NORTHWESTERN STATE UNIVERSITY

Purchasing Office St. Denis Hall Natchitoches, Louisiana 71497 Email: <u>purchasing@nsula.edu</u> (318) 357-5716



ISSUE DATE: NSU BID NO. 06/06/2025 RQ25-0015

## **REQUEST FOR QUOTATION**

**REQUEST FOR QUOTATION**: This Quotation, subject to the conditions herein stated and attached hereto, will be received at this office until:

Tuesday, June 24, 2025, 2:00 P.M. (CST)

And then opened for furnishing the items and/or services as described for Northwestern State University.

#### THIS IS NOT A SEALED BID, VENDORS MAY RETURN QUOTE BY EMAIL.

DESCRIPTION

Re-bid Contract for Waste Disposal at Northwestern State University Ft. Johnson, Leesville, and Cenla Campus

#### **INSTRUCTIONS:**

:

- 1. Your bid should be made on this form and returned by mail, email, or in person.
- 2. The University cannot accept bids or addenda by phone.
- 3. Any quotation received after deadline will be considered non-responsive.
- 4. All prices are to be quoted complete and FOB Natchitoches (freight prepaid)
- 5. All prices must be firm.
- 6. DO NOT include Federal Excise Tax.
- 7. Unless otherwise specified, all bids shall be binding for 30 calendar days from date of bid opening

#### BIDDERS PLEASE FILL IN ALL BLANK SPACES AND SIGN BELOW

Terms will be	and shipment will be received within	 days after receipt of order.
Delivery may be a consideration	in the award.	

Approved:

Ashlee Grayson, Director of Purchasing

## **INSTRUCTIONS TO BIDDERS**

**1.** <u>Bid Forms</u>: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. 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; and
- 3. Bid not submitted on NSU's standard forms.

Bids must be received at the address specified in the Request for Quotation prior to bid opening time in order to be considered. Any bid received after bid opening time will be returned to sender unopened. Telegraphic and fax alterations to bids received before bid opening time <u>will be</u> considered provided formal bid and written alteration have been received and time- stamped before bid opening time.

2. <u>Submission of Solicitation</u>: Firms/individuals who are interested in providing services requested under this Request for Quote must submit bid containing the information specified in this solicitation. The bid must be received by the Purchasing Office on or before (*2:00 P.M.*) Central Daylight Time on the date specified. Bidders mailing their submittals shall allow sufficient mail delivery time to ensure receipt of their submittal by the time specified. The submitted bid must be delivered at the Bidder's expense to:

Attn: Ashlee Grayson Director of Purchasing Business Affairs/St. Denis Hall 200 Sam Sibley Drive Northwestern State University Natchitoches, LA 71457

**3.** <u>**Prices:**</u> The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

# 4. <u>F.O.B</u>: Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

**5.** <u>Standard of Quality:</u> Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, 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 must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.</u>

**6.** <u>Descriptive Information</u>: Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's

published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

<u>MANUFACTURER'S NUMBERS AND TRADE NAMES</u>: Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number are meant to establish the standard, type, quality, style, etc. Northwestern State University shall be the sole judge as to whether or not the equipment offered is equal to that specified.

7. <u>Bid Opening</u>: 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 Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

**8.** <u>Award</u>: Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing 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. Only the issuance of a Purchase Order constitutes acceptance on the part of the University.

**9.** <u>Purchase Order:</u> If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the University, meet the requirements of these specifications.

10. <u>Conditions of Purchase Orders</u>: We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. <u>If you cannot fill in the order as directed, return for advice</u>. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order, you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

11. <u>Inspection and Acceptance</u>: Upon delivery of each item to the Agency, inspection of the item will be made by Northwestern State University, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

**12.** <u>**Reject:**</u> 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 on an all-or-none basis. Missing bid information, including Signature Authority and Performance Bond information, and/or exceptions to terms and conditions may cause a bid to be rejected. All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the NSU purchase order number, or it will be refused and returned at vendor's expense.

13. <u>Payment Terms</u>: Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken 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. Invoices shall be submitted to: Northwestern State University, Business Affairs, Accounts Payable Section, St. Denis Hall, Natchitoches, LA 71497. We must

pay from <u>ORIGINAL ITEMIZED</u> invoices as required by the State Legislative Auditor.

**14.** <u>**U.S. Taxpayer Identification Number:**</u> Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

**15.** <u>**Taxes:**</u> The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

**16.** <u>New Products:</u> Unless specifically called for in the IFB, 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 IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

**17.** <u>Contract Renewals:</u> Upon Agreement of Northwestern State University Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

**18.** <u>Contract Cancellation</u>: Northwestern State University reserves the right to cancel this contract with thirty (30) days written notice.

**19.** <u>**Termination:**</u> Either party may terminate this Agreement upon ten (10) days written notice, without further liability to any other party, in the event Force Majeure causes the continued performance under this Agreement to be impossible or impracticable.

**20.** <u>Force Majeure:</u> Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement to the extent that such failure or delay, results from causes beyond the control of the party. Such causes shall include by not be limited to, Acts of God, acts of the government in its sovereign or contractual capacity, fires, floods, earthquakes, epidemics, pandemic quarantine restrictions, freight embargoes, riots, strikes, civil or military authority, acts of public enemy or war.

**21.** <u>Default of Contractor</u>: Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Northwestern State University Purchasing has determined the contractor to be in default, NSU Purchasing 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.

**22.** <u>Indemnity:</u> Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim of action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

**23.** <u>Davis Bacon Act</u>: The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

**24.** <u>Order of Priority:</u> In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

**25.** <u>Applicable Law:</u> All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**26.** <u>Discrimination and EEOC COMPLIANCE</u>: The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans With Disabilities Act of 1990: Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with KBB 2004-54 because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## 27. Standard Preference:

**A.** In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes\_\_\_\_\_ Specify Item Number(s)

Name and location within Louisiana where such paper or paper product is manufactured or converted:

<b>B.</b> A preference not to exceed 10% may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.
Do you claim this preference? Yes Specify Item Number(s)
Specify location within Louisiana where this product is manufactured, produced, grown or assembled:
If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes: No:

**[Note:** If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.]

**28.** <u>Scope of Contract</u>: Furthermore, submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation) BIDDERS MUST SIGN IN INK

## IMPORTANT

### Signature Authority: In Accordance with L.R.S.39:1594 (Act 121), the person signing the bid must be:

- 1. A current corporate officer, partnership member of 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 reelected by an accompanying corporate resolution, certificate or affidavit; or
- 3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

### By signing the bid, the bidder certified compliance with the above.

## WE ARE AN EQUAL OPPORTUNITY UNIVERSITY

## INDEMNIFICATION AGREEMENT

The	agrees to protect, defend, indemnify, save, and hold harmless the Lessee/Supplier)
(Contractor/Subcontractor/ State of Louisiana all Sta	Lessee/Supplier) te Departments, Agencies, Boards and Commissions, its officers, agents,
servants and employees, i	ncluding volunteers, from and against any and all claims, demands, expense and
liability arising out of inju	ry or death to any person or the damage, loss or destruction of any property
which may occur or in an	y way grow out of any act or omission of,
its agents, servants, and e	<i>(Contractor/Subcontractor/Lessee/Supplier)</i> mployees, or any and all costs, expense and/or attorney fees incurred by
	as a result of any claim, demands, and/or causes of action
(Contractor/Subcontractor/Lessee except those claims, dema	(Supplier) ands and/or causes of action arising out of the negligence of the State of
Louisiana, all State Depa	rtments, Agencies, Boards, Commissions, its agents, representatives, and/or
employees.	agrees to investigate, handle, respond to, provide
(Contractor/S) defense for and defend an	ubcontractor/Lessee/Supplier) y such claims, demand, or suit at its sole expense and agrees to bear all other costs
and expenses related there	eto, even if it (claims, etc.) is groundless, false or fraudulent.
	Accepted by Company Name
	Company Name
	Signature
	Title
	Date Accepted
	•
	Is Certificate of Insurance Attached?YesNo
Contract No.	for State Agency Number and Name
	State Agency Number and Name
PURPOSE OF CONTRAC	T:

#### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract 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.

#### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.
- 2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- 3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- 3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or 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 Agency.

#### E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

#### F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## NOTIFICATION LETTER

# To: All contractors, subcontractors and short-term workers working or proposing to work on the Campus of Northwestern State University.

The State of Louisiana has completed an asbestos survey of all state-owned buildings. The results of the survey are compiled in management plans by facility. The management plans were assembled according to the requirements set forth in the Department of Environmental Quality Required Elements Index. These plans are available for review to anyone interested in the results. The plans will be kept in the Office of Environmental Health and Safety Officer.

Designated person to carry out local education agency, Northwestern State University, responsibilities under LAC 33:III.2705:

#### Northwestern State University Environmental Health and Safety Officer:

Chelsea Eddington NSU Facilities Services Complex 998 South Jefferson Street Northwestern State University Natchitoches, LA 71497 (318) 357-4424

Per LAC 33:III, Chapter 27, Louisiana Asbestos Regulations, this information is available for your review to ensure that all "workers who may come in contract with asbestos in a school or state building are provided information regarding the locations of ACBM and suspected ACBM assumed to be ACM."

All contractors' subcontractors and short-term workers planning to do any work on any Northwestern Campus shall coordinate with the Environmental Health and Safety Officer prior to beginning such work.

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## **SPECIFICATION AND BID FORM**

#### Contract Period: July 1, 2025, through June 30, 2026

Contract for Solid Waste Disposal Service for NSU Ft. Johnson Center

#### 3329 University Parkway, Leesville, LA

	One (1) Pick Up	<ul> <li>- 3 Yard Container with Lock</li> <li>- Twice (2 times) Per Week for the Contract Period</li> </ul>			
Item	Quantity	Description	Unit Price		
1.	12 Months	Monthly Rate Includes			
		3 Yd. Container			
		Twice a Week Pick-Up Service \$	/mo. x 12 = \$	Annually	
Cont	Contract for Solid Waste Disposal Service for NSU Cenla Campus, England Airpark				
1410 Neel Kearby Dr., Alexandria, LA 71303					
		- 3 Yard Container with Lock			

Pick Up – Twice (2 times) Per Week for the Contract Period

- Item Quantity Description Unit Price
  - 1. 12 Months
     Monthly Rate Includes

     3 Yd. Container

     Twice a Week Pick-Up Service \$\_\_\_\_\_/mo. x 12 = \$\_\_\_\_\_ Annually

#### Contract for Solid Waste Disposal Service for NSU Cenla Campus, England Airpark

#### 7228 England Dr., Alexandria, LA 71303

	<b>One (1)</b>	- 4 Yard Container with Lock			
	Pick Up	- Twice (2 times) Per Week for the Contract Period			
Item	Quantity	Description	Unit Price		
1.	12 Months	Monthly Rate Includes			
		4 Yd. Container			
		Twice a Week Pick-Up Service <mark>\$</mark>	/mo. x 12 = \$	Annually	
			\$		
			Bid Total		

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At the option of the University and acceptance of the contractor, this contract may be renewed for two (2) additional twelve (12) month periods at the same terms, conditions, and prices. Contract not to exceed thirty-six (36) months. Northwestern State University reserves the right to cancel this contract with thirty (30) *days* written notice.

**<u>CANCELLATION</u>**: If pick-up service is not satisfactory, Northwestern State University reserves the right to cancel this contract within thirty (30) days written notice.

ALL CONTRACTS NEGOTIATED BY NORTHWESTERN STATE UNIVERSITY WILL BE PAID WITH NEW FISCAL YEAR FUNDS, ONLY AND IF APPROPRIATED BY THE LEGISTURE OF THE STATE OF LOUISIANA.

To view site, or for questions concerning this bid, please contact Dale Wohletz at 318-471-1336 or via email <u>wohletz@nsula.edu</u>.