



**Cities Of Hammond/Ponchatoula**

**RFP#  
For  
Curbside Recycling**

**Sealed Bids Shall Be Received by the Cities of Hammond/Ponchatoula  
310 East Charles Street  
P.O. Box 2788  
Hammond, Louisiana 70404-2788  
Until  
10:00 A.M. October 30, 2014**

**At Which Time All Bids Will Be Opened and Read Aloud**

**Advertisement in the Official Journal, Daily Star, To Be Published  
Three (3) Times**

**For Additional Information or Questions, Contact:  
Ernest Peters, Sr, (985) 277-5632  
Tomlyn Poche (985) 386-6430**

**This is the Bid Package of:**

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

Firm: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

**YOUR BID IS IMPORTANT TO US**

**HOWEVER, IF YOU DO NOT WISH TO BID THIS PROJECT, PLEASE RETURN THIS SHEET WITH YOUR COMPANY NAME MARKED "NO BID". THIS WILL NOT AFFECT FUTURE BIDS, BUT IS A MEANS IN VERIFYING THAT YOU DID RECEIVE NOTIFICATION FOR THIS BID.**

**RFP#****For****Curbside Recycling****Cities of Hammond, LA. & Ponchatoula, LA.****(SEE ATTACHED SPECIFICATIONS)**

**A PRE-BID Conference is mandatory in order to submit a bid.  
Pre-Bid Conference will be 10: 0 Clock a.m. on October 22, 2014 at Ponchatoula City Hall  
125 W. Hickory Street Ponchatoula, LA. 70454 (985) 386-6430**

## Instructions to Bidders

### Special Note

## Instructions to Bidders

### Special Note

**BIDDERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTION AS EARLY AS POSSIBLE DURING THE BID PERIOD. QUESTIONS OR CONCERNS MUST BE SUBMITTED IN WRITING TO THE PURCHASING AGENT DURING THE BID PERIOD AND SHALL BECOME PART OF YOUR BID PACKAGE. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE BIDDERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE BIDS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO THE SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER BIDS ARE OPENED.**

Bid Packages are mailed only as a courtesy. The Cities of Hammond/Ponchatoula do not assume responsibility for bidders to receive bid packages. Bidders should rely on advertisements in the local newspaper, or cities websites: [www.hammond.org](http://www.hammond.org)/[www.cityofponchatoula.com](http://www.cityofponchatoula.com), or can pick up bid packages with specifications from each respective City Hall. Full information may be obtained, or questions answered, by calling Ernest Peters, Sr. @ (985) 277-5632 for the City of Hammond, LA., or Tomlyn Poche @ 985-386-6430 for the City of Ponchatoula, LA.

**These specifications are written in a manner to invite open competition. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive unless the invitation to bid states that only the brand name will be considered for reasons of compatibility, etc.**

**The Public Bid number, Bidder's name, address and bid opening date shall be clearly printed or typed on the outside of the bid envelope. Only one (1) bid shall be accepted from each bidder. Alternates shall not be accepted unless specifically requested in the bid specifications. Submission of more than one (1) bid or alternates not requested may be grounds for rejection of all bids by the bidder.**

The method of delivery of bids is the responsibility of the bidder. All bids shall be received by the Purchasing Department, Hammond City Hall Complex, 310 East Charles Street P.O. Box 2788 Hammond, Louisiana 70404 on or before the specified bid opening date and time. Late bids shall not be accepted under ANY circumstances. It is the bidders' sole responsibility to insure that their bid has been delivered and accepted with ample time to meet all specified deadlines.

Bids shall be accepted only on the bid forms furnished by the Cities of Hammond/Ponchatoula. The Cities shall only accept bids from those bidders in whose name the bid forms and or specifications were issued. Altered or incomplete bid forms, or use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire bid package,

including the specifications and copies of any addenda issued shall be submitted to the 310 E. Charles St. P.O. Box 2788 Hammond, LA. 70404 as THE BID.

All bids must be typed or written in **BLUE/BLACK INK**. Any erasures, strikeover and/or changes to prices shall be initialed by the bidder. Failure to initial shall be cause for rejection of the bid as non-responsive.

All bids shall be signed. Failure to do so shall cause the bid to be rejected as non-responsive.

Where one (1) or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the respective representative of each City, after study and review, reserves the right to determine the acceptability of any equivalent offered. The decision, after study and review, shall be final and binding.

**Liability:**

The Contractor at all times during the term of the contract shall maintain and pay for property damage and public liability insurance with limits of at least (\$1,000,000.00) one million dollars inclusive of bodily injury and property damage for any one occurrence.

Prior to commencing work under this contract the Contractor must file with the respective City a "certificate of insurance" meeting aforementioned requirements with the Cities of Hammond/Ponchatoula named insured by added endorsement. All premiums and expense incurred with this insurance shall be paid for by the Contractor.

The Contractor shall assume the defense of and indemnify and save harmless the Cities and its Officers and Agents from all claims relating to work.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done or caused by him or his employees, or resulting from the execution of the work, or any operations, or caused by reason of existence or location or condition of facilities or of any materials, supplies, or machinery used thereon or therein, or neglect or omission on his part, or all of the several acts or things required to be done by them, under and by these conditions, and covenants, and agrees to hold the Cities harmless and indemnified for all such damages and claims for damages.

The Contractor shall indemnify and save harmless the Cities from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, brought or recovered against the Cities by reason of any act or omission of the Contractor, his agents or employees, in the execution of his work.

**Worker's Compensation:**

The Contractor shall, at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the Worker's Compensation Act.

The Contractor shall, at the time of entering into a Contract with the Cities, provide satisfactory proof that all assessments or compensation payable to the Worker's Compensation Board have been paid and the Cities may, at any time during the performance or upon the completion of

such Contract require a further declaration such Contract require a further declaration that such assessments or compensations have been paid.

**Performance and Payment Bond:**

The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, and shall be countersigned by a person who is contracted with the surety company or bond issuer as an agent of the company or issuer, and who is licensed as an insurance agent in this state, and who is residing in this state, in an amount equal to the 100% contract amount.

**Non-Discrimination:**

By Submitting and signing this bid, Bidder certifies that he agrees to adhere to the mandates dictated by title VI and VII of the civil rights act of 1964, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; section 503 of the Rehabilitation act of 1973; section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees to keep informed of and comply with all Federal, State and Local Laws, Ordinances and Regulations which affect His Employees or Prospective Employees.

**Contract:**

Successful bidder should expect to enter into contract with the City of Hammond for the work. Please see copy of contract form attached.

Bid Proposal Form

**RFP #:**

**CURBSIDE RECYCLING – CITY OF HAMMOND/PONCHATOULA**

**As a qualified bidder for the project, I have carefully examined all of the Bidding Documents and have examined the conditions and specifications of the work to be done, and I hereby propose to furnish all labor, materials, equipment, tools, etc., as called for by the bidding specifications.**

**I hereby acknowledge that I have received the following Addenda and they are reflected as part of this bid.**

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List by date and Addendum number

CITY OF HAMMOND, LOUISIANA  
&  
CITY OF PONCHATOULA, LOUISIANA  
CONTRACT DOCUMENTS  
&  
SPECIFICATIONS  
FOR  
CURBSIDE RECYCLING

JANUARY 1, 2015 thru DECEMBER 31, 2018  
FOR

(REVISED 09/10/14)

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## Instructions to Bidders

### Curb Side Recycling

#### 1. **Receipt and Opening of Proposal**

The cities of Hammond and Ponchatoula (collectively referred to herein as the "Cities") will receive Proposals on the enclosed forms at the Hammond City Hall office until 10:00 a.m. on October 30, 2014. The Proposals will then be publicly opened and read aloud. The envelope containing the bids must be sealed, addressed to the Cities, bearing the name and address of the bidder(s), and the term "Bid on Curbside Recycling Collection". A single sealed envelope may be used to contain all of the contract bid forms proposed by an individual bidder. The "Contractor's Proposal" and the bid bond need to be provided in the envelope.

#### 2. **Preparation of the Proposal**

All proposals must be prepared and signed by the Bidder on the form provided. All blank spaces in each Proposal form together with the appropriate schedules must be completed in full in ink or typewritten, in both words and figures.

If a unit price or a lump sum already entered by the Bidder on the Proposal form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

The Proposals received will be compared on the basis of the unit prices bid. The Cities may reject any or all of the bids for just cause.

If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another enveloped addressed as specified in the Proposal.

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

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

#### 3. **Proposal Security and Evidence of Insurance**

A certified check or bid bond in the amount of five percent (5%) of the total bid price for the first year shall accompany each bid as evidence of good faith and as a guarantee that if awarded the Contract, the bidder will execute the Contract and give bond as required. The bid guaranty shall be either a certified check, certified by the cashier of a National or Stank Bank located in the State of Louisiana, or a bid bond guaranteed by a surety company qualified to do business in the State of Louisiana. The certified check or bond shall be in an amount not less than specified and shall be made payable to the City



of Hammond and Ponchatoula. Any deviations from these requirements will be considered cause for rejection of the bid.

The successful bidder's bid guaranty will be retained until he/she has entered into a satisfactory contract and furnished a performance bond in an amount no less than the annual contract amount, or \$500,000.00, whichever is greater. The Owner reserves the right to hold the certified checks or bid bonds of the three (3) lowest bidders until the successful bidder has entered into a contract and furnished a performance bond.

The successful bidder will be required to file a performance bond in the amount of the total first year of the contract price which bond shall be furnished by a surety company acceptable to the Owner.

Each Proposal must be accompanied by a certificate of insurance evidencing the coverage set forth in Section 11.0 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 deposited into the United States mail by the Cities to the Bidder, certified mail, return receipt requested.

The Bidder to whom the Contract is awarded shall, within twenty (20) days after receipt of formal notice of award, be required to perform each of the following:

- A. Execute the Contract in triplicate on the enclosed Contract form (or such other form as may mutually be agreed upon by the Cities and the selected Bidder);
- B. Furnish insurance certificates as required herein;
- C. Furnish a performance bond as required herein.

In case of his/her failure to do so within the time required, the Bidder may, without notice, be deemed and considered to have abandoned all rights and interests in the award, and Bidder's proposal security may be declared forfeited to the Cities as liquidated damages and the award may then be made to the next best qualified Bidder or the work re-advertised for Proposal as the Cities may elect.

#### **5. Security for Faithful Performance**

The Successful Bidder 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 at least 100% of the total bid amount for the first year of the Contract.

Premium for the bonds 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.

All Bonds shall be in the forms prescribed by the bidding documents or standard forms of approved companies and be executed by such sureties as are named in the current

list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the surety on any Bond furnished by the selected Bidder is declared a bankrupt or becomes insolvent or its rights to do business is terminated in the State of Louisiana or the surety ceases to meet the preceding requirements, the selected Bidder, shall within five (5) days, thereafter substitute another bond and Surety, both of which must be acceptable to the Cities.

**6. Power of Attorney**

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

**7. Scope of Work**

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Document.

**8. Conditions**

Each Bidder shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proponents shall thoroughly examine and be familiar with the General Specifications.

It is expected that the Bidder will obtain information concerning the conditions at all locations that may affect this work.

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

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

The Bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorizes 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 Bidder shall be requested of the Cities in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing addressed to the City. Any verbal statements regarding same by a person, prior to the award, shall be unauthorized and not binding.

### **10. Name, Address and Legal Status of the Bidder**

The proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, 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 and shall also list the State in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. Partnership and individual Bidders will be required to state in the Proposal the name of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with parish, state and telephone number, must be given after each signature.

If the Bidder 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/her Proposal, legal evidence of their authority to do so.

### **11. Competency of Bidder**

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The Cities reserve the right to determine the competence the responsibility of a Bidder from its knowledge of the Bidders qualifications and from other sources.

The Cities will require submission within fourteen (14) calendar days of request by the Cities of certified supporting data regarding the qualification of the Bidder in order to determine whether he is a qualified, responsible Bidder. The Bidder will be required to furnish the following information sworn to under oath by him:

- (a) A detailed list of the Bidders' equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants.

- (c) Evidence that the Bidder is in good standing in the State of Louisiana, and, in the case of a corporation organized under the laws of any other State, evidence that the Bidder is licensed to do business in the State of Louisiana, or a sworn statement that it will take all necessary action to become so licensed if their Proposal is accepted.
- (d) Evidence, in the form of a list of current Residential Contracts, that the Bidder's experience as a going concern in residential refuse collection and disposal is derived from operations of comparable size.
- (e) Insurance certificate reflective of the required amounts required under this contract.

#### 12. **Disqualification of Bidder**

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 any and all bidders and the rejection of his/her Proposal:

- (a) Evidence of collusion among Bidders.
- (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 standpoint of workmanship as submitted.
- (d) Default of a previous municipal contract for failure to perform.

#### 13. **Basis of the Proposal**

Proposals with respect to recyclable collection and disposal are solicited on the basis of rates for each type of collection of work. Proposals will be compared on the basis of the summation of the rates proposed. The rates as written out in words in the Proposal shall govern and any errors found will be corrected.

#### 14. **Quantities**

The Cities estimate that the number of collection units to be initially serviced by the contract to be:

	<u>Residential</u>
City of Hammond	6000
City of Ponchatoula	3000

The number of collection units can be adjusted upward or downward monthly, based on the fluctuation of utility customers. Computer printouts can be provided, by the Cities, upon request, to substantiate collection unit counts.

## 15. Method of Award

The Cities reserve the right to accept any Proposal or to reject any or all Proposals for just Cause, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Cities. The Cities intend to make collection and disposal decisions within forty (40) days following the date that Proposals are publicly opened and read.

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### 1.0 Definitions

**Agricultural Solid Waste:** All organic waste products that are generated from farm production operations, including, but not limited to, that produced by field crops, orchards and/or animals.

**Bag:** A plastic sack designed or intended to store refuse, having sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

**Bin (Dumpster):** Metal receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.

**Bulky Waste:** Stoves, refrigerators, household appliances, water tanks, washing machines, furniture and other waste other than agricultural solid waste, construction debris, dead animals, offal waste, stable matter or vegetable waste with weights or volumes greater than those allowed for bins or containers, as the case may be.

**Bundle:** Newspapers and/or magazines when securely tied together, trees, shrubbery and/or brush trimmings stacked when individual pieces not exceeding 6 ft.

**Buyer:** A person or persons with whom the Contractor has an agreement to purchase material collected during the duration of the contract and any extensions thereof.

**Carts:** A receptacle with a capacity of at least 90 gallons constructed of plastic or fiberglass designed for mechanical dumping, semi-automated or automated. The cart shall be equipped with wheels and handles for ease of movement and with a tight fitting lid capable of preventing entrance into the container of water or vectors. The mouth of the container shall have a diameter greater than the base.

**Cities:** City of Hammond and City of Ponchatoula, Louisiana

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

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

**Collection Vehicle:** Any vehicle permitted by the Cities for collection of solid waste, recyclable materials and yard waste within the Parish.

**Commercial Solid waste:** All bulky waste, construction debris, garbage and rubbish generated by a producer at a commercial unit.

**Commercial and Industrial Unit:** All premises, locations or entities, public or private, requiring refuse collections within the incorporated areas of the Cities, not a residential unit.

**Construction Debris:** Waste building materials resulting from construction, remodeling, repair or demolition operations. The contractor will only be responsible for collection of the waste if generated at a residence and by the owner. All materials must be containerized or bundled with weights not exceeding 75 pounds or lengths greater than 6 foot.

**Container-Solid Waste:** A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the containers by Vectors, as defined herein. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 75 lbs.

**Container or Container Set Recycling:** A container as described in 3.03.

**Contract Documents:** Instructions to Bidders', General Specifications, Contractor's Proposal, Agreement, Performance Bond and any addenda or changes to the foregoing documents agreed to by the Cities and the Contractor.

**Contractor:** Person or persons authorized by the Cities to perform recycling collection services on prescribed routes within the Cities. The person, corporation or partnership performing recycling collection and composting under contract with the Owner.

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

**Disposal:** The orderly process of discarding garbage, rubbish and/or waste material in a beneficial or non-beneficial manner.

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

**Disposal Site:** a disposal facility permitted or approved by the DEQ, State of Louisiana.

**Garbage:** All normal and usual household and institutional waste products that are placed in approved containers for collection purposes and are usually a mixture of putrescible, non-putrescible, combustible and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass, and plastic containers and other items. This definition also applies to similar waste products from commercial establishments such as restaurants, cafeterias, and schools.

**Generation:** The act or process of producing recyclable materials.

**Missed Collection:**

The failure of the Contractor to provide waste Collection service to a residential property within the route during collection hours on the day scheduled for route collection.

**Multi-Family:**

The term multi-family shall refer to all residential dwelling units of more than one (1) unit, considered to be condominiums, apartment houses, grouped housing or mobile home parks.

**Non-Completion of Route:**

The failure or non-provision of collection service to a block or blocks within the collection route during the hours of collection upon the day scheduled for route collection.

**Owner:** Cities of Hammond, Louisiana and Ponchatoula, Louisiana

**Pick Up Station:** A facility owned by the Contractor or Cities where solid waste is concentrated for shipment by truck to a landfill designated by the Contractor.

**Processing and Marketing:** Contractor preparation, sale and delivery of recyclable materials to buyers.

**Processing/Storage Yard:** Area and/or structure where collected recyclable materials are sorted, prepared, and temporarily stored prior to delivery to buyers.

**Producer:** An occupant of a commercial and industrial unit or a residential unit who generates solid waste.

**Rate Modification Date:** The first day of each fiscal year for the Cities of Hammond & Ponchatoula. (July 1st, 2015 and subsequent years thereafter)

**Recyclable Material:** Glass, aluminum cans, newsprint, plastics, tin cans, mixed paper and/or other materials mutually agreed to by the Contractor and the Cities. These materials are rendered recyclable by the action of residents who prepare and place materials at the curbside for collection.

**Recyclable Material Categories:** The categories of recyclable material and modes of their preparation by residents are as follows:

**Clear, green, and brown container glass:** Unbroken glass containers shall be rinsed to avoid health and nuisance problems; they may be mixed colors and may be set out separately from other recyclables. Metal Lids and caps should be removed.

**Aluminum cans:**

Can(s) shall be rinsed to avoid health and nuisance problems, cans may be set out separately from other recyclables.

**Newsprint:**

Clean, unsoiled newsprint-type paper containing minimal glossy magazine-type paper. No magazines shall be accepted.

**Plastics:**

PET, HDPE and PVC containers should be rinsed and caps removed.

**Tin Can:**

Steel food containers should be rinsed prior to placement in the recycling bin.

**Rendering:**

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

**Resident:** Occupant of a residential property.

**Residential Unit:** A dwelling within the Cities occupied by a person or a group of persons. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. {A condominium dwelling whether of single- or multi-level construction, or separate single-family dwelling units, including mobile homes, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed as a residential unit for the purposes of this contract. The number of units shall not exceed four (4). Those units which are occupied, but do not have utility service shall be eligible for collection service and the Contractor shall be entitled to compensation. Separation: The systematic division of solid waste into designated components.



**Subcontractor:** Person or persons who are performing any part of the scope of work other than the Contractor.

**Transfer Station:** A site at which solid waste is assembled and temporarily deposited after collection and from which it is transported to a different location for processing and/or disposal.

## 2.0 **SCOPE OF WORK**

The work under this Contract shall contract 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 **COLLECTION OPERATION**

#### 3.01 **Service Provided**

##### A. Frequency of Collection of Source Separated Materials

City of Hammond, Louisiana –1x/week  
City of Ponchatoula, Louisiana -1x/week

##### B. Point of Collection for Source Separated Materials Cities - Curbside

##### C. Collection Schedule for Source Separated Materials cities - (to coincide with a solid waste collection day)

#### 3.02 **Location of Bins for Collection**

(a) Each Container, shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways, such as where mail service would be provided if done so at or in roadside mail boxes. Containers 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, containers, bags, and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any uncontained Container.

#### A. **The Contractor will:**

Be responsible for purchase, operation, and maintenance of all collection and processing equipment, unless specifically stated otherwise herein. The Contractor shall maintain and be responsible for equipment replacement when necessary. All vehicles used in performance of this contract shall be clearly

identified with the Contractor's name, phone number, truck number, and any company logo on each side and permitted according to Cities' Ordinances. Vehicles used in association with this Contract shall be painted, at a minimum, with such regularity as is common within the waste disposal industry, with the intent to maintain a positive public image and so as not to cause complaints from residents. The Cities shall maintain the right to require any vehicle employed for Curbside Recycling Contractor to be painted if and when the Department deems necessary, but in no instance more frequently than every eighteen (18) months. All vehicles shall be washed with such regularity as is common within the waste disposal industry, but in any regard, to maintain a positive public image.

Provide annual reports to the Cities. These reports shall include summaries of estimated tonnage for each vehicle, and estimated net weight by material collected and sold; prices received for materials; number of collections by route and date of collection; number and summary of complaints received; and in the case of the annual report a summary of the years activity and a projection for the following years activities.

Be responsible to clean up any materials spilled or blown during the course of pick-up and/or hauling operations. All collection vehicles shall be equipped with at least one broom and shovel.

Establish a procedure for receiving and responding, within 24 hours, to residential complaints of missed pick-ups. The Contractor shall provide staffing to receive complaints from residents and/or Cities staff and report number and nature of complaints in monthly reports.

Provide general program public information hand-out materials and public presentation materials, to be used with Civic organizations and Church groups, Chamber of Commerce, schools, senior-citizens groups, environmental/conversation groups and other interest groups.

Provide information packets specifically for the households included in the curbside areas.

Provide a telephone "hotline" for program information and to receive any complaints from residents. Major efforts will be staged initially, based on a Program Promotion Plan to be developed for and approved by the Cities. Continuing public awareness and promotional efforts will be needed and conducted, however, to promote and sustain participation and to build a positive posture for the program.

Through the schools, poster contests and related activities will be used to generate "at home" interest.

**The Cities will:**

The selected Contractor's staff is expected to work closely and meet regularly with the Cities staff regarding the Cities' public awareness/education campaign. Establish the conceptual plan as set forth in these specifications for the Cities Curbside Collection Program.

The Cities will review and select Contractor, according to maximum qualifications and lowest qualified responsive bid price received.

The Cities will use their best efforts to enact an anti-scavenging ordinance to protect the Contractor from illegal collection material placed at curb for collection.

#### **REVENUE FROM THE SALE OF MATERIAL**

The contractor will keep all revenue from the sale of materials.

#### **ANNEXATIONS**

In the event of annexations the Cities shall provide notice to Contractor thereof. Upon receipt of notification, Contractor shall, within thirty (30) days thereof, provide service to the annexed areas.

#### **CHANGES IN LAW OR GOVERNMENTAL LAWS**

In the event of changes in government regulations that substantially affect the ability of the Contractor to operate under the terms of this agreement, new terms may be proposed by the contractor for consideration by the Cities.

#### **ANNUAL REVIEW AND AMENDMENT**

The Cities and Contractor will jointly review this Agreement at least once each year within sixty (60) days of the end of each contract year. Cities and Contractor may mutually agree to amend any portion of this agreement. The schedule of payment may be amended annually to reflect the cost. However, any changes shall reflect such factors as the market price for materials, cost of operation and consumer price index changes for the Area.

#### **MINIMUM QUALIFICATIONS**

##### **A. Experience**

Each firm must submit with the Bid form an experience record indicating at least three (3) year of experience in the collection, and/or processing, and/or marketing of recyclable materials. Said experience record shall include references with names and addresses of the person to contact for further information regarding these experiences.

##### **B. Office**

Throughout the term of the contract, the Contractor shall establish and maintain an office and an authorized managing agent. At a minimum, the Contractor's office shall open between 8:00 a.m. & 5:00 p.m.

This office shall have, at a minimum, one person in charge during collection hours on all collection days, shall be equipped with sufficient telephones, a local or toll-free telephone number, and sufficient staff to receive citizen complaints.

**C. Letters of Intent from Markets**

At a minimum the Contractors shall provide letters of intent from buyers to purchase collected materials. Letters shall include terms of any agreements, and length of agreement.

**PAYMENT**

Payment will be made by the Cities to the Contractor within thirty (30) Days of the receipt of invoice.

**PENALTIES**

Penalties for certain violations are specified herein:

**A. Non-Performance**

Customer complaints of violation made directly to Contractor, including complaints of missed collection, and those made pursuant to Section 4.04 herein, may be deemed and considered in determining non-performance under the Contract.

**B. Penalty**

The penalty for missed collection shall be \$5.00 per un-serviced residential structure, the amount to be deducted from the Cities monthly payment to the Contractor.

**C. Non-Default**

Contractors shall not be deemed to be in default where their failure or inability to perform any or all the conditions of the contract is the result of conditions beyond their control, including, but not limited to civil disorder, acts of God, inclement weather severe enough that Cities' trucks are kept off the roads, or changes in applicable statutes, regulations, or ordinances which materially affect the terms and conditions of the contract. Pickup may not be required on the following holidays:

New Year's Day  
Independence Day  
Thanksgiving Day  
Christmas Day

On the aforementioned holidays, pickups shall be on the next scheduled collection day.

**TERMINATION**

The Cities retain the right to terminate the contract in the event of fraud, misrepresentation, or breach of the terms of the contract by the Contractor. The Cities shall have the right to cancel the contract upon the occurrence of twenty (20) penalized missed collections within any thirty (30) day period. The Cities shall have the right to cancel the contract immediately if the Contractor does not have all insurance coverage in full force during the contract period. In the event of termination of contract for breach, default or bankruptcy, notwithstanding any other remedy under law, and/or under the Contract including, but not limited to, liquidation of the performance bond, the Cities shall have the right to forthwith take possession of a 1/3 of the Contractor s equipment and records used in performance of this contract.

#### **4.0 - Collection Service**

##### **4.01 Hours of Operation**

(a) Collection of Residential Refuse and recyclable Materials shall not commence before 6 a.m. or continue after 7 p.m. in the City of Hammond. Collection of Residential Refuse and recyclable materials shall not commence before 7 a.m. or continue after 7 p.m. in the City of Ponchatoula. Exceptions to collection hours shall be effected only upon the mutual agreement of the Cities 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.

(b) Collection of Commercial and Industrial Refuse shall take place according to individual agreement between the commercial and/or industrial customer and Contractor.

##### **4.02 Route of Collection**

(a) Collection Unit routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Cities for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose for Cities approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon Cities' approval of the proposed changes, Contractor shall promptly give written or published notice to the affected collection Units.

(b) Bin Service for commercial and industrial Unit collection routes shall be established by the Contractor at its sole discretion.

**4.03 Holidays** -The following holidays shall be celebrated for purposes of this Contract together with any other days that the disposal site is closed for holiday:

New Year's Day  
Independence Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide solid waste collection service at up on the next scheduled collection day.

**4.04 Complaints** - All complaints may be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received.

**4.05 Collection Equipment** - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles, bins and other equipment shall be kept: in good repair, appearance, and in a sanitary condition at all times. Each

vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

- 4.06 **Office** - The Contractor shall maintain local and/or toll free telephone service within the cities through which Contractor can be contacted. It shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.
- 4.07 **Hauling** -All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented.
- 4.08 **Disposal** - All Refuse collected for disposal by the Contractor shall be hauled to a Disposal Site. The charge for disposal shall be included in the rate set forth in the proposal for each collection unit to be serviced.
- 4.09 **Notification** - The Cities shall notify all Producers at Collection Units about complaint procedures, rates, regulations, and day(s) for scheduled collection.
- 4.10 **Point of Contact** - All dealings, contacts, etc., between Contractor and the Cities shall be directed by the Contractor and by the Cities to persons so designated in the Contract.

#### 5.00 **COMPLIANCE WITH LAW**

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 Cities on the subject.

#### 6.00 **EFFECTIVE DATE**

The effective date of this Contract shall be the date on which service begins.

#### 7.00 **NONDISCRIMINATION**

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

#### 8.00 **INDEMNITY**

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

#### 10.00 TERM

The Contract shall be for a five (5) year period beginning upon the performance of the Contract and ending December 31, 2019. The initial five (5) year term of this Contract can be extended for an additional five (5) year term, unless either party notifies the other party in writing, not less than ninety (90) days prior to the expiration of the initial five (5) year term, of its intentions to terminate this Contract. Any such written notice shall *be* served by certified or registered mail, return receipt requested. Each City shall be responsible for the extension or termination of its individual contract.

#### 11.00 INSURANCE

The Contractor shall at all times during the Contract: maintain in full force and effect Employer's Liability, Worker's Compensation, General Liability including contractual liability coverage for the provisions of Section 8-00, All insurance shall be by insurers authorized to do business in the State of Louisiana with an A.M. Best rating of A *or* better and for policy limits acceptable to the Cities and before commencement of work here under the Contractor agrees to furnish the Cities certificates of insurance or other evidence satisfactory to the Cities to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate it 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.

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

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation & Employer's Liability	1 million/1 million / 1 million
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate

<u>Coverage</u>	<u>Limits of Liability</u>
Automobile Bodily Injury Liability	\$ 500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$ 500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence
Environmental Impairment Liability	\$3,000,000 each occurrence

## **BOND**

### **12.01 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 an amount equal to at least 100 percent of the total bid amount for the first year of the contract. The bond is to be kept in full force and effect throughout the life 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 of insurance company furnishing the performance & payment guarantees shall be currently and during the term of the Contract remain on the U.S. Department of the Treasury Financial Management Service List of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

(d) Contractor shall execute an Authentic Act, and, if Contractor is a juridical person as defined in the Civil Code of the State of Louisiana and other applicable statutory and jurisprudential authorities, a corporate resolution authorizing the execution of said Authentic Act, specifically and expressly granting each City individually the right and power to liquidate said performance bond without further notice to Contractor when, in a City's sole discretion, the Contractor has failed to perform the obligations of the Contract as enumerated in Section 17.0 herein.

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

### **13.00 BASIS AND METHOD OF PAYMENT**

#### **13.01 Collection and Disposal Rates**

(a) For collection services required to be performed pursuant to sections 3.01 (a)-(b), the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Section 13.02.

(c) For special collection provided by the Contractor pursuant to Section 3.01 (d), the charges are to be negotiated between the Contractor and Producer prior to collection.

(e) The Refuse collection charges provided by Sections 13.01 (a) - (b) shall include all disposal costs.



### 13.02 Modification to Rates

(a) The fees or compensation payable to the Contractor for the year beginning January 1, 2016, shall be adjusted upward annually by the increase in the Consumer Price Index, not to exceed 4 % to reflect changes in the cost of doing business. At the start of the fiscal year, beginning January 1, 2016, and every fiscal year thereafter the fees of compensation may be adjusted upward.

The annual modification shall apply only to the collection portion of the "unit rate". To remove the disposal portion of the unit rate, we assume a generation rate of 1.5 tons of solid waste generated per unit per year. The unit rate must then be reduced by 1.5 multiplied by the current disposal rate in dollars per ton, before the adjustment is applied.

Example: Assuming unit rate of \$12.23/residential unit/month & disposal rate of \$25.00/ton:

Current Unit Rate:	3.02
Less monthly disposal cost:	<u>3.00</u> (1.5 tons x \$25 per ton divide by 12 months)
Collection Portion	\$ .02
Assuming - 5% Increase	0.15 (\$3.02 x 5%)
Add disposal Portion	<u>3.00</u>
New Modified Rate	\$3.15

(b) In addition to the above, the Contractor may petition the Cities at any time for additional site and price adjustments within reasonable intervals on the basis of unusual changes in its cost of operations, including, but not limited to those caused by revised laws, ordinances, or regulations.

(c) Should the disposal rate be increased or decreased after execution of this contract, the Contractor will be entitled to a rate increase or the Cities a credit, respectively. This rate adjustment will be based on 1.7 tons of recyclable material generated per residence per year.

13.03 Cities to Act as Collector -The Cities shall submit statements to and collect from all Collection Units for services provided by the Contractor pursuant to Section 3.01(a)-(b), including those accounts that are delinquent.

### 13.04 Delinquent and Closed Accounts

(a) The Contractor shall discontinue collection service at any Collection Unit as set forth in a written notice sent to it by each City. Upon further notification by each City, the Contractor shall resume collection on the next regularly scheduled collection day. The Cities shall indemnify and hold the Contractor harmless from 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 Cities.

(b) The Contractor shall have the right to discontinue collection service at any Commercial and Industrial Unit delinquent in its payments.

13.05 **Contractor Billings to City** -The Contractor shall bill the Cities for service rendered to Collection Units within ten (10) days following the end of the month and the Cities 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 to Collection Units irrespective of whether or not the Cities collect from the customer for such service.

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 Cities, 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**

16.00 **LIQUIDATED DAMAGES**

As a breach of the service provided by this contract would cause a serious and substantial damage to the Cities and its occupants, and the nature of this Contract would render it impractical or extremely difficult to fix the actual damage sustained by the Cities by such breach, it is agreed that in case of breach of service, the Cities may elect to collect liquidated damages as specified below and not as a penalty, the amounts set forth below, such sums being agreed as the amount above which the Cities may be damaged by the breach of such service. The decision to seek such remedies shall not be construed as subsequent breach of service under this Contract:

- A. A truck beginning residential collection      \$100 per day  
prior to 6 A.M. or after 7 P.M.                      per truck  
without approval of the Cities.
- B. Failure to collect missed collections              \$50 per unit  
from each unit within twenty-four  
(24) hours of notification to contractor,
- C. Repetition of complaints on a route after notification      \$5.00 for each  
violation of spilling, non-violation collection, crossing planted area,  
failure to leave trash cans upright or similar violation
- D. Failure to clean up leaks spills, etc.      100.00 for each violation
- E. Other remedial work not accomplished actual materials within twenty-four (24) hours  
plus labor cost. Such liquidated damages as the Cities shall elect to collect will be  
deducted from the monthly payments due the Contractor.

**17.00 FAILURE TO PERFORM**

If the Contractor fails to collect garbage and rubbish from the specified areas for a period in excess of six (6) consecutive, scheduled working days or fails to operate the system in a satisfactory manner in accordance with these specifications for a similar period, the Cities may:

- (a) Select a substitute contractor to perform the collection duties, and
- (b) Compensate the substitute contractor from receipts due the Contractor and from his performance bond.

If the Contractor fails to resume satisfactory service within thirty (30) days, the Cities shall consider the contract as breached. The Cities shall proceed to advertise and receive bids for a new contract period. During the period of obtaining and processing the bids, the substitute contractor will be paid from receipts of the performance bond.

**SPECIFICATIONS PERTINENT TO CONTRACT 2015-02****A. Frequency of Collection of Source Separated Materials**

City of Hammond, Louisiana -1x/week  
City of Ponchatoula, Louisiana -1x/week

**B. Point of Collection for Source Separated Materials**

Cities - Curbside

**C. Collection Schedule for Source Separated Materials cities - (to coincide with a solid waste collection day)**

**CONTRACTOR'S PROPOSAL**

**Contract 2015-02** -Curbside Recycling and source separated materials Collection for the Cities of Hammond & Ponchatoula.

The undersigned has carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection for the cities of Hammond & Ponchatoula, including:  
Information for Bidders  
Bid Bond  
Instructions to Bidders  
Performance Bond  
General Specifications 2015-02  
Contracts  
Proposal Form

We do hereby offer to perform the specified services on behalf of the Cities of the type and manner described in accordance with the terms and conditions set forth in the Contract Documents at the following rates:

A. Rate for the City of Hammond for one (1) x per week collection of recyclable materials from all residential collection units - per unit  
\_\_\_\_\_Dollars/Month

\$\_\_\_\_\_ per month, per unit x 6,000 units = \$\_\_\_\_\_.

B. Rate for the City of Ponchatoula for one 1 x per week collection of recyclable material from all residential collection units -per unit  
\_\_\_\_\_Dollars/Month

\$\_\_\_\_\_ per month, per unit x 3,000 units \$\_\_\_\_\_.

C. Rate for the Cities of Hammond & Ponchatoula for one (1) x per week collection of recyclable materials from all residential collection units - per unit  
\_\_\_\_\_Dollars/Month

\$\_\_\_\_\_ per month, per unit x 9,000 units = \$\_\_\_\_\_.

Signature\_\_\_\_\_

Company\_\_\_\_\_

Address\_\_\_\_\_

City, State, Zip Code\_\_\_\_\_

CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, by and between the City of Hammond (hereinafter called the "Cities") and \_\_\_\_\_ (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, Submit a Proposal to provide Recyclable Materials collection within the Cities to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the license and privilege within the territorial jurisdiction of The Cities to furnish all personnel, labor, equipment, trucks, and all other items necessary to provide collection services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a. The Instructions to Bidders.
  - b. The Contractor's Proposal, Contract 2015-02
  - c. The General Specifications.
  - d. The resolution of the Cities ordering or authorizing the work and services contemplated herein.
  - e. The Performance Bond.
  - f. This instrument.
  - g. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
  - h. The Authentic Act required in 12.01 (d), and, if applicable, a Corporate Resolution authorizing such.
3. All provisions of the Contract Document shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.

No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

The terms of this Contract, if approved and accepted by the City of Hammond, unless expressly amended according to the provisions of the foregoing, shall constitute the sole and entire agreement between Contractor and the City of Hammond.

- 4. This Contract is entered into subject to the following conditions:
  - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
  - b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, strike, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
  - c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the portion of any Contract Document shall not in and of itself affect the validity or unenforceability of any other provision or portion of the Contract Document.

5. The effective date of this contract is \_\_\_\_\_, 2015.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at

\_\_\_\_\_

As of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF HAMMOND, LOUISIANA \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

Secretary

By \_\_\_\_\_

CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, by and between the City of Ponchatoula (hereinafter called the "Cities") and \_\_\_\_\_ (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, Submit a Proposal to provide Recyclable Materials collection within the Cities to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

6. The Contractor is hereby granted the license and privilege within the territorial jurisdiction of The Cities to furnish all personnel, labor, equipment, trucks, and all other items necessary to provide collection services as specified and to perform all of the work called for and described in the Contract Documents.
7. The Contract Documents shall include the following documents, and this contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - i. The Instructions to Bidders.
  - j. The Contractor's Proposal, Contract 2015-02
  - k. The General Specifications.
  - l. The resolution of the Cities ordering or authorizing the work and services contemplated herein.
  - m. The Performance Bond.
  - n. This instrument.
  - o. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
  - p. The Authentic Act required in 12.01 (d), and, if applicable, a Corporate Resolution authorizing such.
8. All provisions of the Contract Document shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.

No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

The terms of this Contract, if approved and accepted by the City of Hammond, unless expressly amended according to the provisions of the foregoing, shall constitute the sole and entire agreement between Contractor and the City of Ponchatoula.

- 9. This Contract is entered into subject to the following conditions:
  - d. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
  - e. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, strike, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
  - f. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the portion of any Contract Document shall not in and of itself affect the validity or unenforceability of any other provision or portion of the Contract Document.

10. The effective date of this contract is \_\_\_\_\_, 2015.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at

\_\_\_\_\_

As of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF PONCHATOULA, LOUISIANA \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

Secretary

By \_\_\_\_\_



