

Contract for furnishing Waste Disposal Services for the **Department of Military Affairs (DMA), various locations**, to include container rental, trash/garbage hauling and disposal, as requested in accordance with provisions set forth for a period beginning **July 1, 2025 and ending June 30, 2026**.

**Service/Equipment Requirements**

Additional pickups may be required and must occur within 24 hours after the Agency's request.

**THE CONTRACTOR MUST ALSO CONFORM TO THE FOLLOWING:**

1. The Contractor will be responsible for maintaining, deodorizing, disinfecting and/or replacing containers (including recycling containers). Responsibility also includes any and all cost for chemicals needed to sanitize equipment.
2. Upon the Agency's request, all containers must be thoroughly cleaned and disinfected to prevent possible disease or odor.
3. All containers must be treated with insecticide, pesticide or whatever is needed to control flies, rodents, etc.
4. Cleaning of spills or leaks resulting from disposal operations shall be the responsibility of the Contractor. The Contractor shall be responsible for keeping loading areas, including clean-up of any paper or general trash in the immediate vicinity of the containers, reasonably clean and in a sanitary condition at all times in a manner acceptable to the Agency.
5. The Contractor shall be responsible for maintaining and keeping equipment at the location to ensure continuous service for trash collection. The Agency assumes no responsibility for the condition of the equipment. All containers placed at the Agency by the Contractor will be adequately insured as the Agency will not assume any responsibility whatsoever for the containers. The Contractor is to be advised that he must assume the necessary liability for damages and injury to the property and employees of the Agency while on State property.
6. The Contractor will be required to use only Louisiana Department of Health (LDH) approved landfill sites to dispose of refuse. The landfill site will not be provided by the Agency.
7. The Contractor will deliver containers with the bottom of the front load containers being a minimum of 10 gauge. The container must be watertight, fitted with a properly hinged lid and must meet LDH standards. The lids of all containers must have appropriate handles and must be constructed so that insects cannot enter closed containers.
8. The Contractor must pick up all garbage in an appropriate garbage truck suitable to the type of container used. A "suitable garbage truck" means that the truck must be constructed specifically and solely for the purpose of picking up garbage and the truck must be approved by LDH and must have passed Federal, as well as, Louisiana State Department of Public Safety (DPS) standards. Proof must be submitted upon request.
9. The Contractor must provide a backup plan in case of equipment failure, upon request.

The Agency will be responsible for providing access to containers, however, the Contractor will be responsible for damage, such as broken curbs, ruts, etc., outside of normal access drives.

The Agency reserves the right to assess a penalty (see below method of deduction) against the Contractor on any occasion when trash pickup/loading area is not satisfactory or complete.

**METHOD OF DEDUCTIONS:**

Basis and method for deductions for unsatisfactory daily performance:

If services are not in conformity, or not performed with the requirements of the contract, the Agency shall use the following guidelines in adjusting the Contractor's invoice. Startup time not to exceed a 1 week period.

First Occurrence – Verbal Warning. Require the Contractor to immediately perform the service in accordance with the contract.

Second Occurrence – Written documentation notice from the Agency to the Contractor.

Third Occurrence – Written documentation and deduction of 1/60<sup>th</sup> of monthly invoice amount.

Fourth Occurrence – Written documentation and deduction of 1/30<sup>th</sup> of monthly invoice amount.

**NOTE:** On all written notices, the Office of State Procurement (OSP) shall notify the Contractor of reported performance issue(s) submitted by the Agency. The Contractor has 7 business days, from the date of notice, to respond to the reported performance issue(s), in writing to OSP. The Contractor's failure to respond to the Agency's initial notice of deficiencies in performance, or failure to respond to OSP's notice of performance issues within the required number of days specified in each notice, may constitute grounds for contractual termination.

The Agency contact shall review invoice(s), and any reductions must be approved by OSP prior to any withholdings of payment(s). Should the Contractor's invoice not include any and all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reduction(s) made with copies of documentation supporting those reductions. The Agency will notify OSP once a chronic or non-remedied issue is recognized. The Agency shall submit to OSP written documentation of non-performance issues and any attempts made by the Agency or the Contractor to resolve the performance issue(s). Copies of all supporting documentation must always be forwarded to OSP.

Also, if the Contractor received two or more reductions, within any 30 work day period or a total of 15 reductions during a 12 month period, this contract may be automatically terminated for default.

If the Contractor fails to make delivery or complete the service within the time specified on the purchase order, or if the delivery/service is late or unsatisfactory, the Agency reserves the right to cancel and purchase elsewhere, charging any increase in price to the Contractor on the original purchase order.

**INVOICES:**

Payment will be made monthly upon receipt of invoice from the Contractor. The Contractor will provide one invoice a month.

**REPORTING REQUIREMENTS:**

The State of Louisiana is trying to track the amount of solid waste being utilized by the State. In an effort to assist in meeting this prerequisite, the Contractor will be required to provide reports that indicate the estimated tonnage of garbage collected and disposed at landfills in connection with the contract. This documentation must be provided every 3 months during the contract, or at the request of the State of Louisiana. Reports are to include the Agency's name, purchase order number and amount of tonnage being reported.

Please send reports to: The Office of State Procurement, Attn: Kim Mulder, by fax to: (225) 342-6823 or by email to: [Kim.Mulder@la.gov](mailto:Kim.Mulder@la.gov).