



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
07/05/16	H1700014

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Marcia Haigh	337-475-5087			000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

Return this bid to McNeese State University
 Purchasing Department, Smith Hall
 150 Lawton Dr. Box 92415
 Lake Charles LA 70605 Lake Charles LA 70609

RESPONSE DUE 07/28/16 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		<p>Request for Sealed Bid (SB)</p> <p>TERMINATION FOR CONVENIENCE: MCNEESE MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION OR NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE.</p> <p>TERMINATION FOR CAUSE: MCNEESE MAY TERMINATE THIS AGREEMENT FOR CAUSE BASED UPON THE FAILURE OF CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE AGREEMENT PROVIDED THAT MCNEESE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE CONTRACTOR'S FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE CORRECTED SUCH FAILURE OR, IN THE CASE OF FAILURE WHICH CANNOT BE CORRECTED IN (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SUCH FAILURE AND THEREAFTER PROCEEDED</p>			

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____ Date _____



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VENDOR:

RESPONSE DUE 07/28/16

No.	Quantity	Description	Unit	Unit Price	Extension
1		<p>Request for Sealed Bid (SB) (Continued...)</p> <p>DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN MCNEESE MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE AGREEMENT SHALL TERMINATE ON THE DATE SPECIFIED IN SUCH NOTICE.</p> <p>THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF MCNEESE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROVIDED THAT THE CONTRACTOR SHALL GIVE MCNEESE WRITTEN NOTICE SPECIFYING MCNEESE'S FAILURE AND A REASONABLE OPPORTUNITY FOR MCNEESE TO CURE THE DEFECT.</p> <p>*****</p> <p>CONTRACT MAY BE RENEWED FOR TWO (2) ADDITIONAL ONE-YEAR PERIODS WITH THE OPTION OF ALL PARTIES, UNDER THE SAME TERMS AND CONDITIONS.</p> <p>*****</p>			
1	1.00	FURNISH LABOR AND MATERIALS TO DISPOSE OF HAZARDOUS (NON-RADIOACTIVE) WASTE MATERIALS	EA		

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Delivery _____ days ARO/TERMS _____

Phone () _____

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THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____ Date _____



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REQUEST FOR BID

DATE 07/05/16	BID NUMBER H1700014
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PURCHASING CONTACT Marcia Haigh	PHONE 337-475-5087	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO. 000029655
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SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

RESPONSE DUE 07/28/16

No.	Quantity	Description	Unit	Unit Price	Extension
1		<p>Request for Sealed Bid (SB) (Continued...) FROM MCNEESE STATE UNIVERSITY FROM DATE OF BID AWARD THROUGH JUNE 30, 2017 AS PER BID SPECIFICATIONS AND INSTRUCTIONS.</p>			

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

TOTAL

Signature _____ Date _____

STANDARD TERMS & CONDITIONS TO BIDDERS
FAX #337-475-5082

PROPOSALS: The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. If returning the bid by Express, be sure bid number and due date are clearly shown on outside of package or envelope.

STANDARDS OF QUALITY AND ANY ALTERNATE: Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternate" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by addendum following the Pre-Bid Conference will be considered for award at the bid opening. DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

SAMPLES/DESCRIPTIVE LITERATURE: The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternate" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

PRICES: Unless otherwise specified by McNeese in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

BID OPENING: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting McNeese during normal working hours. Written bid tabulations will not be furnished.

AWARD OF BIDS: McNeese State University reserves the right to award items separately, grouped, or on an all-or none basis, and to reject any or all bids and waive any informalities incident thereto.

DELIVERY FAILURE: If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified, McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.

TERMINATION OF THIS AGREEMENT FOR CAUSE/CONVENIENCE: McNeese may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that McNeese shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then McNeese may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES _____ NO _____

Specify Line Number(s): _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: _____ (NOTE: If more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? YES _____ NO _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? YES _____ NO _____

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid) to our office (fax #: 337-475-5082), you are certifying compliance with all Terms and Conditions set forth.

Signature & Company Name _____

Date _____

***** MUST BE RETURNED WITH YOUR BID *****

MCNEESE STATE UNIVERSITY

BID RESPONSE FORM

BIDDER NAME: _____

MAIL ADDRESS: _____
CITY STATE ZIP

TELEPHONE NO.: (_____) _____ FAX NUMBER: (_____) _____

SCOPE OF WORK: Furnish labor and materials to dispose of hazardous (non-radioactive) waste materials at McNeese State University for the MSU Hazardous Waste Department for the period commencing upon bid award through June 30, 2017.

I/we do hereby declare that I/we have carefully examined the requirements and criteria, and the terms and conditions for the contract work, and having personally inspected the site, that I/we have a clear understanding of the said bid documents. I/we do hereby propose to provide the necessary tools, machinery, apparatus, and other means for removal and disposal, and to furnish the necessary labor and materials to complete and finish, in a thoroughly professional manner, the proposed contract work for the unit prices indicated in the bid response.

ADDENDA: I/we do hereby acknowledge receipt of the following addenda (if any):

No. ____, Dated _____; No. ____, Dated _____; No. ____, Dated _____

RESPONSE TIME: THE SUCCESSFUL BIDDER WILL BE EXPECTED TO PROVIDE ONE TO TWO DAY SERVICE FOR DELIVERY OF ITEMS SUCH AS OVERPACK DRUMS, FIBER DRUMS, PACKING MATERIALS, ETC.

THE BIDDER SHALL INDICATE THE TIME PERIOD REQUIRED TO PICK-UP PACKAGED MATERIALS AFTER BEING NOTIFIED BY THE UNIVERSITY:

CONTRACT PRICE: See ATTACHMENTS ONE AND TWO.

SIGNATURE TO THE BID PROPOSAL FORM SHALL BE CONSTRUED AS ACCEPTANCE OF THE ITB IN ITS ENTIRETY.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

BID RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of the bid without further consideration.

INSURANCE COVERAGES TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

If Not A.M. Best Rated - State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

2.1 SPECIFICATIONS

McNeese State University desires to enter into an Agreement for Disposal of Hazardous (Non-Radioactive) Waste Materials, such as unused laboratory chemicals, laboratory wastes, industrial wastes from operating services, and non-regulated wastes from the University's campus, in accordance with the specifications hereinafter outlined.

- 2.1.1 Bid prices are to be based on furnishing labor, containers, packaging materials, and equipment necessary for pick-up and disposal of waste under the Department of Transportation and Environmental Protection Agency regulations. The Contractor shall transport the waste to a State-licensed facility and EPA-approved and permitted Treatment, Storage/Disposal Facility (TSDF), as appropriate and provide incineration of the waste. For materials which cannot be incinerated or treated (due to the facility's permit or the materials themselves), the Contractor shall provide preparation of the waste for landfilling in accordance with all Federal, State and Local regulations. All materials to be landfilled or otherwise treated/disposed, including any pretreatment necessary prior to landfilling, shall be specified with the proposal documents as to why such waste can not be disposed of via incineration or treatment.

Waste from the University shall not be co-mingled with waste from any other entity. Laboratory packaged containers ("Lab Pack") shall remain sealed and intact from point of generation to ultimate disposal facility. Liquid waste drums shall not be bulked, blended or in any other way co-mingled with waste from other entities unless prior approval is received from the designated representative of the campus generating the waste.

- 2.1.2 All waste shall be packed, transported and disposed of following all State and Federal regulations for hazardous waste handling as appropriate. The following documents shall be supplied and/or completed by the contractor and signed by the University's representative upon inspection of the documents.

The Waste Data Sheet (WDS) shall be supplied by the Contractor and completed by the University in order to profile all waste to be disposed of by the TSDF.

The Uniform Hazardous Waste Manifest shall be supplied and completed by the contractor and signed by the University's representative, the transporter, and the TSD Facility. The contractor shall return to the University within 30 days of the Manifest date the number two (2) copy of the terminated manifest.

The Land Disposal Restriction Form (LDR) shall be supplied and completed by the contractor and signed by the University's representative. The LDR must specify the treatment methods for the EPA waste codes based on Best Demonstrated Available Technology (DBAT).

The Certificate of Disposal/Destruction (COD) verifying the method of disposal shall be provided by the Contractor with 180 days of the date of the Manifest. The COD must include the Manifest numbers, the destruction date, the method of destruction, and the EPA number of the TSDF.

All Contractors shall specify the guaranteed number of days from the date of pickup that are required to furnish the above referenced certificates. UNIVERSITY WASTE SHALL NOT BE HELD IN STORAGE PRIOR TO DISPOSAL FOR MORE THAN 90 DAYS. If this time frame cannot be met by contractor, such shall be so stated in the technical proposal document, and the reason for this delay.

- 2.1.3 Bids are to be based on unit charges, as pick-ups will be requested as needs arise. No specific volume and no specific number of pick-ups can be guaranteed.
- 2.1.4 Vendor is to list any benefits to the University should chemicals picked up from said facility were to be recycled. Vendor is to list recycling method(s) and facilities at which recycling activities are available.

2.2 ATTACHMENTS ONE AND TWO

Attachments One and Two list labor, containers, packaging materials and equipment the University anticipates using. The Bidder shall include all costs for the proper disposal of the items, e.g. safety equipment, manifest preparation, land ban disposal forms, and any other necessary paperwork to fulfill legal requirements of the applicable regulatory agencies in the bid response. The Bidder shall use these forms for cost responses. If additional prices are required to be quoted, then the Bidder may submit additional responses on a separate sheet containing no foreign conditions.

2.3 DETAILED RESUME

Bid responses should include a detailed resume of the bidder's authority, experience, and overall ability to handle hazardous (non-radioactive) waste material disposal. The resume should be inclusive of the following information:

1. Transporter EPA ID number;
2. Disposal Facility EPA ID number;
3. A list of no less than three (3) clients, inclusive of name, address, telephone number and a contract person, the Bidder has provided hazardous waste material disposal service;
4. Identify by name the on-site lab pack chemist(s) to be provided at the initial start of the contract term and list his or her education and experience as specified hereafter. The minimum requirements for an on-site lab pack chemist is a B.S. Degree in chemistry and one (1) year experience in institutional lab pack service;
5. Identify by name the driver or drivers that may be provided at the initial start of the contract term and list his or her experience to perform the disposal service as specified hereafter. The minimum requirements for the driver(s) is at least one (1) year experience in institutional lab packing;
6. Provide the Educational background and practical job experience of other key personnel that will be involved in the disposal service;
7. Explain the Bidder's capabilities to test or have tested unknown chemicals for identification;
8. A summary of the Bidder's overall qualifications and ability to handle the disposal service.

NOTE: The University reserves the right to request the following information regarding the driver(s) identified in requirement #6 above and the successful Bidder should be prepared to deliver this information immediately upon request:

1. The past and present driving records of transportation truck/waste vehicle operators.

2. Documentation on all spills, incidences, fires, or accidents under investigation by local, state or federal agencies.

2.4 BID AWARD

The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid.

2.5 QUALIFICATION OF CONTRACTOR

The ability of a Contractor to submit a bid shall not be regarded as the sole test of the Contractor's responsibility to perform the contract work. The University reserves the right to make inquiries, require oral presentations, and to conduct investigations as it deems necessary to determine the responsibility of any Contractor to perform the contract work. The Contractor shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Contractor to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

2.6 LICENSED CONTRACTOR CERTIFICATION

All Bidders submitting bid responses in the amount of \$1.00 or more shall certify that they are a properly licensed Contractor under Chapter 24 of Title 37 of the Louisiana Revised Statutes of 1950 in the major classification of Hazardous Materials. The Bidder shall show their license number on the outside of their bid envelope. Bids in the amount of \$1.00 or more not submitted in accordance with this requirement shall be rejected and shall not be read.

GENERAL CONDITIONS

3.1 ASSIGNMENT

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Owner. Any attempted assignment under the contract shall be void and of no effect.

3.2 CHANGES IN CONTRACT

The contract shall not be modified, altered, or changed except by mutual agreement confirmed in writing by the authorized representative of each party to the contract.

3.3 CONTRACT TIME

The Bidder shall be especially attentive to the urgency of the Work and that time is of the essence. The Work shall be completed within the contract time specified or within the time limit as may be extended by the Contract Coordinator.

3.4 EXTENSION OF CONTRACT

The University reserves the right to extend the contract period for two (2) additional one (1) year periods at the same unit prices, terms, and conditions if mutually acceptable to the Contractor. Any renewal shall be subject to continued appropriation of funding to the University by Louisiana State Legislature. In the event the Legislature fails to appropriate sufficient funding, the contract shall be considered cancelled.

3.5 FORCE MAJEURE

The Contractor shall notify the Owner promptly, in writing, of any material delay in performance of said Contract and shall specify, in writing, to the Contract Coordinator the proposed revised performance date within ten (10) calendar days after notice of delay. The Contractor shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance shall be extended for a period equal to the time lost by reason of delay on written approval of the Contract Coordinator.

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the Contract.

3.6 GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Contract or the validity or enforceability of the Contract.

3.7 INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent or willful act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto.

3.8 INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the Contract shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the Owner. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the Owner.

3.9 INSPECTION

The Contractor should visit the site of the proposed Work, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed Work. The Contractor shall be especially aware of the existence of electric, gas, water, telephone and other utilities and facilities which may be in the way of or adjacent to the Work and the Contractor shall plan to do everything necessary to protect utilities and to protect persons and property from injury, damage or loss that may come in contact with these utilities. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

The Contractor shall permit inspection of its operations at any time by the Owner and the Contract Coordinator to determine that standards of quality and cleanliness are being met.

3.10 INSURANCE

The Contractor shall procure and maintain for the duration of the Work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Owner.

3.11 LIENS

The Contractor shall at all times keep the Owner free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment furnished) by the Contractor pursuant to the terms of the Contract. If any such lien shall at any time be filed against Owner's premises in connection with the Work and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10)

calendar days after being notified of the filing of such lien, then the Owner may, without prejudice to any other right or remedy the Owner may have, withhold payment due the Contractor until such lien is removed. The Contractor shall be held liable for all costs and expenses (including attorney's fees) incurred by the Owner in resolving said lien and same may be deducted from any payments due the Contractor under the Contract.

3.12 NOTICES

Any notice required under the Contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the Contractor shall be to the last known address on file with the Owner, unless otherwise amended in the Contract. Notification to the Owner shall be to McNeese State University, Purchasing Department, Box 92415, Lake Charles, LA 70609.

3.13 PAYMENT

The Contractor shall render itemized invoices in duplicate form based upon the amount of the contract work completed. Stated contract work completed shall be subject to the mutual agreement of the Contract Coordinator. All payments are to be processed through the University Controller's Office by mail.

3.14 PERMITS AND LICENSES

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the Contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law.

3.15 PERSONNEL

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services specified under the Contract shall do so in a proper, workmanlike, and dignified manner.

3.16 PRESENCE ON OWNER'S PREMISES

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the Owner's premises shall obey the rules and regulations that are established by the Owner and shall comply with reasonable directives of the Owner's officers.

The Contractor shall be responsible for the acts of its agents and employees while on the Owner's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Owner's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees.

The Contractor shall promptly repair, to the specifications of the Owner's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the Owner's premises or equipment. On the Contractor's failure to make restitution, the Owner may repair such damage and the Contractor shall reimburse the Owner promptly for the cost of repair.

3.17 SAFETY

The Contractor, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the Work.

3.18 SECURITY

The Owner shall provide its routine general security patrols, and intrusion, theft, and fire protections applicable to the area. If the Contractor requires additional security for equipment and property, it shall be provided by, or coordinated through, the Owner's Campus Police Department, for which the Contractor agrees to pay prevailing charges. No other security staff may be employed by the Contractor. The Contractor shall not, except in physically dangerous or other emergency situations, summon public emergency agencies except through the Owner's Campus Police Department (549-2222).

The Owner shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, its subcontractors, employees or agents, which may be stored at the project site.

3.19 STANDARD OF PERFORMANCE

The Contractor agrees to perform the services specified under the Contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

3.20 SUBCONTRACTORS

The Contractor shall perform all major portions of the specified Work without the use of subcontractors. Minor sections of the Work may be subcontracted with the advance written approval of the Contract Coordinator.

3.21 SUPERVISION

The Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees and agents in the areas under the Contract.

3.22 SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the contract, the Contractor shall vacate all parts of the Owner's premises occupied by it and shall restore the premises (together with all equipment furnished) to the Owner in the same condition as when originally made available to the Contractor, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the Owner.

3.23 SURVIVAL

The terms, conditions, representations, and warranties contained in the Contract shall survive the termination or expiration of the contract.

3.24 TAXES

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

3.25 TERMINATION

The University reserves the right to cancel the contract at its convenience upon thirty (30) calendar days written notice via registered or certified mail.

3.26 USE OF OWNER'S FACILITIES

The Contractor, its agents and employees shall have the right to use only those facilities of the Owner that are necessary to perform services under the Contract and shall have no right of access to any other facility of the Owner.

SPECIAL CONDITIONS

1. ACCESS TO RECORDS

The Contractor agrees that the Owner and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to the bid and any resulting Contract.

2. ACCIDENTS

The Contractor agrees that in the event of an accident of any kind and degree, the Contractor will immediately notify the Owner's University Police Department (337-475-5711) and thereafter furnish a full written report of such major or minor accident.

3. COPYRIGHTS AND PATENTS

The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract of which Contractor is not the patentee, assignee, or licensee.

4. DISPOSAL OF NON-HAZARDOUS MATERIALS

The Contractor shall, at all times, keep the premises free from accumulations of trash, waste materials and debris caused by Work. Removal of all trash, waste materials and debris generated by the Work shall be the responsibility of, and at the expense of, the Contractor. Trash receptacles on the University campus may only be used by the Contractor for very small amounts of non-hazardous, biodegradable refuse.

5. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, age, national origin, handicap, disability, veteran status, sexual orientation or in any manner prohibited by law.

6. HAZARDOUS WASTE DISPOSAL

ALL HAZARDOUS (NON-RADIOACTIVE) MATERIALS ARE TO BE INCINERATED unless required by Federal or State regulations to be treated by another available method. Any such exception shall be reported, in writing, to the Contract Coordinator immediately and acknowledged by the Contract Coordinator prior to disposal.

The University understands and agrees that the Contractor has the absolute and unqualified right to reject and refuse to handle any shipment of waste material in the event the Contractor determines that the material does not conform to the description on the Waste Data Sheet completed by the University to the Contractor. If the shipment is rejected, the University will be obligated to pay the entire cost of transportation if such transportation was performed by the Contractor, and to pay the cost of return transportation from wherever the waste was determined to be non-conforming to the University's premises.

The University shall represent and warrant that the Waste packaged, loaded, and removed under the contract shall be the Waste that has been characterized on the Waste Data Sheet submitted by the University and individually listed by name on

the Drum Inventory Sheet during packing and attached to the Waste Data Sheet for reference. The University agrees to prepare and execute a Waste Data Sheet for each type of Waste. Such Waste Data Sheets and their respective Drum Inventory Sheets to be attached will be deemed to be part of the contract.

7. INSPECTION OF CONTRACTOR'S FACILITIES

The University reserves the right, at any time, to inspect, at the University's expense, any and all facilities utilized by the Contractor in the performance of the contract work.

8. KEYS

The Contractor shall be responsible for keys issued to the Contractor, its Subcontractor, its Sub-subcontractor, or anyone directly or indirectly employed by any of them. In the event of loss of any keys, the Contractor shall reimburse the Owner in whole or in part to correct any breach of security resulting. The Owner reserves the right to hold or deduct any costs from payments due the Contractor to insure reimbursement for the security breach caused thereby.

9. LAWS

The Contractor shall comply with all applicable laws, ordinances, rules and regulations of the local, state, and federal government in the performance of the Work.

10. PRESENCE OF CONTRACTOR

The Contractor shall perform the services contemplated by the Work without interfering in any way with the activities of the Owner's students, faculty, staff, or visitors.

11. PUBLICITY

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the Owner without the express written approval of the Owner for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the Owner on its routine client list for matters of reference.

12. UTILITY SERVICES

The Owner shall provide, at the Owner's expense, electric power and domestic cold water at existing outlets for the convenience of the Contractor. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense. The Owner shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

MCNEESE STATE UNIVERSITY

INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE

Before commencing work, the successful bidder shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A-:VI or better and shall provide evidence of such insurance to the University. The A.M. Best rating requirement will be waived for workers' compensation coverage only. The Certificate of Insurance shall provide thirty days prior to cancellation notices of same shall be given to the University by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits.
2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
3. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage. This insurance shall include the following coverage:
 - (1) Owned vehicles;
 - (2) Hired vehicles;
 - (3) Non-owned vehicles.

**ATTACHMENT ONE
(ANNUAL ESTIMATES)**

NAME OF BIDDER: _____

I. MATERIAL:

	<u>EST. # OF CONTAINERS</u>	<u>DESCRIPTION</u>	<u>COST PER CONTAINER</u>	<u>TOTAL COST</u>
A.	40	5 gal fiber/poly drum	_____	_____
B.	0	10 gal fiber drum	_____	
C.	0	20 gal fiber drum	_____	
D.	16	30 gal fiber/poly drum	_____	_____
E.	24	55 gal metal drum	_____	_____
F.	0	30 gal openhead steel	_____	
G.	40	5 gal openhead steel	_____	_____
H.	0	85 gal metal overpack drum	_____	
I.	0	Labpack 55 gal non-reactive repack	_____	
J.	16	Absorbent in 25# bags	_____	_____
K.	0	Labels (each)	_____	
L.	8	55 gal openhead steel	_____	_____

II. LABOR:

Each pickup is expected to require a minimum of two individuals, one laborer and one chemist, for approximately 10 hours. If bidder proposes other labor, it should be noted on the bid response form.

	<u>EST. # OF HOURS</u>	<u>TYPE OF LABOR</u>	<u>COST PER HOUR</u>	<u>TOTAL COST</u>
A.	0	Supervisor	_____	
B.	32	Chemist	_____	_____

C.	32	Laborer	_____	_____
D.	0	Per Diem	_____	_____

Notes (if any): _____

III. TRANSPORTATION:

Include vehicle cost, mileage, and any other associated costs. Base cost on one pickup per year.

	<u>EST # OF MILES</u>	<u>DESCRIPTION</u>	<u>COST PER MILE</u>	<u>TOTAL COST</u>
A.	_____	Tractor/Trailer Loaded	_____	_____
B.	_____	Other/Van Loaded	_____	_____

ATTACHMENT 2 (ANNUAL ESTIMATES)

I. Disposal

Lab Pack Incineration (Pricing represents thermal combustion, combustion in a cement kiln or incinerator)

Unit	Unit Price	# of Units	Total
55 gallon	\$ -	ea	4 \$
30 gallon	\$ -	ea	16 \$
10 gallon	\$ -	ea	0 \$
5 gallon	\$ -	ea	40 \$

Lab Pack Mercury Incineration

Unit	Unit Price	# of Units	Total
55 gallon	\$ -	ea	0 \$
30 gallon	\$ -	ea	0 \$
10 gallon	\$ -	ea	0 \$
5 gallon	\$ -	ea	2 \$

Bulk Spill Cleanup & Debris/Spent Rags with Paint Thinn.

Unit	Unit Price	# of Units	Total
55 gallon	\$ -	ea	0 \$
30 gallon	\$ -	ea	4 \$
10 gallon	\$ -	ea	0 \$
5 gallon	\$ -	ea	0 \$

Bulk Corrosive Liquids, for Treatment

Unit	Unit Price	# of Units	Total
85 gallon	\$ -	ea	0 \$
55 gallon	\$ -	ea	0 \$
30 gallon	\$ -	ea	2 \$
20 gallon	\$ -	ea	0 \$

Bulk Liquid Landfill Meeting Treatment Standards

Unit	Unit Price	# of Units	Total
85 gallon	\$ -	ea	0 \$
55 gallon	\$ -	ea	0 \$
30 gallon	\$ -	ea	3 \$
20 gallon	\$ -	ea	0 \$

Paint, Oil or Latex Based for Incineration: small containers (less than or equal to 5 gallons) overpacked into 55 gallon drum

Unit	Unit Price		# of Units	Total
55 gallon drum	\$ -	ea	8	\$ -

Landfill Non-Regulated Materials, Bulk

Unit	Unit Price		# of Units	Total
55 gallon drum Liquids	\$ -	ea	0	\$ -
55 gallon drum Solids	\$ -	ea	0	\$ -
30 gallon drum Liquids	\$ -	ea	2	\$ -
30 gallon drum Solids	\$ -	ea	1	\$ -
55 gallon drum empty	\$ -	ea	0	\$ -
30 gallon drum empty	\$ -	ea	0	\$ -
55 gallon poly drum empty	\$ -	ea	0	\$ -
30 gallon poly drum empty	\$ -	ea	0	\$ -

Stabilization/Landfill of Crushed Fluorescent Light Bulbs

Unit	Unit Price		# of Units	Total
55 gallon drum	\$ -	ea	12	\$ -

Special Handling

Unit	Unit Price		# of Units	Total
Reactive (per pound)	\$ -	lbs	40	\$ -
Oxidizer Waste (per pound)	\$ -	lbs	40	\$ -
Dioxin Waste	\$ -	lbs	0	\$ -
Ni-Cad Batteries	\$ -	lbs	0	\$ -
Lithium Batteries	\$ -	lbs	0	\$ -
Alkaline Batteries	\$ -	lbs	0	\$ -
Alkaline Batteries <10"	\$ -	lbs	0	\$ -
PCB Contaminated Waste	\$ -	lbs	0	\$ -
Latex Paint	\$ -	lbs	0	\$ -
Asbestos	\$ -	lbs	0	\$ -
Poison Inhalation Hazard (PIH)	\$ -	box	0	\$ -
DOT Hazard Class 4.1,4.2,4.3 materials	\$ -	5 gal	0	\$ -
Alkali Metals & Alkali Earth Metals	\$ -	5 gal	0	\$ -