UNIVERSITY of NEW ORLEANS

INVITATION TO BID YEARLY SERVICE CONTRACT

SOLID WASTE COLLECTION AND DISPOSAL

(Upon Award for One Year - Renewable up to 2 Years)

Sealed Bid #BTB 2877

Bid Date: JULY 7, 2025

Bid Time: 2:00 p.m.

Pre-Bid Conference:

Date: JUNE 23, 2025

10:00 a.m. at the

Administration Building, Suite 112



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PREPARED BY

UNIVERSITY OF NEW ORLEANS

PURCHASING OFFICE

Administration Annex Building Room 1004G

LAKEFRONT - NEW ORLEANS - LOUISIANA - 70148

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PURCHASING REPRESENTATIVE: Troy Bacino, Assistant Director for Purchasing

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Date: May 7, 2025

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INSTRUCTIONS TO BIDDERS

UNIVERSITY of NEW ORLEANS

INSTRUCTIONS TO BIDDERS

ARTICLE 1

YEARLY SERVICE CONTRACT TITLE AND BID OPENING DATE & TIME

1.1 Yearly Service Contract Title: **SOLID WASTE COLLECTION AND DISPOSAL**

Bid Opening Date & Time: JULY 7, 2025 at 2:00 p.m.

Location of Bid Opening:

University of New Orleans Purchasing Office Administration Annex, Room 1004G New Orleans, Louisiana 70148

ARTICLE 2

BIDDER'S REPRESENTATION

- 2.1 Each Bidder by making his bid represents that:
 - 2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.
 - 2.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

The Bidder is advised to carefully consider all University physical features and activities and occupancies by faculty, staff and students, and to plan activities so as not to disrupt the normal operations and activities of the University except as expressly permitted by the University in writing. The Bidder shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.

Every effort has been made to accurately show all pertinent surface and subsurface features accurately. For self-assurance, the Bidder may examine available drawings and documents related to University premises.

Such examinations may be made only in the offices of the University Facility Services as part of the Non-Mandatory Pre-Bid Conference.

- 2.1.3 His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
- 2.1.4 His bid is not based on any verbal instructions contrary to the Bidding Documents and addenda.
- 2.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 3

BIDDING DOCUMENTS

3.1 Copies

3.1.1 Complete Bidding Documents may be obtained from the University of New Orleans Purchasing Office.

The Bidding Documents consist of the Instructions to Bidders, the Bid Form, The Technical Specifications, the Drawings (if any) and all Addenda issued prior to bid opening.

These INSTRUCTIONS TO BIDDERS, including amendments and additions thereto, apply to each and every heading of the TECHNICAL SPECIFICATIONS with the same force as though repeated in full under each heading.

- 3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the University nor the Consultant assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The University and/or its Consultant in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
- 3.2 Inquiries and Interpretation or Correction of Bidding Documents
 - 3.2.1 All inquiries regarding these specifications shall be asked at the Pre-Bid conference or sent to the University Representative with a copy to the Purchasing Representative, each as identified on the Title Page of this Specification. Inquiries must be received at least seven (7) days prior to bid opening.
 - 3.2.2 Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
 - 3.2.3 It shall be the Bidder's responsibility to make inquiry as to addenda issued. All issued addenda should be acknowledged on the Bid Form and shall become part of the Contract. Neither the University nor its Consultant(s) will be responsible for any explanation or interpretations of the Documents not covered by written, issued addenda.

The Bidder should acknowledge all issued addenda in the space provided on the Bid Form. Failure to acknowledge addenda may render the proposal informal and may cause its rejection.

3.3 Substitutions

- 3.3.1 Any materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 3.3.2 No substitution will be considered unless written request for approval has been submitted by the Contractor and <u>has been received by the University Representative prior to beginning work</u>.

Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

It shall be the responsibility of the Contractor to include in his request all changes required to the work if the proposed substitute is used. Approval, if granted, is given contingent upon Contractor being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

3.3.3 If the University approves a proposed substitution, such approval will be set forth in writing. Contractor shall not rely upon approvals made in any other manner.

3.4 Addenda

- 3.4.1 Addenda will be mailed, delivered, electronically (email) sent or faxed to all Contractors in attendance at the mandatory Pre-Bid Conference or to all bidders if no mandatory Pre-Bid Conference is scheduled.
- 3.4.2 Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 Addenda shall not be issued within a period of three (3) working days prior to the time set for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the three (3) working day period prior to the time for the opening of bids, then the opening of bids shall be extended exactly one week, without the requirement of re-advertising.
- 3.4.4 Each Bidder shall ascertain from the University of New Orleans Purchasing Office prior to submitting his bid that he has received all addenda issued, and he should acknowledge their receipt on the Bid Form.

ARTICLE 4

BIDDING PROCEDURE

- 4.1 Form and Style of Bids
 - 4.1.1 Bids shall be submitted on the forms provided by the University.
 - 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
 - 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
 - 4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.
 - 4.1.5 Bidder should make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

4.1.6 The bid shall include the legal name of Bidder and the bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

In accordance with R.S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, and bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the University. By signing this bid, the bidder certifies compliance with the above.

4.2 Submission of Bids

- 4.2.1 Bids shall be sealed in an envelope with the Bidding Documents and will be received until the time specified and at the place specified in these Bidding Documents. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the University of New Orleans Purchasing Office at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid. The bid envelope shall be identified on the outside with the name of the project, and the address of the Bidder.
- 4.2.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in these Bidding Documents, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.2.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 4.2.4 Oral, telephonic, telegraphic, electronic (email), or faxed bids are invalid and shall not receive consideration. The University shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

4.3 Modification or Withdrawal of Bid

- 4.3.1 A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 39:1594,F. which states, "Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under regulations."
- 4.3.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the University of New Orleans Purchasing Office at the place and prior to the time designated for receipt of bids.
- 4.3.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 Opening of Bids

5.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and tabulation will be made available to Bidders.

5.2 Rejection of Bids

- 5.2.1 The University shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.
- 5.3 Acceptance of Bid
 - 5.3.1 The Bid will be awarded on the basis of the lowest total cost as determined when the unit prices in the bid form are applied to a theoretical use model developed by the University.

ARTICLE 6

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 6.1 Form to be Used
 - 6.1.1 Form of the Contract to be used shall be furnished by the University of New Orleans Purchasing Office, in the form of a duly executed Purchase Order.
- 6.2 Discriminatory Practices
 - 6.2.1 Discriminatory Practices: Both the University and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to ensure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

6.3 Affirmative Action/Non-Discrimination

6.3.1 If the amount of the Bid exceeds \$10,000 the successful Bidder shall be required to execute the Equal Employment Opportunity Clause and Assurance of non-discrimination prior to the University entering into a contract. These documents will be in accordance with Chapter 60 of the rules and regulations. Office of Federal Contract Compliance, Equal Opportunity, U.S. Department of Labor

6.4 Payments

- 6.4.1 Contractor will be paid after each job is satisfactorily completed and upon recommendation of the University Representative.
- 6.4.2 Payment for services shall be made to the Contractor once a month after receipt by the University of an invoice (or invoices) by which the Bidder certifies, and the University agrees, that all the invoiced work was performed in accordance with the specifications.
- 6.4.3 All invoices should be submitted to the University's Office of Accounts Payable AND clearly indicate the Purchase Order Number assigned by the UNO Purchasing office. Invoices must be accompanied by a service ticket(s) or reference the service ticket(s) if the ticket(s) was already submitted to Facility Services. The service ticket must reference who requested the work, why the work was needed, and what work was performed. Lump sum invoices will not be processed. All work must be itemized and include a breakdown per the unit pricing and material markup, if applicable, per the bid.

6.5 Time

- 6.5.1 Contract Time: One (1) calendar year with the option to renew for four (4) twelve (12) month periods if mutually agreeable.
- 6.5.2 Escalation Clause

Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. The price increase may not be greater than the Consumer Price Index (All Urban Consumers, Current Series) average increase for the prior 12 months. The University reserves the right to approve or disapprove the price increase.

6.6 Termination

6.6.1 Termination for Cause

The University may terminate any contract entered into as a result of this ITB for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within Ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of the Contract; provided that the Contractor shall give the University written notice specifying the University's failure.

6.6.2 Termination for Convenience

The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for work performed (monthly charges to be prorated), to the extent work has been performed satisfactorily.

6.6.3 Implementation of Termination

The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification (and be compensated for such work.

In the event of termination or reduction in the scope of work by the University, the University shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Contractor's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work.

Upon termination as above, the Contract Administrator shall make final determination of the amount due the Contractor for work performed.

6.6.4 Termination by the Contractor

If, for any reason, the Contractor desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the University. In the event of termination by the Contractor, the Contractor shall be governed by the terms and conditions, and shall perform all work required by the specifications until the termination date.

- 6.7 Subcontractors
 - 6.7.1 All subcontractors must be identified and approved in writing in advance by the University. Contractor shall promptly pay all laborers, materialmen, subcontractors and suppliers for work performed pursuant to this contract.
- 6.8 Fiscal Funding
 - 6.8.1 The continuation of any agreement entered into as a result of this bid past the current fiscal year 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 the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE 7

PRE-BID CONFERENCE

7.1 A Non-Mandatory Pre-Bid Conference shall be held at the project site. Provisions for the site inspection are included as part of the <u>Non-Mandatory</u> Pre-Bid Conference to be held in the Administration Building, Facility Services, Suite 112 at 10:00 A.M. on <u>JUNE 23, 2025</u>. The Pre-Bid Conference shall also provide opportunity for a review of the Bidding Documents. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bidding Documents, and to receive comments and information from interested Bidders.

7.2 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum issued in accordance with Paragraph 3.4.1 of the Instructions to Bidders.

ARTICLE 8

QUALIFICATIONS

8.1 Vendors/Contractors Bidding this contract shall have demonstrated experience in the removal of solid waste with total waste contracts totaling 1,000,000 square feet of facility space. Contractor must also have the ability to supply the campus with 30+ waste receptacles of various sizes ranging from 2-30 cubic yards. All vendors should present references with the bid that will attest to the aforementioned requirement. (See Bid Form page 6 of 6).

ARTICLE 9

INSURANCE

- 9.1 The Contractor, prior to commencing work, shall provide at his expense, proof of insurance coverage with insurance companies licensed in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI.
- 9.2 Insurance requirements are set forth in "Exhibit A" of these documents.

ARTICLE 10

FEDERAL & STATE CLAUSES FOR CONTRACTS

- 10.1 Federal clauses, if applicable
 - 10.1.1 Anti-Kickback Clause: The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
 - 10.1.2 Clean Air Act: For contracts over \$150,000, the contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities.
 - 10.1.3 Energy Policy and Conservation Act: The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issues in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
 - 10.1.4 Clean Water Act: For contracts over \$150,000, the contractor herby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
 - 10.1.5 Anti-Lobbying and Debarment Act: The contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and the Debarment Act.

- 10.2 Prohibition of discriminatory boycotts of Israel in accordance with LAR.S. 39:1602.1, the following applies to any bid with a value of \$100,000 or more and to vendors with five or more employees: by submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: in preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
- 10.3 Certification of no federal suspension or debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "audit requirements in subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <u>https://www.sam.gov</u>.

10.4 In accordance with Louisiana law, all corporations (see LA R.S. 12:262.1) and limited liability companies (see LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over\$25,000.

Before commencing work, the other party (vendor/contractor and 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 better and shall provide evidence of such insurance to the University of New Orleans. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the contractor and identify the agreement or contract number.

- A. Worker's Compensation Statutory in compliance with the Compensation law of the State. Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned above is waived of workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:
 - 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
 - 7. Explosion, Collapse, and Underground (XCU) Coverage
- 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. This insurance shall include for bodily injury and property damage the following coverages:
 - 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. Other Party's Professional Liability. The other party shall provide such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specification.
- E. If at any time any of the policies shall become unsatisfactory to the University of New Orleans as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the University of New Orleans, the other party shall obtain a new policy, submit the same to the University of New Orleans for approval and submit a certificate of insurance as required. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University of New Orleans 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.

- F. 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 of New Orleans, 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 of New Orleans shall be named as an "additional insured" as regards negligence by the contractor. (ISO Form CG 20 10 11 85).
 - 3. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.
- G. 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 University of New Orleans, 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 of 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 of those claims, demands, and/or causes of action arising out of negligence of the University of New Orleans, 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 it (claims, etc.) is groundless, false or fraudulent.

- H. 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.
- I. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.
- J. All property losses shall be made payable to and adjusted with the University of New Orleans.
- K. Neither the acceptance of the completed work nor payment therefor shall release the contractor/subcontractor from his obligations from the insurance requirements or indemnification agreement.
- L. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.
- M. If any of the Property and Casualty insurance requirements (Exhibit A of B) are not complied 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 of New Orleans, the University of New Orleans may pay the Renewal Premium and withhold such payments from any monies due the contractor/subcontractor.

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. <u>MINIMUM SCOPE OF INSURANCE</u>

Coverage shall be at least as broad as:

- Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
- 2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. 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. Worker's Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. <u>MINIMUM LIMITS OF INSURANCE</u>

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. <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS</u>

Any deductibles or self-insured retentions must be declared to and approved by the University of New Orleans. At the option of the University of New Orleans, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University of New Orleans, its officers, officials, employees and volunteers; or 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 University of New Orleans, 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 University of New Orleans, 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 University of New Orleans, 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 University of New Orleans, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the University of New Orleans.

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 University of New Orleans.

E. <u>ACCEPTABILITY OF INSURERS</u>

Insurance is to be placed with insurers with a Best's rating of no less than A-:VI. This requirement will be waived for worker' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the University of New Orleans 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 University of New Orleans before work commences. The

University of New Orleans reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. <u>SUBCONTRACTORS</u>

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.

INDEMNIFICATION AGREEMENT

BID FORM

| BID DA | TE: | | | | | | | | |
|---------------------|--|---------|---|---|---|---|--|---|---|
| | D: The University of New Orleans Purchasing Office Administration Annex, Room 1004G New Orleans, Louisiana 70148-0001 | | | | | | | | |
| PROPO |)SAL F | OR: | <u>Solid</u> | Waste Collect | ion and | l Disposal- N | <u>Main & Eas</u> | st Campus | |
| Sealed | Bid N | umber | : <u>BTB2</u> | 877 | | | | | |
| THE BI | DDER: | | | | | | | - | |
| | | | | | | | | | |
| | | | | | | | | | |
| acknov | vledge | s recei | pt of th | e following | | | | | |
| ADDEN | NDA: | No | _Dated | : | _No | _Dated: | | | |
| | | No | _Dated | : | _No | _Dated: | | | |
| THE BI | DDER: | | Biddin Docun verbal adden site, a applia manne with th | y declares and ig Documents nents, c) has instructions da, d) has per and hereby p nces and faci er, all work an ne Bidding Doc and Facility S | s, b) h not rec contra rsonally ropose lities a nd serv cument | as a clear ceived, relie ary to the y inspected s to provic s required ices under t s as prepare | understan d on, or b Bidding and is fam le all labe to perforn his contra ed by the U | ding of the based his bi Documents biliar with th or, materia n, in a wor ct, all in ac | e Bidding id on any s or any ne project ils, tools, rkmanlike ccordance |
| REJECTION OF BIDS: | | | The Bidder u to reject any | | | | ty reserves | the right | |
| WITHDRAWAL OF BIDS: | | | The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids except in accordance with the provisions of R.S. 39:1594,F. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. | | | | | | |
| BID: | | | Complete prices on Bid Tabulation/Breakdown sheets Pages 3 through 4 of 5. | | | | | | |

BID FORM Page 1 of 5

| NAME OF BIDDER: | |
|-----------------|--------------------|
| BY: | |
| | (signature) |
| | |
| | (typed or printed) |
| TITLE: | |
| ADDRESS: | |
| | |
| DATED: | |
| TELEPHONE NO: | () |
| FAX NO: | _() |
| E-MAIL | |

| BID TABULATION/BREAKDOWN SHEET | | | | | | | | | | | | |
|--------------------------------|---|-------------------------|-------------------------|----------|-----------------------|--------|-------|--------|----|----|--------------|--|
| | | CONTAINER | | SCHEDULE | | | | | | | BID | |
| ITEM | LOCATION BUILDING | SIZE (Cubic Yard) | NUMBER OF CONTAINERS | Su | м | Tu | w | Th | F | Sa | MONTHLY COST | |
| 1 | Alumni Center | 8 | 1 | | x | | | | | | \$ | |
| 2 | Biology/Computer Center/Math | 8 | 1 | | x | | | | | | \$ | |
| 3 | Central Utility Plant | 8 | 1 | | x | | | | | | \$ | |
| 4 | Engineering | 8 | 1 | | x | | | | | | \$ | |
| 5 | East Campus - Lakefront Arena | 30 | 2 | | Wi | ll Cal | for I | Pick-L | Jp | | \$/Pick-Up | |
| 6 | Earl K. Long Library | 8 | 1 | | x | | | x | | | \$ | |
| 7 | Fine Arts | 8 | 1 | | x | | | | | | \$ | |
| 8 | Facility Services | 4 | 1 | | x | | | | | | \$ | |
| 9 | Facility Services | 30 | 2 | | Will Call for Pick-Up | | | | Jp | • | \$/Pick-Up | |
| 10 | Geology & Psychology/Science Loading Dock | 8 | 1 | | x | | | | | | \$ | |
| 11 | Kirschman Hall | 8 | 1 | | x | | | | | | \$ | |
| 12 | Lafitte Village | 8 | 3 | | x | x | x | x | x | x | \$ | |
| 13 | NET | 8 | 1 | | x | | | x | | | \$ | |
| 14 | Performing Arts Center | | | I | \$/Pick-Up | | | | | | | |
| 15 | Pontchartrain Hall North | 8 | 1 | | x | x | x | x | x | х | \$ | |
| 16 | Pontchartrain Hall South | 8 | 1 | | x | x | x | x | x | x | \$ | |
| 17 | Recreation & Fitness Center | 8 | 1 | | x | | | | | | \$ | |
| 18 | Coastal Education Research | 8 | 1 | | Will Call for Pick-Up | | | Jp | \$ | | | |
| 19 | University Center Bookstore | 8 | 1 | | x | | | x | | | \$ | |
| 20 | University Center Cafeteria | 8 | 2 | | x | x | x | x | x | x | \$ | |

BID TABULATION/BREAKDOWN SHEET

| | ADDITIONAL PICK UPS | | | | | | | |
|-------|--|-----|---------|--|--|--|--|--|
| ITENA | DESCRIPTION | BID | | | | | | |
| ITEM | DESCRIPTION | \$ | PER | | | | | |
| 32 | Additional Pick Up - 2-Cubic yard Container Front Load | | PICK-UP | | | | | |
| 33 | Additional Pick Up - 4-Cubic yard Container Front Load | | PICK-UP | | | | | |
| 34 | Additional Pick Up - 6-Cubic yard Container Front Load | | PICK-UP | | | | | |
| 35 | Additional Pick Up - 8-Cubic yard Container Front Load | | PICK-UP | | | | | |
| 36 | Additional Pick Up - 20-Cubic yard Container, Roll Off | | PICK-UP | | | | | |
| 37 | Additional Pick Up - 30-Cubic yard Container, Roll Off | | PICK-UP | | | | | |

REFERENCE FORM

BIDDER TO COMPLETE (ensure for each reference listed all blanks are complete).

| (Company Name) | (Contract Administrator) |
|----------------|---|
| (Address) | (Phone Number) |
| ***** | (Size-Sq. Ft.) |
| (Company Name) | (Contract Administrator) |
| (Address) | (Phone Number) |
| ***** | (Size-Sq. Ft) |
| (Company Name) | (Contract Administrator) |
| (Address) | (Phone Number) |
| ***** | (Size-Sq. Ft) ************************************ |
| (Company Name) | (Contract Administrator) |
| (Address) | (Phone Number) |
| **** | (Size-Sq. Ft) |
| (Company Name) | (Contract Administrator) |
| (Address) | (Phone Number) |
| | BID FORM |

BID FORM Page 5 of 5

TECHNICAL SPECIFICATIONS

UNIVERSITY of NEW ORLEANS

SECTION 01000

GENERAL CONDITIONS

The general conditions of these Specifications, including amendments and additions thereto, apply to each and every heading included in these Specifications with the same force as though repeated in full under each heading respectively.

1.01 SCOPE

This contract provides for the complete solid waste collection and services at various locations on the University main and east campuses.

The extent of the work will be established by the University based on need.

The objective, however, is to provide flexibility in scheduling work around existing University operations and funding availability.

Provide the labor, equipment and supervision necessary and reasonably incidental to this task, all in accordance with these Specifications.

The locations are listed on the Proposal Form.

Bid Items: As described on the Proposal Form.

Notes:

- 1. Installation costs will be included in the overall price for each compactor and one price will be accepted for each line item.
- 2. Include delivery charges in unit prices.
- 3. In the event the Contractor fails to make a daily scheduled pick-up, the unit price bid for "Additional Pick-Up" by respective container size will be used as the basis for adjusting the monthly charges on the Contractor's invoice.

Contract Time: Will be for one (1) calendar year with the option if to renew for four (4) consecutive twelve (12) month periods if mutually agreeable.

1.02 SITE INVESTIGATION

It is required that prospective bidders visit the site to make measurements, review existing conditions, prior to submitting their proposals in order to determine all alterations and installation requirements associated with their proposal. Failure to do so will not relieve successful proposer (s) from fulfilling their obligations to the University as contained in their proposal(s). Opportunity for the site visit and inspection is provided under Article 7 of the "INFORMATION FOR BIDDERS.

1.03 REVIEW OF DOCUMENTS

The Contractor shall carefully study and compare the field conditions, and the Specifications and shall at once report to the University Representative errors, inconsistencies or omissions discovered.

1.04 MEETINGS

If called by the University Representative, a Pre-Service Conference between the Contractor, his on-site representative and the University Representative will be held in order to clarify and direct University policy and specific items of concern as pertain to the Contract. Additional meetings will be scheduled at the discretion of the University Representative.

1.05 COORDINATION

Coordinate service schedule with the University Representative so as not to interfere with the ongoing operation of the University.

1.06 SUPERVISION

The Contractor shall provide consistent, capable supervision at all times during the work. Site Manager or company representative shall be available during normal working hours of 8:00 am to 4:30 pm.

1.07 SUBSTITUTIONS

Substitutions to specified materials require approval of the University Representative (see Instructions to Bidders: Article 3.3). Substitutions not approved prior to bid are subject to rejection and replacement with the specified items.

1.08 QUALITY ASSURANCE

The Bidder/Contractor will provide equipment of quality acceptable to the University Representative and meeting all applicable regulations as pertain to this project, and remove and replace all equipment delivered to site which, in the opinion of the Representative, does not meet specification and quality.

The University expects quality service and only those who are qualified to perform the tasks in their respective trades are acceptable. The term qualified above is understood to mean "Journeymen" skilled in their respective trades.

1.09 TRAFFIC CONTROL

The Bidder/Contractor shall coordinate the schedule of delivery and collection vehicles which will interfere with normal campus traffic. When deliveries are made from the street curb, provide sufficient properly attired and equipped flagmen to safely control and maintain the flow of traffic. It is the policy of the University of New Orleans to provide full access to all disabled individuals in all areas possible. Because of this commitment, contractors, vendors or servicing agencies are cautioned to ensure that their staff is made aware of this commitment. When parking on the campus of this University, it shall be the responsibility of the contractor, vendor or servicing agency to ensure that no sidewalks or access ways are blocked at any time. If temporary blocking is required, the Contractor, shall assume the responsibility for the safe transit of all disabled persons.

1.10 PROTECTION

The Bidder/Contractor shall protect adjacent buildings and building elements from damage during the work, and protect the site, including trees, shrubs, vegetation and lawn areas; where damage

does occur, restore to original condition replacing damaged vegetation and lawn with equal size and species.

1.11 SAFETY

The Bidder/Contractor shall provide measures necessary to ensure and maintain security at each collection site; protect from vandalism, personal injury, and property damage.

Provide fire protection equipment on each collection vehicle, including not less than one (1) ten (10) pound capacity multipurpose A-B-C dry chemical extinguishers (10A:40BC). e.

1.12 CHANGES TO THE WORK

When required, changes to the work will be documented and the contract price adjusted by written change order issued by the University to the Bidder/Contractor. Contract extensions will be handled by change order.

Throughout the contract period, the University reserves the right to add, delete, or change pick-up locations as may prove to be necessary and may suspend service at specific or all locations as required, during slack or shut-down periods.

Invoices will be adjusted at bid price for such changes.

1.13 OWNERSHIP AND RISK OF LOSS

Equipment provided by the Bidder/Contractor will remain the property of the Bidder/Contractor and risk of loss for the equipment will be borne by the Bidder/Contractor.

SECTION 01001

SOLID WASTE COLLECTION AND DISPOSAL

PART 1 - GENERAL

1.01 SCOPE

A. DESCRIPTION OF THE WORK

Provide the materials, labor, equipment (including containers and collection vehicles) and supervision necessary and reasonably incidental to the scheduled periodic collection and legal disposal of the solid waste at the various locations stipulated on the Proposal Form on the Main and East Campuses.

B. RELATED WORK SPECIFIED ELSEWHERE

GENERAL CONDITION.....SECTION 01000

1.02 SUBMITTALS

<u>Safety Data Sheet (SDS)</u>: Submit on disinfectant, deodorant, soap, and/or other cleaning agents used on this project.

SDS sheets will be submitted with insurance requirements of the successful bidder.

1.03 QUALITY ASSURANCE

A. <u>LICENSING</u>

The Bidder/Contractor shall be licensed as required by applicable State and Local laws to perform the work covered by this specification.

The Bidder/Contractor shall maintain a local office, telephone number, and manager during normal working hours, shall supervise the drivers, and shall be easily available to the University Representative during normal working hours.

B. INSPECTION

All work under this Contract shall be subject to inspection by the University Representative.

C. <u>PROBLEMS</u>

The Bidder/Contractor shall immediately report to the University Representative conditions which prevent the proper performance of Contract requirements; the University Representative will provide guidance to the Bidder/Contractor.

Each element of the services specified is subject to University inspection during or after the Contractor's completion of that element. Should defective or unaccomplished work be observed, the Contractor shall promptly meet with the University Representative to review and resolve the complaint. Conditions determined to be unsatisfactory after the meeting, or Contractor's failure to meet with the University Representative in a timely manner will constitute breach of Contract by

the Contractor and shall entitle the University to cancel the contract according to <u>INSTRUCTIONS</u> <u>TO BIDDERS</u>, <u>ARTICLE 6</u>, Section 6.5, Paragraph 6.5.1.

PART 2 - PRODUCTS

2.01 MATERIALS

None.

PART 3 - EXECUTION

3.01 EQUIPMENT

A. <u>CONTAINERS</u>

1. <u>General</u>:

Suitably designed, constructed and maintained for heavy, industrial service, incorporating windproof and animal-proof storage features. The vendor will provide all receptacles and containers including all hardware needed for installation.

Containers of one cubic yard or more owned by the collection service shall be identified with the name and telephone number of the agent servicing the container.

Each vehicle used for the collection and transport of refuse shall be clearly marked with the name of the agency or firm operating the vehicle.

2. <u>Design</u>:

Containers of six or eight cubic yards capacity shall have both top and side loading access, and have lids.

Containers shall be newly painted.

Containers of varying capacity in accordance with the schedule on the Proposal Form are required.

3. <u>Maintenance</u>:

Containers which, in the opinion of the University Representative, are unsightly, damaged or broken shall be removed and replaced <u>at no additional charge</u> by the Contractor within 24 hours of such notice, without break in service.

Treat containers with insecticide and/or pesticide as necessary to provide for insect and rodent control.

B. <u>COLLECTION VEHICLES</u>

These vehicles are required at the time of bid award.

1. <u>General</u>:

The University reserves the right to swap container type and size as required. The University requires containers to be in <u>place</u> at all <u>times</u>. A <u>replacement</u> must be provided if containers are removed for dumping.

All costs including but not limited to installation, rental costs, pick-up fees and tonnage fees shall be included in the total monthly bid price per line item.

The vendor will provide all receptacles and containers including all hardware needed for installation.

At least three (3) operational suitably designed front-loading vehicles with a lift capacity of at least 8,000 pounds.

At least one (1) operational roll-off type truck unit for pick up and delivery of 20- and 30-yard capacity roll-off containers.

2. <u>Safety</u>:

Collection vehicles shall comply with all governing safety regulations.

3. <u>Maintenance</u>:

Maintain each truck in safe operating and clean condition, with overall presentable appearance.

3.02 INSTALLATION

Install collection containers per schedule on Proposal Form. Report conflicts to the University Representative.

3.03 SCHEDULE

The hours of pick-up and service to the containers are limited to between 3 a.m. and 7:30 am on the day(s) listed on the Proposal Form. Daily pick-up must be completed prior to 7:30 AM on all Campuses.

The following fees are not penalties but acknowledged as liquidated damages:

If the container is not picked up by 7:30 a.m. but picked up before 3:00 p.m. on its scheduled day, the contractor will be assessed one third the pick-up fee for that container.

If the container is not picked up by 3:00 p.m. on its scheduled day, the contractor will be assessed the entire pick up fee for that container.

If the container is not picked up by 7:30 a.m. but picked up before 3:00 p.m., the day after the scheduled pick up day, the contractor will be assessed one third the pick-up fee for the next scheduled pick up.

If the container is not picked up before 3:00 p.m. the day after the scheduled pick up day, the University Representative will consider this a breach of contract by the contractor and entitle the University Representative to terminate the contract in accordance with Article 6, Section 6.5, Paragraph 6.5.1.

Other hours of pick-up caused by equipment breakdown or other Contractor failure must be approved in advance by the University Representative.

Pick-up of special call containers must occur within 18 hours of the call.

If the container is not picked up within the 18 hours of the call, the contractor will be assessed one third the pick-up fee for that container. If it is not picked up within 30 hours after the phone call, this will be considered breach of contract by the contractor and the University Representative will have the option of terminating the contract in accordance with Article 6, Section 6.5, Paragraph 6.5.1.

Containers which need to be moved from original site, will be moved by the Contractor within 24 hours of notification from the University Representative.

During the one-week period at the close of each semester the Contractor shall make extra pick ups within 8 hours of phone call notification from Facility Services.

The vendor/ contractor shall be responsible for the satisfactory removal of all refuse. To prevent propagation, harborage, or attraction of flies, rodents or other vermin and the creation of nuisances, refuse, except for inert materials, shall not be allowed to remain on the premises for more than seven days, except when: disruptions due to strikes occur, severe weather conditions or "Acts of God" make collection impossible using normal collection equipment, or official holidays interrupt the normal seven day collection cycle in which case collection may be postponed until the next working day. Where it is deemed necessary by the local health officer because of the propagation of vermin and for the protection of public health, more frequent removal of refuse shall be required.

3.04 INSPECTION

The Contractor shall inspect all containers at least once each month for compliance with these specifications and governing regulations.

Containers found with broken or missing doors or roof panels shall be repaired or replaced immediately.

3.05 TREATMENT

Thoroughly clean and disinfect containers weekly, to prevent disease and/or eliminate odors; treat containers with insecticide, rodenticide, and/or pesticide as needed to control the influx of flies, rodents, etc.

3.06 PROTECTION

Protect the collection site from damage during pick-up. Report obstacles or potential problems to the University Representative.

3.07 CLEAN-UP

Spills which occur during the action of emptying the container into the truck shall be cleaned up by the driver immediately. (Reference Solid Waste Disposal Act of 1965.)

Remove excess and/or spilled material. Do not wash out or discard excess material, disinfectant, solid waste, fuel, oil, etc. on University property; legally dispose of such material off University property.

Within 24 hours of such notification by the University Representative, replace, any container deemed unsanitary.

3.08 OWNERSHIP OF WASTE MATERIALS

Solid wastes subject to collection by a collection service operator shall become the property of the collection service operator subject to local ordinances or contract conditions after such time as the authorized collector takes possession of the wastes.

END

