

INVITATION TO BID
CITY OF NEW ORLEANS, DEPARTMENT OF FINANCE, PURCHASING BUREAU
CITY HALL, 1300 PERDIDO ST., ROOM 4W07, NEW ORLEANS, LA 70112

Email: purchasing@nola.gov

THIS IS A FORMAL CITY BID SOLICITATION FOR MATERIALS, EQUIPMENT, SUPPLIES, OR NON-PROFESSIONAL SERVICES. INTERESTED PERSONS SHOULD CAREFULLY READ AND ATTEND ALL STATED INFORMATION AND REQUIREMENTS, INCLUDING SUCH CONTAINED IN ATTACHMENTS.

BID TYPE:	<input checked="" type="checkbox"/> Materials, Equipment, Supplies <input type="checkbox"/> Non-professional Services	PROPOSAL NO. 3001-01074	ISSUE DATE: February 23, 2011
		SPONSORING CITY DEPT. OR AGENCY: SANITATION	
BID DESCRIPTION: (as detailed in Attachment A) CURBSIDE RECYCLING CARTS			
BID CONFERENCE:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Optional	<input type="checkbox"/> Mandatory-The City will receive bids only from persons/firms shown on the City's attendance list.
	Date:	Time:	Place: <input type="checkbox"/> <input type="checkbox"/> Purchasing Conf. Room, #4W05, 4 th Fl. City Hall, 1300 Perdido St., New Orleans, LA 70112
<p><i>Note: The City may prepare a conference report showing attendance, summarized Q&A, and matters discussed. Substantive questions must be submitted by proposers in writing to the <u>Point of Contact</u> no later than (7) seven days prior to bid opening. The City will publish any such report by Invitation to Bid Addendum posted to the Purchasing website (http://www.purchasing.nola.gov/bso/login.jsp) and provide it in the Purchasing Bureau two working days after the conference. <u>The published conference report is the exclusive, authoritative record of City statements at the conference.</u></i></p>			

BID INSTRUCTIONS: Failure to satisfy instructions may render bids non-responsive and remove them from the competition. Bid submissions are City property. Bidders should mark documents or information claimed confidential and justify any claimed exemption from public records disclosure. The City will not credit blanket confidentiality claims. All bids remain valid for 60 DAYS after the bid opening. Specification references to certain brands, makes, or manufacturers state only general style, type, character, and quality desired. Equivalent products are acceptable. The City is not responsible for bid costs. Procurements produce no exclusive right to City work or purchases. Bidders commit to abide by City Code, Chap. 2, Art. XIII, Sect. 2-1120, adopted by City Ord. No. 22,888 M.C.S. (relative to the operations and authority of the City Inspector General). <u>Bidders should closely monitor the purchasing website for new or revised specifications, bid instructions, notices, etc.</u> "La. Public Bid law (RS 38:2212 et seq.) may apply to solicitations for Public Works and Materials & Supplies purchases."			
SUBMISSIONS DUE:	Date: 17-Mar-11	Time: 11:00 A.M.	Place: Purchasing Bureau, Rm 4W07 City Hall, 1300 Perdido St., New Orleans, LA 70112
<i>Note: The City will not accept or consider bids delivered by fax, at any other location or email address, or past the deadline.</i>			
SUBMISSION PACKAGE:	<u>EITHER:</u> SEALED ENVELOPE bearing the proposal number OR ONLINE AT http://purchasing.nola.gov/bso/login.jsp <i>Note: Bidders should submit bids according to means that produce a written proof of delivery. The City will not credit delivery claims lacking a written proof of delivery.</i>		
PRICING:	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Bidders shall quote prices in the unit of measure specified, excluding excise and/or sales taxes unless otherwise provided, F.O.B. agency warehouse or job site designated by the Purchasing Bureau within City limits.		
REQUIRED CONTENTS:	(1) EITHER: TYPED OR PRINTED BID , bearing original signature IN INK by the bidder or authorized representative, on the bid form provided in Attachment "C" with required attachments, <u>and receipt of all addenda acknowledged.</u> OR BID SUBMISSION ONLINE at http://purchasing.nola.gov/bso/login.jsp completing bid quote online and attaching required bid documents including <u>receipt of all addenda acknowledged online.</u> (2) IF SOMEONE OTHER THAN A CORPORATE OFFICER SIGNS FOR THE BIDDER/CONTRACTOR, A COPY OF A CORPORATE RESOLUTION OR OTHER SIGNATURE AUTHORIZATION SHALL BE REQUIRED FOR SUBMISSION OF BID. FAILURE TO INCLUDE A COPY OF THE APPROPRIATE SIGNATURE AUTHORIZATION, IF REQUIRED, MAY RESULT IN THE REJECTION OF THE BID UNLESS BIDDER HAS COMPLIED WITH LA. R.S. 38:22L2(A)(L)(C) OR RS 38:2212(O)		

OTHER CONTENTS:	<p>REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO .A bid bond or security in an amount not less than <input type="checkbox"/> \$ _____ or <input type="checkbox"/> five percent (5%) of bid amount, conditioned on the bidder's failure to execute a contract with the City to supply the specified goods or services.</p> <p>If submitting a bid online, electronic bid bond submission is enabled through two participating surety agencies or clearinghouses, InSure Vision Technologies and Surety2000. Contact your bonding agent for information about submitting Bond Validation Numbers Online.</p> <p>If submitting a bid via sealed envelope, the City will accept a cashier's check, certified check or satisfactory bid bond payable to the City of New Orleans.</p> <p><i>The City will retain bid securities of the three lowest bidders until the Contract is executed or until final bid disposition. The City will return other bid securities after the bid canvass. At contract execution, the City will return bid securities not forfeit for failure to execute a contract with the City.</i></p>
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<p>AWARD: The City will open the bids in public at <input checked="" type="checkbox"/> the Purchasing Bureau or <input type="checkbox"/> _____ immediately following the bid deadline. It may require additional information from bidders and conduct inquiries to determine the bidder's responsibility or the accuracy of furnished information. Subject to merit-based cancellation and confirmed city funding, the City will award the procurement to the responsible bidder that submitted the lowest responsive bid. The City may award any options or separate work categories separately or together.</p>
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CONTRACT:	
TYPE:	<input type="checkbox"/> None: Thing or service obtained by purchase order. <input type="checkbox"/> Fixed Price: Gets the specified thing(s) or service(s) at the bid price. <input checked="" type="checkbox"/> Requirements/Price Protection: Gets a commitment to supply the thing(s) or service(s) at bid price at City request during term.
TERM:	APPLIES? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> _____ year[s] with City option to renew. <input checked="" type="checkbox"/> As provided in specifications, terms, & conditions.
PROVISIONS:	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO The contract will contain the additional terms and conditions shown at Attachment "B" hereto.
ADDITIONAL NEEDS: Selected bidder must satisfy indicated needs before it receives a contract.	REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PERFORMANCE BOND: Supply a performance bond acceptable to the City within ten days after notice of award, issued in the sum of: <input type="checkbox"/> _____ % of bid amount. <input type="checkbox"/> \$ _ _ <input type="checkbox"/> Specified amount
	REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PAYMENT BOND: Supply a payment bond acceptable to the City within ten days after notice of award, issued in the sum of: <input type="checkbox"/> _____ % of bid amount. <input type="checkbox"/> \$ _ _ <input type="checkbox"/> Specified amount
	REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO INSURANCE: Supply Insurance certificates showing coverage required in the specifications.
	REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PERMITS: Supply copy of all applicable and required permits and licenses;
	REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TAX CLEARANCE: Supply a City tax clearance showing no delinquency in City taxes;
	REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO CONVICTED FELON AFFIDAVIT: Required by City Code Sec.2-8c;
	REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO NON-SOLICITATION AFFIDAVIT: Required by City Code Sec. 46-51.;
FEES:	The contractor is responsible for any recordation, notary, and copy fees.

POINT OF CONTACT:	<p>Direct inquiries to: Name: CYNTHIA S. LEAR, DIRECTOR, Address: 1300 PERDIDO STREET, ROOM 1W03, Telephone (504) 658-3800. E-mail:CSLEAR@NOLA.GOV. <u>Prospective bidders are prohibited from contacting City employees or officials, other than the designated purchasing official or Point of Contact about this procurement prior to the deadline for submitting bids.</u></p> <p><i>NOTE: Solicitation changes issue by formal addendum ONLY.</i></p>
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ATTACHMENTS:	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "A" Specifications
	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "B" Contract Terms and Conditions
	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "C" Bid Form

ATTACHMENT "A"

1. GENERAL SPECIFICATIONS

NOTICE: THIS SPECIFICATION WILL PRODUCE A NON-EXCLUSIVE "REQUIREMENTS" CONTRACT. THE CONTRACTOR WILL PERFORM ONLY BY AND ACCORDING TO SPECIFIC CITY ASSIGNMENT. NOTHING REQUIRES THE CITY TO ISSUE OR MAINTAIN ANY ASSIGNMENTS HEREUNDER.

Contractor understands that this is a requirements contract. This contract does not guarantee any purchases will be made. Orders will only be placed when the City identifies a need and issues a purchase order to provide the materials or supplies or perform the specified services requested herein.

The Contractor must receive an approved purchase order from the City of New Orleans Department of Finance Purchasing Bureau prior to beginning all work or acceptance and processing of all orders. Only the City Purchasing Agent or authorized City deputies have authority to place orders Chargeable to City funds. Contractor may contact Department personnel listed on the purchase order to verify the authority of the employee placing the call.

Claims against the City of New Orleans are payable only on invoices, reference City of New Orleans purchase order number, rendered to Bureau of Accounting, Room 3W02, City Hall, 1300 Perdido St., New Orleans, LA 70112.

The City reserves the right to cancel purchase orders within a reasonable period after issuance. Should a purchase order be canceled, the City agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The City will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or performance of services prior to issuance of a purchase order.

Background: The City of New Orleans is implementing a curbside recycling program which will begin in 2nd Quarter of 2011. In order to implement the program, the City intends to purchase 50,000 curbside carts with a size of approximately 64 gallons which will include Radio Frequency Identification (RFID) tags for the tracking of carts.

2. TECHNICAL SPECIFICATIONS

- a. Specifications listed below are used to denote the quality standard of product required and they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equivalent products will be acceptable.
- b. Carts shall that meet (American National Standards Institute (ANSI) Standard Z-245.60-1999 for universal dumping mechanisms. The color of the containers shall be a black body color and black lid as approved by the City

CITY OF NEW ORLEANS
INVITATION TO BID

- c. Parts Uniformity: All containers, lids, and related components shall be uniform in design, material and tolerance throughout the entire quantity of units furnished under this specification.
- d. Training: The Contractor shall provide ongoing, professional, technical training to City personnel, as required, to enable the on-site and/or shop repair of containers. This training shall be provided to the City at no cost.
- e. Material Substitution: The contractor shall not change, alter or substitute any materials or component parts used in the fabrication, manufacture, installation or assembly of the container without the express written approval of the Director of Sanitation. Any container bodies, lids, wheels or component parts found to have been fabricated, manufactured, installed or assembled with unapproved, substitute materials or parts shall be considered non-compliant and subject to rejection by the City and replacement by the contractor to correct specifications at no cost to the City.
- f. A complete manufacturer certified itemized list of all plastic components shall be provided by the bidder with the bid. The list shall include, for each item, the type of resin and the manufacturer, material (including density), melt strength, flexural modulus, environmental stress cracking resistance, impact resistance and accelerated ultraviolet resistance. In addition, the bidder shall provide any testing data available that will establish the strength and durability of the container and its component parts under the conditions it will be exposed to in the City. All testing data shall cover the temperature range specified.
- g. Quality Control: The bidder shall utilize industry recognized standards and procedures to insure that a satisfactory level of quality control is maintained in all stages of the manufacturing and assembling process. Employees of the City, or agents acting on behalf of the City and accompanied by City personnel, shall have open access to all manufacturing facilities and areas in order to assure that proper quality control standards are being met and that the containers and their component parts are being manufactured in compliance with these specifications.
- h. Stability: The container, when empty shall be stable and not blow over in winds up to **38 MPH**. The container shall be designed to be stable and self-balancing when in the upright position, whether loaded or unloaded, and with lid in either the closed or open position. Bidder shall provide documentation of wind tunnel testing
- i. Wearability: The container shall withstand wear in the intended application, including bottom wear and permanent deformation, from loading and unloading of solid waste. The bottom shall be protected from damage through the warranty period by wear pads or strips or other means designed to withstand abrasion and wear resulting from contact with asphalt, cement and other rough surfaces. Should the bottom fail during the warranty period, the contractor will provide the City at no charge a complete cart (replacement parts will not be acceptable).
- j. Durability: All containers shall provide durability in hot and cold temperature environments with temperature extremes ranging from 0°F to 130°F under normal loading conditions. In addition, the container shall have a life expectancy of not less than ten years, during which time, the container and its component parts shall maintain their original strength, shape and appearance, be resistant to blows, kicks, squirrel and other rodent penetration, requiring no routine maintenance and, in general, be maintenance free. Any component hardware

CITY OF NEW ORLEANS
INVITATION TO BID

(excluding wheels, lids, frames or bars) that fail during the ten year warranty period shall be replaced with a complete and new container at no cost to the City. No partial replacement (i.e. replacement part) will be acceptable (excluding wheels).

k. Appearance: In order to stabilize the container against deleterious effects of ultraviolet radiation for a ten (10) year period, the container body, lid and all plastic components shall be prepared to be uniform in color so that the plastic material does not alter appreciably in normal use. Plastic resins utilized for the fabrication of the container body, lid, and component parts shall contain not less than 0.5 percent (one-half of one percent) of U.V. 531, or the approved equivalent, which has been incorporated into the material in accordance with industry standards to provide maximum stabilization. The color blending process shall result in the thorough homogeneous distribution of the particles within the plastic material to assure that no mottled coloring or "windows" occur through which ultraviolet radiation could penetrate. The color shall remain constant from container to container for the entire quantity of units supplied. The color will be a standard color to be determined by the City. The interior surface of the container shall be smooth and free from crevices, recesses, projections or other obstructions where refuse could become entrapped or entangled. Interior surface and shape shall assure free and complete flow of solid waste contents from the container when in the dumping position. The exterior surface shall be smooth and uniform with no structures that could present a hazard or nuisance.

l. Dimensions: The cart shall have a capacity of 64- 68 gallons level full. The cart shall be capable of accommodating, without distortion, damage, or reduction in function or maneuverability, a load weighing up to 230 pounds, exclusive of the weight of the cart.

HEIGHT (Cart Only)
43" Max.

WIDTH
26" Max.

WEIGHT (Assembled)
40 lbs. Max.

m. Dimensions Gripping Surface Diameter shall be maximum at top circular section.

n. Cart shall be generally circular (or oval) in shape so as to eliminate any potential hang up spots in the container bottom when automatic collection system is used. Flat sections are acceptable on all four sides but corners must be rounded.

o. Plastic Materials: Body and Lid: The body and lid of the cart shall each be formed as one piece respectively.

For vacuum molded, blow molded, or rotationally molded carts, wall thickness shall be: 1) body side, bottom and corner wall thickness shall not be less than 0.120 inch minimum, 0.145 inch average; 2) lid thickness for all carts shall not be less than 0.100 inch minimum, 0.120 inch average. Body side, bottom and corner wall thickness shall not be less than 0.175 inch minimum for injection molded carts, and not be less than 0.250 inch for foam injection molded carts. The City of New Orleans shall determine the number and location of representative structurally significant points of measure to determine minimum thickness and to establish average thickness.

p. Additional Container Requirements: Each container shall be equipped with a minimum 5/8" diameter solid steel cadmium plated (or equal) axle and two plastic blow molded wheels 9 1/2" minimum diameter with 1.75 – 2 inch minimum tread width. The wheels and axle shall be positioned on the container to enable it to be pushed or pulled with little effort either when empty or when loaded up to and including the unit capacity. The wheels and axle shall be capable of bearing and transporting a fully loaded container on a level, sloped or stepped surface in two directions. The wheel and axle assembly shall be securely attached to the body of the container and shall not be capable of being removed by hand or with

CITY OF NEW ORLEANS
INVITATION TO BID

ordinary tools. Container must be provided with adequate foot fulcrum or tipping leverage point directly on an axle.

- q. **Marking:** The container shall generally appear clean and free of markings. No exterior stickers other than usage instructions shall be placed upon the container by the bidder. Company names, logos and trade marks, shall be molded or hot-stamped onto the body of the container only and shall not be enhanced with color. The Contractor shall submit an example of all designs and markings for approval by the City. The City reserves the right to change, add or delete markings or their positions on the containers.
- r. **Serial Numbers:** The body of each container shall be marked with a unique, sequential, six-digit, alpha-numeric serial number to identify the container as specified by the Director of Sanitation. The serial number shall be permanently hot-stamped onto the container in numerals and letters no less than 1 inch in height, white in color, and be positioned to be readily seen and not more than 12 inches below the top lid of the container.
- s. **City Identification:** The cart lid shall include an information label that includes the City logo as specified within the attached graphic. The information label shall be permanently hot stamped or embossed on the top of the lid of each container. The City is providing a graphic as a separate attachment. The size of the graphic may be adjusted to fit the cart lid with approval of the City. The serial number and bar code shall be on the back of the cart with letters not less than 2 inches in height, white in color. The City would like to see pricing on both in-mold and hot stamp labeling for carts and will decide which to use at a later date. Please indicate the price differential per cart.
- t. **Instruction:** A list of precautionary instructions and of materials that may not be placed in the container shall be hot-stamped or molded to the lid or the container body in a position readily visible when the container is being used. The wording and positioning of these precautionary instructions shall be subject to the Sanitation Director's approval.
- u. **Warranty:** The Contractor (successful bidder) by submitting a bid, warrants as provided in this section, all materials and workmanship of the containers, including lids, hardware and all component parts against deficient or defective materials or workmanship, and against failure in normal and regular use for a period of one hundred and twenty (120) months after delivery.

Any containers, lids, hardware or component parts that fail by reason of improper or inadequate materials, or defective workmanship shall result in the complete replacement of the entire unit. No individual replacement parts will be allowed. Failure due to insufficient resistance to weathering, penetration by squirrels and other rodents or from any cause other than negligent or abusive use, shall be deemed to be due to improper or inadequate materials or defective workmanship.

Any containers, including the lid, hardware, and all component parts, that through normal and regular use do not continuously perform in the design and intended manner due to, but not limited to, the occurrence of one or more of the factors listed below, shall be considered to be defective in design, material and/or workmanship and shall be covered by the terms of this warranty:

1. Failure of the lid to prevent rainwater from entering the container when closed on the

CITY OF NEW ORLEANS
INVITATION TO BID

- container body.
 2. Failure of the lid and/or container body in insufficiently preventing penetration by squirrels or other rodents.
 3. Damage to the container body, the lid, or any component parts through opening or closing the lid.
 4. Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed.
 5. Failure of the lid latch, if provided, to continuously function as originally designed and intended.
 6. Failure of any metal components, to remain free of red rust and corrosion.
 7. Failure of any portion of the bottom of the container body to remain impervious to damage or wear through normal use after repeated contact with rough and abrasive surfaces.
 8. Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential products/chemicals other than those listed by the Contractor.
 9. Failure of the rubber tires to remain in place and fully serviceable, as designed.
 10. Failure of the container body, lid hardware or any component parts to maintain their original shape.
 11. Failure of the wheels to provide continuous easy mobility, as originally designed or intended.
 12. Failure of any container, container body, lid, wheels or other component part to conform to the minimum standards specified herein
 13. Damage or failure to container or assemblies caused by any incompatibility of the container and the City's hydraulic dumping units for automated or semi-automated refuse trucks.
- v. **Pricing:** Pricing shall include all peripheral costs including, but not limited to, a ten year full replacement warranty, transportation, training and technical assistance, and all markings specified therein.

Determination of the apparent low bidder shall be based upon the total of items 1, 2, and 3 on the bid form.

The pricing for additional carts purchased twelve (12) months after contract execution shall be based upon the bid price, adjusted up or down, based upon the average prior year Producer Price Index for the plastic cart material. The cost shall not exceed 5% annually. It is incumbent upon the Vendor to notify the City Sanitation Director 30 days prior to annual renewal in order to have the current unit price for additional carts adjusted.

- w. Containers purchased under this contract must be compatible with existing cart lifting equipment currently being used on the City's fleet as well as automated cart lifters.
- x. The City reserves the right to require any or all bidders to provide up to four carts for evaluation upon request.
- y. Each bidder shall submit a list of all municipal clients that have purchased the size cart specified for the last 10 years.

3. DELIVERY

- a. The City anticipates collecting recyclable materials beginning May 2, 2011. The cart manufacturer shall be responsible for assembly and delivery of 50,000 carts to individual households

CITY OF NEW ORLEANS
INVITATION TO BID

- b. **Schedule:** Cart manufacturer shall provide a schedule for delivery of all carts with the understanding that the City desires the shortest possible schedule so that carts will not be misused prior to the start of the recycling program. Under no circumstances shall cart manufacturer begin delivery prior to April 1, 2011.
 - c. **Cart Delivery and Cart Serial Number:** Regardless of whether the RFID system is selected, the City shall require a database with the serial number and physical address of each cart which the manufacturer has delivered in a Microsoft Excel format on a CD.
4. **RFID INTEGRATION:** The City of New Orleans is considering the use of RFID tags to generate feedback on participation rates and perhaps in the future be used as part of an incentive program.
- a. Please provide a separate price on the price proposal page to equip each container with an Ultra High Frequency RFID tag, installed into the cart body (with no exposure to the outside elements) along with a Serial Number and associated Bar Code that is branded on the front of each container. Adhesive or Sticker RFID tags and Bar Codes will not be acceptable. To avoid interference with the containers contents / materials, RFID tags placed inside of the container are unacceptable.
 - b. **RFID Tag and Bar Code Association:** RFID pricing shall include a database which provides an association between each container's RFID Tag, Serial Number, Bar Code and delivery address. It is the cart manufacturer's responsibility to provide the data base in a format usable and updateable by the City of New Orleans that includes the association information. The data base must include each container's RFID Tag, Serial Number, and Delivery location. The manufacturer shall provide the database to the City of New Orleans upon completion of the delivery of all curbside recycling containers.
 - c. **Software and Hardware:** RFID pricing section shall include all software and hardware necessary to collect data as recyclable materials are collected on the route and to support future cart purchases, delivery and repair data. Detail shall be provided as to the exact equipment required, its capabilities, i.e., range, and optional equipment the City may want to consider. Cost for maintenance and software upgrades must be detailed and cart manufacturer must provide guarantee of availability and pricing guarantees for the life of the carts.
 - d. **References:** References shall be provided from cart manufacturer's customers who are utilizing the proposed RFID system and information provided as to the number of years the system has been utilized.

CITY OF NEW ORLEANS
INVITATION TO BID

A. Insurance

1. Requirements

a. Basic:

(1) With respect to performance of the Services under this bid, the Contractor shall purchase in its name and maintain at its sole cost and expense, insurance as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's performance and/or furnishing of the services, whether performed and /or furnished by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods, products or services, or by anyone for whose acts any of them may be liable. Any insurance carried by the City shall be excess and not contributing insurance. The limits may be met by purchasing an umbrella or excess policy meeting both requirements.

(2) The total limit of insurance must be equal to or greater than the minimum acceptable not less than limits indicated below. If any policies contain a deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for employers' liability, general liability, and auto liability policies.

(3) The City of New Orleans, its elected and appointed Officials, Boards, Commissions, agents, directors, servants, employees and volunteers shall be named as an Additional Insured on the Contractor's liability insurance program.

(4) If the Contractor's liability insurance program does not contain the standard ISO separation of insureds provision, or a substantially similar clause, then they shall be endorsed to provide Cross Liability coverage.

(5) The Contractor shall endorse their policies (as applicable) to contain Waiver of Subrogation Endorsement to include written contracts in favor of The City of New Orleans, its elected and appointed Officials, Boards, Commissions, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

b. Types and Amounts

(1) WORKERS' COMPENSATION:

(a) State Act - Louisiana Statutory Requirements;
Other States coverage;

(b) Employer's Liability coverage with limits of not less than \$500,000/\$500,000/500,000.

CITY OF NEW ORLEANS
INVITATION TO BID

(2) COMMERCIAL GENERAL LIABILITY:

(a) Commercial General Liability Form CG 00 01, or pre-approved alternative; limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and shall include products completed operations coverage with a limit of not less than \$2,000,000 aggregate;

(b) Use Form CG 2010;

(c) The insurance shall cover liability arising from independent contractors and liability assumed under an insured contract.

Note: *The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the services in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy.*

(3) COMMERCIAL AUTO:

(a) Limit of not less than \$500,000 Combined Single Limits for bodily injury and property damage;

(b) Such insurance shall include coverage for Any Auto **or** All Owned Autos **and** Hired and Non Owned Autos.

2. General Specifications

a. Contractor's Liability Insurance: If applicable, the Contractor shall require all sub-contractors to maintain, in limits equal to or greater than the Contractor's, the same insurance coverage for Work performed or materials provided for the Work. The Contractor shall insert this requirement in all contracts or agreements, whether written and/or oral, with all entities and/or persons who perform any Work under this contract. At no time shall the Contractor allow any sub-contractors to perform Work without the required types and limits of insurance coverage. In the event of a sub-contractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the sub-contractors work, actions, or inactions.

b. General Requirements:

(1) Qualifications of Insurers:

(a) All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current

CITY OF NEW ORLEANS
INVITATION TO BID

requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296) as of the most current edition of A.M. Best's Key Rating Guide.

(b) If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Contract/Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the City. The City reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

(2) Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership shall also be furnished.

(3) Certificates of Insurance: The Contractor shall furnish to the City Certificates of Insurance effecting coverages required in this Contract/Document. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms that are to be received and approved by the City. The City reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

(4) Objection by the City: If the City has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Services on the basis of non-conformance with the Contract, the City shall notify the Contractor in writing after receipt of the Certificates. The Contractor shall provide a written response to the City's objections within ten (10) days from the date of the letter request.

(5) The Contractor's Failure: Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the City, the Contract, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements affect the obligations of the Contractor concerning indemnification.

(6) No Waiver of Liability: Acceptance of evidence of the insurance requirements by the City in no way relieves or decreases the liability of the Contractor for the performance of the Services under the Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or

CITY OF NEW ORLEANS
INVITATION TO BID

eliminate the liability of the Contractor that may arise from the performance of Services under the Contract.

(7) No Recourse Against the City: The insurance companies issuing the policies shall have no recourse against the City for payment of any premiums, deductibles, retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

(8) The City's Liability Insurance: In addition to the insurance required to be provided by the Contractor above, the City, at its option, may purchase and maintain at the City's expense its own liability insurance as will protect the City against claims which may arise from operations under the Contract.

CITY OF NEW ORLEANS
INVITATION TO BID

ATTACHMENT "B"

CONTRACT TERMS AND CONDITIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractors employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.
3. **JURISDICTION:** The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor.
4. **EXTENSION:** This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one-year periods.
5. **"AUDIT AND OTHER OVERSIGHT:** The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General).

City Officials and/or their designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept whether written, electronic or other) relating or pertaining to this contract or agreement (including any

CITY OF NEW ORLEANS
INVITATION TO BID

and all documents and other materials, in whatever form they may be kept which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors.

The Contractor shall maintain such books and records together with such supporting or underlying documents and materials for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request to the City, through its employees, agents' representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for the City.

It is agreed that the contractor will abide by all provisions of City Code Sec. 2-1170, including but not limited to City Code Sec. 2-1120 (12) which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract.

CITY OF NEW ORLEANS
INVITATION TO BID

Bid Proposal No.3001-01074
ATTACHMENT "C"
BID FORM

COMPLETE IN INK

Bidder Information:

Business
Name: _____

Business Tax
ID No: _____

Business
Address: _____

Business
Phone: _____

Business Fax
No: _____

Business E-
mail: _____

By: _____

Signature

Printed Name

Printed Title

Date

TOTAL PRICE ITEM 1 \$ _____

TOTAL PRICE ITEM 2 \$ _____

TOTAL PRICE ITEM 3 \$ _____

BY INITIALING BELOW, BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA ISSUED	One (1)	Two (2)	Three (3)	Four (4)	Five (5)	Six (6)

Bid is valid for NINETY DAYS after the bid deadline.

IF SOMEONE OTHER THAN A CORPORATE OFFICER SIGNS FOR THE BIDDER/CONTRACTOR, A COPY OF A CORPORATE RESOLUTION OR OTHER SIGNATURE AUTHORIZATION SHALL BE REQUIRED FOR SUBMISSION OF BID. FAILURE TO INCLUDE A COPY OF THE

CITY OF NEW ORLEANS
INVITATION TO BID

APPROPRIATE SIGNATURE AUTHORIZATION, IF REQUIRED, MAY RESULT IN THE REJECTION OF THE BID UNLESS BIDDER HAS COMPLIED WITH LA. R.S. 38:22L2(A)(L)(C) OR RS 38:2212(O).

IMPORTANT NOTE: When completing your bid, do not alter City bid form or attach forms which may contain terms and conditions that conflict with those listed in the City's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these channels will be considered a counteroffer to the City's bid.

BID PRICING INSTRUCTIONS

Carts per specs with no barcode or RFID

Item	Description	Quantity	Mfr/ Model	Unit Price	Total Price
1	Curbside Recycling Carts per specifications including assembly and delivery	50,000 ea			

Unit cost for additional carts without delivery but including freight _____

Carts with Barcodes only

Item	Description	Quantity	Mfr/ Model	Unit Price	Total Price
2	Curbside Recycling Carts per specifications including assembly and delivery	50,000 ea			

Unit cost for additional carts without delivery but including freight _____

Additional Hardware and software required for reading barcode (detail unit price)

Carts with RFID Tags and Barcodes

Item	Description	Quantity	Mfr/ Model	Unit Price	Total Price
3	Curbside Recycling Carts per specifications including assembly and delivery	50,000 ea			

Unit cost for additional carts without delivery but including freight _____

RFID System

Additional Hardware required (detail unit price and what is needed per truck)

CITY OF NEW ORLEANS
INVITATION TO BID

Optional Hardware and Cost _____

Address maintenance and guarantees of all hardware items including handhelds:

Software: Detail initial cost of software: _____
Indicate annual cost of software maintenance and upgrades for life of
carts _____

The City desires that the cart manufacturer guarantee the software and RFID tag availability for the
life of the cart. Please provide assurances that the cart manufacturer
agrees _____

Unit cost for additional carts without delivery but including freight _____
How long will you guarantee this price? _____