



March 15, 2023

RFP# 23-49 – City of Hammond Recycling Collection Services
City of Hammond
310 East Charles Street
P.O. Box 2788
Hammond, LA 70404-2788
Attention: Purchasing Department

Dear City Officials:

After a thorough review of the language in the City of Hammond Request for Proposal Recycling Collection Services, WM regrets that we are unable to respond to your RFP. We anticipate that the City will receive competitive responses to this request for service from other waste and recycling collection companies operating in South Louisiana.

Even though we are unable to respond to this request at this time, we hope you will consider WM as one of your options for future solid waste and recycling collection services for Hammond. If you have any questions concerning this letter, please contact me at 225-226-0667 or dhains@wm.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'dh', is placed below the word 'Sincerely,'.

Donald Hains
Community & Municipal Relations Manager
Waste Management of St. Tammany



**City Of Hammond
Purchasing Department**

**RFP # 23-49
For**

City of Hammond Recycling Collection Services

**Sealed proposals shall be received by:
Purchasing Department
City of Hammond
310 East Charles Street
PO Box 2788
Hammond, LA 70404-2788**

Until

10:00 a. m. on March 15, 2023

At Which Time All Proposals Will Be Opened and Read Aloud

This is the Proposal of:

Date: 3/15/2023

Company: WM of Louisiana, L.L.C.

Section 3 Business/WBE/SBE/MBE/DBE: _____

Address: 15505 Industry Way

City: Walker **State:** LA **ZIP Code:** 70785

Person to Contact: Donald Hains, Public Sector Solutions

Phone: 225-226-0667 **Fax:** _____

Email: dhains@wm.com

Your Proposal is important to us.

However, should you choose NOT to submit a Proposal for this project, the City would still ask you to complete this sheet and indicate "No Proposal". This shall NOT affect your participation in future RFPs, but only serve as a means of verifying you received notification of this RFP.

Section 3 Business/WBE/SBE/MBE/DBE

The City encourages Proposals from Section 3 businesses, Woman Business Enterprises, Minority Business Enterprises, Small Business Enterprises, and other potentially Disadvantaged Business Enterprises. If your company is one of these types of businesses, please indicate "Section 3," "WBE," "SBE," "MBE," or "DBE" in the space provided above.

Nondiscrimination Requirements

By submitting and signing this Proposal, the Proposer agrees to comply with 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.

The Proposer also agrees to keep informed of and comply with all federal, state, and local laws, ordinances, and regulations that affect the Proposer's employees or prospective employees.

Scope of Work

Work under RFP 23-49 shall consist of one disposal site drop-off located at 18104 Hwy 190 East, Hammond, LA 70401 for recyclables. Contractor provides the 30-yard roll-off dumpster and empties the dumpster as needed, up to three (3) times per month. The base service will consist of the Contractor collecting, hauling and processing recyclable materials from this single-stream drop-off location to an appropriate material recycling facility or facilities, depending on the type of recyclables collected and processed. Contractor will submit monthly reports and/or tickets documenting the total volume of recyclables collected and accepted at the processing facility and whether any recyclables were refused due to contamination and what quantity was transported to the landfill.

Recyclable Material

The recyclables collected will include aluminum cans, newsprint, plastics, tin cans, mixed paper and/or other materials mutually agreed to by the Contractor and the City. 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 City. 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 Cans**: Steel food containers should be rinsed prior to placement in the recycling bin.

Material Recycling Facility

All recyclable materials collected and transported by Contractor shall be delivered to an approved DEQ materials recycling facility. The Contractor must identify on the RFP Form the material recycling facility to which the Contractor will deliver all recyclable materials collected and transported under this Contract for processing. If the location of the materials recycling facility changes during the term of the Contract, the Contractor must notify the City in writing.

Securing Loads

The Contractor shall secure all loads being transported under the terms of this Contract. The Contractor agrees to immediately clean up all accidental spills or discharges and to promptly notify the City of such spills.

Weight Receipts

Contractor shall provide weight receipts/tickets upon request by the City of Hammond for single-stream recyclables collected and also for any quantities rejected and transported to the landfill.

Term

The Contract shall cover the period from April 1, 2023 through September 30, 2027 or an equivalent period depending upon date of Contract award. This Contract may be renewed at the expiration of the initial term at the request of the City of Hammond. The renewal may be for up to five (5) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term should be mutually agreed to by the parties, however, in no instance will the contract price adjustment for a renewal period exceed three percent (3%).

Price Adjustments

The City will consider annual requests for Contract price rate adjustments based on the following:

- A. A sustained decline in recyclable material commodity prices since the beginning of the current term of the Contract that will result in a net cost for material recovery facilities to process the materials.
- B. A sustained increase in disposal gate fees charged at material recovery facilities or recycling transfer stations that receive materials from the City. Request for pricing adjustments will be considered only when supported by market indices data, weight measurements and receipts, past and current disposal fees, and other supporting documentation are provided by the Contractor as requested by the City.

Instructions to Proposers

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

RFP packages are mailed only as a courtesy. The City of Hammond does not assume responsibility for proposers to receive RFP packages. Proposers should rely on advertisements in the local newspaper, the City website (www.hammond.org), online at Bid Express (www.bidexpress.com) or by personally picking up RFP packages with specifications. Full information may be obtained, or questions answered, by contacting the Purchasing Manager at purchasing@hammond.org or 985-277-5633.

The RFP Number, Proposer's Name, Address, Louisiana Contractor License Number and RFP Opening Date shall be clearly printed or typed on the outside of the proposal envelope, if mailed. Only one (1) proposal shall be accepted from each proposer. Alternates shall not be accepted unless specifically requested in the RFP specifications. Proposals can be delivered, mailed, or submitted online through Bid Express.

The delivery method of proposals is the responsibility of the proposer. All proposals shall be received by the Purchasing Department, Hammond City Hall, 310 East Charles Street, Hammond, Louisiana, on or before the specified RFP opening date and time.

Proposals shall be accepted only on the RFP forms furnished by the City of Hammond Purchasing Department. The City of Hammond shall only accept proposals from those proposers in whose name the RFP forms and or specifications were issued. Altered or incomplete proposals forms, or use of substitute forms or documents, shall render the proposal non-responsive and subject to rejection.

The RFP package, including the specifications and copies of any addenda issued, shall be submitted to the Purchasing Department as the RFP.

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

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

If proposing "equivalent" products, specifications, illustrative literature and any deviations shall be submitted with proposal. Representative samples shall be submitted upon request, if appropriate.

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 City a “certificate of insurance” meeting aforementioned requirements with the City of Hammond 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 City 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 City harmless and indemnified for all such damages and claims for damages.

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, all attorney fees, and judgments of every nature and description made, brought or recovered against the City 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 City, provide satisfactory proof that all assessments or compensation payable to the Worker’s Compensation Board have been paid and the City 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.

Sealed RFP Form for RFP 23-49

As a qualified proposer for the project, I have carefully examined all of the RFP 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 RFP specifications.

I hereby acknowledge that I have received the following addenda and they are reflected as part of this proposal,

List by date and addendum number _____

I certify that I am duly licensed in Louisiana to perform the work. Louisiana License # _____

Proposal Amount

Proposer agrees to Furnish All Material, Supplies and Services in complete accordance with all RFP 23-49 Specifications for the sums indicated:

One disposal site drop-off for recyclables and Contractor provides 30-yard roll-off dumpster and emptied three (3) times per month:

\$ NO-BID per month for 30-yard roll-off dumpster rental

\$ NO-BID per emptying of roll-off x 4 times/month = \$ _____ (total)

\$ NO-BID per ton

\$ NO-BID any additional costs (please describe)

Material Recycling Center	Contact Information	Address
1.		
2.		
3.		

dbh

Signature of Proposer

WM of Louisiana, L.L.C.

Company Name

The above signature on this sealed proposal certifies that proposer has carefully examined the instructions to proposers, terms and specifications applicable to and made a part of this sealed proposal package. Proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this Sealed RFP.