, the amount set forth below, such sums being agreed as the amount which the Parish will be damaged by the breach of such service

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the Parish may have as to any subsequent breach of service under this contract:

- A truck beginning residential collection prior to 5:00 a.m. or continuing beyond 8:00 p.m. without approval of the Parish- \$100 .00 per day per truck.
- Less than 20 missed units on a given route - units missed shall be collected by 11am the next day or contractor will be assessed \$75.00 per unit per day.
- More than 20 missed units on a given route - units missed shall be collected before 1 p.m. the next day will be assessed \$100 .00 per unit per day



- Failure to remove Dead Animals within twenty-four (24) hours of notification from either a Service Unit or Parish - \$75.00 per day.
- Repetition of complaint(s) on a specified route or at a location after notification by Parish or the Service Unit, of spilling, crossing planted area, thrown Carts, Carts blocking driveway, Carts in street, not replacing Carts to the same location on the right-of-way from which it originated in an upright position with lid closed, leaving Solid Waste materials in Carts, or similar violations - \$100.00 each unit per day.
- Failure to collect Bulky Waste and/or Construction Debris from a Service Unit within twenty-four (24) hours of a notification from either the Service Unit or the Parish of a missed collection pickup \$100.00 each unit per day.
- Failure to collect White Goods within twenty-four (24) hours of a notification from either the Service Unit or Parish of a missed collection pickup -\$50.00 each unit per day.
- Failure to provide repairs and/or a replacement Cart for a damaged, stolen or otherwise missing Cart, or an additional Cart, or a new Cart for an added unit within seven (7) calendar days from notification by Parish or Service Unit - \$100.00 each unit per day

Contractor shall receive notice of such complaints referred to above; said notice shall be provided by, hand delivery, U. S. Mail, fax or electronic mail.

Such liquidated damages as the Parish President shall elect to collect will be deducted from the monthly payments due the Contractor.

If the Contractor fails to provide the refuse collection services required by this agreement for a period in excess of two (2) consecutive scheduled working days, other than times of civil disturbance or an Act of God beyond anyone's control, the Parish may take the following actions:

- (a) 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.
- (b) Deduct any and all operating expenses incurred by the Parish from any money then due or to become 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.
- (c) If the Contractor is unable, for any cause, to resume performance at the end of three (3) days, all liability of the Parish to the Contractor under this agreement shall cease and the Parish shall be free to negotiate with other Contractors for the operation of said refuse collection services and/or take the actions provided below for bankruptcy, default, breach of contract. Such actions shall not release the Contractor herein of his liability to the Parish for such breach of agreement.

(d) 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 the Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fail in business, this contract may be terminated at the option of the Parish.

(e) 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 his contractual obligations the Parish may at its option terminate the contract ten (10) days after written notification to the Contractor to remedy the violation within said time.

(f) In the event of termination of the contract for breach, insolvency, default or application for bankruptcy as specified above, the Parish shall have the rights to forthwith take possession of all of the Contractor's equipment, facilities and records used in performance of this contract.

(i) The Parish shall have the right to retain possession of said equipment, facilities, and records until other such items can be acquired by the Parish for operation of the system or another Contractor is engaged to perform the service.

(ii) The Parish shall have the right at its option to purchase Contractor's equipment and facilities at the depreciated fair market value thereof.

(iii) The Parish shall pay Contractor the reasonable rental value of such equipment and facilities during the same time that it is used by the Parish should the Parish elect not to purchase. Liability of the Parish to the Contractor during this period shall be that of Bailee for hire, ordinary wear and tear specifically exempt from such liability. Should it become necessary for the Parish to employ an attorney to enforce the provisions of this Contract, the Contractor shall be responsible for the payment of reasonable attorney fees.

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this contract by reason of an Act of God, an act of the Legislature hereinafter passed, or by an act of the Parish Council or by reason of change in the Charter of the Parish or by reason of final order by a court of record in proceedings, not instituted by or acquiesced in by the Contractor, directly or indirectly, and not due to any act or negligence upon the Contractor, the Contractor shall not be liable for damage for consequences arising solely out of such impossibility.

## **17.00 HIRING PREFERENCE**

Contractors are required to give preference in hiring to St. Charles Parish Residents.

**18.00 JURISDICTION & VENUE**

For all claims arising out of or related to this Contract, Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the State of Louisiana and expressly waives any (a) pleas of jurisdiction based upon Contractor's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

**19.00 PERSONNEL REQUIREMENTS**

The Contractor shall provide and train all personnel necessary to adequately perform the work under this Contract. Sufficient backup personnel shall be available to work during periods of vacation, sickness or other absences of personnel. All personnel shall be competent, skilled and qualified in the work to which they are assigned and must hold valid licenses, permits, etc. required by federal, state and local agencies and meet all of the contractor's employee screening programs.

The Contractor shall prohibit drinking or effects of alcoholic beverages or the effects of chemical intoxicating substances by employees while on duty or in the course of performing their duties under this Contract.

The Contractor shall provide services in a manner which is convenient, safe and free of nuisance. The Contractor shall not trespass unduly on private property; shall not allow his collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to remain standing on roadways, lots, or other areas; shall perform collection services neatly and quietly; shall perform services using procedures and equipment in carrying out this Contract which maximizes efficiency and safety to the public, the Parish and the Contractor.

The Contractor's employees shall be courteous at all times and shall work quietly and not use loud or profane language. Horseplay is prohibited.

The Contractor shall make every effort to handle container Carts carefully to avoid damage, return them neatly at the curbside (up-right with lid in-place) to the same residential unit or business unit from which they were collected, and not place container Carts in driveways, roadways or in any location where they become an obstruction.

**SOLID WASTE  
COLLECTION 2021  
PROPOSAL EVALUATION**

**1.0 PROPOSAL EVALUATION PROCESS**

The Parish's Solid Waste Collection RFP Review Team will review all proposals before beginning the evaluation process. The evaluation will be performed by applying a set of criteria and awarding points to each proposal. Award of the contract may be made without discussion after proposals are received, so all proposals should be submitted on the most favorable terms which the offeror can submit, from both price and the other criteria being considered. If the Solid Waste Collection RFP Review Team determines that further discussions are necessary, written submissions, oral discussion, or presentations may be required from selected offerors so that the team can make an effective evaluation.

The maximum points for each proposal evaluated is 100 points. Each proposal shall be evaluated and assigned points based on cost, qualifications, technical capabilities, and financial status.

Summary of Evaluation Criteria Points

Criteria	Maximum Points
Cost of Collection	60.0
Proposer's Qualifications	15.0
Technical Capabilities Total	25.0
Comprehensive Approach	10.0
Equipment Dedication and Maintenance	10.0
Emergency/Post Disaster Waste Collection Plan	5.0
Financial Strength	See Discussion Below
Total Maximum Points	100.00

**2.1 EVALUATION CRITERIA**

**1. Cost of Collection**

Evaluation of cost will be based on the cost per unit per month and the total estimated monthly cost for the services listed in the Price Proposal Exhibit C. St. Charles Parish may select either

A.1 alone or any combination of A.1 plus B.1 and/or B.2 base prices along with the recycling alternate A.2 price (if elected by St. Charles Parish) to perform the evaluation of cost. Scoring will be on a sliding scale from sixty (60) points to zero points with the selected combination of pricing (see above) with the lowest total receiving 60 points. For each 10 cent increase in cost per unit per month, the remaining proposals will have 1 point deducted (or 1/10 point deducted for each one cent increase in price), as shown in the following table.

<b>Proposal</b>	<b>Points</b>
Lowest Proposal Cost	60
Lowest Proposal Plus 10 cents	59
Lowest Proposal Plus 20 cents	58
Lowest Proposal Plus 30 cents	57
Lowest Proposal Plus 50 cents	55
Lowest Proposal Plus 100 cents	50
Lowest Proposal Plus 150 cents	45
Lowest Proposal Plus 200 cents	40

## **2. Proposer's Qualifications**

Qualifications will be evaluated based on experience, servicing customers, and performance on solid waste collection contracts with municipalities of comparable size. Preference will be given to references in Louisiana and the southeastern portion of the United States. The evaluation will be scored on a scale from 15 points to zero points, with fifteen (15) points as the highest score. Following are consideration items and is not an all-inclusive list:

- Total number of households/collection points currently under contract.
- Total number of households/collection points serviced in the last 5 years.
- Total years' experience in municipal waste collection. Preferably 5 years of experience and at least a minimum of 3 years' experience.
- Size of the company – number of personnel by category (management, crews, maintenance, etc.) at the local site. If national, same information by sites within reasonable distances of local office that could be considered support after a disaster.
- Disclosure of any current or past legal litigation and result of such action.
- Experience and dedication of key management personnel who will directly service St Charles Parish personnel managing the contract.

## **3. Technical Capabilities**

The Proposer's technical capabilities will be evaluated based on the contractor's Comprehensive Approach, Equipment Dedication and Maintenance, and the quality of the Emergency/Post Disaster Waste Collection Plan. The evaluation criteria for the Proposer's Technical Capabilities are as follows:

### Comprehensive Approach

The Proposer's approach to implementing and conducting the solid waste collection program, knowledge of local conditions, and systems tailored for the convenience of the local users will be scored on a scale from ten (10) points to zero points, with ten (10) points as highest. The evaluation will focus on overall quality assurance for delivery of service to the residential users, small business, and St. Charles Parish offices and facilities. Following are consideration items and is not an all-inclusive list:

- Incorporation of local conditions such as traditional collection days and routes.
- Historical number of complaints received and average time resolved. Proposers with an established complaint resolution program that reports weekly status to owner will be scored higher.
- Project startup and required time to replace all CARTS if selected by the Parish.
- Approach to implementing curbside recycling if selected by the Parish.
- Employee screening programs.

#### Equipment Dedication and Maintenance

The Proposer is to provide a listing of all equipment that is to be utilized and dedicated for the implementation of the contract. The Proposer's equipment list will be evaluated on a scale from ten (10) to zero points, with ten (10) points as the highest. The list shall include all collection vehicles and back-up vehicles if applicable. All equipment shall be solely dedicated to the use on this contract. Following are consideration items and is not an all-inclusive list:

- Dedicated Equipment listing and age of the equipment. Any equipment not purchased new for this contract report the age of the unit and mileage if it is a vehicle.
- Maintenance program - description of the program, including preventative measures and historical reliability data.
- Response to spills (including truck fluids) within the Parish.
- Response to repairing/replacing damaged CARTS.
- Substitute truck plan.

#### Emergency/Post Disaster Waste Collection Plan

The adequacy, effectiveness and completeness of the Proposer's Emergency/Post Disaster Waste Collection Plan will be scored on a scale from five (5) points to zero points, with five (5) points as the highest. This criterion scores the Proposer's approach to re-establishing service following a storm event or response to other emergency situations.

#### **4. Financial Status**

The Proposer's (or its parent corporation if individual subsidiary or divisions financial statement are not available) financial strength and adequacy to meet the requirements of the Contract will be evaluated by the St. Charles Parish Finance Department. Although no points will be awarded, SCP has the right to either enhance or reduce a proposer's overall score based on this evaluation.

The Proposer shall provide a description of overall corporate structure and a copy of the latest available certified financial statement including net worth, net revenue and assets/liabilities.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

## **SOLID WASTE COLLECTION 2021 SUBMITTAL INSTRUCTIONS**

Each Proposal shall be submitted in a sealed envelope and plainly marked with the name and address of contractor and **“St Charles Parish - Proposal for Solid Waste Collection 2021”**. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another sealed envelope and marked **“Sealed Proposal Enclosed – Solid Waste Collection 2021”**. The Parish may consider irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any irregularities or reject any and all Proposals.

All blank spaces in Forms (in both words and figures for prices) and other requested documents must be completed in ink or typewritten. Contractors must reply on all items listed on Exhibit C Solid Waste Collection 2021\_Contractor Price Proposal.

### **Submittal Document and Scanned Electronic File**

3(three) original and 8(eight) copies of the proposal shall be compiled in the following order, and bound by plastic spiral binding with a clear plastic cover. In addition, Contractor shall also enclose a scanned electronic file in PDF format of the proposal either on a DVD or USB Thumb Drive.

### **Title Page**

With heading *“Proposal, your company, St. Charles Parish – Solid Waste Collection 2021”*. Adding your company logo/icon is acceptable. Also include company address and date of submittal.

### **Exhibit "C" Solid Waste Collection 2021\_Contractor Price Proposal**

### **Exhibit "B" Solid Waste Collection 2021\_Authority to Execute Corporate Resolution or Certificate from Louisiana Secretary of State**

### **Discussion Points of Evaluation Criteria**

Proposer Qualifications Discussion of experience and performance in solid waste collection with municipalities of comparable size, and the experience and how key Contractor personnel will service St Charles Parish. Preference will be given to references in Louisiana and the southeastern portion of the United States. The Parish will contact and interview the contact person for the municipalities listed.

Technical Capabilities Discussion of technical capabilities of contractor’s Comprehensive Approach, Equipment Dedication and Maintenance, and the quality of the Emergency/Post Disaster Waste Collection Plan

Financial Status Discussion of financial strength and ability to meet the financial requirements of the Contract.



**References**

Single Excel spreadsheet listing, for the last 5(five) years, current or past contracts of comparatively sized municipal solid waste collection services. St. Charles Parish prefers contractors with at least 5 years of experience, but will consider those with a minimum of 3(three) years' experience. Information to include: name of municipality, services provided, population, number of households, contact person, mailing address, telephone number, and email address.

**Resume of Key Personnel**

Single page resume of each key personnel who will service St Charles Parish

**Itemized Equipment List Dedicated to the Parish****Emergency/Post Disaster Waste Collection Plan****Certified Financial Statement****Insurance Certificate****Proposal Bond and Power of Attorney****Letter of Corporate Surety and Power of Attorney for Performance Bond Issuance**

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

**EXHIBIT A**

**SOLID WASTE COLLECTION 2021  
CONTRACT AGREEMENT**

THIS CONTRACT, made this day of \_\_\_\_\_, 2021, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and Name \_\_\_\_\_ Address \_\_\_\_\_ doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and In consideration of the payments and agreement hereinafter mentioned.

1. The CONTRACTOR will commence the Collection of Solid Waste for the Parish of St. Charles on \_\_\_\_\_.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Implementation and operation of this Contract as described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.
4. The term "CONTRACT DOCUMENTS" Includes the following Items:
  - a. Exhibit "A" Solid Waste Collection 2021\_Contract Agreement
  - b. Exhibit "B" Solid Waste Collection 2021\_Authority to Execute Corporate Resolution or State Certificate
  - c. Exhibit "C" Solid Waste Collection 2021\_Contractor Price Proposal
  - d. Exhibit G Performance Bond and Power of attorney
  - e. Insurance Certificate
  - f. Exhibit E Non-Collusive Affidavit
  - g. Exhibit H Notice of Award
  - h. Request for Statements of Qualifications and Cost Proposals Solid Waste Collection 2021 Document(RFP Package)
  - i. Copy of Contractor Submittal Package
  - j. ADDENDUM No. \_\_\_\_\_, Dated, \_\_\_\_\_.  
ADDENDUM No. \_\_\_\_\_, Dated, \_\_\_\_\_.  
ADDENDUM NO. \_\_\_\_\_, Dated, \_\_\_\_\_.
5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (6 copies) each of which shall be deemed an original on the date first above written.

ATTEST

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

OWNER: ST. CHARLES PARISH

BY \_\_\_\_\_  
MATTHEW JEWELL  
PARISH PRESIDENT

ATTEST

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT B**

**SOLID WASTE COLLECTION 2021  
AUTHORITY TO EXECUTE  
CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.

**BE IT FURTHER RESOLVED** that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_ a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**SECRETARY**

EXHIBIT C

SOLID WASTE COLLECTION 2021  
CONTRACTOR PRICE PROPOSAL

Proposal of \_\_\_\_\_ (A corporation duly organized under the laws of the State of \_\_\_\_\_).

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection for the Parish of St. Charles, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates (expressed in words and figures) hereinafter set forth. **All cost items shall be entered for both base and alternate:**

**Base Proposal:**

A.1 \$ \_\_\_\_\_ per unit per month for twice weekly semi-automated rear tipped refuse collection services within St. Charles Parish (for approximately 18,678 Residential and Commercial units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month

B.1 \$ \_\_\_\_\_ per unit per month, **additional cost**, added to A.1 to provide all new containers (CART)'s to all existing and new customers, including collection and disposal of all existing CART'S by the Contractor.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month

B.2 \$ \_\_\_\_\_ per unit per month, **additional cost**, added to A.1 to provide once per week boom truck pick up service for Bulky Waste.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month

**Alternate Proposal:**

A.2 \$ \_\_\_\_\_ per unit per month for one time per week curbside recycling collection services within St. Charles Parish. Dollars and Cents per unit per month.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month

Bidder must acknowledge all addendums issued:

Addendum \_\_\_\_\_ Date \_\_\_\_\_  
Addendum \_\_\_\_\_ Date \_\_\_\_\_  
Addendum \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR

PRINCIPAL OFFICE

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

Address \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

Telephone \_\_\_\_\_

## EXHIBIT D

### SOLID WASTE COLLECTION 2021 RECYCLE SPECIFICATIONS

#### DEFINITIONS

**Producer** - An occupant of a Residential or Commercial Unit who generates Refuse or Recyclable materials.

**Collected Recyclables** - Recyclable Materials and Residue collected by Contractor.

**Commodity** - Material that can be sold in a spot or future market for processing and use or reuse. Each commodity shall retain its own identity and be kept separate.

**Processing Facility** - The facility operated by or under contract with Contractor where recyclable materials are stored, processed, and shipped to a firm that recycles the materials.

**Recyclable Materials** - Newspaper, white paper, junk mail, metal food and beverage cans, magazines, catalogs, phone books, corrugated cardboard, plastics, or any other commodity set forth in this Contract.

**Recycling** - The process of extracting useful and reusable materials from refuse and placing those materials in a production process to reuse them to reduce the use of raw or virgin materials.

**Recycling Containers (CART)** - A receptacle, provided by the Contractor, of a cart type with wheels and a lid, with a capacity of approximately 65 gallons. The actual recycling container (CART), including the color and wording and/or logo must be approved by the Parish, prior to use. No contractor logos will be allowed. All CARTS used in this contract shall be new. All CARTS provided under this contract shall become the property of the Parish at the end of the term of this contract, provided that the Parish reserves the right to deny acceptance of any and all CARTS it deems not acceptable for its use. The supplying of, repair and replacement of containers (CARTS) is included in the Proposal price submitted. All repairs, replacement and/or deliveries of CARTS shall be made within seven calendar days. Contractor will be responsible for providing all replacement recycling containers.

Contractor shall provide a recycling container (CART) for each Residential Unit and Commercial Unit served by this contract and shall repair and/or replace any carts, as necessary. Customers requesting additional recycling CARTS for regular collection service shall be provided said CARTS and billed monthly for the appropriate number of units. Stolen CARTS will be replaced upon providing a police report to the Contractor, and each unit shall be entitled to one free replacement of a stolen CART. Additional stolen CARTS must be purchased from the Contractor at their cost.

Contractor shall keep records of the number of replacement curbside recycling containers delivered, the address where each replacement container was delivered, and the date of delivery. These records shall be provided with the monthly invoice to the Parish.

**Residue** - Material not suitable for recycling that is remaining after recyclable Material is processed

for market.

## **SERVICE PROVIDED**

Contractor shall once per week collect, process, and market all recyclables from each participating residential or commercial unit within the territorial limits of St. Charles Parish. The contractor can use any method of collection of the CARTS from manual to fully automated.

The recyclable materials shall include:

- Plastic – PETE, HDPE
- Newsprint - (ONP)
- White paper & junk mail
- Corrugated Cardboard (OCC)
- Magazines, Catalogs, and Phone books
- Steel and Aluminum Cans

The levels, standards, and requirements of service include the following:

Contractor will instruct customers to place their collected recyclables at the curb for collection in the designated recycling container (CART).

Contractor shall not collect materials not designated as Recyclable Materials from the residential or commercial units designated herein in conjunction with the Contract. In the event that material not designated as Recyclable Materials are placed in the curbside recycling container by a customer, Contractor shall leave those items in the curbside recycling container along with a printed notification as to why the items were left.

The Contractor is responsible for developing the Public Awareness Program. However, under this Contract, the Parish will assist the Contractor in Public Awareness Program efforts. The Contractor will provide the Parish with informational, promotional, and educational material developed for the Public Awareness Program which Contractor shall print and distribute to residential units in the recycling service area.

Contractor shall perform these distributions under the direction and to the satisfaction of the Parish.

Contractor shall print and distribute informational, promotional, and educational material to each customer in the recycling service area at the initiation of service. Distributed materials shall be placed in plastic bags or other waterproof materials. Informational material distributed to the residences at the start of the Contract shall include, at a minimum, the start date of service, any changes in route or materials collected, acceptable materials, day of collection, and phone number for complaints and questions.

Contractor shall also print and distribute Public Awareness Program informational, promotional, and educational materials provided by the Parish to each residential or commercial unit not less than two (2) nor more than four (4) additional times during any one year term of the Contract. The Parish will give Contractor two (2) weeks' notice prior of the need for said printing and distribution services. Distributed materials shall be placed in plastic bags or other waterproof containers or may be of waterproof materials.

Contractor shall also print and distribute notices to residents and commercial units who place materials not designated as recyclable materials in their curbside recycling container.

Contractor shall provide support to the Parish in presentations to civic organizations and church groups, business associations, schools, senior citizen groups, and other interest groups as requested by the Parish. Such support may include preparation of presentation materials such as electronic presentations, printed handouts, and participation in the presentation.

### **HOURS OF OPERATION**

Collection of Refuse and/or Recyclables shall not start before 5:00 a.m. or continue after 8:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Parish and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

### **DISPOSAL**

Contractor shall transport the collected recyclables to a Processing Facility which shall be operated by or under contract with Contractor. Contractor or its designated contract processor shall supply all facilities, equipment, labor, and other resources at the facility necessary for the proper storage, processing, and shipment of the collected recyclables. The Processing Facility must at all times meet all requirements of federal, state, and local regulations.

The Parish retains the right to terminate Recycle Services portion on the basis of failure of the Contractor to provide an acceptable Processing Facility.

Contractor shall prepare public information, respond to questions, inform the public, and assist the Parish in preparing Public Awareness Program material.

The Processing Facility shall be equipped with scales for the weighing of all materials entering and leaving the site. Daily weighing of collected recyclables and separate weighing of the paper portion and the container portion of each collection load is required. Scales shall be at least annually calibrated, tested, and certified in accordance with all applicable federal, state, and local regulations.

Contractor shall be responsible for marketing and transporting to market all recyclable materials processed pursuant to this Contract. This includes obtaining market agreements and/or contracts that define the product specifications and the price arrangements for the sale of recyclable materials and arranging for the transportation of recyclable materials to the selected market. Contractor shall retain all revenues generated from the sale of recyclable material processed pursuant to this Contract.

Contractor shall provide the Parish with written certification that all collected recyclables and recyclable material processed under this Contract have been marketed to a firm that recycles materials in such a way as to meet the definition of "Recycling" in the Louisiana Solid Waste Recycling and Reduction Law.

If Contractor has contracted with a processor for processing of collected recyclables and marketing of recyclable material under this Contract, the contract must state that the recyclable material shall be recycled.

The Parish supports and encourages markets wherein the processed materials collected through its program are used to replace corresponding virgin raw materials in the manufacturing process.

In addition to other records specified in these Contract documents, Contractor shall also maintain books and records relating to the performance of recycling collection services under this Contract in accordance with the following minimum requirements:

- Actual number of set-outs collected per day and other associated data relative to participation rates which the Parish may specify.
- The weight of collected recyclables collected on a daily and route basis and other associated data relative to material quantities.
- Resident compliance with recyclable material requirements.
- Container replacement.
- Other data as may be requested by the Parish.
- Except as otherwise required by these Contracts documents, Contractor shall provide this information to the Parish on a monthly basis and included with the invoice to the Parish.

In addition to other records specified in these Contract documents, Contractor must also maintain books and records relating to the performance of recyclable material processing services under this Contract in accordance with the following minimum requirements:

Weight of each load of collected recyclables delivered to the Processing Facility or the collected recyclables composition, shall be applied to the total weight of load(s) delivered pursuant to these Contract documents to determine the weight of each commodity processed.

#### **OWNERSHIP and INDEMNITY**

Title to Recyclable Materials and Residuals shall pass to Contractor when placed in Contractors vehicles. The Contractor will indemnify, save harmless, and exempt the Parish, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, penalties, fines, and attorney's fees incident to any work done in performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; or subcontractors provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omissions of the Parish and its officers, agents, servants and employees.



**BREACH OF SERVICE**

Failure to repair or replace CARTS or Recycling Containers and/or deliver CARTS or Recycling Containers to new customers within seven calendar days - \$50.00 for each violation, per day.

If the Contractor fails to provide the collection services required by this agreement for a period in excess of two (2) consecutive scheduled working days, other than times of civil disturbance or an Act of God beyond anyone's control, the Parish may take the following actions:

If the Contractor is unable, for any cause, to resume performance at the end of three (3) days, all liability of the Parish, concerning Recycle Services, to the Contractor under this agreement shall cease and the Parish shall be free to negotiate with other Contractors for the collections of said Recycle Materials and/or take any other actions necessary to remedy the breach of contract. Such actions shall not release the Contractor herein of his liability to the Parish for such breach of agreement.

All other provisions of the 2021 Contract Documents & Specifications shall remain as first written.

**[THIS SPACE LEFT BLANK INTENTIONAL**

EXHIBIT E

SOLID WASTE COLLECTION 2021  
NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

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

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or, Agent)

\_\_\_\_\_, the Bidder, and that  
(Name of Proposer)  
the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;

(2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;

(3) The Proposal is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;

(6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him 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 him whose services in connection with the contract were in the regular course of their duties for him;

Bidder \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ at \_\_\_\_\_, Louisiana

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

SEAL

EXHIBIT F

SOLID WASTE COLLECTION 2021  
PROPOSAL BOND

St. Charles Parish, LA – Solid Waste Collection 2021

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

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_  
as Principal, and \_\_\_\_\_, as Surety, are held  
and firmly bound unto the \_\_\_\_\_ (Obligee), in the sum of  
\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_) payable in lawful money of the United States, for payment of which  
sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney in fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

St. Charles Parish, LA – Solid Waste Collection 2021 SCP Project No. – P210804

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT (SEAL)

**EXHIBIT G**

**SOLID WASTE COLLECTION 2021  
PERFORMANCE BOND**

\_\_\_\_\_  
\_\_\_\_\_  
as \_\_\_\_\_ Principal, \_\_\_\_\_ and \_\_\_\_\_

a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in solido, unto

\_\_\_\_\_  
in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

payable in lawful money of the United States, in order to secure the full and faithful performance and timely completion of the project described below according to its plans and specifications, including, but not limited to the payment of stipulated damages as specified in the contract, and to this bond do obligate their heirs, successors and assigns. In the case of cosureties, the cosureties assume an obligation in the sum of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

for \_\_\_\_\_  
and \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

for \_\_\_\_\_

The consideration of this bond is such that if the Principal shall perform this contract, made and entered into

on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

to execute Parish Project No. P210804 entitled Solid Waste Collection 2021 Parish of St. Charles, consisting of collection of residential, parish, and commercial solid waste.

according to the stipulations in said contract attached hereto and made a part hereof, at the time and in the manner and form specified; perform all labor and work; and shall furnish all materials as specified in said contract, and the specifications thereto attached and made a part thereof; this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10.

In faith whereof, we have subscribed this obligation at \_\_\_\_\_,  
Louisiana

Witness our hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Witness

\_\_\_\_\_ **Principal**

\_\_\_\_\_ By \_\_\_\_\_ (Seal)

\_\_\_\_\_ Type or Printed Name

\_\_\_\_\_ **Surety**

\_\_\_\_\_ By \_\_\_\_\_ (Seal)

\_\_\_\_\_ Attorney-in-Fact

\_\_\_\_\_ Type or Printed Name

\_\_\_\_\_ **Second Surety**

\_\_\_\_\_ By \_\_\_\_\_ (Seal)

\_\_\_\_\_ Attorney-in-Fact

\_\_\_\_\_ Type or Printed Name



# ST. CHARLES PARISH

PUBLIC WORKS

MATTHEW JEWELL  
PARISH PRESIDENT

MILES BINGHAM  
DIRECTOR

## EXHIBIT H NOTICE OF INTENT TO AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME: **Solid Waste Collection 2021\_**

PROJECT NO: **P210804**

\_\_\_\_\_  
To Whom It May Concern:

You are hereby notified that your Proposal dated , for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

**Deliver all documents to:**

Contract Monitor  
Department of Public Works and Wastewater  
100 River Oaks Dr.  
Destrehan, LA. 70047  
Attn: Chandra Sampey, SCP Project Manager

**Deliver the following documents by \_\_\_\_\_, 2021**

1. Six (6) original Exhibit "A" Solid Waste Collection 2021\_Contract Agreement Forms. **Do not enter date in the first blank line**, it will be dated when the Parish President signs the contract.
2. Six (6) original Exhibit "B" Solid Waste Collection 2021\_Authority to Execute Corporate Resolution or State Certificate Forms.
3. Six (6) original Exhibit G Performance Bond Forms completed, signed, dated, and sealed. **Do not put date in blank on page 1**; it will be dated when the Parish President signs the contract.

Bond Amount is calculated by following formula: Price A.1 \_\_\_\_\_ X 18,678 X 12 X 0.05

4. Six (6) original Power of Attorney for Performance Bond.
5. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder."

6. Six (6) original Exhibit "E" Solid Waste Collection 2021\_Non-Collusive Affidavit.

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Award and to declare the Bid Security forfeited.

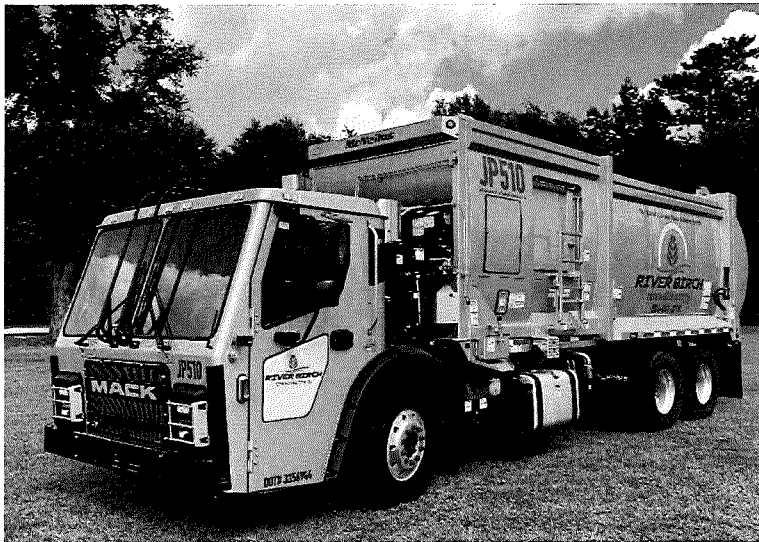
Within ninety (90) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-331-8604, Monday through Friday 8:30 a.m. to 4:00 p.m.

---

Miles B. Bingham  
Director Public Works/Wastewater

“Proposal, River Birch Renewable Energy (RBRE), St Charles Parish- Solid Waste  
Collection 2021”



**River Birch Renewable Energy, LLC**

2000 S Kenner Ave

Avondale LA 70094

Your Locally Owned and Operated

Waste and Debris Partner

November 19, 2021





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13. Addendums



Honorable Matthew Jewell  
Parish President  
St. Charles Parish  
15045 River Road  
Hahnville, LA 70057  
RE: Project P210804

Dear Parish President Jewell,

River Birch Renewable Energy, LLC is grateful and appreciative for the opportunity to submit a proposal to provide service for the Solid Waste needs for St. Charles Parish.

River Birch Renewable Energy (RBRE) is a full service non-hazardous, solid waste and recycling service company, with the Federal Tax ID # 83-4288855, that is committed to providing St. Charles Parish with the highest quality of collection of household garbage as well as recycling and disposal service. We are committed to being the very best Corporate Citizen possible. We pride ourselves on our community involvement and our unwavering commitment to first class dependable service and personalized customer support.

At River Birch Renewable Energy, we take our commitment to service very seriously and realize that without excellent service we cannot succeed. Our management team is very familiar with St. Charles Parish. We currently service neighboring parishes of Lafourche and Jefferson Parish. We take great pride in the fact we have been servicing unincorporated Jefferson Parish on the West Bank for the last year. Our management team has over 100 years combined experience in Waste Collection. This experience clearly gives us the knowledge necessary to accommodate the solid waste service needs of St. Charles Parish Garbage Service.

If we are fortunate enough for St. Charles Parish to select River Birch Renewable Energy as their next Solid Waste Service Provider, I am confident that it will be a decision St. Charles Parish will never regret.

As requested, please see attached Louisiana Secretary of State filing, which gives Albert J. Ward Jr, full authority to submit this proposal and execute the contract on behalf of River Birch Renewable Energy, LLC. Upon review of our proposal, should have any questions, do not hesitate to contact Darin "Gus" Bordelon at (985) 960-0888.

Respectfully submitted,

A handwritten signature in cursive script that reads "Albert J. Ward, Jr." is positioned above the typed name.

Albert J. Ward, Jr

President

River Birch Renewable Energy, LLC



River Birch Renewable Energy, LLC and Coastal Environmental Services of LA., LLC are wholly owned subsidiaries of River Birch, LLC. Our parent company's address is 2000 South Kenner Rd, Avondale, LA 70094.

River Birch Renewable Energy, LLC will begin the operation of servicing St. Charles Parish Garbage out of our main office, which is at 2000 S Kenner Ave. Avondale, LA 70094. The telephone number is (504) 867-2730.



## **Contact Information**

Gus Bordelon, President and CEO

63209 Highway 434

Lacombe LA 70445

[Gus.bordelon@rbre-la.com](mailto:Gus.bordelon@rbre-la.com)

[Gus.bordelon@ces-la.com](mailto:Gus.bordelon@ces-la.com)

985.960.0888 Cell

985.781.3171 Office

985.882.1340 Fax

Luis Lizama, General Manager

2000 S Kenner Ave

Avondale, LA 70094

[Luis.Lizama@rbre-la.com](mailto:Luis.Lizama@rbre-la.com)

504.247.4170 Cell

504.867.2730 Office

Jack Francioni, General Manager

63209 Highway 434

Lacombe LA 70445

[jack.francioni@rbre-la.com](mailto:jack.francioni@rbre-la.com)

[jack.francioni@ces-la.com](mailto:jack.francioni@ces-la.com)

985.630.3562 Cell

985.781.3171 Office

985.882.1340 Fax



## **Proposer Qualifications**

### **Experience**

#### **River Birch Renewable Energy, LLC**

River Birch Renewable Energy Team is made up of Gus Bordelon, Luis Lizama, Jack Francioni, Robby Brewer, Tina Ruffin, Mike Ory, Gina Jones, Niki Cromer, and Mike Ortego. River Birch renewable Energy has over 100+ years combined experience in the Waste Management industry. Our management team has been involved in servicing over 15 municipalities throughout Southeast Louisiana as well as the City of Picayune. All of the contracts with these municipalities are similar in scope requiring garbage collection, bulky waste, recycling and disposal with estimated annual revenues over \$31 million. There were never any major or minor issues with any of these contracts.

#### **River Birch Landfill**

River Birch Landfill ownership and management team is made up of Mr. Albert J Ward, Frederick R. Heebe, Dominick J. Fazzio, and Thomas Nicholson. River Birch Landfill has over 70 combined years in the Landfill business. River Birch Landfill began operations in 1999 and is primarily used for the disposal of residential, commercial, and industrial non-hazardous solid waste. The Landfill occupies 500 acres with 400 permitted as a Type I and II sanitary landfill under the authority of the Department of Environmental Quality. On the same site, the company operates two Class 1 non-hazardous Waste Injection Wells permitted by the Department of Natural Resources.



In 2010 the company became a High BTU facility in order to process the landfill gas into pipeline quality natural gas. This renewable natural gas is sold into the transportation sector, primarily in California. The company also operates a separate Construction and Demolition landfill that occupies 200 acres with 160 acres permitted as a Type III landfill under the authority of the Department of Environmental Quality. River Birch landfill is the largest landfill in Louisiana and the 5<sup>th</sup> largest privately owned landfill in the country by volume. There are currently only 76 High BTU facilities operating through the US and the River Birch landfill is the 4<sup>th</sup> largest in the country by volume.

In 2020, River Birch, through its wholly owned subsidiary, Renewable Energy of Jefferson, LLC (REJ), acquired the contract to operate the Jefferson Parish Sanitary Landfill. Under the terms of the agreement, REJ began operations on 1/1/2021 and will continue operating for the next seven years. The Jefferson Parish Sanitary Landfill is 760 acres which was built in several phases. REJ is currently operating Phase 4A of the landfill but is responsible for the entire landfill. This landfill is the primary disposal site for the Municipal Solid Waste in all unincorporated Jefferson Parish.

MUNICIPAL DISPOSAL CONTRACTS		DATE CONTRACT STARTED	DATE CONTRACT EXPIRES	SERVICES PROVIDED		POPULATION	# OF HOMES SERVICED	CONTACT NAME	MAILING ADDRESS	TELEPHONE NUMBER	EMAIL ADDRESS
River Birch Landfill											
St Charles Parish	1999	6/30/2024									
City of New Orleans	2000	2/8/2025									
Terrebonne Parish	2004	7/31/2022									
Lafourche Parish	2004	12/31/2024									
St Bernard Parish	2007	9/1/2029									
Town of Grand Isle	2008	4/1/2028									
City of Kenner	2008	12/31/2022									
St John Parish	2021	12/31/2030									
MUNICIPAL HAULING CONTRACTS											
River Birch Renewable Energy, LLC											
Lafourche Parish	1/1/2020	12/31/2024		Collection and Disposal of Waste and Debris	97,614	35,197	Pres. Archie Chaisson	402 Green St Thibodaux, La 70301		975-446-8427	chaissonap@lafourche.org
Jefferson Parish (West Bank)	8/1/2020	7/31/2024		Collection and Disposal of Waste and Debris	440,781	55,135	Pres. Cynthia Lee Sheng	1221 Elmwood Park Blvd #1002 Harahan, La 70123		504-736-6400	cleezheng@jeffparish.net
Coastal Environmental Services of LA, LLC											
City of Picayune, MS	9/1/2018	8/31/2022		Collection and Disposal of Waste, Recycling, Debris	10,878	4,250	Mayor Jim Luke	203 Goodyear Picayune, MS 39466		601-798-9770	citymanager@picayune.ms.us
Town of Abita Springs	9/1/2018	6/30/2022		Collection and Disposal of Waste, Recycling, Debris	2,365	1,187	Mayor Dan Curtis	22161 Level Street Abita Springs, La 70420		985-892-0711	dcurtis@abitaspringsla.gov
City of Mandeville	9/1/2018	6/30/2022		Collection and Disposal of Waste, Recycling, Debris	13,192	4,400	Mayor Clay Madden	3101 E Causeway Approach Mandeville, La 70448		985-626-3144	cmadden@cityofmandeville.com
City of Slidell	9/1/2018	6/30/2024		Collection and Disposal of Waste, Recycling, Debris	28,781	9,728	Mayor Greg Croner	2055 Second Street Slidell, La 70460		985-646-4332	gcroner@cityofslidell.org
City of Covington	9/1/2018	7/1/2026		Collection and Disposal of Waste, Recycling, Debris	11,564	4,423	Mayor Mark Johnson	317 N Jefferson Ave, Covington, LA 70433		985-892-1811	mayormark@covla.com
St Tammany Parish Garbage District #1	2/1/2020	1/31/2025		Collection and Disposal of Waste, Recycling, Debris	2,344	2,344	Pres. Mike Cooper	21490 Koop Drive Mandeville, La 70471		985-898-2362	president@stpgov.org



## **Technical Capabilities**

### **Operational Plan**

River Birch Renewable Energy (RBRE) and Coastal Environmental Services of LA., LLC (CES) currently provide multiple collection services on the West Bank of unincorporated Jefferson Parish, the Town of Jean Lafitte, Lafourche Parish, City of Slidell, City of Mandeville, City of Covington, City of Picayune, Town of Abita Springs and St. Tammany Parish Garbage District #1. Both RBRE and CES have provided a high level of service while performing automated refuse collection, bulk, brush and white goods collection. RBRE is confident that this Operational Plan will allow for the continued high service levels that has become standard for all residents within our area. We feel that this comprehensive solid waste collection program will not only meet, but exceed the high expectations of the residents of St. Charles Parish.

### **Residential & Small Commercial Units Garbage**

#### **Automated Collection**

Twice-per-Week Collection with cart:

RBRE will provide curbside collection of containerized solid waste from residential and small business units two times per week. The collection of bulky waste will be twice per month to all residential units within the Parish. Limited collection of tires, up to (4 per unit per week) and white goods (4 per unit per week) will also be provided to each residential unit.

RBRE will provide collection of solid waste from residential and small commercial units utilizing one existing 95-gallon refuse cart twice-per-week. The carts will be maintained and/ or replaced by RBRE as needed.





### **Personnel**

RBRE will operate each route truck with one (1) DOT certified commercial driver. Personnel staffing, whether transferred from within the current staff or new hires recruited from the local area, will be required to meet all applicable DOT requirements including pre-employment physical and drug screens. Random alcohol and drug screens are completed in accordance with DOT requirements and company policy while employed with RBRE. Employment preference will be given to St Charles Parish residents whenever possible.

### **Equipment**

Service will be provided utilizing 6 Automated Side Load (ASL) trucks. These trucks are fitted with an automated hydraulic side arm that picks-up and lifts the cart into the truck then dumps it. RBRE will also utilize 2 traditional REL trucks, 3 BOOM trucks and 1 cart delivery truck to provide the required service in St Charles Parish. This fleet of 12 trucks will be NEW and solely dedicated as specified in the RFP.

RBRE will use the existing routes to train drivers on the new automated trucks. Some of the current routes are in areas that are very similar to areas in St Charles Parish. This allows for a unique opportunity to prepare drivers for a very smooth startup and transition period.

This will allow the operation to perform in a safe and efficient manner and ensure that each route is successful in completing all daily collections by 6:00 pm. RBRE will continually review equipment for new technology and future needs.



### **Bulky Waste Collection**

RBRE will provide Bi-weekly bulky waste collection to all residents, including yard waste. Bulky collection will be performed utilizing 3 boom type trucks. Depending on the type and volume of waste a traditional rear loader may be used. This service will be performed on the residents designated collection day and in coordination with St Charles Parish. Although residents are not required to call for a pick-up, RBRE suggests that residents do so to accommodate efficient removal.

### **Disposal**

All solid waste collected by RBRE shall be hauled to the River Birch Landfill or another site directed by the Parish. RBRE shall not be charged a disposal fee for this material.

### **Route maps for all the above services**

RBRE will submit maps for the routes and will make every effort to maintain as currently designed so there would be no change from the current collection day schedule for all the residents. Sometimes additional routes may be added. Therefore, the time of collection during the day may change.

### **Vehicle Specifications for all services including curbside Recycle collection:**

A list that includes all vehicles that will be used to perform the services detailed in this plan will be submitted before the contract start date. Changes in equipment will be communicated to St Charles Parish.



## Operation Contingency Plan

To meet the anticipated service expectations of St Charles Parish, RBRE has accounted for spare trucks. To prevent service interruptions in the event of a mechanical failure, RBRE has also developed the following response system.

- Upon notification of mechanical failures or breakdowns from route personnel, dispatch will immediately notify a mechanic.
- Mechanic will respond within 30 minutes to diagnose mechanical failure and will contact dispatch if spare units are required.
- In the event a spare unit is required, the operations supervisor will act promptly in delivering vehicle to the route.
- In the event a route has been delayed, all route trucks completed will continue to support delayed route until route is complete.
- The customer service Manager will be notified and will then communicate the status to the concerned customers.

RBRE is committed to avoiding service disruptions and will provide the following actions in the event of street closures or blockage: In the event a street is temporarily blocked, the driver is responsible for reporting the situation immediately to dispatch and will return at the end of the route to service the street. In the event that a street is blocked for any extended period of time, RBRE will work with the Parish's Street department to identify the closest practical access point for collection.

Our goal is to provide a fast and friendly response to all residential customers through a fully integrated communication system.



## Weather Delays

- During inclement weather, the Operations Manager and Supervisors will begin street patrols and route assessments.
- Operations Manager will start communicating to St Charles Parish Contract Monitor that he/she is monitoring the situation and will let the Parish know if routes are delayed.
- If the weather event occurs at the start of the workday the Operations Manager may, at his discretion, delay the routes to allow the weather to pass. The Operations Manager will notify the Contract Monitor immediately and will communicate throughout the day until all routes are completed.
- If for some reason the weather causes a cancellation of routes, the routes will be made up the following day.



## Maintenance and Support Facilities

### Equipment

River Birch Renewable Energy takes pride on the condition of our equipment. Our equipment and its maintenance are a direct reflection of our company as a TEAM. The key to this will be an aggressive wash program and having the very best Preventative Maintenance Program. We will utilize the following criteria for the best overall results that are necessary to providing the highest level of service in the industry:

- Our Preventative Maintenance Program is structured and scheduled by the operating hours of the equipment and is performed by our certified and highly trained maintenance team.
- River Birch Renewable Energy has a state-of-the-art facility in Jefferson Parish, specifically in Avondale, Louisiana
- Our maintenance team will be full time with 2 shifts for repairing trucks during the day and servicing the trucks at night.
- River Birch Renewable Energy will have one (1) full-service truck to handle road calls, as to prevent disruption of service.

In summary, each vehicle is serviced every 125 hours. Our drivers and mechanics check all trucks for leaks and safety defects daily.



## Customer Service

At River Birch Renewable Energy, we understand the importance of Quality Customer Service. It is one of our greatest attributes. We feel this is what separates us from all the other companies in the industry. The customer is always FIRST. We will make the following commitments to St. Charles Parish.

- The customer is our greatest asset. Customers will always be dealt with in a courteous and professional manner.
- A local telephone number, set up specifically for St. Charles Parish, will be available to customers 24 hours a day.
- Service issues received by 2:00 pm will be addressed on the day received. All calls after 2:00 pm will be remedied no later than noon the next day.
- A log of service issues/concerns /questions including the disposition of each will be maintained and a copy provided to the Parish upon request.
- River Birch Renewable Energy pledges to be the very best corporate citizen to St. Charles Parish. RBRE will be involved in community events and organizations. Being involved enhances relationships with the community and other businesses throughout the Parish.
- River Birch Renewable Energy will maintain our fleet of trucks at all times to ensure the efficient, clean and safe delivery of services to St. Charles Parish.
- All employees of River Birch Renewable Energy will be in uniform at all times. After employment our employees will undergo intensive training relative to equipment operation, safety, and customer service.
- Our Management team and Owners will be available to respond to questions or service issues of elected official, and representatives of the Parish.



## Financial Status



November 1, 2021

Parish of St. Charles  
Records Office  
15045 River Road  
Courthouse 3<sup>rd</sup> Floor  
Hahnville, LA 70057

Re: **Proposer:** River Birch Renewable Energy, LLC  
**Proposal Name:** Request for Statement of Qualifications and Cost Proposals Solid Waste Collections 2021  
**RFP#:** P210804

To Whom it May Concern,

This letter is written to demonstrate the proposer's financial stability and to offer independent support for the proposers' abilities to provide the financial resources necessary to provide the scope of services required by the Parish of St. Charles.

Our firm performs the financial statement audit for River Birch, LLC which includes River Birch Renewable Energy, LLC as a wholly owned subsidiary, and I can hereby certify that the consolidated group including the proposer, based on audited financial statements for the calendar year 2020, has a net worth of more than \$50,000,000.

Sincerely,

Kevin M. Neyrey, CPA  
Partner





## References

Ricky J. Templet

Councilman At-Large Div. A

200 Derbigny St Suite 6200

Gretna LA 70063

504.736.6615

Services: Waste, green waste and recyclable collection for 55,000 customers on the Westbank of Jefferson Parish.

Marion F. Edwards

Councilman District 1 Jefferson Parish

200 Derbigny St. 6<sup>th</sup> Floor

Gretna LA 70063

504.364.2607

Services: Waste, green waste and recyclable collection for 55,000 customers on the Westbank of Jefferson Parish.

Deano A. Bonano

Vice-Chairman

Councilman District 2 Jefferson Parish

200 Derbigny St Suite 6300

Gretna LA 70063

504.364.3417

Services: Waste, green waste and recyclable collection for 55,000 customers on the Westbank of Jefferson Parish.

Byron L. Lee

Councilman District 3 Jefferson Parish

200 Derbigny St Suite 6500

Gretna LA 70053

504.364.2603

Services: Waste, green waste and recyclable collection for 55,000 customers on the Westbank of Jefferson Parish.



**RICKY J. TEMPLET**  
COUNCIL CHAIRMAN  
COUNCILMAN AT-LARGE, DIV. A  
JEFFERSON PARISH

**EASTBANK**  
1221 ELMWOOD PARK BLVD. SUITE 1016  
JEFFERSON, LOUISIANA 70123  
OFFICE: (504) 736-6615

**WESTBANK**  
200 DERBIGNY STREET, SUITE 6200  
GRETN, LOUISIANA 70053  
OFFICE: (504) 364-2616

November 3, 2021

To whom it may concern,

I am writing this to show support for River Birch Renewable Energy. They have been a major asset to our Parish in recent times by adding much needed support to our parish solid waste pickup. Our parish went through a period of very poor service where complaints from parish constituents were profuse. Once River Birch Renewable Energy entered the scene, our trash service tremendously improved. This company's staff have been reliable, efficient, and a pleasure to work with. In times when my staff or I have had to contact them with a concern or issue, responses and subsequent solutions are received very quickly. I definitely recommend River Birch Renewable Energy services and feel they are a very capable, dependable, and consistent contractor to work with. Please do not hesitate to reach out to me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Ricky J. Templet", written over a horizontal line.

Ricky J. Templet  
Council-At-Large Division A  
Jefferson Parish



**MARION F. EDWARDS**  
COUNCILMAN DISTRICT 1  
JEFFERSON PARISH

P.O. BOX 9  
GRETNA, LOUISIANA 70054  
PHONE: (504) 364-2607  
FAX: (504) 364-2615

November 2, 2021

To Whom It May Concern:

I am writing this letter on behalf of River Birch Renewable Energy. My staff and I cannot say enough about how this company has greatly improved the solid waste pickup in Jefferson Parish. Prior to their service, the phones in our office were ringing nonstop with constituents calling to complain about the unacceptable service they were receiving concerning their solid waste pickup. When River Birch assumed this responsibility, there was a very noticeable decline in the number of calls and complaints we received. We even had constituents call to say thank you for having their missed waste picked up when it was not their regular scheduled day.

The service my staff received from the Operations Supervisor was superior. Emails sent to him were returned very quickly, and phone calls were answered or returned in a timely manner. If someone called to let us know they were putting bulk waste out we could contact the Operations Supervisor and were assured that this would be picked up on the next scheduled day. If requested, we would get an exact time when the truck was in a specific area to make a pickup.

Because of their excellent quality control, I feel very confident to highly recommend River Birch Renewable Energy to anyone who is looking to improve the solid waste pickup in their area.

Sincerely,

Marion F. Edwards  
Council District 1  
Jefferson Parish



**DEANO A. BONANO**  
COUNCILMAN, DISTRICT 2  
JEFFERSON PARISH

EASTBANK  
1221 ELMWOOD PARK BLVD.  
JEFFERSON, LOUISIANA 70123, SUITE  
1013 OFFICE: (504) 736-6607

WESTBANK  
200 DERGIGNY STREET  
GRETN, LOUISIANA 70053, SUITE 6300  
OFFICE: (504) 364-3417

November 2, 2021

To Whom It May Concern:

I am writing this letter on behalf of River Birch Renewable Energy. My staff and I cannot say enough about how this company has greatly improved the solid waste pickup in Jefferson Parish.

Prior to their service, the phones in our office were ringing nonstop with constituents calling to complain about the unacceptable service they were receiving concerning their solid waste pickup. When River Birch assumed this responsibility there was a very noticeable decline in the number of calls and complaints we received. We even had constituents call to say thank you for having their missed waste picked up when it was not their regular scheduled day.

The service my staff received from the Operations Supervisor was superior. Emails sent to him were returned very quickly, and phone calls were answered or returned in a timely manner. If someone called to let us know they were putting bulk waste out we could contact the Operations Supervisor and were assured that this would be picked up on the next scheduled day. If requested we would get an exact time when the truck was in a specific area to make a pickup.

Because of their excellent quality control, I feel very confident to highly recommend River Birch Renewable Energy to anyone who is looking to improve the solid waste pickup in their area.

Sincerely,

Deano A. Bonano  
Jefferson Parish Councilman  
District 2

**EMAIL: DEANOBONANO@JEFFPARISH.NET**



**BYRON L. LEE**  
COUNCILMAN, DISTRICT 3  
JEFFERSON PARISH

**WESTBANK**

200 DERBIGNY STREET  
GENERAL GOVERNMENT BLDG., SUITE 6500  
GRETNA, LOUISIANA 70053  
OFFICE: (504) 364-2603 FAX: (504) 364-3704

**EASTBANK**

1221 ELMWOOD PARK BLVD  
JOSEPH S. YENNI BLDG., SUITE 1011  
JEFFERSON, LOUISIANA 70123  
OFFICE: (504) 736-6591 FAX: (504) 736-6598

November 3, 2021

St. Charles Parish  
P.O. Box 302  
Hahnville, LA 70057

Dear Sir or Madam:

I am writing to recommend the solid waste services of River Birch Renewable Energy. Their company has greatly improved the solid waste collection in Jefferson Parish.

Our office was receiving numerous calls and complaints from constituents in regards to the unacceptable service with their solid waste collections. River Birch was contracted to assume this responsibility and since there has been a decline in solid waste collection complaints.

The reliability and service of River Birch Renewable Energy's staff has been superior. Prompt attention was given to emails and phone calls made by my staff to them. If requested we were given an exact time when the truck would be in a specific area for pickup.

Because of their excellent quality control, I feel very confident to highly recommend River Birch Renewable Energy to anyone who is looking to improve the solid waste pickup in their area.

Sincerely,

Byron L. Lee  
Councilman District 3, Jefferson Parish

BLL/jmj



## **Resumes**

### **GUS BORDELON**

Gus Bordelon has over 25 years of experience in the Waste Management industry. He has successfully pursued, negotiated, and won numerous Public Solid Waste Contracts throughout Louisiana, mainly in the Southeastern Region of Louisiana. This includes but not limited to the contracts for New Orleans Solid Waste and Street Sweeping, Jefferson Parish Landfill Operation, Jefferson Parish Solid Waste and recycling, City of Gretna, City of Westwego, City of Mandeville, St Charles Parish, St John Parish as well as others in Louisiana and Mississippi. He also worked on landfill development as well as the expansions of new and existing sites. He was part of the implementation of the first recycling project in Jefferson Parish as well as the construction of the first processing plant in the area at BFI.

In 2018 Mr. Bordelon started Coastal Environmental Services of LA., LLC. In 2019 he helped start River Birch Renewable Energy, LLC. He is currently CEO of both companies. Gus oversees all operations, including Customer Service, for Lafourche Parish, West Bank of Jefferson Parish, City of Slidell, City of Mandeville, City of Covington, Town of Abita Springs, all of St Tammany Parish and City of Picayune in Mississippi. He will be the primary contact for St. Charles Parish.

### **ALBERT J. WARD, JR.**

Mr. Ward is the President and one of the owners of River Birch Landfill. He has been involved in the operations of the company since it opened. He is responsible for the overall performance of the collections operations and will assist in the planning and execution of the contract.



**FREDRICK R. HEEBE**

Mr. Heebe is the Vice President and one of the owners of River Birch Landfill. He has been involved in the operations of the Company since it opened. Mr. Heebe is an attorney and will be assisting in the execution and compliance of the contract.

**DOMINICK J. FAZZIO**

Mr. Fazio is the Chief Financial officer of the River Birch Landfill. He has been with the company for over 17 years. Mr. Fazio will oversee the financial aspects of this contract and in addition will oversee the day-to-day accounting operations River Birch Renewable Energy.

**LUIS LIZAMA**

Luis Lizama has over 23 years in the solid waste industry. Mr. Lizama has experience in routing, hiring, and training of drivers and helpers. He is responsible for all daily compliance, productivity of routes, and safety compliance. Mr. Lizama has overseen the start-up of operations in Unincorporated Jefferson Parish Westbank which includes 55,000 homes. He has also previously served as Operations Manager and overseen collection contracts for St Charles Parish, City of Gretna, City of Westwego and the City of Harahan. He will serve as the key day to day manager at River Birch Renewable Energy.

**JACK FRANCONI**

Jack Francioni has over 30 years of management experience in various industries. He is currently the General Manager for Coastal Environmental Service. He also assists the CEO with various operations for River Birch Renewable Energy. Jack was part of the launch of Coastal Environmental Services in 2018. He was also part of the start-up for River Birch Renewable Energy in Lafourche Parish and on the West Bank of unincorporated Jefferson Parish. He was General Manager of Brian Harris Auto Plex in Slidell for 7 years. He was also Director of Sales for Spectrum Business for 5 years. He had 9 teams which consisted of 9 Sales



Managers and 70 Sales Representatives that reported directly to him. These teams were across Alabama, Louisiana, Tennessee, Mississippi, and Texas. Jack has extensive experience in Management, Team Building, Sales, and Customer Service. Jack also served as Chairman for the East St Tammany Chamber of Commerce in 2009.

### **GINA JONES**

Gina Jones is our Controller. She has been with Coastal Environmental Services since September of 2018. She compiles and creates our financial statements. She also handles Human Resources, Accounts Payable, Accounts Receivable, and other business issues. Gina was formerly Supervising Senior Tax Accountant for Carr, Riggs & Ingram where she specialized in Non-Profit and Employee Benefits Plans.

### **ROBERT BREWER**

Robby Brewer has over 14 years in the solid waste industry. Mr. Brewer has experience in routing, logistics, compliance, and auditing. He is responsible for the daily routes, safety, and overall customer satisfaction. Mr. Brewer has been involved from the beginning of operations on the Westbank of unincorporated Jefferson Parish, overseeing the service of 55,000 homes.

### **TINA RUFFIN**

Tina Ruffin has over 8 years in varied leadership positions. Ms. Ruffin is currently instrumental in the Jefferson Parish Westbank collection operation. Her experience in the solid waste industry allows for her input in the on-going training and cross-training of drivers and other employees. Ms. Ruffin has successfully taken on multiple tasks and her leadership has contributed to the continued growth at River Birch Renewable Energy.





### **MIKE ORTEGO**

Mike Ortego is the Regional Director of Maintenance for Coastal Environmental Services of LA, LLC and River Birch Renewable Energy, LLC. He has over 18 years of combined industry experience and truck management, as well as technical staff management. He has ensured equipment for availability for our operations for Coastal Environmental Services, River Birch Renewable Energy in Lafourche Parish and River Birch Renewable Energy in Jefferson Parish. Mike is responsible for the overall maintenance, conditions, and safety of the fleet at all 3 locations.

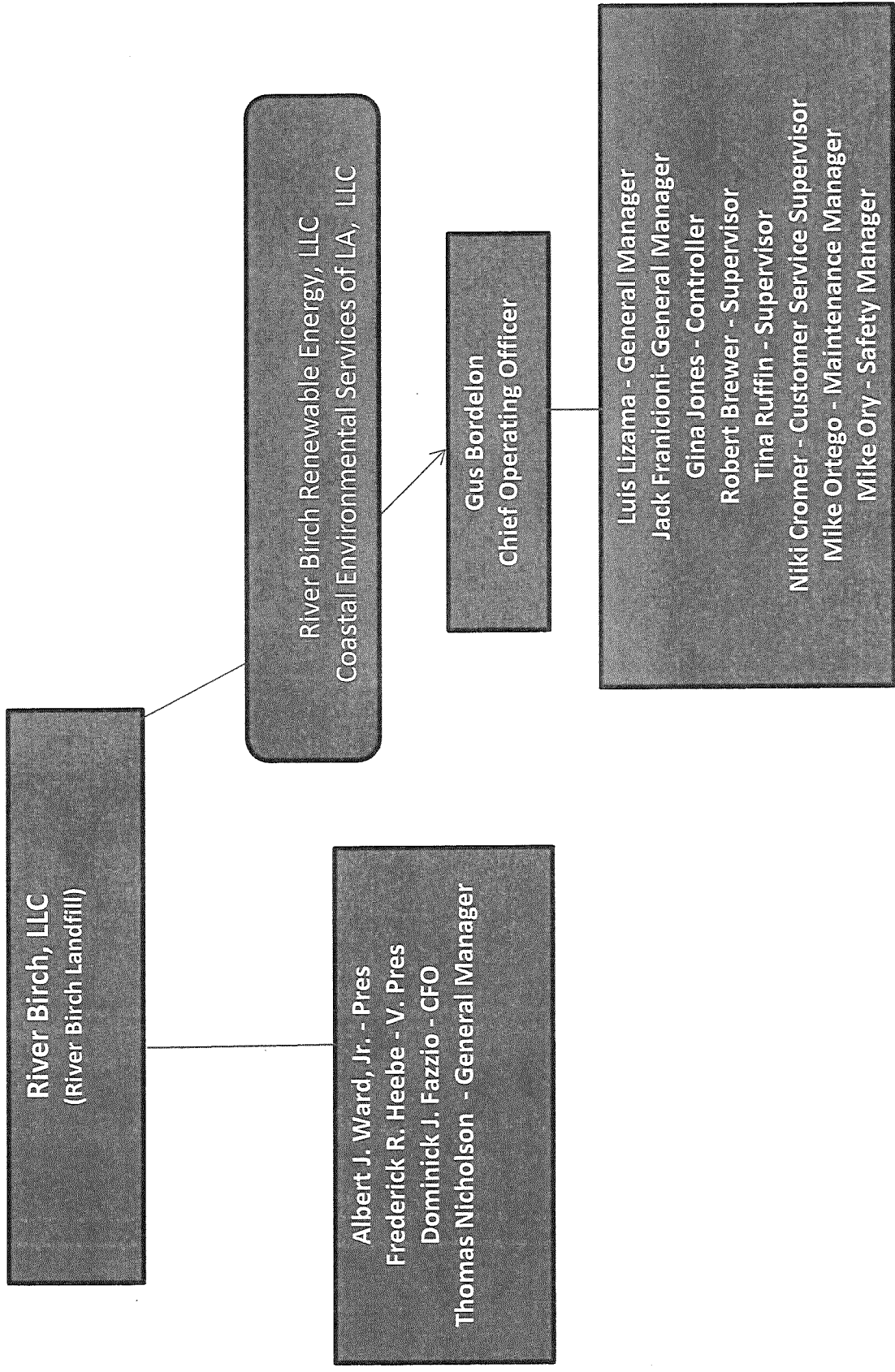
### **MIKE ORY**

Mike Ory is the Regional Safety and HR Manager for Coastal Environmental Services of LA, LLC and River Birch Renewable Energy, LLC. He has 32 years of experience in the Environmental Safety and Health Field. His diverse experience includes work experience in the following fields: Environmental, Petrochemical Industrial Hygiene, Heavy Industrial Construction, Emergency Response and Ship/Barge Cleaning to Gas Free. Mike has extensive experience administering pre-employment, annual health, and drug screening programs for both DOT and non-DOT regulated employees.

### **NIKI CROMER**

Niki Cromer is the Customer Service Supervisor for Coastal Environmental Services of LA, LLC and River Birch Renewable Energy, LLC. Niki has over 17 years of customer service experience as well as 10 years in the solid waste industry. Niki Cromer oversees the Customer Service Department and is the liaison between CES, RBRE and our various municipalities that we service. She will maintain relationships with the contracted municipalities and will continued to maintain a first-class customer service department

**River Birch Organizational Chart  
2021**





## **Itemized Equipment List Dedicated to the Parish**

River Birch Renewable Energy will be providing an all-new fleet of trucks. The fleet includes 6 Automated Side Load (ASL) trucks. These trucks are fitted with an automated hydraulic side arm that picks-up and lifts the cart into the truck then dumps it. RBRE will also utilize 2 traditional REL trucks, 3 BOOM trucks and 1 cart delivery truck to provide the required service in St Charles Parish. This fleet of 12 trucks will be NEW and solely dedicated as specified in the RFP.



## Equipment

Please see the following pages that lists our entire fleet. This is the equipment that we currently utilize to service all customers at River Birch Renewable Energy and Coastal Environmental Services.

# Unit Selected Data

11/16/2021 5:19:18 PM

Coordinated Universal Time

Report Date: 11/1/2021; Period Start Date: 11/1/2021; Period End Date: 11/30/2021

Unit	Spec - Vehicle Make	Spec - Vehicle Model	Mfg Year	Spec - Vehicle Type
101a (Pickup) Lacombe	Ford	550	2014	
102 (Pickup) Lacombe	Ford	550	2014	
103 Darin (Pickup) Lacombe	Ford	F-150	2020	
104 Jack (Pickup) Lacombe	Ford	F-150	2014	
105 Ory (Pickup) Lacombe	Ford	F-150	2020	
106 KRIS (Pickup) Lacombe	Ford	F-150	2014	
107 RUSSO (Pickup) Lacombe	Ford	F-150		
108 JOHNNY (Pickup) Lacombe	Ford	F-150	2014	
201 (Front Loader) Lacombe	Mack	TE64	2018	
202 (Front Loader) Lacombe	Mack	TE64	2021	
203 (Front Loader) Lacombe	Mack	MRU633	2008	
204 (Front Loader) Lacombe	Mack	MRU613	2011	
205 (Front Loader) Lacombe	Mack	057000	2016	
206 (Front Loader) Lacombe	Mack	MRU600	2016	
207 (AFL) Lacombe	Mack	LEU613	2014	
208 (AFL) Lacombe	Mack	LEU613	2014	
209 (AFL) Lacombe	Mack	LEU613	2016	
210 (AFL) Lacombe	Mack	LEU613	2016	
211 (AFL) Lacombe	Mack	LEU613	2016	
212 (AFL) Lacombe	Mack	LEU613	2016	
213 (AFL) Lacombe	Mack	LEU600	2019	
214 (AFL) Lacombe	Mack	LR64	2019	
220 (AFL)	Mack	LR64	2019	

### Unit Selected Data

Report Date: 11/1/2021; Period Start Date: 11/1/2021; Period End Date: 11/30/2021

Lacombe	Mack	LR64	2019	
221 (AFL) Lacombe				
222 (AFL) Lacombe	Mack	LR64	2019	
223 (AFL) Lacombe	Mack	MP7-325M	2019	
224 (AFL) Lacombe	Mack	MP7-325M	2019	
225 (AFL) Lacombe	Mack	MP7-325M	2019	
301 (Rear Loader) Lacombe	Mack	CTP713B	2006	REAR LOADER
302 (Rear Loader) Lacombe	Mack	CTP713B	2007	REAR LOADER
303 (Rear Loader) Lacombe	Mack	CTP213B	2006	REAR LOADER
304 (Rear Loader) Lacombe	Mack	CTP713B	2006	REAR LOADER
305 (Rear Loader) Lacombe	Mack	GR64B	2018	REAR LOADER
306 (Rear Loader) Lacombe	Mack	GR64B	2018	REAR LOADER
307 (Rear Loader) Lacombe	Mack	GR64B	2018	REAR LOADER
308 (Rear Loader) Lacombe	Mack	GR64B	2018	REAR LOADER
309 (Rear Loader) Lacombe	Mack	GR64B	2018	REAR LOADER
310 (Rear Loader) Lacombe	Mack	GR64B	2018	REAR LOADER
311 (Rear Loader) Lacombe	Mack	CTP713	2007	REAR LOADER
312 (Rear Loader) Lacombe	Mack	CTP213	2007	REAR LOADER
314 (Rear Loader) Lacombe	Mack	CT713	2007	REAR LOADER
315 (Rear Loader) Lacombe	Mack	GU713	2010	REAR LOADER
316 (Rear Loader) Lacombe	Mack	CT713	2006	REAR LOADER
317 (Rear Loader) Lacombe	Mack	GU813	2017	REAR LOADER
318 (Rear Loader) Lacombe	Mack	GU713	2012	REAR LOADER
320 (Rear Loader) Lacombe	Mack	GU713	2013	REAR LOADER

### Unit Selected Data

Report Date: 11/1/2021; Period Start Date: 11/1/2021; Period End Date: 11/30/2021

321 (Rear Loader) Lacomb	Mack	GU713	2012	REAR LOADER
322 (Rear Loader) Lacomb	International	7400	2011	REAR LOADER
323 (Rear Loader) Lacomb	Freightliner	M2106	2007	REAR LOADER
324 (Rear Loader) Lacomb	International	7400 SBA 4X2	2019	REAR LOADER
325 (Rear Loader) Lacomb	International	HB607SBA	2019	REAR LOADER
401 (ROLLOFF) Lacomb	Mack	GR64F	2018	
402 (Support Equipment) Lacomb	Kubota	RTV-X1140R-A	2017	UTILITY VEHICLE
404 (ROLLOFF) Lacomb			2007	
501 (Support Equipment) Lacomb	Truck Tractor		2021	
502 (Support Equipment) Lacomb	Truck Tractor		2021	
503 (Support Equipment) Lacomb	Case	580N	2021	OFF ROAD
601 (Trucks) Lacomb	Mack	PINNACLE P164T	2021	MACK
602 (Trucks) Lacomb	Mack	PINNACLE P164T	2021	MACK
603 (Trucks) Lacomb	Mack	PINNACLE P164T	2021	MACK
604 (Trucks) Lacomb	Mack	PINNACLE P164T	2021	MACK
605 (Trucks) Lacomb	Mack	PINNACLE P164T	2021	MACK
700 (KNUCKLEBOOM) Lacomb	International		2019	
701 (KNUCKLEBOOM) Lacomb	International	4300	2018	KNUCKLEBOOM
701137 (Support Equipment) Lacomb			2013	
703 (KNUCKLEBOOM) Lacomb	International	4300	2007	KNUCKLEBOOM
704 (KNUCKLEBOOM) Lacomb	Mack	GU713	2010	

### Unit Selected Data

Report Date: 11/1/2021; Period Start Date: 11/1/2021; Period End Date: 11/30/2021

705 (Pickup) Lacombe	Ford	1650	2007
706 (Pickup) Lacombe	Ford		2012
707 (CD) Lacombe	PETERBILT	337	2015
800 (Trailers) Lacombe	Mack		2021
801 (Trailers) Lacombe	Mack		2021
802 (Trailers) Lacombe	Mack		2021
803 (Trailers) Lacombe	Mack		2021
804 (Trailers) Lacombe		MACK	2021
805 (Trailers) Lacombe	Mack		2021
806 (Trailers) Lacombe	Mack		2021
807 (Trailers) Lacombe	Mack		2021
808 (Trailers) Lacombe	Mack		2021
809 (Trailers) Lacombe	Mack		2021
810 (Trailers) Lacombe	Mack		2021
811 (Trailers) Lacombe	Mack		2021
812 (Trailers) Lacombe	Mack		2021
813 (Trailers) Lacombe	Mack		2021
814 (Trailers) Lacombe	Mack		2021
815 (Trailers) Lacombe	Mack		2021
816 (Trailers) Lacombe	Mack		2021
817 (Trailers) Lacombe	Mack		2021
818 (Trailers) Lacombe	Mack		2021
819 (Trailers) Lacombe	Mack		2021
820 (Trailers) Lacombe	Mack		2021



### Unit Selected Data

Report Date: 11/1/2021; Period Start Date: 11/1/2021; Period End Date: 11/30/2021

821 (Trailers) Lacombe	iMack	2021	
CANS (CANS) Lacombe		2018	
JOHN DEER (Heavy Equipment) Lacombe	John Deere	2021	EXCAVATOR
SERVICE LANE (SERVICE LANE ) Lacombe		2018	
SHOP (SHOP) Lacombe		2018	

### Unit Selected Data

Report Date: 11/1/2021; Period Start Date: 11/1/2021; Period End Date: 11/30/2021

Unit	Spec - Vehicle Make	Spec - Vehicle Model	Mfg Year	Spec - Vehicle Type
106 (Pickup) Lafourche Parish	Ford	F-150	2019	
107 (Pickup) Lafourche Parish	Ford	F-150	2019	
109 (Pickup) Lafourche Parish	Ford	F250	2021	
301a (Rear Loader) Lafourche Parish	International	HV607 SBA	2019	REAR LOADER
302a (Rear Loader) Lafourche Parish	International	HV607 SBA	2019	REAR LOADER
303A (Rear Loader) Lafourche Parish	International	HV607 SBA	2019	REAR LOADER
304A (Rear Loader) Lafourche Parish	International	HV607 SBA	2019	REAR LOADER
305A (Rear Loader) Lafourche Parish	International	HV607 SBA	2019	REAR LOADER
306a (Rear Loader) Lafourche Parish	International	HV607 SBA	2019	REAR LOADER
319 (Rear Loader) Lafourche Parish	Mack	GRANITE	2013	REAR LOADER
400 (KNUCKLEBOOM) Lafourche Parish	Mack	GR64B	2020	
401 (KNUCKLEBOOM) Lafourche Parish	Mack	MP7-395C	2020	
403A (KNUCKLEBOOM) Lafourche Parish	International	HV607 SBA	2020	
404 (KNUCKLEBOOM) Lafourche Parish	Mack	GR64B	2020	
500 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
501 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
502 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
503 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
504 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
505 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
506 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
507 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER

### Unit Selected Data

Report Date: 11/1/2021; Period Start Date: 11/1/2021; Period End Date: 11/30/2021

Unit Description	Manufacturer	Model	Year	Equipment Type
508 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
509 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
521 (Side Loader) Lafourche Parish	Mack	LR64	2019	SIDE LOADER
702 (KNUCKLEBOOM) Lafourche Parish	International	43005BA	2006	KNUCKLEBOOM
SHOPa (SHOP) Lafourche Parish			2020	

### Unit Selected Data

Report Date: 11/1/2021; Period Start Date: 11/1/2021; Period End Date: 11/30/2021

Unit	Spec - Vehicle Make	Spec - Vehicle Model	Mfg Year	Spec - Vehicle Type
101 (Pickup) Jefferson Parish	Dodge	5500	2012	
300a (Rear Loader) Jefferson Parish	Mack	GR64B	2019	REAR LOADER
307B (Rear Loader) Jefferson Parish	Mack	GR64B	2020	
308B (Rear Loader) Jefferson Parish	Mack	MP7	2020	
309a (Rear Loader) Jefferson Parish	Mack	GR64B	2020	
310B (Rear Loader) Jefferson Parish	Mack	MP7-425M	2020	
311a (Rear Loader) Jefferson Parish	Mack	GR64B	2020	
312a (Rear Loader) Jefferson Parish	Mack	MP7	2020	
313a (Rear Loader) Jefferson Parish	International	IMV607 SBA	2020	
402 (ROLLOFF) Jefferson Parish	Mack	GU700	2009	
405 (KNUCKLEBOOM) Jefferson Parish	Freightliner		2020	
406 (KNUCKLEBOOM) Jefferson Parish	Freightliner		2020	
407 (KNUCKLEBOOM) Jefferson Parish	Pal-FINGER		2020	
510 (Side Loader) Jefferson Parish	Mack	LR64	2019	SIDE LOADER
511 (Side Loader) Jefferson Parish	Mack		2019	SIDE LOADER
512 (Side Loader) Jefferson Parish	Mack	LR64	2020	SIDE LOADER
513 (Side Loader) Jefferson Parish	Mack	LR64	2019	SIDE LOADER
514 (Side Loader) Jefferson Parish	Mack	LR64	2020	SIDE LOADER
515 (Side Loader) Jefferson Parish	Mack	LR64	2020	SIDE LOADER
516 (Side Loader) Jefferson Parish	Mack	LR64	2020	SIDE LOADER
517 (Side Loader) Jefferson Parish	Mack	LR64	2019	SIDE LOADER
518 (Side Loader) Jefferson Parish	Mack	LR64	2020	SIDE LOADER
519 (Side Loader) Jefferson Parish	Mack	LR64	2020	SIDE LOADER

### Unit Selected Data

Report Date: 11/1/2021; Period Start Date: 11/1/2021; Period End Date: 11/30/2021

Jefferson Parish	Mack	LR64	2019	2019	2019	2019	2019	2020	2021	2015	2015	2007	2019	2021	2021	2020	2021	2021	
520 (Side Loader) Jefferson Parish	Mack	LR64																	
522 (Front Loader) Jefferson Parish	Mack	LR64																	
523 (Front Loader) Jefferson Parish	Mack	LR64																	
524 (Front Loader) Jefferson Parish	Mack	LR64																	
525 (Front Loader) Jefferson Parish	Mack	LR64																	
600 (Trucks) Jefferson Parish	Mack	MP8-445C																	
700 (CD) Jefferson Parish	HINO	195																	
701 (CD) Jefferson Parish	HINO	195																	
703 (ROLLOFF) Jefferson Parish	STERLING	LT9500																	
704 (Trucks) Jefferson Parish	Mack	GR64B																	
705 (ROLLOFF) Jefferson Parish	Mack	GR64F																	
DEMO (Rear Loader) Jefferson Parish	PETERBILT																		
R001 (Rear Loader) Jefferson Parish	Freightliner	M2106																	
R002 (Rear Loader) Jefferson Parish	Freightliner	M2106																	
R003 (Rear Loader) Jefferson Parish	Freightliner	M2106																	



## **Emergency / Post Disaster Waste Collection Plan**

The effectiveness with any emergency plan relies heavily on an organizations managements experience. River Birch Renewable Energy management team has extensive experience in managing solid waste collection operations through some of the biggest storms of our lifetime such as Katrina, Rita, Isaac, Ivan, Ida as well as the spring flood of 2016.

Our plan addresses necessary provisions for managing, executing and re-entry of our employees, safety, and security of our work force and equipment.

**EMERGENCY MANAGEMENT** - Prior to the event our General Manager will monitor weather information for possible threats to St. Charles Parish. Communication with the Parish emergency team will begin. Our General Manager, or a designated Representative, will then attend meetings with the Parish to communicate our plan.

**STAGING AREAS** - Staging areas are procured far in advance of storms and are secured each year prior to Hurricane season.

**DAMAGE APPRAISAL** - Assessment of St. Charles Parish following a storm will be conducted by our management team and the designated Parish representative.

**LODGING** - Our management team will secure rooms for our employees in areas out of harm's way of any major storm.



FOOD FOR EMPLOYEES - Employees will receive per diems daily to purchase food and supplies. If needed, our team will provide food to our employees through catering of daily meals.

### STORM STAGES

River Birch Renewable Energy has four levels of Storm Alert Preparation.

LEVEL 1 - Tropical storm/Hurricane enters the Gulf of Mexico.

LEVEL 2 - Tropical Storm/ Hurricane Watch is in affect for St. Charles Parish and Area.

LEVEL3 - Tropical Storm/ Hurricane Warning in affect for St. Charles Parish and Area.

LEVEL 4 - Tropical Storm/ Hurricane has passed and Restoration of service begins.

Details of the Four Level of Storm Alert Preparedness are as follows:

LEVEL 1 - Tropical Storm/ Hurricane enters the Gulf of Mexico. River Birch Renewable Energy management team will immediately begin communications with St. Charles Parish and will monitor the situation closely.

LEVEL 2 - Tropical Storm/Hurricane Watch is in affect for St. Charles Parish and Area. An announcement that Tropical Storm/Hurricane conditions poses a threat to St. Charles Parish within 36 hours. Implementation of the Emergency plan is put into effect.



- All River Birch Renewable Energy employees are immediately put on standby and should make provisions for their families, homes, and property.
- Management team is prepared to survey the Parish.
- Plans to feed our employees are initiated.
- Housing for employees is initiated.
- River Birch Renewable Energy team on standby and prepared to execute plan.
- General Manager stays in constant contact with Parish Personnel.
- All media in the St. Charles Parish area will be sent information regarding service interruptions. Constant information updated through social media.

LEVEL 3 - WARNING – A warning indicates that St. Charles Parish and the Area will be affected within 24 hours. River Birch Renewable Energy Team implements Emergency and Communication plan.

NOTE: Tropical Storm/ Hurricane Warning – Tropical Storm conditions include sustained of 39-73 miles per hour. Hurricane conditions include winds of 74 miles per hour or higher.

- Employees continue to be on standby and prepared to respond immediately.
- Management on standby to assess the damaged area.
- Public Service Announcements continue.

Note: When conditions are such that responding would endanger the safety and well-being of our employees. River Birch Renewable Energy employees will retire to safe quarters and wait for storms to pass.





LEVEL 4 – Tropical Storm/ Hurricane restoration in full affect. Following Storm Emergency communication and staffing remain in effect until service is restored and back to normal collection schedule. Our Team will communicate with the Parish and the Parish representative and pledge to work hand in hand to ensure and a smooth restoration process.



## **Proposal Bond and Power of Attorney**

Will be provided upon awarding of Bid

# **REQUEST FOR STATEMENTS OF QUALIFICATIONS**

## **AND COST PROPOSALS**

**SOLID WASTE COLLECTION 2021**

**P210804**

**Addendum No. 1**



**September 15, 2021**

**St. Charles Parish Emergency Operations Center**

**15026 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 1**  
**TO THE REQUEST FOR REQUEST FOR PROPOSALS**  
**OF**  
**SOLID WASTE COLLECTION 2021**  
**FOR**  
**ST. CHARLES PARISH**  
**September 15, 2021**

**GENERAL:**

Due to damages sustained by St. Charles Parish as a result of Hurricane Ida, the following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications and plans in conflict therewith:

**REVISIONS TO DATES, TIMES and ATTENDANCE:**

1. The date, time and place of the Pre-Proposal Conference has been changed to Thursday, October 7, 2021 at 10:00 A.M. at the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, 100 River Oaks Drive in Destrehan La. 70047.
2. The date, time and place of the acceptance of Sealed Proposals has been changed to Friday, November 5, 2021 at 10:00 A.M. at the St. Charles Parish Emergency Operations Center, 15026 River Road, Hahnville, La. 70057.
3. Attendance at the Pre-Proposal meeting will be MANDATORY

# **REQUEST FOR STATEMENTS OF QUALIFICATIONS**

## **AND COST PROPOSALS**

**SOLID WASTE COLLECTION 2021**

**P210804**

**Addendum No. 2**



**October 4, 2021**

**St. Charles Parish Emergency Operations Center**

**15026 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 2**  
**TO THE REQUEST FOR REQUEST FOR PROPOSALS**  
**OF**  
**SOLID WASTE COLLECTION 2021**  
**FOR**  
**ST. CHARLES PARISH**  
**October 4, 2021**

**GENERAL:**

Due to damages sustained by St. Charles Parish as a result of Hurricane Ida, the following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications and plans in conflict therewith:

**REVISIONS TO DATES, TIMES and ATTENDANCE:**

1. The date, time and place of the Pre-Proposal Conference has been changed to Thursday, October 28, 2021 at 10:00 A.M. at the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, 100 River Oaks Drive in Destrehan La. 70047.
2. The date, time and place of the acceptance of Sealed Proposals has been changed to Friday, November 19, 2021 at 10:00 A.M. at the St. Charles Parish Emergency Operations Center, 15026 River Road, Hahnville, La. 70057.
3. Attendance at the Pre-Proposal meeting will be MANDATORY

# **REQUEST FOR STATEMENTS OF QUALIFICATIONS**

## **AND COST PROPOSALS**

**SOLID WASTE COLLECTION 2021**

**P210804**

**Addendum No. 3**



**October 20, 2021**

**St. Charles Parish Emergency Operations Center**

**15026 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 3**  
**TO THE REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**AND COST PROPOSALS**  
**FOR**  
**SOLID WASTE COLLECTION 2021**  
**P210804**  
**ST. CHARLES PARISH**  
**October 20, 2021**

**GENERAL:**

The following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications, plans and previous Addenda in conflict therewith:

**Q #1:** Please clarify whether the trucks are required to be new or not? The Request specifically says new trucks in the proposal then allows for vehicles as old as 2016.

**A #1:** Delete Section 4.5 **Collection Equipment**, Paragraph (c) and replace with the following:

**4.5 Collection Equipment**

- (c) All regular collection vehicles used in service under this Contract shall be new and shall be at a designated capacity of less than or equal to 29 cubic yards. Exceptions may be requested for boom trucks or similar vehicles for collection of Bulky Waste or Rubbish. The Contractor will use only refuse collection vehicles manufactured not earlier than 2021 and shall provide specification data on each truck as stated in Section 4 .6(a). Substitute trucks shall not be greater than a 29 cubic yard capacity.



**Q #2:** The current Request for Statements of Qualifications and Cost Proposals for Solid Waste Collection 2021 (P210804) only allows for semi-automated garbage trucks. Will St. Charles Parish consider broadening the request to allow for proposals employing fully-automated garbage trucks, semi-automated trucks, or a combination of the two?

**A #2:** The Parish will allow proposals with fully-automated garbage trucks or a combination of Semi-automated and Fully-automated garbage trucks as specified below:

Under Section 1.00 **Definitions**, add Item 1.29 as follows:

1.29 **Fully Automated Solid Waste Collection** - Curbside collection of Solid Waste from residential and small business units requiring one (1) truck driver. Employs an automated side load truck fitted with a mechanical arm, controlled by the driver, to grab, lift, and tilt standardized collection containers from the side of the truck. The lift is required to dump the containers into the truck and afterwards place the containers back on the ground.

Under Section 3.1 **Service Provided- General Description**, delete Paragraphs (a) and (c) and replace with the following:

- (a) The Contractor may provide quality curbside Semi-automated, Fully-automated, or a combination of Semi-automated and Fully-automated collection services of Solid Waste, two (2) times a week, for the collection of unlimited Residential Refuse in all of St. Charles Parish provided such refuse is placed out for collection in Carts, in the case of Fully-automated collection services, or in Carts, acceptable containers or bags, as defined in this agreement, in the case of Semi-automated collection services. A residential customer may choose to request additional container CARTS and be billed accordingly for each Cart serviced per month.
  
- (c) The Contractor shall be solely responsible for the purchasing, storage, and distribution of all Solid Waste Semi-automated or Fully-Automated Collection Container Carts for Residential and Commercial Units. Carts shall be a minimum of 96-gallons with attached lid, and made of durable plastic, or equivalent, and approved by the Parish.

Under Section 3.2 **Location of Container Carts, Bags, or Trash for Collection**, delete the current paragraph and replace with Paragraphs (a) and (b) as follows:

- (a) In the case of Semi-automated collection services, Each Container Cart or Bags shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Parish Roadways (including alleys). Container Carts, or Bags shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Container Carts or Bags shall be placed as close as practicable to an access point for the collection vehicle. Container Carts shall be replaced by the laborer collectors to the point or origin in an upright position not obstructing driveways, traffic, or mailboxes. The Contractor shall provide assistance to any handicapped customer that is not physically able to place the Container Cart at curbside. In areas of the Parish where Container Carts, bags or trash on the ground cannot physically be placed at curbside, due to obstructions or lack of space, etc., the Contractor shall make accommodations to collect the Container Carts, bags, or trash piles.
- (b) In the case of Fully-automated collection services. All garbage must be deposited in a Container Cart placed at curbside for collection. Curbside refers to that portion of right- of-way adjacent to paved or traveled Parish Roadways (including alleys). Container Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way. Container Carts shall be placed as close as practicable to an access point for the collection vehicle. Container Carts shall be replaced by the truck at point of origin in an upright position not obstructing driveways, traffic, or mailboxes. The Contractor shall provide assistance to any handicapped customer that is not physically able to place the Container Cart at curbside. In areas of the Parish where Container Carts cannot physically be placed at curbside, due to obstructions or lack of space, etc., the Contractor shall make accommodations. In the event of Fully- automated collection services all ground trash, bags, rubbish, white goods, and yard waste must be collected at a minimum of once a week.

**In order for the Parish to consider proposals with Semi-Automated, Fully-Automated, or a combination of Semi-Automated and Fully-Automated, the Original Exhibit C, Solid Waste Collection, Contractor Price Proposal, the Original Proposal Form shall be deleted, and the attached Proposal Form shall be used.**

**END ADDENDUM NO. 3**

EXHIBIT C

SOLID WASTE COLLECTION 2021  
CONTRACTOR PRICE PROPOSAL

Proposal of \_\_\_\_\_ (A corporation duly organized under the laws of the State of \_\_\_\_\_).

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection for the Parish of St. Charles, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates (expressed in words and figures) hereinafter set forth. **All cost items shall be entered for both base and alternate:**

**Base Proposal:**

A.1 \$ \_\_\_\_\_ per unit per month for twice weekly semi-automated rear tipped refuse collection services within St. Charles Parish (for approximately 18,678 Residential and Commercial units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month

B.1 \$ \_\_\_\_\_ per unit per month, **additional cost**, added to A.1 to provide all new containers (CART)'s to all existing and new customers, including collection and disposal of all existing CART'S by the Contractor.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month

B.2 \$ \_\_\_\_\_ per unit per month, **additional cost**, added to A.1 to provide once per week boom truck pick up service for Bulky Waste.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month

**Alternate Proposal:**

A.2 \$ \_\_\_\_\_ per unit per month for one time per week curbside recycling collection services within St. Charles Parish. Dollars and Cents per unit per month.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month

A.3 \$ \_\_\_\_\_ per unit per month for twice weekly fully-automated refuse collection services Within St. Charles Parish (for approximately 18,678 Residential and Commercial units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

A.4. \$ \_\_\_\_\_ per unit per month for twice weekly fully automated and/or semi-automated Refuse collection within St. Charles Parish (for approximately 18,678 residential and Commercial Units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

Bidder must acknowledge all addendums issued:

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR

PRINCIPAL OFFICE

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

Address \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

Telephone \_\_\_\_\_

# **REQUEST FOR STATEMENTS OF QUALIFICATIONS**

## **AND COST PROPOSALS**

**SOLID WASTE COLLECTION 2021**

**P210804**

**Addendum No. 4**



**November 5, 2021**

**St. Charles Parish Emergency Operations Center**

**15026 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 4**  
**TO THE REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**AND COST PROPOSALS**  
**FOR**  
**SOLID WASTE COLLECTION 2021**  
**P210804**  
**ST. CHARLES PARISH**  
**November 5, 2021**

**GENERAL:**

The following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications, plans and previous Addenda in conflict therewith:

**Reminder that bid packages will be accepted up until Friday, November 19<sup>th</sup>, 2021, at 10 AM sharp at the St. Charles Parish Emergency Operations Center located at 15026 River Road, Hahnville, Louisiana 70057. No bid packages will be accepted after this time.**

**In order to complete a bid for Fully Automated service, please be aware that the Contractor should investigate any and all areas of the Parish to ensure the vehicles being provided in the bid will be able to perform the responsibilities outlined in the Contract.**

**Q #1:** Would the Parish consider trucks as old as 2019?

**A #1:** The Parish will only accept trucks as old as 2020.

**Q #2:** If the Parish decides upon using fully automated solid waste collection, does the Contractor still have to pick up outside the carts?

**A #2:** Yes, St. Charles Parish requires a take all contract. The Contractor should determine if the driver will pick up the excess refuse or employ tracer trucks to pick up outside of the bin on the same days as garbage pickup, two days a week. See Changes to General Specifications below.

**Q #3:** Is the Contractor required to pick up garbage from different type of carts such as Home Depot carts, etc.?

**A #3:** Refer to Section 1.00 Definitions for the definition of Container Cart.

**Q #4:** Is recycling mandatory for the Parish and residents?

**A #4:** No, it is not mandatory.

**Q #5:** Can there be one company selected for trash pickup and one company selected for recycling?

**A #5:** Different Contractors can be selected for trash pickup and recycling.

**Q #6:** What is the current level of services being provided?

**A #6:** Under normal circumstances the Parish received excellent service with minimal complaints and requests. The residents of St. Charles Parish were serviced twice weekly for refuse pickup and twice monthly for bulky boom service.

**Q #7:** What is the current rate per unit per month?

**A #7:** \$13.44 per month per unit.

**Q #8:** Who pays the disposal and/or tipping fees to River Birch Landfill or whatever other landfill may be available and contractor is directed to?

**A #8:** The Parish pays the tipping fees.

**Q #9:** On page 9 and 14, the estimate is for units to be services is 18,678 – is this the number that are currently being billed for services? If not, what is that number?

**A #9:** Yes, this is the current billing number.

**Q #10:** On page 9 and 14, the estimate for general refuse tons is 57,000 per year – can you please verify this number?

**A #10:** This number is an accurate estimate.

**Q #11:** On page 12 in 1.7, it states that the carts used in the current contract shall be acceptable for use under this contract – does that mean they are owned by the Parish and whichever contractor is awarded the contract can use the current carts?

**A #11:** Refer to Section 1.00 Definitions for the definition of Container Cart.

**Q #12:** On page 13 in 1.20, the definition of rubbish states trees with a circumference of less than 36 inches, will the Parish consider reducing that size?

**A #12:** No.

**Q #13:** On page 13 in 1.21, it states the requirement of semi-automated with one driver and two laborers – would the Parish accept a proposal with a combination of semi-auto AND auto collection plan? If so, would the Parish allow changing the requirement of two laborers?

**A #13:** Yes the Parish will accept a combination proposal.  
No, rear loaders will require two laborers.

**Q #14:** On page 14 in 3.1, in the last paragraph it mentions that contractor will service specific trailer parks – what is the current number of trailer parks being services on the current contract?

**A #14:** Two large trailer parks with approximately 100 trailers and 4 small trailer parks with less than 10 trailers.

**Q #15:** On page 15 in b, regarding commercial units with up to five carts – how many commercial units are currently being services on the current contract? What is the total of those carts?

**A #15:** Out of the 18,678 units, 373 commercial units servicing 792 carts. Per Waterworks billing system.

**Q #16:** On page 15 in d, the units are to be billed per cart per unit, is there a maximum number of carts allowed by the Parish per unit? What is the number of carts currently being billed for?

**A #16:** There is no maximum number of carts allowed by the Parish for residential units. There are currently 18,678 of carts being billed for.



**Q #17:** On page 16 in k, it says boom truck service is to be a minimum of twice per month and on page 38 B.2 it calls for boom truck service once a week – please clarify which is the required service level, once a week or twice a month?

**A #17:** Revised Exhibit C to include Bulky Waste in Items B.1 and A.2. Item A.3 is an additional cost estimate for picking up Bulky Waste weekly rather than twice a month.

**Q #18:** On page 16 in 3.2, regarding handicapped customers not physically able to place the container – how many units currently receive this service?

**A #18:** Currently, there are 245 residential handicap services throughout the parish.

**Q #19:** On page 16 in 3.2, regarding those units where carts, bags or trash cannot be placed on the ground at curbside & the contractor is required to make accommodations – does this exist in the Parish? If so, how many are there?

**A #19:** The Parish is not aware of any such situations throughout the parish.

**Q #20:** On page 19 3<sup>rd</sup> paragraph from bottom, it states missed pick up complaints received before 12:00 pm noon of the scheduled day....please clarify if it is the Parish's intent or requirement that all routes be completed before 12:00 pm noon every service day? If not, please clarify how it can be a valid complaint if the service day is not over at 12:00 pm noon.

**A #20:** No, it is not the Parish's intent or requirement that all routes be completed before 12:00 pm noon every service day. The statement is there to state that complaints of missed collection shall be addressed within 24 hours of receiving.

**Q #21:** On page 21 in 4.8, if directed to a new disposal site by the Parish, will the Parish allow the contract to request re-imbursement for additional travel costs?

**A #21:** No.

**Q #22:** On page 24 in 13.00(b), regarding the CPI applicable to the New Orleans-Baton Rouge area, will the Parish allow this to be the CPI for all urban consumers: water and sewer and trash collection services in US City averages?

**A #22:** No, only the CPI applicable to the New Orleans-Baton Rouge area will be acceptable.

**Q #23:** On page 25 top paragraph, would the Parish allow the following to be added in the next to last sentence – directly after...whichever is less ‘and not falling below the base rate at the time of contract signing’?

**A #23:** Yes, see Changes to General Specifications below.

**Q #24:** On page 27 4<sup>th</sup> bullet point, regarding white goods – does this contract require the collection of white goods?

**A #24:** White goods has been added to the definition of refuse. See Changes to General Specifications below.

**Q #25:** On page 38, will the Parish accept alternate proposals with differing suggestions to achieve the same service level goals?

**A #25:** No, the Parish will not accept alternative proposals.

**Q #26:** Is the Parish currently providing recycling collection? If so, at what level (curbside, collection point, etc...)?

**A #26:** No, the Parish is not currently providing recycling collection.

**Q #27:** Will recycling be mandated by the Parish or will it be voluntary?

**A #27:** Were the Parish to accept a recycle proposal, there would be a mandated charge to the residents on the water billing system.

**Q #28:** What is the current number of recycling carts that are being utilized?

**A #28:** The Parish is not currently providing recycling collection.

**Q #29:** Who pays for the processing fees and/or disposal (for contaminated) recycling loads?

**A #29:** The Parish is not currently providing recycling collection. However, if the Parish begins collection, then the awarded contractor would pay the processing and/or disposal fees.

**Q #30:** On page 42 2<sup>nd</sup> to last paragraph, the breakdown of each commodity is typically not able to be provided with single stream collection, will the Parish remove that paragraph?

**A #30:** Exhibit D – Solid Waste Collection 2021 – Recycle Specifications, the last two paragraphs under **DISPOSAL** have been deleted.

**Q #31:** When is the last day to submit questions for this bid package?

**A #31:** Questions shall be submitted to the Parish no later than Friday, November 12<sup>th</sup>, 2021, at 4:00 PM Central Standard Time. Any questions submitted after that time will not be answered.

**Q #32:** Would an extension from the due date of November 19<sup>th</sup> be possible?

**A #32:** Due to the council timeline there is no time available for an extension.

### **CHANGES TO GENERAL SPECIFICATIONS**

Under Section 1.00 **Definitions**, Item 1.17 **Refuse**, delete the definition in its entirety and replace with the following:

1.17 **Refuse** – This term shall refer to Residential Refuse and Commercial Refuse, Bulky Waste, Construction Debris, Stable Matter, White Goods, and Yard Waste generated at a Residential or Commercial Unit unless the context otherwise requires.

Under Section 3.2, **Location of Container Carts, Bags, or Trash for Collection**, delete paragraph (b) (as previously added in Addendum No.3) and replace with the following:

- (b) In the case of Fully-automated collection services. All garbage must be deposited in a Container Cart placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Parish Roadways (including alleys). Container Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way Container Carts shall be placed as close as practicable to an access point for the collection vehicle. Container Carts shall be replaced by the track at point or origin in an upright position not obstructing driveways, traffic, or mailboxes. The Contractor shall provide assistance to any handicapped customer that is not physically able to place the Container Cart at curbside. In areas of the Parish where Container Carts cannot physically be placed at curbside, due to obstructions or lack of space, etc., the Contractor shall make accommodations. In the event of Fully-automated collection services all ground trash, bags, rubbish, white goods, and yard waste must be collected at a minimum of twice a week as this is a take all contract.

Under Section 13.2 **Modification of Rates**, paragraph (b), delete the second to last sentence and replace with the following:

- (b) The fees or compensation...twelve (12) month period. These annual adjustments are to be five percent (5%) or the net change for the CPI, whichever is less, and not falling below the base rate at the time of contract signing. Such adjustments must be requested by the Contractor from the Parish.

### **CHANGES TO CONTRACT EXHIBITS**

Delete Exhibit C in its entirety and replace with the attached.

### **APPENDICES**

APPENDIX A – Exhibit C

APPENDIX B – Sign In & Sign Out Sheets from Pre-Proposal Meeting

**END OF ADDENDUM NO. 4**

EXHIBIT C

SOLID WASTE COLLECTION 2021  
CONTRACTOR PRICE PROPOSAL

Proposal of \_\_\_\_\_ (A corporation duly organized under the laws of the State of \_\_\_\_\_).

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection for the Parish of St. Charles, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates (expressed in words and figures) hereinafter set forth. **All cost items shall be entered for both base and alternate:**

**Base Proposal:**

B.1 \$ \_\_\_\_\_ per unit per month for twice weekly semi-automated rear tipped refuse collection services and Bulky Waste pickup twice monthly within St. Charles Parish (for approximately 18,678 Residential and Commercial units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

B.2 \$ \_\_\_\_\_ per unit per month, **additional cost**, added to B.1 to provide all new containers (CART)'s to all existing and new customers, including collection and disposal of all existing CART'S by the Contractor.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

B.3 \$ \_\_\_\_\_ per unit per month, **additional cost**, added to B.1 to provide once per week boom truck pick up service for Bulky Waste.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

**Alternate Proposal:**

A.1 \$ \_\_\_\_\_ per unit per month for one time per week curbside recycling collection services within St. Charles Parish. Dollars and Cents per unit per month.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

A.2 \$ \_\_\_\_\_ per unit per month for twice weekly fully-automated refuse collection services And Bulky Waste pickup twice monthly within St. Charles Parish (for approximately 18,678 Residential and Commercial units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

A.3 \$ \_\_\_\_\_ per unit per month for twice weekly fully automated and/or semi-automated Refuse collection and bulky waste pickup twice monthly within St. Charles Parish (for approximately 18,678 residential and Commercial Units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

Bidder must acknowledge all addendums issued:

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR

PRINCIPAL OFFICE

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

Address \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

Telephone \_\_\_\_\_

# **REQUEST FOR STATEMENTS OF QUALIFICATIONS**

## **AND COST PROPOSALS**

**SOLID WASTE COLLECTION 2021**

**P210804**

**Addendum No. 5**



**November 15, 2021**

**St. Charles Parish Emergency Operations Center**

**15026 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 5**  
**TO THE REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**AND COST PROPOSALS**  
**FOR**  
**SOLID WASTE COLLECTION 2021**  
**P210804**  
**ST. CHARLES PARISH**  
**November 15, 2021**

**GENERAL:**

The following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications, plans and previous Addenda in conflict therewith:

**Reminder that bid packages will be accepted up until Friday, November 19<sup>th</sup>, 2021, at 10 AM sharp at the St. Charles Parish Emergency Operations Center located at 15026 River Road, Hahnville, Louisiana 70057. No bid packages will be accepted after this time.**

**In order to complete a bid for Fully Automated service, please be aware that the Contractor should investigate any and all areas of the Parish to ensure the vehicles being provided in the bid will be able to perform the responsibilities outlined in the Contract.**

**Q #1:** How many times in the last twenty (20) years has the additional five (5) year term been awarded?

**A #1:** St. Charles Parish does not have any record of this occurring.

**Q #2:** Please verify the estimate for general refuse for the Parish, the current estimate is 57,000 tons per year.

**A #2:** The average tonnage for residential refuse over the past 4 calendar years is 35,000 tons.



**Q #3:** Are we able to submit the 3 originals and 8 copies via 3 ring binder for this proposal?

**A #3:** Yes.

**CHANGES TO CONTRACT EXHIBITS**

Delete Exhibit C in its entirety and replace with the attached.

**END OF ADDENDUM NO. 5**

EXHIBIT C

SOLID WASTE COLLECTION 2021  
CONTRACTOR PRICE PROPOSAL

Proposal of \_\_\_\_\_ (A corporation duly organized under the laws of the State of \_\_\_\_\_).

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection for the Parish of St. Charles, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates (expressed in words and figures) hereinafter set forth. **All cost items shall be entered for both base and alternate:**

**Base Proposal:**

B.1 \$ \_\_\_\_\_ per unit per month for twice weekly semi-automated rear tipped refuse collection services and Bulky Waste pickup twice monthly within St. Charles Parish (for approximately 18,678 Residential and Commercial units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

B.2 \$ \_\_\_\_\_ per unit per month for twice weekly fully-automated refuse collection services And Bulky Waste pickup twice monthly within St. Charles Parish (for approximately 18,678 Residential and Commercial units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

B.3 \$ \_\_\_\_\_ per unit per month for twice weekly fully automated and/or semi-automated refuse collection and bulky waste pickup twice monthly within St. Charles Parish (for approximately 18,678 residential and Commercial Units).

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

**Alternate Proposal:**

A.1 \$ \_\_\_\_\_ per unit per month for one time per week curbside recycling collection services within St. Charles Parish. Dollars and Cents per unit per month.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

A.2 \$ \_\_\_\_\_ per unit per month, **additional cost**, added to B.1, B.2, or B.3 to provide all new containers (CART)'s to all existing and new customers, including collection and disposal of all existing CART'S by the Contractor.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

A.3 \$\_\_\_\_\_ per unit per month, **additional cost**, added to B.1, B.2, or B.3 to provide once per week boom truck pick up service for Bulky Waste.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents per unit per month.

Bidder must acknowledge all addendums issued:

Addendum\_\_\_\_\_ Date\_\_\_\_\_

Addendum\_\_\_\_\_ Date\_\_\_\_\_

Addendum\_\_\_\_\_ Date\_\_\_\_\_

Addendum\_\_\_\_\_ Date\_\_\_\_\_

Addendum\_\_\_\_\_ Date\_\_\_\_\_

CONTRACTOR

PRINCIPAL OFFICE

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

Address \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

Telephone \_\_\_\_\_