

STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA
(A Member of the University of Louisiana System)
INVITATION TO BID

TO
PROVIDE SHARPS, BIOHAZARDOUS (INFECTIOUS/MEDICAL), PHARMACEUTICAL AND
RCRA HAZARDOUS PHARMACEUTICAL WASTE REMOVAL, TRANSPORT, TREATMENT AND
DISPOSAL SERVICES
FOR THE HAMMOND AND BATON ROUGE CAMPUS LOCATIONS
OF SOUTHEASTERN LOUISIANA UNIVERSITY

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

DIRECTOR OF PURCHASING: Richard Humber

PROCUREMENT SPECIALIST: Phyllis Hoover, CPPB
Telephone: (985)549-5415

CONTRACT COORDINATOR: Jeremy Brignac, CHMM
Director, Environmental Health & Safety
Telephone: (985)549-2157

ITB RELEASE DATE: August 24, 2016

DEADLINE FOR FAX INQUIRIES: August 31, 2016 Fax To: 985-549-3810
Attn: Phyllis Hoover

BID OPENING DATE: September 13, 2016

BID OPENING TIME: 4:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
2400 North Oak Street
Hammond, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR
DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES
SHALL BE REJECTED.

This ITB is available in electronic form at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>
It is available in PDF format or in printed form by submitting a written request to the Procurement
Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing
LaPAC website frequently for any possible addenda that may be issued. Southeastern is not
responsible for a bidder's failure to download any addenda documents required to complete an
Invitation to Bid.

STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 4:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 4:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Mail address:	Southeastern LA University Purchasing Department SLU 10800 Hammond, LA 70024	Delivery:	Southeastern LA University Purchasing Department Property Control & Supply Bldg 2400 North Oak Street Hammond, LA 70402
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Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) Bid Forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should 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 document.
- 3) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.

- 4) 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 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 5) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 6) Signature Authority: In accordance with LA Revised Statute 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 an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

GENERAL CONDITIONS

The SLU Purchasing Department 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.

- 1) Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the

product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **Equal Opportunity:** By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

A Member of the University of Louisiana System

INSTRUCTIONS TO BIDDER

PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and specifications of Southeastern Louisiana University / SOUTHEASTERN / University. The contents of this ITB and the Bidder / Vendor / Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana 'Purchasing Rules and Regulations', and Louisiana Revised Statutes 39:1551-1738. These documents may be reviewed in the SOUTHEASTERN Purchasing Department or in the Linus A. Sims Memorial Library on the SOUTHEASTERN campus during regular business hours.

BID RESPONSE FORM

All bids shall include the bid response forms provided in the ITB. The bid response form for signature must be properly signed in ink by an officer of the bidding entity authorized to sign the bid. Bid prices to be typewritten or in ink (no pencil). Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the University unless specified otherwise in the solicitation.

CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the bid shall be explained or noted over the signature of the Bidder. Failure to do so may result in rejection of the bid without further consideration.

NUMBER OF COPIES

The entire ITB shall not be required to be returned. The Bidder shall submit one (1) originally signed bid proposal with all blanks typewritten or in ink. The Bidder shall be responsible for duplicating and retaining any bid proposal forms and responses for personal record.

REJECTION OF BIDS

The University reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial, or informal bids may be rejected.

SEALED BID

The entire proposal response shall be sealed. The name and address of the bidder shall appear on the outside of the proposal response envelope or container. The proposal response envelope/s or container/s shall clearly identify the bid and scheduled return date and time.

For example: Invitation to Bid for Removal, Treatment and Disposal of Wastes
Due: 4:00 p.m., Central Time, Month, Day, 201_.

ACCESS TO RECORDS

The Contractor agrees that the University 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 this bid and any resulting contract agreement.

ACCIDENTS

The Contractor agrees that in the event of any accident of any kind and degree, the Contractor will immediately notify the University's Campus Police Department (549-2222) and thereafter furnish a full written report of such accident.

ADDING OR DELETING SITES

The University reserves the right to expand the services of this contract to other University locations at the same prices, terms, and conditions if the need should arise. In the event that a site is added to the contract, the contractor shall invoice the same prices quoted herein for similar services.

The University reserves the right to delete service at a site, wholly or in part.

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 University. Any attempted assignment under the Contract shall be void and of no effect.

CONTRACT AGREEMENT

The Invitation to Bid, the Contractor's bid response, the University's purchase order and any properly executed change order thereto, and the Contractor's performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

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

This contract shall be considered non-exclusive at all times.

AVAILABILITY OF FUNDS

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the bid. The University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

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 to Bid. The lowest responsible and responsive Bidder will be determined by the TOTAL BID PRICE for Section II, Group A.

BIDS BINDING

All formal bids shall be binding for a minimum of (30) calendar days and shall not be withdrawn after the specified bid opening time.

BID CONFIDENTIALITY

All bid responses shall become a matter of public record at public opening. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid response whether labeled confidential or not.

BID COST INCURRED

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

BID PRICES

The prices bid shall be firm to cover all expenses associated with the bio-medical waste removal and disposal services in full conformity with the Invitation to Bid. Prices shall include any applicable Federal, State, Parish, Municipal or other taxes. The University is currently exempt from State Sales and Use Tax and from parish and city taxes.

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Director of Purchasing, shall be considered as valid. Telephone inquiries are discouraged.

Inquiries concerning the administrative requirements of the ITB shall be submitted in writing to the Director of Purchasing.

Inquiries concerning the specification requirements of the ITB shall be submitted in writing to the Contract Coordinator with a copy sent to the Director of Purchasing.

Inquires shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquires that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

BIDS DUE

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written or fax request prior to the designated time for return of bids. Withdrawal notification must be by signature and received by the SOUTHEASTERN Purchasing Department prior to the designated deadline for return of bids.

CONTRACT EXTENSION

Based upon the mutual agreement of the successful Bidder and Southeastern Louisiana University, this contract may be extended for four (4) additional

twelve (12) month periods (July through June) at the same prices and terms. "The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

COPYRIGHTS AND PATENTS

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

DELIVERY OF BIDS

Each bid response shall be time recorded upon its delivery by Purchasing Department personnel. The Bidder or its agent may hand deliver the bid and the deliverer should request a written receipt of its delivery. Or the Bidder may deliver the bid by an express carrier securing the signature of the person accepting delivery. Or the Bidder may mail the bid by registered or certified mail return receipt requested.

The address for mailing bids: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

For hand delivered or express bids: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
2400 North Oak Street
Hammond, Louisiana 70402

FORCE MAJEURE

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.

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, including volunteers, 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 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, even if it (claims, etc.) is groundless,

false or fraudulent.

INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the contract agreement 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 University. 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 University.

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 University.

LAWS

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

LIST OF BUSINESS USERS

EACH BIDDER SHOULD ATTACH A LIST OF AT LEAST FIVE (5) BUSINESS OR GOVERNMENT USERS to the Bid Response Form for which the Bidder has performed Medical or Biomedical waste disposal for within the past two (2) years. This list should include the name of the business, the address, the telephone number and a contact person familiar with the contract.

MANDATORY REQUIREMENTS

ALL IMPERATIVE REQUIREMENTS STATED IN THE INSTRUCTIONS TO BIDDERS ARE CONSIDERED MANDATORY. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL RESULT IN REJECTION OF THE BID WITHOUT FURTHER CONSIDERATION.

NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract determined by the University to be within its best interests.

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 University, unless otherwise amended in the Contract. Notification to the University shall be to Southeastern Louisiana University,

Purchasing Department, Attention: Director of Purchasing, SLU 10800, Hammond, LA 70402.

PAYMENT

Original invoices should be forwarded to the Controller's Office each month. Stated contract work completed shall be subject to the mutual agreement of the Director of Purchasing and the Contract Coordinator or his designated appointee. Payment checks will be issued by the University Controller's Office during the following month.

PERMITS AND LICENSES

The Contractor shall be permitted as a medical/pharmaceutical waste transporter in the State of Louisiana.

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.

The contractor should submit a copy of its Louisiana transporter permit(s) with the bid response.

PERSONNEL

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

The University reserves the right to require the Contractor to remove, from Southeastern's premises, any employee under the contract when the University deems it to be in the University's best interest.

PRESENCE ON UNIVERSITY PREMISES

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the University's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and Police Security Officers.

The Contractor shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University'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 University's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the University's premises or equipment.

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 University without the express written approval of the Director of Purchasing, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the University on its routine client list for matters of reference.

QUALIFICATION OF BIDDER

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services. The Bidder shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

QUANTITIES

The quantities listed in the Invitation to Bid are estimated quantities and are not a guarantee. Actual quantities used may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Services will be adjusted as needed throughout the contract period.

REGULATIONS

The contractor must be in compliance with the Louisiana Department of Environmental Quality (DEQ), the Louisiana Department of Health and Hospitals (DHH) regulations, the Louisiana Administrative Code and any federal regulations and policies that apply for removal, transport, treatment and disposal of Sharps, Biohazardous (Infectious/Medical), Pharmaceutical and RCRA HAZARDOUS PHARMACEUTICAL WASTE.

The contractor to provide training and a copy of the state/federal regulations and policies to the university locations to ensure compliance.

SCHEDULING OF SERVICES

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

The Contractor shall meet with the various Contract Coordinators to work out the schedule days and time of pickups. This schedule is to be coordinated with other facility activities, and university closures as to not incur conflict.

The Contractor to furnish, in writing, a final schedule of servicing as discussed in the preceding paragraph. This information should be submitted to the Contract Coordinator within ten (10) calendar days after the above scheduled meeting.

SECURITY

The University 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, employees or agents, which may be brought, transported or stored on the University campus.

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.

SUBCONTRACTORS

The Contractor shall perform all portions of the specified Work without the use of subcontractors.

SUPERVISION

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

SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the Contract, the Contractor shall remove all contractor owned containers from University premises and shall restore the premises to the University in the same condition as when originally made available to the Contractor, reasonable wear and use expected.

SURVIVAL

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

TAXES

The Contractor shall pay any applicable taxes when due. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

TERMINATION

The University reserves the right to cancel this contract for cause or convenience upon 30 calendar days written notice to vendor by certified mail with return receipt requested.

The Contractor may terminate the contract agreement at its convenience upon ninety (90) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

In the event, either party breaches any terms or conditions of the contract agreement, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving ten (10) calendar days written notice. Any contract cancellation shall be served by registered or certified mail.

UNIVERSITY OF LOUISIANA SYSTEM INSTITUTIONS

Southeastern extends the award of this solicitation for piggy backing at the same commissions, costs, terms and conditions to any of the following University

of Louisiana System institutions if mutually agreeable with the successful bidder:

Grambling State University
LA Tech University
McNeese State University
Nicholls State University
Northwestern State University
University of Louisiana at Lafayette
University of Louisiana at Monroe
University of New Orleans

ADDITIONAL REQUIREMENTS

Bid prices are based upon each container pickup fee. **Container pickup fee to include corrugated boxes with plastic liner bags and stand-alone plastic waste containers.** No additional charges will be allowed based upon weight or any other factor. Separate fuel charges, transportation charges or any other fees shall not be charged in addition to the container pickup fee bid price quoted. University personnel will bag/box the waste in the contractor-provided containers.

Description, quantity, size, location and frequency of container pickups and services are indicated herein. The University reserves the right, at all times, to increase or decrease container sizes, quantities per location, and/or frequency of service during the term of the contract.

All containers must meet OSHA minimum design performance elements. Contractor is to ensure that all containers shall be properly labeled and that labeling is waterproof, clearly visible and legible. All containers/boxes are to be disposable, closable, puncture resistant, leakproof on sides and bottom and labeled or color coded in accordance with regulations.

Description of Waste/Containers that may be required:

Corrugated box with compatible 3 mil Red Biohazardous (Infectious/Medical) waste bag (10-15 gallon and 30-35 gallon capacity)

Red plastic Sharps container (3 quart and 5 quart capacity)

Blue plastic Pharmaceutical container with leak resistant gasket and absorbent pad (2 gallon capacity and 8 gallon capacity)

Black plastic Special Location RCRA HAZARDOUS PHARMACEUTICAL container with leak resistant gasket and absorbent pad for in-compatible/non-compatible waste:

SP - Aerosols/Inhalers (2 gallon capacity)

SPC - Corrosives (2 gallon capacity)

SPO - Oxidizers (2 gallon capacity)

Black plastic RCRA HAZARDOUS PHARMACEUTICAL container with leak resistant gasket and absorbent pad for compatible (BKC) waste (2 gallon and 8 gallon capacity)

All locations shall be picked up in accordance with the attached specifications unless determined by the appropriate personnel that a different schedule is required.

The Contractor shall provide personnel in proper protective clothing for removal of all waste. Personnel shall be properly vaccinated and trained.

All waste shall be properly identified and manifested. Contractor shall prepare all documentation including manifests, bills of lading and continuation sheets and will be responsible for any labeling of boxes, etc.

**ADDITIONAL REQUIREMENTS
(continued)**

Contractor will take responsibility of waste at the time waste is loaded onto vehicle for removal.

All waste picked up from each site shall be transported in a fully permitted and insured vehicle that is in compliance with all existing applicable local, state and federal regulations.

Waste shall be transported to an approved disposal facility for complete treatment and destruction.

When the waste is received, treated and destroyed, the manifest is to be signed by the operator at the destruction facility and a copy is to be immediately returned to the generating university location/contract coordinator.

Contractor shall provide certificates of destruction (manifest) to the contract coordinator of each university location serviced, thus providing "proof" of destruction.

Contractor to provide separate invoicing for each pickup location.

SCOPE OF SERVICES

To provide and establish an initial term contract (bid award through June 30, 2017) with option to renew for four (4) additional twelve (12) month periods, if mutually agreed upon by both parties, for the Removal, Transport, Treatment and Disposal of Sharps, Biohazardous (Infectious/Medical), Pharmaceutical and RCRA Hazardous Pharmaceutical Waste for Southeastern Louisiana University locations as specified.

The University reserves the right to expand the services of this contract to other university locations at the same prices, terms, and conditions if the need should arise.

The contractor shall be responsible for:

Providing all containerization (packaging material) with sufficient strength and thickness to preclude rupturing or leakage under normal handling conditions, pick-up, transport, and ultimate disposal of needle containers, infectious, and other medical (red bag) waste, pharmaceutical waste and RCRA Hazardous Pharmaceutical Waste generated by the locations at Southeastern Louisiana University.

Disposal, transport and handling of waste from the various University generation sites to ultimate disposal meeting all applicable codes and regulations (latest edition).

Guaranteeing complete compliance with all legal requirements for a biomedical (medical)/pharmaceutical/RCRA hazardous pharmaceutical waste disposal company, including but not limited to, maintaining all necessary permits and licenses during the entire term of the contract.

Performing pickups at each location and any additional locations that are placed in service during the term of this contract. Pickup of special call containers outside of normal work hours must occur within twenty-four (24) hours of the call.

Maintaining service vehicles in clean condition, free from leaks and other abnormal conditions. All vehicles used must have appropriate permits and licenses.

At a minimum, providing locations serviced with annual OSHA waste handling training, bloodborne pathogen training, safety data sheets, manifests, OSHA Newsletters, OSHA self audit checklists, OSHA Safety Program Manuals and a copy of the state/federal regulations and policies to ensure each location's OSHA compliance.

Contractor must meet all Louisiana Department of Environmental Quality (DEQ), Department of Health and Hospitals (DHH), and all other state, and federal rules and regulations required for the services provided herein.

SOUTHEASTERN LOUISIANA UNIVERISTY
Location Pickup Schedule

Group A

- A. School of Nursing Department, Baton Rouge Campus
The waste accumulated for this location is for educational purposes only and does not contain any type of medications.
1. Four (4) Corrugated boxes with compatible 3 mil Red Biohazardous (Infectious/Medical) waste bags (30-35 gallon capacity)
Two (2) pickups per year (November and May)
- B. Environmental Health and Safety Department, Hammond Campus
1. Six (6) Corrugated boxes with compatible 3 mil Red Biohazardous (Infectious/Medical) waste bags (30-35 gallon capacity)
Two (2) pickups per year (November and May)
 2. Two (2) Red plastic Sharps containers (3 quart capacity)
Two (2) pickups per year (November and May)
 3. One (1) Blue plastic Pharmaceutical container (2 gallon capacity)
One (1) pickup per year (May)
 4. One (1) Black plastic RCRA Hazardous Pharmaceutical container with leak resistant gasket and absorbent pad for compatible (BKC) waste (2 gallon capacity)
One (1) pickup per year (May)

**SOUTHEASTERN LOUISIANA UNIVERISTY
Pickup Schedule**

Group B

Optional for Southeastern Louisiana University Locations not listed on the Schedule of Locations and Pick-ups, if needed.

The University reserves the right to expand the services of this contract to other locations at the same prices, terms, and conditions if the need should arise.

Specifications (Continued)
Pickup Locations

Group A

School of Nursing Department
Baton Rouge Campus (BRC)
4849 Essen Lane
Baton Rouge, LA 70809

Environmental Health and Safety Department
Hammond Campus
900 North Magnolia Street
Hammond, LA 70402

Group B

Other Locations - *to be added as needed*

**SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM**

Name of Bidder: _____

Mail Address: _____

Street Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax Number: _____

Email Contact: _____

CONTRACT WORK:

To provide and establish an initial term contract from bid award through June 30, 2017, with option to renew for four (4) additional twelve (12) month periods if mutually agreed upon by both parties for the Removal, Transport, Treatment and Disposal of Sharps, Biohazardous (Infectious/Medical), Pharmaceutical and RCRA Hazardous Pharmaceutical Waste for Southeastern Louisiana University Locations.

CONTRACT LOCATION: Southeastern Louisiana University Hammond and Baton Rouge Campus Locations

CONTRACT TERM: Bid Award through June 30, 2017

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

No. _____ Dated _____ No. _____ Dated _____

I/we do hereby declare that I/we have carefully examined the bid requirements and specifications, and that I/we have a clear understanding of the Invitation to Bid. I/we do hereby propose to provide the necessary labor, equipment, materials and other means for performing biomedical/medical waste removal and disposal services. I/we do hereby agree to maintain and complete, in a thoroughly professional manner, the proposed contract work for the prices indicated on the bid proposal forms.

SIGNATURE CONSTITUTES ACCEPTANCE: Signature to this bid proposal form shall be construed as acceptance of the ITB in its entirety.

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

TITLE: _____ **DATE:** _____

**SOUTHEASTERN LOUISIANA UNIVERSITY
 BID RESPONSE FORM
 (CONTINUED)**

Each Bidder shall be required to complete all blanks hereinafter in this section. Failure to do so may result in rejection of the bid without further consideration. All prices shall include all supplies listed under the Additional Requirements and Scope of Services, fuel charges and any other fees that may relate to the contract.

BID PRICES

Vendor to complete Section I unit pricing for Removal, Transport, Treatment and Disposal of Sharps, Biohazardous (Infectious/Medical), Pharmaceutical and RCRA Hazardous Pharmaceutical Waste containers that may be required.

Vendor to transfer prices from Section I to Section II for award calculation. Section II contains locations, container descriptions and pickups to be provided.

Section I

1. Corrugated Box with compatible Red Biohazardous Waste Bag
 10 -15 gallon capacity

 \$ _____ each scheduled pickup (to include box & bag)

 \$ _____ each unscheduled pickup (to include box & bag)

2. Corrugated Box with compatible Red Biohazardous Waste Bag
 30 - 35 gallon capacity

 \$ _____ each scheduled pickup (to include box & bag)

 \$ _____ each unscheduled pickup (to include box & bag)

3. Red Plastic Sharps Container - 3 quart capacity

 \$ _____ each scheduled pickup (to include container)

 \$ _____ each unscheduled pickup (to include container)

4. Red Plastic Sharps Container - 5 quart capacity

 \$ _____ each scheduled pickup (to include container)

 \$ _____ each unscheduled pickup (to include container)

COMPANY NAME: _____

SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM
(CONTINUED)

5. Blue Plastic Pharmaceutical Container with leak resistant gasket and absorbent pad
2 gallon capacity
- \$ _____ each scheduled pickup (to include container)
- \$ _____ each unscheduled pickup (to include container)
6. Blue Plastic Pharmaceutical Container with leak resistant gasket and absorbent pad
8 gallon capacity
- \$ _____ each scheduled pickup (to include container)
- \$ _____ each unscheduled pickup (to include container)
7. Black Plastic RCRA Hazardous Pharmaceutical Special Location Container with leak resistant gasket and absorbent pad
SP - Aerosols/Inhalers
2 gallon capacity
- \$ _____ each scheduled pickup (to include container)
- \$ _____ each unscheduled pickup (to include container)
8. Black Plastic RCRA Hazardous Pharmaceutical Special Location Container with leak resistant gasket and absorbent pad
SPC - Corrosives
2 gallon capacity
- \$ _____ each scheduled pickup (to include container)
- \$ _____ each unscheduled pickup (to include container)
9. Black Plastic RCRA Hazardous Pharmaceutical Special Location Container with leak resistant gasket and absorbent pad
SPO - Oxidizers
2 gallon capacity
- \$ _____ each scheduled pickup (to include container)
- \$ _____ each unscheduled pickup (to include container)

COMPANY NAME: _____

SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM
(CONTINUED)

10. Black Plastic RCRA Hazardous Pharmaceutical container with leak resistant gasket and absorbent pad for compatible (BKC) waste 2 gallon capacity

\$ _____ each scheduled pickup (to include container)

\$ _____ each unscheduled pickup (to include container)

11. Black Plastic RCRA Hazardous Pharmaceutical container with leak resistant gasket and absorbent pad for compatible (BKC) waste 8 gallon capacity

\$ _____ each scheduled pickup (to include container)

\$ _____ each unscheduled pickup (to include container)

OTHER PRICES (prices needed should box or bag become damaged)

Additional Corrugated Boxes (10-15 gallon capacity)

\$ _____ each box

Additional Red Bags (10-15 gallon capacity)

\$ _____ each bag

Additional Corrugated Boxes (30-35 gallon capacity)

\$ _____ each box

Additional Red Bags (30-35 gallon capacity)

\$ _____ each bag

COMPANY NAME: _____

SOUTHEASTERN LOUISIANA UNIVERSITY
 BID RESPONSE FORM
 (CONTINUED)

Section II

Award Calculation (Vendor to transfer prices from Section I above to unit cost blanks below for award calculation.)
 Section II contains locations, container descriptions and pickups to be provided.

Group A

1. School of Nursing Department, Baton Rouge Campus

Four (4) 35 gallon box/bag x 2 pickups per year

$$4 \text{ Containers} \times \frac{\quad}{\text{unit cost}} \times 2 \text{ pickups} = \frac{\quad}{\text{Total}}$$

2. Environmental Health and Safety Department, Hammond Campus

Six (6) 35 gallon box/bag x 2 pickups per year

$$6 \text{ Containers} \times \frac{\quad}{\text{unit cost}} \times 2 \text{ pickups} = \frac{\quad}{\text{Total}}$$

Two (2) Sharps (3 quart) x 2 pickups per year

$$2 \text{ Containers} \times \frac{\quad}{\text{unit cost}} \times 2 \text{ pickups} = \frac{\quad}{\text{Total}}$$

One (1) Blue Plastic (2 gallon) Pharmaceutical Container
 x 1 pickup per year

$$1 \text{ Container} \times \frac{\quad}{\text{unit cost}} \times 1 \text{ pickup} = \frac{\quad}{\text{Total}}$$

COMPANY NAME: _____

**SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM
(CONTINUED)**

LIST OF BUSINESS USERS

EACH BIDDER SHOULD ATTACH A LIST OF AT LEAST FIVE (5) BUSINESS OR GOVERNMENT USERS to the Bid Response Form for which the Bidder has performed waste disposal as requested services in this Invitation to Bid within the past two (2) years. This list should include the name of the business, the address, the telephone number and a contact person familiar with the contract.

1. Business or Government User Name:

Address:

Telephone Number:

Contact Person:

2. Business or Government User Name:

Address:

Telephone Number:

Contact Person:

3. Business or Government User Name:

Address:

Telephone Number:

Contact Person:

4. Business or Government User Name:

Address:

Telephone Number:

Contact Person:

COMPANY NAME: _____

SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM
(CONTINUED)

5. Business or Government User Name:

Address:

Telephone Number:

Contact Person:

NOTE:

The contractor should submit a copy of its Louisiana transporter permit with the bid response.

COMPANY NAME: _____

SOUTHEASTERN LOUISIANA UNIVERSITY
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 INFORMATION 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 ... \$1,000,000.00 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: _____

SOUTHEASTERN LOUISIANA UNIVERSITY
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 INFORMATION 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.

POLLUTION 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: _____

**The BELOW EXTENSIONS OF COVERAGES SHALL BE
MARKED OR STATED ON THE
CERTIFICATE OF INSURANCE**

EXTENSION OF COVERAGE ACKNOWLEDGEMENT

GENERAL LIABILITY and POLLUTION LIABILITY:

*** INCLUDES THE FOLLOWING AS ADDITIONAL INSURED:**

State of Louisiana
Southeastern Louisiana University
SLU 10800
Hammond, LA 70402

WORKERS COMPENSATION:

**** INCLUDES WAIVER OF SUBROGATION IN FAVOR OF:**

State of Louisiana
Southeastern Louisiana University
SLU 10800
Hammond, LA 70402

**SOUTHEASTERN LOUISIANA UNIVERSITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
FOR SUCCESSFUL BIDDER**

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of A-:VI or higher. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance should confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

A. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per person/per disease. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

B. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for the following automobile coverage classes:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Location of operations shall be "All Locations".

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

D. Pollution Liability

Pollution Liability Insurance (Gradual release as well as Sudden and Accidental), with coverage limits of not less than \$1,000,000.00. A policy period inception date of not later than the first day of the anticipated work under the subject contract and an expiration date of no earlier than 30 days after the anticipation completion of all work under the contract shall be provided by the policy. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than nonpayment of premiums. The State of Louisiana, Southeastern Louisiana University shall be named as an additional insured on the policy and shall be so evident on the certificate of insurance.

E. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.

F. All Certificates of Insurance of the Other Party shall reflect the following:

- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
- 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable.
- 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.
- 4) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

G. The following Indemnification Agreement shall be a provision of the contract:

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, 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 act or omission of the Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action,

except 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, employees and volunteers.

The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Other Party in the defense of claims, but this shall not affect the Other Party's responsibility for the handling of and expenses for all claims.

H. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.

I. All property losses to Agency's property caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.

J. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Other Party from the insurance requirements and indemnification agreement obligations.

K. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:

1. Payments to the Other Party may be withheld until the requirements have been met;
2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
3. The Agency may suspend, discontinue or terminate the contract.

INDEMNIFICATION AGREEMENT

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, including volunteers, from and against any and all claims, demands, expense 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 act or omission of **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 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, even if (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Contractor Name

Signature _____

Title _____

Date Accepted

Is Certificate of Insurance Attached? [] Yes [] No

Contract No. _____ for Southeastern Louisiana University State Agency

PURPOSE OF CONTRACT : _____

