

# Cities of Hammond and Ponchatoula

## RFP # 23-30

### Request for Proposals for Solid Waste Collections

Proposals will be received until 10:00am on September 07, 2022

**For additional information or questions, contact the following:**

Jana Soileau, Hammond, 985-277-5633 or [Thurman\\_JE@hammond.org](mailto:Thurman_JE@hammond.org)



## Notice to Contractors

Notice is hereby given that sealed proposals will be received by the Cities of Hammond and Ponchatoula (Cities), State of Louisiana, until ten (10:00) o'clock a.m., September 07, 2022, at the City of Hammond, Purchasing Department, 310 East Charles Street, Hammond, LA 70401, from interested firms and individuals qualified to provide services, materials and equipment for:

**SOLID WASTE COLLECTIONS. The Cities reserve the right to execute separate contracts for Garbage Collection (2023-30) and for Recycling Collection (2023-30A)**

and will be opened and publicly read aloud at City of Hammond, Purchasing Department, 310 East Charles Street, Hammond, LA 70401 (ph. 985-277-5633), at 10:00 a.m., September 07, 2022. Proposals received after the above specified time will not be considered.

The following Solid Waste Services are the subject of this proposal: AUTOMATED CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL/SMALL COMMERCIAL RECYCLABLES, SOLID WASTE, YARD WASTE AND WHITE GOODS WITHIN THE CITY LIMITS OF HAMMOND AND PONCHATOULA (SOLID WASTE COLLECTIONS). Interested parties can secure the RFP packet from City of Hammond, Purchasing Department at 310 East Charles Street, Hammond, Louisiana 70401 or at Ponchatoula City Hall, 125 West Hickory Street, Ponchatoula, Louisiana 70454.

Explanations, interpretations or clarifications shall be requested in writing via email to Jana Soileau (Hammond) at [Thurman\\_JE@hammond.org](mailto:Thurman_JE@hammond.org).

**PROPOSAL for SOLID WASTE COLLECTION AND DISPOSAL (RFP# 23-30)  
September 07, 2022 @ 10:00 am  
ATTN: JANA SOILEAU**

Preference is given to materials, supplies, and provisions that are produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside the State.

The successful proposer shall be required to furnish a Performance Bond in an amount equal to 100% of the specific calculated total amount as defined in the request for proposal, shall be written by a surety or insurance 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 to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents.

Proposals shall be accepted only from contractors who are licensed under R.S. 37:2150-2163 for one or more of the classifications as follows: "Specialty: Hazardous Waste Treatment or Removal; or Specialty: Non-Hazardous Waste Treatment or Removal; or Specialty: Garbage & Debris Disposal, Trash Chutes; or Municipal and Public Works Construction". No proposal may be withdrawn for a period of sixty (60) days after receipt of proposals.

The Cities reserve the right to reject any and all proposals in the exercise of their reasonable discretion.

No Applicability of Public Bid Law – This invitation for proposals should not be considered as subjecting this contract for garbage services to the public bid law. Under R.S. 33:4169.1, the Cities have a specific authority to address the collection and disposal of garbage and trash under a privately negotiated contract. The Cities specifically reserves all rights under the aforementioned statute. This invitation for proposals should not in any way be considered as subjecting the City to the public bid law or raising any expectations of public bid process or due process concerns should the bid process be later abrogated.

Official action on this proposal will be taken within thirty (30) days by the Cities upon review of all proposals for compliance and with a recommendation from the respective City Councils for acceptance. The Cities reserve the right to reject any or all proposals and to waive defects or irregularities in any proposal.

City of Hammond  
Mayor Pete Panepinto

City of Ponchatoula  
Mayor Robert F. Zabbia

## Table of Contents

### INSTRUCTIONS TO PROPOSERS

1. Receipt/Opening of Proposals
2. Proposal Preparation & Requirements
3. Proposal Security & Evidence of Insurance
4. Base Proposal Narrative
5. Liquidated Damages for Failure to Enter Contract
6. Security for Faithful Performance
7. Power of Attorney
8. Scope of Work
9. Conditions
10. Addenda & Explanations
11. Name, Address, & Legal Status of Proposer
12. Competency of Proposer
13. Disqualification of Proposers
14. Quantities
15. Method of Award
16. Evaluation

### GENERAL SPECIFICATIONS

- 1.0 Definitions
- 2.0 Scope of Work
- 3.0 Collection Operation & Service
- 4.0 Compliance with Law
- 5.0 Effective Date
- 6.0 Nondiscrimination
- 7.0 Indemnity
- 8.0 Licenses & Taxes
- 9.0 Term
- 10.0 Termination of Contract
- 11.0 Insurance
- 12.0 Bond
- 13.0 Basis & Method of Payment
- 14.0 Transferability of Contract
- 15.0 Ownership
- 16.0 Liquidated Damages
- 17.0 Failure to Perform

## **INSTRUCTIONS TO PROPOSERS**

### **1. RECEIPT/OPENING OF PROPOSALS**

The Cities of Hammond and Ponchatoula (collectively referred to herein as the “Cities”) will receive Proposals at Hammond City Hall, Purchasing Department until 10:00am on September 07, 2022. The Proposals will then be publicly opened and the Cost Description Sheets will be read aloud. The envelope containing the Proposal must be sealed, addressed to the Cities, must include the name and address of the Proposer(s), the RFP number, and the title “SOLID WASTE COLLECTIONS”. The Proposal Security and Evidence of Insurance must be provided in the envelope with the Proposal. A Proposer may present a cost description for as many alternatives as desired (e.g., costs for solid waste collection, but no costs for recyclables or vice versa). It is not required to provide a cost description for all if the Proposer is not willing to provide that service.

### **2. PREPARATION OF THE PROPOSAL & REQUIREMENTS**

Proposers will submit for review and evaluation the following documentation. Failure to submit any of the applicable items will result in disqualification.

- a) Proof that Proposer is a Business Entity that has been in existence at least two years.
- b) Proof of Insurance (see General Conditions).
- c) An itemized list of facilities and sites to be used in the engagement. Include the addresses of garages, pick-up stations, warehouse space, offices and disposal facilities.
- d) Most recent audited financial statement of Proposer. This documentation should indicate that the firm possesses the financial capacity to meet the requirements of the Contract.
- e) A Security Bond in the specified amount. All Bonds will be returned by the Cities of Hammond/Ponchatoula following execution of the contract(s) with the Proposer selected.
- f) Certification from a Bonding Company that the Proposer is capable of obtaining and maintaining performance Bonding as required by the contract. (See General Conditions).
- g) List of one to three references with whom the firm contracts or has contracted with in the last three (3) years. Include client name, contact person, mailing address, telephone number and contract email address. For collection contracts, include number of units collected and service provided. Provide a complete listing of all current and types of contracts.
- h) Base Proposal Narrative (see Section 4).
- i) Cost Description Sheet (see Appendix A).
- j) Proposer Information Sheet (see Appendix B). Evidence that the Proposer 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 Proposer 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.
- k) Acceptable proof that the person(s) signing the Response (Proposer Information Sheet) is authorized to act on behalf of the responding Business Entity. This requirement is an essential prerequisite to consideration of the Response.

All Proposals must be prepared and signed by the Proposer.

If the Proposer alters the Proposal's text or numbers, the text/number shall be crossed out with ink and the new text/number written above or below it, and initialed by the Proposer in ink.

The Cities may reject any or all of the Proposals.

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 & EVIDENCE OF INSURANCE**

A certified check or security bond in the amount of five percent (5%) of the total Proposal price for the first year shall accompany each Proposal as evidence of good faith and as a guarantee that if awarded the Contract, the Proposer will execute the Contract and provide a performance bond as required. The Proposal security shall be either a certified check, certified by the cashier of a National or State Bank located in the State of Louisiana, or a security 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 Cities of Hammond and Ponchatoula. Any deviations from these requirements will be considered cause for rejection of the Proposal.

The successful Proposer's security will be retained until he/she has entered into a satisfactory contract and furnished a performance bond in an amount no less than the first year of the contract amount, or \$500,000, whichever is greater. The Cities reserve the right to hold the certified checks or bonds of the Proposers until the successful Proposer has entered into a contract and furnished a performance bond.

Each Proposal must be accompanied by a certificate of insurance evidencing the coverage set forth in section 11.0 of the General Specifications.

### **4. BASE PROPOSAL NARRATIVE**

Proposers are asked to address the following topics in narrative form:

- a) Provide a statement of intent to adhere specifically to the requirements outlined in this document. Acknowledge your firm understands that this document and the selected response will be components of the final service Contract.
- b) Describe similar work experiences. Proposers must list contracts with jurisdictions and individuals given as references in this proposal.
- c) Provide a narrative of how the program will operate. The narrative should reference equipment to be used, general material flows, procedures for distribution and maintenance of roll-out carts for curbside collection portion of the submittal, the handling of missed pickups for both

transportation and curbside collection submittals, and other operational topics specified in this document.

- d) Describe your proposed procedures for handling all complaints.
- e) Explicitly, the City cannot accept any form of donations or contributions for existing programs in exchange for selection to this service. However, the successful Contractor will be able to demonstrate a strong commitment to community involvement through its private activities and sponsorships such as: educational programs, web pages, environmental activities, and such. Explain how you plan to be a community partner.

#### **5. 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 Proposer and sent via certified mail with a return receipt requested.

The Proposer 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 Proposer);
- b) Furnish insurance certificates as required herein; and
- c) Furnish a performance bond as required herein.

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

#### **6. SECURITY FOR FAITHFUL PERFORMANCE**

The successful Proposer 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 proposed 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 Proposal 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 Proposer is declared bankrupt, becomes insolvent, or its rights to do business are terminated in the State of Louisiana, or if the surety ceases

to meet the preceding requirements, the selected Proposer, shall within five (5) days, thereafter substitute another Bond and Surety, both of which must be acceptable to the Cities.

**7. POWER OF ATTORNEY**

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

**8. 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.

**9. CONDITIONS**

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

It is expected that the Proposer will obtain information concerning the conditions at all locations that may affect this work. The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or to acquaint themselves 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 Proposer.

The Proposer shall make his own determination as to the conditions, shall assume all risk and responsibility, and shall complete the work in and under the conditions he/she may encounter or create, without extra cost to the Cities. The Proposer's attention is directed to the fact that all applicable State laws, parish ordinances, municipal 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.

**10. ADDENDA & EXPLANATIONS**

Explanations desired by a Proposer 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 Proposer. Every request for such explanation shall be in writing addressed to each respective City. Any verbal statements regarding the same by a person, prior to the award, shall be unauthorized and not binding.

**11. NAME, ADDRESS & LEGAL STATUS OF THE PROPOSER**

The proposal must be properly signed in ink and the address of the Proposer given. The legal status of the Proposer, 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 Proposer shall give full names and addresses of all partners. Partnership and individual Proposers will be required to state in the Proposal the name of all persons interested therein.

If the Proposer 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.

**12. COMPETENCY OF PROPOSER**

The opening and reading of the Proposal shall not be construed as an acceptance of the Proposer as a qualified, responsible Proposer. The Cities reserve the right to evaluate the Proposals based on the criteria and point values described in this RFP.

**13. DISQUALIFICATION OF PROPOSER**

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 Proposers and the rejection of his/her Proposal:

- a) Evidence of collusion among Proposers.
- 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.

**14. QUANTITIES**

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

	<u>Units</u>
City of Hammond	5,714
City of Ponchatoula	2,900

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 Proposal shall render the accompanying Proposal irregular and subject to

rejection by the Cities. The Cities intend to award Contract(s) within thirty (30) days following the date that Proposals are publicly opened and read.

**16. EVALUATION**

The Proposal will be evaluated in light of the material and the substantiating evidence presented, not on the basis of what may be inferred. The evaluation will be performed by applying a set of evaluation criteria to each proposal. Each criterion will have a points value applied to it and the total points for each proposal will not exceed 10. Each proposal shall be evaluated and assigned points based on cost presented, firm’s qualifications, technical capabilities and financial status.

A summary of the evaluation criteria points is below.

<b>Criteria</b>	<b>Max Points</b>
Cost of Services	4
Narrative	2
Proposer’s Qualifications	2
Technical Capabilities	1
Financial Status	1

## GENERAL SPECIFICATIONS

### 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 thirty-five (35) pounds.

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

**Bulky Waste:** Stoves, refrigerators, household appliances, water tanks, washing machines, furniture and other waste—not including 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 with individual pieces not exceeding six (6) feet.

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

**Cities:** City of Hammond and City of Ponchatoula in Louisiana.

**Collection:** The act of removing solid waste, yard waste, and/or bulky 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, yard waste, and/or bulky waste materials.

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

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

**Commercial & 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 seventy-five (75) pounds or lengths greater than six (6) feet.

**Container - Recycling:** A receptacle with a capacity of at least thirty-five (35) gallons.

**Container - Solid Waste:** A receptacle with a capacity of at least sixty-five (65) 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 seventy-five (75) pounds.

**Contract Documents:** Instructions to Proposers, 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(s) authorized by the Cities to perform solid waste, yard waste, or recycling collection services on prescribed routes within the Cities. The person, corporation, or partnership performing solid waste collection and disposal, recycling and yard waste 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 and excluding farm stock.

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

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

**Disposal Site:** A disposal facility permitted or approved by the Department of Environmental Quality in the 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 solid waste.

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

**Industrial Solid Waste:** All solid waste products except hazardous waste, resulting from industrial operations, both onshore and offshore, public and private, and including demolition, construction, fabrication, process, street and alley, and miscellaneous waste.

**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 if materials to be collected are set out in accordance with the Contract provisions.

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

**Non-Putrescible Solid Waste:** Solid waste materials that do not contain organic matter subject to rapid composition by fungi and bacteria in naturally-occurring environmental conditions.

**Non-Completion of Route:** The failure or non-provision of collection service to a block(s) within the collection route during the hours of collection upon the day scheduled for route collection.

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

**Owner:** Cities of Hammond and Ponchatoula in Louisiana.

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

**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, yard waste, or bulky waste.

**Putrescible Solid Waste:** Solid waste materials containing organic matter that is subject to rapid decomposition by fungi and bacteria, such as food waste and dead animals in naturally-occurring environmental conditions.

**Rate Modification Date:** The annual anniversary date of the start date of the contract.

**Recyclable Material:** 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 the materials appropriately. The Contractor will maintain a list of recyclable commodities, and in the event the market price for any or all of the commodities drops to the point that such materials can no longer be sold or processed, they may be removed from the list or items to be recycled if mutually agreed upon between the Contractor and the Cities. The Contractor will provide website links and marketing materials or flyers to advertise the recyclables accepted.

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

- a) **Aluminum cans:** Cans shall be rinsed to avoid health and nuisance problems; cans may be set out separately from other recyclables.
- b) **Paper:** Clean, unsoiled newsprint-type paper, magazines, catalogs, gift wrap, paper bags, junk mail, white or colored paper, envelopes. No bound books, paper bound/wrapped in plastic, rubber bands, or photos.

- c) **Plastics:** PET, HDPE and PVC containers should be rinsed and caps removed.
- d) **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 Solid Waste:** All garbage and rubbish generated by a producer at a residential unit.

**Residential Unit:** A dwelling within the Cities occupied by a person(s). A residential unit shall be deemed occupied when either water or 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.

**Solid Waste:** Useless, unwanted, or discarded materials with insufficient liquid content to be free flowing, that results from domestic, industrial, commercial, agricultural, governmental and/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 sewage, earth, or material used to fill land in accordance with construction codes; mining residues; and slag, dissolved, or suspended solids in industrial waste water effluents which are not for acceptable disposal in sanitary sewage treatment system.

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

**Solid Waste Management System:** The entire process of solid waste management by any person engaging in such process as a business or by or on behalf of any municipality, authority, parish, or any combination thereof.

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

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

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

**Subcontractor:** Person(s) 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.

**Vector (of Disease):** An animal or insect which transmits infectious diseases from one person to another by biting the skin or mucous membrane or by depositing infective material on the skin, food, or on another object.

**Vegetable Waste:** Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

**Waste Tires:** A whole tire that is no longer suitable for its intended original purpose because of wear, damage, or defect.

**White Goods:** Stoves, household appliances, water tanks, washing machine, and dryers.

**Yard Waste:** Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and/or tree trunks. All yard waste shall be in a container, bag, or box the weight of which shall not exceed seventy-five (75) pounds. Branches up to four (4) inches in diameter shall be cut in length not exceeding six (6) feet and shall be stacked at the curb. Tree trunks shall not exceed seventy-five (75) pounds for any one piece or six (6) feet in length.

## **2.0 SCOPE OF WORK**

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

## **3.0 COLLECTION OPERATION & SERVICE**

### **3.1 Service to Residential and Small Commercial Service Units Provided by Contractor**

For the Garbage Contract (2023-30), the Contractor shall provide non-exclusive curbside service for the collection of Garbage, Construction Debris (residential-only), Bulky Waste/White Goods, Bundles, and Yard Waste to each collection unit. Residential units are limited to four (4) Bulky Waste/White Goods annually. The Contractor is not required to pick up Waste Tires. Collection frequency and container types are outlined in the Cost Description Sheet.

For the Recycling Contract (2023-30A), the Contractor shall provide for the collection of Recyclable Materials and shall provide the container according to the Cost Description Sheet.

A maximum of 6 containers, bags, or bundles per collection will be collected from individual commercial or industrial units. Residential units are not limited.

All commercial and industrial units who average more than six (6) containers or bags per collection are required to use a Bin collection service. Contractor may provide Bin collection service for the collection of commercial and industrial refuse to commercial and industrial units according to individual agreement.

The Contractor shall provide for the special collection from Residential Units of Stable Matter and Dead Animals under such conditions as it shall see fit, upon approval of the Cities.

### **3.2 Location of Bins, Containers, Bags and Bundles for Collection**

Each Container, Bag and Bundle 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, Bags and Bundles 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 refuse or any Container, Bag and Bundle not properly placed.

Contractor shall make reasonable accommodations to retrieve carts from a location near the home for residents with a mobility impairment who have registered with Contractor. Contractor should briefly describe how they accommodate collection from people with mobility impairments who may be unable to move a container to curbside for collection and what type of registration may be required.

### **3.3 Revenue From the Sale of Material**

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

### **3.4 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.

### **3.5 Annual Review & Amendment**

The Cities and Contractor will jointly review the Contract 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 by mutual agreement to reflect the cost.

The Contractor will provide annual reports to the Cities. These reports shall include summaries of estimated tonnage for each vehicle and estimated net weight of material collected; 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 year's activity and a projection for the following year's activities.

### **3.06 Minimum Qualifications**

#### **A. Experience**

Each firm must submit with the Proposal an experience record indicating at least one 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 this expertise.

#### **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 be open from 8:00 a.m. to 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 shall have sufficient staff to receive citizen complaints.

**C. Letters of Intent from Markets**

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

**3.7 Penalties**

Customer complaints of violation made directly to Contractor, including complaints of missed collection, and those made pursuant to Section 3.11 herein, may be deemed and considered in determining non-performance under the Contract.

- A. The penalty for missed collection shall be \$50 per un-serviced structure, the amount to be deducted from the Cities' monthly payment to the Contractor.
- B. 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.

**3.8 Hours of Operation**

In the Cities, collection shall not commence before 6:00 a.m. or continue after 8:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the Cities and Contractor, or when the Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.

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

**3.9 Route of Collection**

Collection routes shall be established by the Contractor. The Contractor shall submit a map designating the routes to the Cities for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose for the Cities to approve changes in routes or days of collection, which approval shall not be unreasonably withheld. After approval, the Contractor shall promptly give written or published notice to the affected collection units. Bin service for commercial and industrial unit collection routes shall be established by the Contractor at its sole discretion.

**3.10 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

The 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 on the next scheduled collection day.

The contractor shall give notice to the Cities of additional landfill/holiday closures as the Contractor becomes aware.

### **3.11 Complaints**

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

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 twenty-four (24) hours after the complaint is received.

### **3.12 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. If supplying a cost for the Contractor provided collection carts, the carts must be at least thirty-five (35) gallons for recycling and at least sixty-five (65) gallons for garbage. The Contractor agrees that if the initially furnished cart is broken through no fault of the resident or if the cart cannot be used as a result of normal wear or tear, or if the cart is stolen and such is verified by proof of filing a complaint with the proper law enforcement authorities, the contractor shall replace the cart without charge. If the resident desires additional carts, the resident will be charged for the cost of same.

The Contractor shall be responsible for the 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 Solid Waste Transportation by Contractor to be painted if and when the Cities deem 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, with the intent to avoid odors and to maintain a positive public image.

### **3.13 Office**

The Contractor shall maintain local and/or toll free telephone service within the Cities through which the 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.

### **3.14 Hauling**

All Refuse hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or

blowing is prevented. The Contractor will be responsible for cleaning 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.

### **3.15 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.

### **3.16 Notification**

The Cities shall notify all Producers at Collection Units about complaint procedures, rates, regulations, and day(s) for scheduled collection.

### **3.17 Point of Contact**

All Contract negotiation shall be directed by the Contractor and by the Cities to the persons designated in the Contract.

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

## **5.0 EFFECTIVE DATE**

The Cities intend for the Effective Date of the Contract to be the start date on which service begins, October 01, 2022. If Contractor is unable to accommodate this start date, the Contractor shall provide the start date it can accommodate. The start date will be a consideration given by the Cities in the award of the contract.

## **6.0 NONDISCRIMINATION**

In connection with the execution of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employments, notices setting forth the provisions of this non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will comply with all the provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Contracting agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or part, and the Contractor may be declared ineligible for further governmental contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of the paragraphs in section 6.0 of this Contract in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event of the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### **7.0 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.

#### **8.0 LICENSES & TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and shall promptly pay all taxes required by the Cities, the Parish, and the State.

#### **9.0 TERM**

The Contract shall be for a term of five (5) years, commencing on the start date. The Contract can be extended for one five-year term, by written agreement of the Contractor and the Cities. Each City shall be responsible for the extension or termination of its individual contract.

#### **10.0 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 one-third (1/3) of the Contractor's equipment and records used in performance of this Contract.

**11.0 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 7.0. All insurance shall be by insurers authorized to do business in the State of Louisiana with an A.M. Best Key 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 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."

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 (except automobile)	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$1,000,000 aggregate
<u>Coverage</u>	<u>Limits of Liability</u>
Automobile Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence
Environmental Impairment Liability	\$5,000,000 each occurrence

**12.0 BOND**

**12.1 Performance Bond**

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 (100%) of the total proposal 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.

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.

The surety of insurance company furnishing the performance and 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.

The Contractor shall execute an Authentic Act, and, if the 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.

**12.2 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.

**13.0 BASIS & METHOD OF PAYMENT**

**13.1 Collection & Disposal Rates**

For collection services required to be performed pursuant to section 3.1, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Section 13.2. The charges shall include all disposal costs.

**13.2 Modification to Rates**

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.

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 1.5 tons of solid waste generated per residence per year.

Example: Assuming rate of \$9.21/unit/month:

Old Disposal Rate \$28.00 per ton. New Disposal Rate \$31.00 per ton

New Rate	\$31.00
Old Rate	- <u>28.00</u>
Difference	3.00 (Then *1.5 tons/12 months = 0.38)
New Rate	\$9.59 (9.21 + 0.38)

**13.3 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 3.1, including those accounts that are delinquent.

**13.4 Delinquent & Closed Accounts**

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.

**13.5 Contractor Billings to Cities**

The Contractor shall bill the Cities for services rendered within ten (10) days following the end of the month, and the Cities shall pay the Contractor on or before thirty (30) days from receipt of invoice. Such billing and payment shall be based on the price rates and schedules set forth in this Agreement. The Contractor and the Cities shall verify the number of units serviced in a manner acceptable to the Cities.

**14.0 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.

**15.0 OWNERSHIP**

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

**16.0 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 truck providing collection prior to 6:00 a.m. or after 8:00 p.m. without approval of the Cities	<b>\$100 per day per truck</b>
Failure to collect missed collections from each unit within twenty-four (24) hours of notification to contractor	<b>\$50 per unit</b>
Repetition of complaints on a route after notification of spilling, non-collection, crossing planted area, failure to leave trash cans upright or similar violation	<b>\$50 for each violation</b>

Failure to clean up leaks, spills, blowing trash **\$100 for each violation**

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

**17.0 FAILURE TO PERFORM**

If the Contractor (a) fails to collect garbage and rubbish from the specified areas for a period in excess of six (6) consecutive, scheduled working days or (b) fails to operate the system in a satisfactory manner in accordance with these specifications for a similar period after a thirty (30) day notice of default, the Cities may terminate the Contract and:

- A. Select a substitute contractor to perform the collection duties, and
- B. Compensate the substitute contractor from receipts due the Contractor and from his/her performance bond.

During the period of obtaining and awarding a new contract, the substitute contractor will be paid from receipts of the performance bond.



## Appendix A: Cost Description Sheet

The total units expected is 8,614 (Hammond: 5,714 and Ponchatoula: 2,900).

Costs should be itemized for the following:

### GARBAGE CONTRACT

1. **Two (2) times a week collection of curbside solid waste collection and Contractor provides and maintains the carts (at least 65 gallons):**

\$\_\_\_\_\_ per unit, per month x 8,614 units = \$\_\_\_\_\_ (total)

### RECYCLING CONTRACT

2. **One disposal site drop-off for recyclables and Contractor provides the roll-off dumpster and emptied four (4) times per month:**

\$\_\_\_\_\_ per roll-off dumpster

\$\_\_\_\_\_ per emptying of roll-off x 4 times/month = \$\_\_\_\_\_ (total)

\*\* Security bond or cashier's check is required for five percent (5%) of the total cost provided in this Cost Description Sheet.

## Appendix B: Proposer Information Sheet

### Cities of Hammond/Ponchatoula Solid Waste Collections

Responses to the Cities of Hammond and Ponchatoula Solid Waste Collections Request for Proposals will be received from qualified firms until 10:00 a.m. on September 07, 2022, at Hammond City Hall, Purchasing Department, 310 East Charles Street, Hammond, LA 70401. Telephone 985-277-5633.

Name of Proposer: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

## Appendix C: Sample Agreements and Bonds

The following examples are provided for the agreement, non-collusion affidavit, and bonds. Separate agreements and bonds are required to be executed with each City (Hammond/Ponchatoula).

### AGREEMENT

This Agreement, made and executed in six (6) original copies, on this \_\_\_\_ day of the month of \_\_\_\_\_ in the Year of Our Lord, Two Thousand and Nineteen by and between the \_\_\_\_\_, Louisiana, acting by and through \_\_\_\_\_, Mayor, the Party of the First Part, and herein designated as "Owner" and \_\_\_\_\_ Contractor, domiciled and doing business in \_\_\_\_\_, the Party of the Second Part, and therein designated as "Contractor".

WITNESSETH, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor is hereby granted the non-exclusive franchise, license, and privilege within the territorial jurisdiction of the CITY OF PONCHATOULA/HAMMOND, Louisiana and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Collections and Disposal of Residential and Small Commercial Solid Waste in the CITY OF PONCHATOULA/HAMMOND, Louisiana, as specified, and to perform all of the work called for in accordance with the Contract Documents, including the Notice to Contractors, Instruction to Contractors, general specifications, contractor's proposal form, and agreement on file in the office of the CITY OF PONCHATOULA/HAMMOND, all of which are made a part hereof as fully as if set out herein and hereby become a part of these documents.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the Owner agrees to pay for the work at the prices stipulated in the Contractor's Proposal such payment to be in lawful money of the United States, and payment shall be made at the time and in the manner set forth in the Contract Documents.

This Contract shall become effective immediately upon, and as of the date all necessary parties hereto have approached and signed the same.

IN WITNESS WHEREOF the Mayor of the CITY OF PONCHATOULA/HAMMOND, Louisiana has hereunto subscribed his/her name and \_\_\_\_\_, Contractor, has also hereunto subscribed his/her name on the days and dates set forth after their various signatures.

Owner:

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2022, in Ponchatoula/Hammond, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF PONCHATOULA/HAMMOND,  
LOUISIANA (seal)

\_\_\_\_\_

BY: \_\_\_\_\_

ROBERT F. ZABBIA, MAYOR PONCHATOULA  
PETE PANEPINTO, MAYOR HAMMOND

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

CONTRACTOR:

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2022, in Ponchatoula/Hammond, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

\_\_\_\_\_  
(seal)

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER**

STATE OF LOUISIANA:  
PARISH OF TANGIPAHOA:

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

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
  
- (2) He is fully informed regarding the preparation and content of the attached Proposal and of all pertinent circumstances regarding such Proposal;
  
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
  
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Proposer or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF PONCHATOULA/HAMMOND, or any person interested in the proposed Contract; and
  
- (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 Proposer or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

Company Name: \_\_\_\_\_

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

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN TO BEFORE ME, NOTARY PUBLIC, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**PERFORMANCE BOND**

To these present personally came and intervene \_\_\_\_\_, herein acting for \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney-In-Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, CITY OF PONCHATOULA/HAMMOND, Louisiana up to the sum of: \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS.

The condition of this performance bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, CITY OF PONCHATOULA/HAMMOND, from all costs and damages which he may suffer by said Contractor's non-performance, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms, of the contract or in the work to be done under it, or the giving by the Owner, CITY OF PONCHATOULA/HAMMOND, of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner, CITY OF PONCHATOULA/HAMMOND, or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions, or other forbearance being hereby waived.

IN WITNESS WHEREOF, the parties herein on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, have executed this agreement in five (5) counterparts, each of which shall, without  
proof of accountancy for the other counterparts, be deemed an original thereof.

WITNESSES: As to Principal

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

WITNESSES: As to Surety

\_\_\_\_\_  
\_\_\_\_\_  
SURETY  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Attorney-In-Fact)  
\_\_\_\_\_