

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

INVITATION TO BID (ITB)
TO
FURNISH CONTRACT SERVICE FOR SOLID NON-HAZARDOUS WASTE DISPOSAL
AND TO PROVIDE TRASH COMPACTORS WITH PICKUP SERVICE
ON THE SOUTHEASTERN CAMPUS AND
AT OTHER ASSOCIATED HAMMOND AND BATON ROUGE OFF CAMPUS LOCATIONS
FOR THE PHYSICAL PLANT DEPARTMENT

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

DIRECTOR OF PURCHASING: Richard Himber

PROCUREMENT SPECIALIST: Rita Monette Scott
Telephone: (985) 549-5324

CONTRACT COORDINATOR: Carlos Doolittle, Landscape and Recycling Manager
Telephone: (985) 549-2023

ITB RELEASE DATE: April 25, 2024

PRE-BID CONFERENCE: May 7, 2024 at 10:00 a.m., Central Time
MANDATORY For All Bidders - No Exceptions!
Bidders shall contact Carlos Doolittle at 985-507-9376 or **carlos.doolittle@selu.edu**, prior to meeting date and time, for an invitation and instructions to the online Zoom Meeting.

DEADLINE FOR FAX INQUIRIES: May 9, 2024 Fax To: 985-549-3810
Attn: Rita Monette Scott

BID OPENING DATE: May 16, 2024

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 <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> 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.

SOUTHEASTERN LOUISIANA UNIVERSITY

BID RESPONSE FORM

Name Of Bidder: _____

Mail Address: _____

Street Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax Number: _____

Email Contact: _____

CONTRACT WORK: Furnish Contract Service For Solid Non-Hazardous Waste Disposal and To Provide Upright Trash Compactors with Pickup Service.

CONTRACT LOCATION: Southeastern Hammond Campus, and Other Associated Hammond and Baton Rouge Off Campus Locations identified herein.

CONTRACT TERM: July 1, 2024 through June 30, 2025

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 having personally inspected the site, 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 a solid non-hazardous waste disposal service. 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.

TOTAL BID PRICE CARRIED FORWARD FROM PAGE 13:

_____ DOLLARS (\$ _____)
(In Words) (In Figures)

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: _____

BID RESPONSE FORM (CONTINUED)**GROUP 1: SCHEDULE OF FRONTLOAD DUMPSTER LOCATIONS AND SPECIFICATIONS**

GROUP 1 Frontload Dumpster Sites	Address	# Bins at location	Wheeled ****	Cubic yard size	Service frequency per week*	Lockbars***
ACADEMICS						
University Center	800 W. University Ave.	2		4	2	lockable
President's Residence	1110 N. General Pershing	1	wheeled	4	2	
Economic Business Center	1514 Martens Drive	1		4	1	
Sustainability Center	2101 N. Oak Street	1		4	2	
Alumni Center	500 W. University Ave.	1		2	2	
Columbia Theater	220 E. Thomas St.	1		2	1	
Clark Hall Foundry	408 W. Dakota St	1	wheeled	2	1	
Baton Rouge Center **	4849 Essen Lane, Baton Rouge	1		6	1	
Anzalone Hall	209 Tennessee Ave.	1		8	5	
Sims Library	500 W. Texas Ave.	1		8	2	
Lab School	1300 N. General Pershing	2		8	2	
North Campus	900-G W. University Ave.	1		8	2	
Parking Garage	910 N. Galloway Drive	2		8	5	
Computer Science & Tech.	200 W. Dakota Street	1		8	5	
Physical Plant	2400 N. Oak Street	1		6	2	
Cardinal Newman Hall	405 W. Dakota Street	1		6	2	
East Stadium	500 W. Dakota Street	1		8	2	
Pottle	303 Union Avenue	1		8	2	
Student Union/Fayard	1205 N. Oak Street	1		8	5	
North Campus Annex	900A W. University Avenue	1	wheeled	2	2	
NORTH OAK PARK						
North Oak Park	2699 N. Oak Street	2		4	2	lockable
AUXILIARY SERVICES						
Ascension Hall Dining	1150 N. General Pershing St.	1		8	2	
Student Union East	1205 N. Oak Street	1		8	3	
ATHLETICS						
Baseball (Feb - May)	910 N. Galloway Drive	1		6	1	

See notes on following page:

BID RESPONSE FORM (CONTINUED)

* Dumpsters serviced twice per week are to be serviced on Tuesdays and Fridays, unless otherwise specified. The dumpster service frequency shown in the table represents the service schedule during Spring and Fall semesters. Service frequency is adjusted down during Summer semester and during campus closures. Service frequency for any dumpster may be adjusted by Southeastern contract coordinators to accommodate changes on campus. These adjustments will be communicated by email correspondence.

** Note that the Baton Rouge (Nursing) Center is not located in the Hammond area.

*** Lockable dumpster closures (lockbars) are required at the University Center and North Oak Park. The closures should accommodate a padlock (to be provided by the University), and must be gravity-released when lifted by the truck for emptying.

**** Dumpsters requiring wheels must be outfitted with sturdy casters. The driver servicing these dumpsters must be conscientious to set down the dumpsters carefully so that casters remain functional. It will be the responsibility of the driver to provide prompt notification of any bent, broken, or missing casters. Damaged or missing casters are to be replaced within a week of notice provided by the driver or a Southeastern contract coordinator.

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.

**1. RENTAL, PICKUP AND LANDFILL DISPOSAL CHARGE PER SERVICING PER FRONT-LOAD CONTAINER (GROUP 1):
(ALL CONTAINERS ARE OF METAL CONSTRUCTION)**

A. For Two (2) Cubic Yard Container:

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{2}{\text{(number of Containers)}} X \frac{2 \text{ times/week}}{\text{_____}} = \frac{\text{_____}}{\text{(total cost per week)}}$$

B. For Two (2) Cubic Yard Container on Wheels:

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{1}{\text{(number of Containers)}} X \frac{1 \text{ time/week}}{\text{_____}} = \frac{\text{_____}}{\text{(total cost per week)}}$$

C. For Four (4) Cubic Yard Container:

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{7}{\text{(number of Containers)}} X \frac{2 \text{ times/week}}{\text{_____}} = \frac{\text{_____}}{\text{(total cost per week)}}$$

D. For Six (6) Cubic Yard Container (*Baton Rouge School of Nursing Building*):

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{1}{\text{(number of Containers)}} X \frac{1 \text{ time/week}}{\text{_____}} = \frac{\text{_____}}{\text{(total cost per week)}}$$

E. For Six (6) Cubic Yard Container (*Hammond*):

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{0}{\text{(number of Containers)}} X \frac{2 \text{ times/week}}{\text{_____}} = \frac{0}{\text{(total cost per week)}}$$

F. For Eight (8) Cubic Yard Container:

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{10}{\text{(number of Containers)}} X \frac{5 \text{ times/week}}{\text{_____}} = \frac{\text{_____}}{\text{(total cost per week)}}$$

WEEKLY TOTAL FOR ITEM 1:

_____ (overall cost per week)

Multiply Weekly Total by **50** for:

TOTAL FOR ITEM 1:

(annual total)

(The multiplier of 50 weeks excludes two weeks of the year when campus is closed for Winter Break. Dumpster service is suspended or greatly reduced during those two weeks. This Estimated Annual Total is for bid calculation only and does not guarantee a level of service to be provided during the year. This estimate does not reflect Summer reductions in service, and unforeseen increases/reductions in service which may occur at any time.)

BID RESPONSE FORM (CONTINUED)

NOTE: Rate per servicing quoted above (previous page) shall apply to additional weekday pickups during normal operational hours for the applicable container size. Any schedule changes for pickup requests will be made by the Contract Coordinator or his designated appointee by the previous business day during business hours.

Weekly front-load dumpster pickup of Group 1 dumpsters on Hammond main campus must be completed before 8:00AM.

Credit shall be applied to any missed pickups for the applicable container size if invoiced.

ADDITIONAL PICKUPS AFTER BUSINESS HOURS OR ON WEEKENDS:

For additional pickups required on Saturday or Sunday and for specially scheduled pickups after 5:00PM on weekdays, state the service charge per container according to size:

Two (2) Cubic-Yard container _____

Four (4) Cubic-Yard container _____

Six (6) Cubic-Yard container _____

Eight (8) Cubic-Yard container _____

INSTALLATION OF LOCKBAR:

Charge for installation of lockable dumpster closure with gravitational release: _____
(1 unit)

BID RESPONSE FORM (CONTINUED)**GROUP 2: SCHEDULE OF FRONTLOAD DUMPSTER LOCATIONS AND SPECIFICATIONS**

GROUP 2 Frontload Dumpster Sites	Address	Container type	# Bins at location	Wheeled **	Cubic yard size	Service frequency per week*	# of Bins accessible per visit***
Washington Hall	1503 SGA Drive	plastic	4	wheeled	2	3	3
		plastic	2	wheeled	1	3	1
St. Tammany Hall	1501 SGA Drive	plastic	3	wheeled	2	3	2
		plastic	2	wheeled	1	3	1
Tangipahoa Hall	1217 Infirmary Drive	plastic	4	wheeled	2	3	3
		plastic	2	wheeled	1	3	1
Hammond Hall	1215 Infirmary Drive	plastic	3	wheeled	2	3	2
		plastic	2	wheeled	1	3	1
Pride Hall	1301 SGA Drive	plastic	4	wheeled	2	3	3
Taylor Hall	1303 SGA Drive	plastic	4	wheeled	2	3	3
		plastic	2	wheeled	1	3	1
Livingston Hall	1317 SGA Drive	plastic	3	wheeled	2	3	2
		plastic	2	wheeled	1	3	1
Louisiana Hall	1315 SGA Drive	plastic	3	wheeled	2	3	2
		plastic	2	wheeled	1	3	1
Ascension Hall	1150 N. General Pershing St.	plastic	4	wheeled	2	3	3
Twelve Oaks Hall	1150 N. General Pershing St.	plastic	4	wheeled	2	3	3
Southeastern Oaks Apts.	1500 N. General Pershing St.	metal	3		6	3	all
Greek Village (northeast)	1500 N. General Pershing St.	metal	1		8	3	
Greek Village (center)	1500 N. General Pershing St.	metal	1		6	3	
Greek Village (center)	1500 N. General Pershing St.	metal	1		8	3	

See notes on following page:

BID RESPONSE FORM (CONTINUED)

Notes from previous page:

* The dumpster service frequency shown in the previous table represents the service schedule during Spring and Fall semesters. Service frequency is adjusted down during Summer semester and during campus closures. Service frequency for any dumpster may be adjusted by Southeastern contract coordinators to accommodate changes on campus. These adjustments will be communicated by email correspondence.

** Dumpsters noted as having wheels will be moved routinely into position under indoor trash chutes and then back out to dumpster enclosures. The casters must have a locking mechanism on the wheels. The maximum height of the 1-yd dumpsters, to include the height with casters, shall not exceed 38". The driver servicing these dumpsters must be conscientious to set down the dumpsters carefully so that casters remain functional. It will be the responsibility of the driver to provide prompt notification of any bent, broken, or missing casters. Damaged or missing casters are to be replaced within a week of notice provided by the driver or a Southeastern contract coordinator. These dumpsters must have a drainage hole outfitted with a plug to prevent leakage while indoors.

*** At the main residence halls, one 2-yard dumpster and one 1-yd dumpster will be indoors under the trash chute during regular pickups. Service charges must reflect actual servicing of dumpsters. During times of extra pickups (during student move-out and move-in), **all** dumpsters will be out for service. (One-yard dumpsters are placed under the first-floor trash chute.)

BID RESPONSE FORM (CONTINUED)

2. RENTAL, PICKUP AND LANDFILL DISPOSAL CHARGE PER SERVICING PER FRONT-LOAD CONTAINER (GROUP 2—STUDENT HOUSING): (SOME OF CONTAINERS ARE OF PLASTIC CONSTRUCTION, AS NOTED)

A. For One (1) Cubic Yard Container on Wheels: **(Plastic)**

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{7^*}{\text{(number of Containers)}} X \frac{2 \text{ times}}{\text{_____}} = \frac{\text{_____}}{\text{(total cost per week)}}$$

B. For Two (2) Cubic Yard Container on Wheels: **(Plastic)**

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{26^*}{\text{(number of Containers)}} X \frac{2 \text{ times}}{\text{_____}} = \frac{\text{_____}}{\text{(total cost per week)}}$$

C. For Six (6) Cubic Yard Container: Metal

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{5}{\text{(number of Containers)}} X \frac{2 \text{ times}}{\text{_____}} = \frac{\text{_____}}{\text{(total cost per week)}}$$

D. For Eight (8) Cubic Yard Container: Metal

$$\frac{\text{_____}}{\text{(rate per servicing)}} * X \frac{2}{\text{(number of Containers)}} X \frac{2 \text{ times}}{\text{_____}} = \frac{\text{_____}}{\text{(total cost per week)}}$$

WEEKLY TOTAL FOR ITEM 2:

_____ (overall cost per week)

Multiply Weekly Total by **50** for:

ESTIMATED ANNUAL SUBTOTAL FOR REGULAR SERVICE FOR ITEM 2:

_____ (regular service cost per year)

(The multiplier of 50 weeks excludes two weeks of the year when campus is closed for Winter Break. Dumpster service is suspended or greatly reduced during those two weeks. This Estimated Annual Total is for bid calculation only and does not guarantee a level of service to be provided during the year. This estimate does not reflect Summer reductions in service, and unforeseen increases/reductions in service may occur at any time.)

*The multipliers for “number of containers” of wheeled dumpsters does not include the 1-yd dumpster and 2-yard dumpsters that will remain under the trash chutes in each of ten Housing buildings during normal weekly servicing.

(Calculations for Item 2 continued on next page)

BID RESPONSE FORM (CONTINUED)

*** NOTE:** Rate per servicing quoted above (previous page) shall apply to additional weekday pickups during normal operational hours (5:30AM-5:00PM) for the applicable container size. Any schedule changes for pickup requests will be made by the Contract Coordinator or his designated appointee by the previous business day during business hours.

Weekly front-load dumpster pickup of Group 2 dumpsters must be completed before **7:30 AM**. The earliest start time for Housing is 5:30 AM.

Compensation may be required for any additional custodial cost due to missed/late pickups (later than 7:30 AM) of Group 2 dumpsters. Credit shall be applied for any missed pickups for the applicable container size if invoiced.

ADDITIONAL PICKUPS AFTER BUSINESS HOURS OR ON WEEKENDS:

For additional pickups required on Saturday or Sunday and for specially scheduled pickups after 5:00PM on weekdays, state the service charge per container according to size:

One (1) Cubic-Yard container	_____	X	<u>28 times</u>	=	_____
	(rate per servicing)				(annual estimate)
Two (2) Cubic-Yard container	_____	X	<u>72 times</u>	=	_____
	(rate per servicing)				(annual estimate)
Six (6) Cubic-Yard container	_____	X	<u>5 times</u>	=	_____
	(rate per servicing)				(annual estimate)
Eight (8) Cubic-Yard container	_____	X	<u>2 times</u>	=	_____
	(rate per servicing)				(annual estimate)

ESTIMATED ANNUAL SUBTOTAL OF
ADDITIONAL PICKUPS FOR ITEM 2:

(annual subtotal for
Additional Pickups)

(FROM PREVIOUS PAGE)
ESTIMATED ANNUAL SUBTOTAL FOR
REGULAR SERVICE FOR ITEM 2:

(regular service cost per year)

Combine subtotals for ANNUAL

TOTAL FOR ITEM 2:

_____ (annual total)

BID RESPONSE FORM (CONTINUED)

3. RENTAL, PICKUP AND LANDFILL DISPOSAL CHARGE PER SERVICING 30 YARD ROLL-OFF CONTAINER

Location	Number of Dumpsters	Service Frequency
Pit	1	As Needed
Compound	1	As Needed

Additional, temporary, 30-yard roll off dumpsters requested at the sites of special projects on campus shall also be billed at the rates listed below.

<u>ITEM</u>	<u>DESCRIPTION OF ITEM(S)</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Rental of 30 yard roll-off container per month	2 each*	_____	_____
			per month	x 2 each
2.	Hauling charges (avg. 3.5 times/month)		_____	_____
			per time	x 3.5 times
3.	Disposal charges (est. 10 tons/mo.)		_____	_____
			per ton	x 10 tons
4.	Initial delivery of units (avg. 1.5 del./month) (includes temporary project units)		_____	_____
			per time	x 1.5 times
=====				

MONTHLY TOTAL FOR ITEM 3:

_____ (overall monthly cost)

Multiply by 12 for:

TOTAL FOR ITEM 3:

(annual total)

*Will the monthly rental charge apply to temporary units? Yes ____ No ____ (If yes, the rental charge must be pro-rated per day.)

Items 3, 4, and 5 must be serviced within 24 hours after vendor has been contacted by a university representative.

BID RESPONSE FORM (CONTINUED)

4. 30 YARD, SELF-CONTAINED*, TRASH COMPACTOR UNIT FOR LANDFILL WASTE

Location	Number of Compactors	Service Frequency
Student Union	1	Weekly, or as needed

<u>ITEM</u>	<u>DESCRIPTION OF ITEM(S)</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Rental of 30 yard trash compactor container per month	1 unit		<u>per month</u>
2.	Hauling charges (avg.3.75 times/month)		<u>per time</u>	<u>x 3.75 times</u>
3.	Disposal charges (est. 22 tons/mo.)		<u>per ton</u>	<u>x 22 tons</u>

=====

MONTHLY TOTAL FOR ITEM 4: (overall monthly total)

ESTIMATED ANNUAL TOTAL FOR ITEM 4: X 12 for annual total

4. Initial installation of unit. 1 unit

Add line 4 to ANNUAL:

TOTAL FOR ITEM 4:

* A "self-contained" compactor is of a type that includes the compacting piston as part of the transportable unit. The gasket of the unloading door must seal thoroughly between each servicing to prevent leakage of fluids during compacting cycles. **Provide doors on both sides of the loading hopper. (Safety sensors must be installed and functional at both hopper doors to prevent operation while doors are open.)**

Items 3, 4, and 5 must be serviced within 24 hours after vendor has been contacted by a university representative. The landfill waste compactor at the Student Union is usually set up on a recurring schedule to be serviced weekly on Fridays during Spring and Fall semesters (twice per month during Summer.)

BID RESPONSE FORM (CONTINUED)

5. 30 YARD BREAK-AWAY COMPACTOR UNIT FOR SINGLE-STREAM* RECYCLING

Location	Number of Compactors	Service Frequency
Sustainability Center	1	As needed

<u>ITEM</u>	<u>DESCRIPTION OF ITEM(S)</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Rental of 30 yard recycling compactor container per month	1 each		_____ per month
2.	Hauling charges (est. 1 time/month)		_____ per time	_____ x 1 time
3.	Disposal charges (est. 7 tons/mo.)		_____ per ton	_____ x 7 tons

MONTHLY TOTAL FOR ITEM 5:

_____ (overall monthly total)

ESTIMATED ANNUAL TOTAL FOR ITEM 5:

_____ X 12 for annual total

4.	Initial installation of unit.			_____ 1 unit
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Add line 4 to ANNUAL:

TOTAL FOR ITEM 5:

* Single-stream recycling includes:
 paper(sheet and shredded)
 plastics (#1-7, except Styrofoam and films)
 metal cans
 some cardboard

** A "break away" compactor is of a type with the garbage container separable from a ground-anchored compactor piston and loading hopper. Care must be taken to contain loose debris when separating and hauling the container. **The unit must be dark green with recycling labels. The loading hopper must have doors on both sides. (Safety sensors must be installed and functional at both hopper doors to prevent operation while doors are open.)**

Items 3, 4, and 5 must be serviced within 24 hours after vendor has been contacted by a university representative.

BID RESPONSE FORM (CONTINUED)

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6. GRAND TOTAL FOR ITEMS 1, 2, 3, 4, &5:

GRAND TOTAL

Carry Forward to Page 2

BID RESPONSE FORM CONTINUED

7. UNCONTROLLED LANDFILL DISPOSAL INCREASE

In the event of an uncontrolled landfill disposal increase, state what percentage represents the landfill disposal cost calculated in the rate per servicing in Items 1 and 2:

_____ percentage

State current landfill disposal cost per ton the bidder will be paying at the initial start of the contract:

_____ per ton

Tangipahoa Parish ordinance requires that non-hazardous solid waste be transported to the parish landfill.

State name of landfill disposal site utilized: _____

*** NOTE:** If the Landfill Disposal Charges in Items 1 / 2 / 3 / 4 / 5 for each container size shall increase beyond the control of the vendor during the contract term, then the University may allow the vendor to increase the rate per servicing being charged in an amount equal to the percentage increase per ton publicized by the parish landfill or other disposal facility. Any such request must be made in writing to the Director of Purchasing with appropriate documentation to support the request and submitted at least thirty (30) days prior to the next monthly billing cycle. If vendor's request is approved by the University, then the allowable percentage increase shall begin no earlier than the next monthly billing cycle.

8. RECYCLING DISCLOSURE

Recyclables shall be hauled to a sorting facility specializing in sorting and resale of sorted materials as commodities.

State the name and physical address of the recycling facility utilized:

The Contract Coordinator may at any time request or require a visit to the sorting facility. Provide name and contact information for the person at the recycling facility who authorizes facility visits:

BID RESPONSE FORM CONTINUED

LIST OF BUSINESS USERS

EACH BIDDER SHALL ATTACH A LIST OF AT LEAST FIVE (5) BUSINESS OR GOVERNMENT USERS to the Bid Response Form for which the Bidder has performed solid 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.

DAYTIME BUSINESS PHONE NUMBER

STATE THE DAYTIME BUSINESS PHONE NUMBER in which a representative of contractor management may be contacted between the hours of 8:00 a.m. and 4:30 p.m.

Our Daytime Business Phone Number is (_____) _____ .
area code phone number

BID GUARANTEE

Attached is ___ a bid bond* in the amount of _____ of the total bid
* or *

___ a certified check or ___ cashier's check in the amount of (\$ _____).

* If submitting a bid bond, bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

PERFORMANCE GUARANTEE (In The Amount of 50% of The Price Reflected In Item 6)

List the name, address (street/city/state/zip) & telephone no. of the Louisiana licensed surety that shall be used to furnish the required bonding if selected the successful Bidder.

Surety: _____ Telephone: _____

Address: _____

* Performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

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 COVERAGE 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: _____

INSTRUCTIONS TO BIDDERS

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 are made a part of this ITB by reference. These documents may be reviewed in the Southeastern Purchasing Department or in the Linus A. Sims Memorial Library on the SLU campus during regular business hours.

BID RESPONSE FORMAT

All bids shall be submitted on the bid response forms provided in the ITB. The bid response form must be properly signed by an official of the bidding entity authorized to sign the bid. Bid prices should be typewritten or in ink and be indicated in figure form. 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 Southeastern Louisiana University unless specified otherwise by the University.

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) 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 bid shall be sealed. The name and address of the Bidder should appear on the outside of the bid envelope.

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 OPENING

Bids shall be opened and read on the specified time and date. All bids shall become a matter of public record at that time. Each Bidder is solely responsible for the timely delivery of the bid by the bid opening deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bids may be withdrawn by the Bidder upon written or facsimile request prior to the designated time for opening of bids. Withdrawal notification must be signed and received by the Southeastern Purchasing Department prior to the designated time for opening of bids.

DELIVERY OF BIDS

Each bid envelope 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 should mail the bid envelope by certified mail with a return receipt requested.

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

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

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 Project Coordinator with a copy sent to the Director of Purchasing.

Inquiries shall be in writing, signed, and received no later than seven (7) calendar days prior to the designated bid opening time. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addenda to all known to have received a complete set of bidding documents.

Any Bidder who feels the administrative or specification requirements of this ITB are in error or will not accomplish the desired end result shall make the appropriate written inquiry no later than seven (7) calendar days prior to the designated bid opening time.

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 all parts.

CONTRACT EXTENSION

Based upon the mutual agreement of the successful Bidder and Southeastern Louisiana University, this contract may be extended for (4) additional twelve (12) month period (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."

ON-SITE INSPECTION

An on-site inspection visit should be performed by the Bidder with the Contract Coordinator. Bidders shall contact the Contract Coordinator to schedule an appointment between 8:00 a.m. and 3:00 p.m., Monday-Friday. No on-site inspection requests for an appointment may be honored if contacted within (48) hours of the scheduled bid opening date, excluding weekends and holidays. Failure to perform an on-site inspection shall not relieve the vendor in the event of difficulties due to a lack of knowledge of conditions.

QUALIFICATION OF CONTRACTOR

The ability of a Contractor to secure performance guarantees shall not be regarded as the sole test of the Contractor's responsibility to perform the Work. The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Contractor to perform the 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.

SPECIFICATIONS

Whenever specifications indicate a specific brand, make or manufacturer, such specifications are used to denote the quality standard of product desired and do not restrict the Bidder to the specific brand, make or manufacturer named. They are used only to set forth and convey to the Bidder, the general style, type, character and quality of product desired. Equivalent products shall be acceptable if proper written approval is given for their substitution.

TAXES

The Bidder shall include in its bid price all federal, state and local taxes of all kinds applicable to the performance of the work. The University is

currently exempt from state and local sales and use taxes.

BID GUARANTEE

Each Bidder shall furnish a bid guarantee in the form of a bond (bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide), or a bid deposit in the form of a certified check or cashier's check made payable to Southeastern Louisiana University, in the amount of five (5%) percent of the TOTAL CONTRACT BID PRICE for the contract period.

The bid guarantee shall be subject to forfeiture for failure on the part of the successful Bidder (a) to satisfy all bid requirements, or (b) to furnish any required performance guarantees or insurance verifications, or (c) to execute the Contract within the time stipulated after official notification of award.

The University shall have the right to retain the bid guarantee of all Bidders until either (a) the successful Bidder(s) have satisfied all bid requirements and the Contract has been executed, or (b) all bids have been rejected. Only bid guarantees in check form will be returned to the Bidder.

PERFORMANCE GUARANTEE

The University shall require the successful Bidder to furnish a Performance Bond. Bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. Bond shall be furnished within the time stipulated in the official written notice (Notice of Intent to Award) in the total amount of fifty (50.0%) percent of the accepted bid for the full contract period made payable to Southeastern Louisiana University. If the contract is renewed, then the performance guarantee may be required to be renewed for each successive contract term in force.

The bonds shall secure for the University the prompt and faithful performance of the Contract in strict accordance with the specifications and drawings. The bond shall protect the University and the State of Louisiana against all liens or claims which may be filed against the Work for any reason and shall provide for the payment of reasonable attorney's fees for the enforcement of the Contract and for the institution of any legal proceedings which may become necessary in connection with the Contract.

MANDATORY REQUIREMENTS

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

BID PRICES

The prices bid shall be firm to cover all labor, equipment, materials, services, landfill disposal fees, supervision, bonds, insurance, transportation and any

other costs necessary to execute the designated solid non-hazardous waste disposal services in full conformity with the Invitation to Bid. Prices shall include any applicable Federal, State, Parish, Municipal or other taxes.

LIST OF BUSINESS USERS

EACH BIDDER SHALL ATTACH A LIST OF AT LEAST FIVE (5) BUSINESS OR GOVERNMENT USERS to the Bid Response Form for which the Bidder has performed solid non-hazardous 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.

DAYTIME BUSINESS PHONE NUMBER

The Contractor shall provide on the Bid Response Form a daytime business phone number in which a representative of contractor management may be contacted between the hours of 8:00 a.m. and 4:30 p.m. Answering services and answering machines shall not be considered an acceptable form of management contact. The University must be able to make direct telephone contact with the contractor's office to fulfill this requirement.

GENERAL CONDITIONS

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.

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.

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 uncopyrighted 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.

DISPOSAL OF NON-HAZARDOUS MATERIALS

The Contractor shall at all time keep the premises free from accumulations of trash, waste materials and debris caused by its employees or work. Removal of all trash, waste materials and debris shall be the responsibility of the Contractor. Trash receptacles on the University campus are understood to be used for non-hazardous, solid waste.

EQUAL EMPLOYMENT OPPORTUNITY

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 any other non-merit factor.

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.

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.

HOLIDAYS

The University shall recognize the following holidays during the contract term. Contractor shall not be responsible for servicing the campus on these holidays, but must schedule servicing the day following the holiday.

- | | |
|---------------------------|---------------------|
| 1) New Year's Day | 5) Independence Day |
| 2) Martin Luther King Day | 6) Labor Day |
| 3) Thanksgiving Day | 7) Memorial Day |
| 4) Good Friday | 8) Christmas Day |

The Contractor shall seek, in writing, the advance written approval of the Contract Coordinator regarding the recognition of any other holidays for its employees not contained herein.

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.

INSPECTION OF FACILITIES

The Contractor shall 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. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

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

The Contractor shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

MANAGEMENT REQUIREMENTS

The Contractor shall submit, in writing, the name(s) and phone number(s) of supervisory personnel that may be contacted at any time of day or night, Sunday through Saturday in the event of an emergency or problem. This information shall be submitted to the Contract Coordinator within thirty (30) calendar days of commencement of the contract work.

The Contractor shall provide the Southeastern Purchasing Department, the Contractor Coordinator and the Building Coordinator with a daytime business phone number in which a representative of contractor management may be contacted between the hours of 8:00 a.m. and 4:30 p.m. Answering services and answering machines shall not be considered an acceptable form of management contact. The University must be able to make direct telephone contact with the contractor's office to fulfill this requirement.

A management representative of the contractor shall visit or telephone the Contract Coordinator during the first week of each month to discuss the performance of the contract work.

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, SLU 10800, Hammond, LA 70402.

PAYMENT

As work progresses, the Contractor shall render monthly invoices based upon the amount of the contract work completed at the end of each month. Original invoices shall be forwarded to the Purchasing Department by the 30/31st of 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 mailed by the University Controller's Office during the following month.

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.

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 any employee under the contract when the University deems it to be in the University's best interest.

**THE CONTRACTOR IS TO DISTINGUISH PERSONNEL
BY THE USE OF COMPANY-IDENTIFIED UNIFORMS.**

Identification clothing shall be consistent in color and worn at all times while on campus.

Failure to abide by the above requirement may result in the monthly container rental payment being withheld until the contractor abides by the requirement stated in this section.

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 agrees that all employees of the Contractor shall register their motor vehicles with the University Police Department and that all employees will pay the current annual faculty/staff vehicle registration fee of twenty-five (\$25) dollars per vehicle. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the Contractor will then become responsible for payment of all fines assessed against the employee.

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.

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.

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 Contract Coordinator to work out the schedule days and time of pickups. This schedule is to be coordinated with other facility activities as to not incur conflict. The Contractor shall contact the Contract Coordinator to schedule a meeting within ten (10) calendar days after commencement of the contract work to establish this schedule.

The Contractor shall furnish, in writing, a final schedule of servicing as discussed in the preceding paragraph. This information shall 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. Surrendered premises must be left in a clean, orderly state satisfactory to the University.

SURVIVAL

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

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.

TERMINATION

If, because of reasons beyond the control of the University (e.g. fire, legislative funding), business operation in any or all of the locations of the University are interrupted or stopped, then the University shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The University may terminate the contract agreement at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

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 PERSONNEL

The Contract Coordinator shall at all times have access to the contract work when it is in progress.

The University reserves the right, when deemed in the University's best interests, to utilize its own personnel or other contractor's in the disposal of solid waste. This contract shall be considered non-exclusive at all times.

UTILITY SERVICES

The University shall provide, at its own expense, services at existing outlets (electric power and domestic cold water) 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 University shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

SPECIFICATIONS FOR SOLID WASTE DISPOSAL**GENERAL:**

Service shall consist of rental of trash containers and trash compactors and all related servicing (hauling and disposal of trash, and hauling of recyclables.)

The contractor shall be responsible for **MAINTAINING, DEODORIZING, DISINFECTING, AND/OR REPLACING OF CONTAINERS IN ADDITION TO ALL CHEMICALS AND SANITIZING EQUIPMENT USED.** All containers must be thoroughly cleaned and disinfected as needed to prevent possible disease or odors. *Deodorizing and disinfecting of containers shall be performed once each quarter.* Removal of leakage resulting from disposal operations shall be the responsibility of the contractor. To minimize leakage from trucks, it is expected that the truck will be empty prior to beginning the campus route. The truck driver must notify contractor office of any leakage from the truck. Leakage and spills must be cleaned within four (4) hours.

Quantity, size, location and frequency of equipment and services will be indicated herein. Services, equipment, and/or locations may be increased or decreased as needed by the University or as mutually agreed upon when requested by contractor.

Special-call, urgent requests for service to containers outside of normal work hours must be performed within eight (8) hours of the call. Pickup for special calls during normal work hours must occur within four (4) hours. Special-call service for frontload dumpsters may be billed at the rate of "ADDITIONAL PICKUPS AFTER BUSINESS HOURS OR ON WEEKENDS," unless the condition resulted from a failure on the part of the contractor. Special calls for service shall originate from a recognized Contract Coordinator: 1) Landscape Manager (or from Director of Physical Plant) or 2) Assistant Director of Housing Facilities (or from the Director of Housing).

Charges for all services shall be itemized and billed monthly. Any missed or skipped pickups will be deducted from the monthly charges for the number of days missed. The daily rate will be calculated from the monthly rate for that month.

Equipment shall be bid at rates as indicated. Supplier shall be responsible for maintaining and keeping equipment at locations to give continuous service for garbage and trash collection and disposal. The University assumes no risk for condition of equipment.

Any modifications at job sites will be the responsibility of the successful bidder. Bidder shall be responsible for visiting sites prior to submitting bid.

Vehicles used for servicing containers shall be maintained in clean condition, free from leaks and other abnormal conditions. All vehicles used must have permits for hauling refuse and/or other appropriate permits and licenses.

The University will be responsible for providing access to container; however, contractor will be responsible for damage, such as broken curbs, ruts, etc., outside of normal access drives. Where applicable, dumpsters must be positioned neatly and squarely **WITHIN** the area designated for the dumpster. This includes brick enclosures, fenced areas, and concrete curbed areas. The route of the servicing vehicle should be designed to accommodate the angle of the dumpster placement. **IT IS THE RESPONSIBILITY OF THE DRIVER OR THE DRIVER'S ASSISTANT TO EXIT THE TRUCK TO OPEN AND CLOSE GATES BY HAND ON DUMPSTER ENCLOSURES. THE GATE-SECURING DROP ROD MUST BE LIFTED FROM GROUND CONTACT BEFORE SWINGING A GATE. Any**

gate damage must be reported immediately and replaced promptly.

IT IS THE RESPONSIBILITY OF THE DRIVER OR THE DRIVER'S ASSISTANT TO ROLL WHEELED DUMPSTERS INTO A POSITION ACCESSIBLE TO THE TRUCK AND TO RETURN THE DUMPSTER TO THE APPROPRIATE ENCLOSURE. Wheels (castors) supplied on dumpsters shall be two swiveling castors on one end and two stationary castors (non-swiveling) on the opposite end. Damaged castors must be replaced within 24 hours.

It is the responsibility of the truck driver to get out and pick up garbage that falls during servicing of the dumpster. If waste is excessive around the dumpster prior to dumping, the driver or a company representative must contact the University (contract coordinator). **AT NO TIME SHALL A DUMPSTER BE PLACED ON TOP OF DEBRIS ON THE GROUND IN A WAY THAT PREVENTS REMOVAL OF THE DEBRIS BY HAND FOR TIDYING OF THE DUMPSTER AREA.**

In the event an illegally parked vehicle prevents service of a receptacle at the normally scheduled time, the following procedure will be followed:

1. Driver will immediately report blockage to the University Police (Phone: 549-2222). The driver shall provide the vehicle license number, the Southeastern Louisiana University hang tag number, or other information as may be requested by the Police.
2. Driver will make a second attempt to service blocked container before leaving campus.
3. Should the second attempt fail and the Contractor's truck be in the area of the University later in the same day, another attempt to service that receptacle will be made.
4. If the truck is not in the area the same day, the blocked container will not be serviced until the following day. Weekly charge for that receptacle shall be based on the number of times actually serviced.

The contractor will hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or on account of any law suit or damages of any character whatsoever resulting from injuries or damages of any person or persons or property by virtue of performance of this contract by the contractor or its agents.

It is anticipated that one front loader truck will be sufficient to handle the volume of University trash and waste to be collected and removed; however, the University reserves the right to request additional trucks to facilitate the removal of wastes in a timely manner.

The successful vendor is to provide a brief description of the services. The narrative should include equipment to be used, general material flows, handling of missed pick ups and of requests for additional pick ups and the procedure to be followed in the event of equipment failure.

Regular containers are to be all steel commercial front-end loader type with hinged lids (plastic lids are acceptable). One-yard and two-yard dumpsters for GROUP 2 Frontload Dumpsters are to be of plastic construction. This is intended to reduce noise when servicing and to lessen the weight of the unit for employees moving them to and from buildings. Containers need not be new but they must be maintained in good operating condition and free from leaks and other abnormalities. **Metal containers shall be painted black or a very dark green so that the units are least noticeable within campus landscape views. The compactor**

for Single-Stream Recycling is to be painted dark green. It is preferred that plastic containers also be black or dark green.

Contractor shall be responsible for compliance with all University policies, police security measures, and vehicle regulations.

The University reserves the right to require the contractor to dismiss any employee deemed incompetent, careless, insubordinate or otherwise objectionable or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the University.

The University reserves the right to cancel equipment rental and associated hauling for any location. The University also reserves the right to add equipment and associated hauling at contract prices for any new campus building or other temporary or permanent University structure.

The University may terminate the contract if the contractor fails to perform the work in accordance with the contract, including, but not limited to, failure to supply sufficient skilled workers or equipment for a period of six (6) consecutive workdays or on a frequent, but intermittent basis.

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.

ROUTE CONSIDERATIONS:

Daily servicing of frontload dumpsters shall proceed in an order of ranked priority. If scheduled for service on a given day:

1. If beginning frontload dumpster route on campus before 5:30AM, Academic and Auxiliary Service dumpsters on south campus should be serviced prior to 5:30AM.
2. Main residence halls (Housing: Group 2 dumpsters south of University Ave.) are to be serviced as first priority after 5:30AM, so that Housing custodians may find empty dumpsters to place under the trash chutes in the buildings at the beginning of their shifts.
3. Any remaining Academic and Auxiliary Service dumpsters on south campus are to be serviced next because some locations become blocked by parked cars or delivery vehicles early in the day. (Anzalone Hall is a particularly crowded parking area.)
4. Group 2 dumpsters north of University Avenue (Southeastern Oaks Apartments and Greek Village) are to be serviced next, and must be completed by 7:30AM.
5. Group 1 dumpsters north of University Avenue should be serviced last, and must be completed by 8:00AM.
6. Off-campus locations.

RECYCLING:

The scale weight of each recycle load shall be reported to the Contract Coordinator. Recyclables collected by the University include:

- Paper (sheets and shredded)
- Plastic (#1-7, except Styrofoam)
- Metal cans
- Cardboard

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

Before commencing work, the other party (vendor/contractor or subcontractor) 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 higher and shall provide evidence of such insurance to the University, as may be required by the University. The policies or certificates thereof, shall provide that thirty (30) 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 policies. All notices shall name the other party and identify the agreement or contract number.

A. Workers' Compensation - Statutory - in compliance with the Compensation law of the State. (A.M. Best's rating requirement mentioned may be waived for workers compensation coverage only.)

B. Comprehensive General Liability Insurance with a minimum of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations
2. Broad Form Contractual Liability
3. Products and Completed Operations
4. Use of Contractors and Subcontractors
5. Personal Injury
6. Broad Form Property Damage

C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. The insurance shall include for bodily injury and property damage the following coverage:

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

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.

Location of operation shall be "All Locations".

D. If at any time any of the policies shall become unsatisfactory to the Agency as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Agency, the other party shall obtain a new policy, submit the same to the Agency for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations

of the other party concerning indemnification.

E. All policies and 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 University, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
- 2) The University shall be named as an "additional insured" as regards to negligence by the contractor. (ISO Form CG 20 10 03 97).
- 3) The insurance companies issuing the policy or policies shall have no recourse against the University for payment of any premiums or for assessments under any form of policy.

F. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party 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 the other party, its agents, servants, and employees, or any and all costs, expense 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, and/or employees. The other party 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.

G. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.

H. The insurance companies issuing the policy or policies shall have no recourse against the University for payment of any premiums or for assessments under any form of policy.

I. All property losses shall be made payable to and adjusted with the University.

J. Neither the acceptance of the completed work nor payment thereof shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

K. If any of the Property and Casualty insurance requirements with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the University, the University may pay the Renewal Premium and withhold such payments from any monies due Contractor/Subcontractor.

(To Be Completed By Successful Contractor)

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: _____

