

UNIVERSITY of NEW ORLEANS

INVITATION TO BID
YEARLY SERVICE CONTRACT

MAIN CAMPUS GROUNDS MAINTENANCE

(Upon Award for One Year – Renewable up to 3 Years)

Sealed Bid #BTB 2887

Bid Date: **JULY 29, 2025**

Bid Time: 2:00 p.m.

Mandatory Pre-Bid Conference:

Date: **JULY 17, 2025**

10:00 a.m. at the

Administration Building, Suite 112



THE UNIVERSITY *of*
NEW ORLEANS

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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

Phone: (504)280-6172 E-mail: tabacino@uno.edu

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Date: July 2, 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: **MAIN CAMPUS GROUNDS**

Bid Opening Date & Time: **JULY 29, 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 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 has been received by the University Representative prior to beginning work.

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 Pre-Bid Conference or to all bidders if no 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 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

MANDATORY PRE-BID CONFERENCE

- 7.1 A Mandatory Pre-Bid Conference shall be held at the project site. Provisions for the site inspection are included as part of the Pre-Bid Conference to be held in the Administration Building, Facility Services, Suite 112 at 10:00 A.M. on **JULY 17, 2025**. The Mandatory Pre-Bid Conference shall also provide opportunity for a review of the Bidding Documents. The purpose of the Mandatory 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 at least five (5) years experience as a principal contractor in grounds maintenance for large commercial facilities and shall have at least 2 customers in excess of 100 acres of net grass cutting area. All vendors shall present references with the bid that will attest to these requirements. The Contractor shall be licensed and insured .

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 hereby 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 LA R.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 <https://www.sam.gov>.
- 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.

*****EXHIBIT A*****
INSURANCE AND INDEMNIFICATION

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

*****EXHIBIT A*****
INSURANCE AND INDEMNIFICATION

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

EXHIBIT A

INSURANCE AND INDEMNIFICATION

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. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. 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. 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 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

*****EXHIBIT A*****
INSURANCE AND INDEMNIFICATION

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. ACCEPTABILITY OF INSURERS

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

*****EXHIBIT A*****

INSURANCE AND INDEMNIFICATION

University of New Orleans 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.

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save, and hold harmless the
{Contractor/Subcontractor/Lessee/Supplier}

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 _____, its agents, servants, and
{Contractor/Subcontractor/Lessee/Supplier}

employees, or any and all costs, expenses and/or attorney fees incurred by

_____ as a result of any claims, demands, and/or causes of action except
{Contractor/Subcontractor/Lessee/Supplier}

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.

_____ agrees to investigate, handle, respond to, provide defense for and
{Contractor/Subcontractor/Lessee/Supplier}

defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for _____
State Agency Number and Name

PURPOSE OF CONTRACT: _____

BID FORM

BID DATE: _____

TO: The University of New Orleans
Purchasing Office
Administration Annex, Room 1004G
New Orleans, Louisiana 70148-0001

PROPOSAL FOR: **YSC Main Campus Grounds Maintenance**

Sealed Bid Number: **BTB 2887**

THE BIDDER: _____

acknowledges receipt of the following

ADDENDA: No.____Dated:_____No.____Dated:_____

No.____Dated:_____No.____Dated:_____

THE BIDDER: hereby declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, d) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services under this contract, all in accordance with the Bidding Documents as prepared by the University Purchasing Office and Facility Services.

REJECTION OF BIDS: The Bidder understands that the University reserves the right to reject any or all bids for just cause.

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.

NAME OF BIDDER: _____

BY: _____
(signature)

(typed or printed)

TITLE: _____

ADDRESS: _____

DATED: _____

TELEPHONE NO: () _____

FAX NO: () _____

E-MAIL _____

BID TABULATION/BREAKDOWN SHEET
UNIVERSITY CAMPUSES GROUNDS MAINTENANCE

(Upon Award for One Year – Renewable up to 3 Years)

GRASS CUTTING, TRIMMING, AND EDGING

MAIN CAMPUS

<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>
Cut, 1/month Trim 1/month Edge 1/month	Cut, 1/month Trim, 1/month Edge, 1/month	Cut, 2/month Trim, 2/month Edge, 2/month	Cut, 2/month Trim, 2/month Edge, 2/month
\$_____/month	\$_____/month	\$_____/month	\$_____/month
<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>
Cut, 4/month Trim, 4/month Edge, 2/month	Cut, 4/month Trim, 4/month Edge, 2/month	Cut, 4/month Trim, 4/month Edge, 2/month	Cut, 4/month Trim, 4/month Edge, 2/month
\$_____month	\$_____/month	\$_____/month	\$_____/month
<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>
Cut, 4/month Trim, 4/month Edge, 2/month	Cut, 2/month Trim, 2/month Edge, 2/month	Cut, 2/month Trim, 2/month Edge, 2/month	Cut, 1/month Trim, 1/month Edge, 1/month
\$_____/month	\$_____/month	\$_____/month	\$_____/month

TOTAL COST FOR GRASS CUTTING, TRIMMING, AND EDGING ANNUALLY \$ _____

AWARD MODEL - 100% OF GRASS CUTTING/EDGING/TRIM

BID TABULATION/BREAKDOWN SHEET
UNIVERSITY CAMPUSES GROUNDS MAINTENANCE

(Upon Award for One Year – Renewable up to 3 Years)

GRASS CUTTING, TRIMMING, AND EDGING (ADD/DELETE)

\$ _____/ea. Grass Cutting, Trimming, and Edging: Price to **add or delete** a single Grass Cutting, Trimming, and Edging of the **entire Main Campus** (as described in Section 02000 Paragraph 10.2.1 from the monthly schedule due to varying conditions, example: inclement weather, drought, etc.) for **months January, February, March, April, October, November & December**

\$ _____/ea. Grass Cutting, Trimming, and Edging: Price to **add or delete** a single Grass Cutting, Trimming, and Edging of the **entire Main Campus** (as described in Section 02000 Paragraph 10.2.1 from the monthly schedule due to varying conditions, example: inclement weather, drought, etc.) for months **May, June, July, August & September**

BID TABULATION/BREAKDOWN SHEET
UNIVERSITY CAMPUSES GROUNDS MAINTENANCE

(Upon Award for One Year – Renewable up to 3 Years)

SEPARATE PRICING FOR FERTILIZING, PEST ERADICATION, AND WEED CONTROL

\$ _____/ea. Fertilizing as described in Section 02000 GROUNDS MAINTENANCE, Paragraph 10.4.

\$ _____/ea. Pest Eradication as described in Section 02000 GROUNDS MAINTENANCE, Paragraph 10.6 PEST ERADICATION.

\$ _____/ea. Weed Control as described in Section 02000 Grounds Maintenance, Paragraph 10.5.

These services will be used on an as needed basis and the pricing must include all necessary materials to complete the work as specified.

**BID TABULATION/BREAKDOWN SHEET
UNIVERSITY CAMPUSES GROUNDS MAINTENANCE**

(Upon Award for One Year – Renewable up to 3 Years)

ADDITIONAL WORK NOT INCLUDED IN MONTHLY AMOUNTS

Hourly rates for additional work which might be requested by the University which is outside the monthly service.

<u>LABOR CLASS</u>	<u>STRAIGHT TIME RATE (\$/HR)</u>	<u>OVERTIME RATE (\$/HR)</u>	<u>HOLIDAY RATE (\$/HR)</u>
GRASS-CUTTER	\$_____	\$_____	\$_____
WEED TRIMMER	\$_____	\$_____	\$_____
PLANT ERADICATOR	\$_____	\$_____	\$_____
LANDSCAPER	\$_____	\$_____	\$_____
LABORER	\$_____	\$_____	\$_____
LANDSCAPE CONTRACTOR	\$_____	\$_____	\$_____
HORTICULTURISTS	\$_____	\$_____	\$_____
SITE SUPERVISOR	\$_____	\$_____	\$_____

NOTE: Overtime Rate will start after the contractor has worked 40 hours per week Monday through Friday.

BID TABULATION/BREAKDOWN SHEET
UNIVERSITY CAMPUSES GROUNDS MAINTENANCE

(Upon Award for One Year – Renewable up to 3 Years)

ADDITIONAL MATERIALS NOT INCLUDED IN MONTHLY AMOUNT

MATERIAL:

If materials are required to complete any work requested by the University are not included above, the contractor shall prepare a list of these materials along with pricing for approval by the University representative. If these materials are items which will not be required on a repetitive basis and their total cost is less than the competitive thresholds specified in the most current Executive Order for Small Purchase Procedures, the University may choose to purchase the items from the contractor at the quoted prices.

If the items exceed the Executive Order's competitive threshold, the required competition must be secured by the University.

REFERENCE FORM

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

1. _____
(Company Name) _____ (Contract Administrator) _____

(Address) _____ (Phone Number) _____

Indicate acreage

2. _____
(Company Name) _____ (Contract Administrator) _____

(Address) _____ (Phone Number) _____

Indicate acreage

3. _____
(Company Name) _____ (Contract Administrator) _____

(Address) _____ (Phone Number) _____

Indicate acreage

4. _____
(Company Name) _____ (Contract Administrator) _____

(Address) _____ (Phone Number) _____

Indicate acreage

5. _____
(Company Name) _____ (Contract Administrator) _____

(Address) _____ (Phone Number) _____

Indicate acreage

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

Contract Time: Will be for one (1) calendar year with the option if to renew for two (2) consecutive twelve (12) month periods if mutually agreeable.

Provide the materials, labor, equipment and supervision necessary to provide Grounds Maintenance for Main Campus (except Privateer Place), which covers approximately 200 acres. All work in accordance with these Specifications.

Net acreage equals 200.00 acres (Main Campus). Net acreage includes parking areas, sidewalks and roadways. 192.00 net acres is an approximation of total grass cutting, parking spaces as well as trim-line and curb area. Any construction site within this area becomes cuttable area when construction is completed.

This contract provides for the complete and satisfactory performance of grass cutting, trimming, edging, weed control, fertilizing, and pest eradication as described herein.

1.02 MANDATORY SITE INVESTIGATION

It is required that prospective bidders visit the site to make measurements, review existing conditions, and if required, review the Building Plans on file in the Facility Services Office if the project warrants same. A thorough understanding of the project per these Technical Specifications and/or accompanying drawings is imperative.

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, Drawings and Specifications and shall at once report to the University Representative errors, inconsistencies or omissions discovered.

1.04 PROJECT MEETINGS

A Mandatory 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.

Progress meetings will be scheduled at the discretion of the University Representative depending on the progress of the work.

1.05 COORDINATION

Coordinate service schedule with the University Representative so as not to interfere with the

ongoing operation of the University. If for any reason, shut down of utilities is required on this project, it is imperative that the University Representative be consulted.

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.

1.07 SUBSTITUTIONS

Substitutions to specified materials require approval of the University Representative (see Instructions to Bidders: Article 3.3).

1.08 SUBMITTALS

Submit all required shop drawings, brochures and samples for review by the University Representative prior to ordering and/or installing materials. Equipment or material ordered and/or installed without review by the University Representative is subject to rejection.

Shop Drawings: Submit three (3) sets of shop drawings and one (1) will be returned.

Brochures, Cut Sheets, and Technical Data: Submit four (4) copies. Two (2) will be returned.

Samples: Submit one (1) each to be retained by the University.

1.09 CLEANUP

Daily, as it accumulates, remove from the work site, all rubbish, debris and unsalvageable material resulting from the work. Do not permit trash to accumulate. Do not use individual building dumpsters for trash disposal.

1.10 QUALITY ASSURANCE

Use new materials of quality acceptable to the University Representative and meeting all applicable regulations as pertain to this project. Remove and replace all material delivered to site which, in the opinion of the Representative, does not meet specifications and quality.

The University expects quality workmanship 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. Correct, at no expense to the University, any work performed which, in the opinion of the University Representative, is found unacceptable or not according to code. Corrections or incomplete work must be rectified within twenty-four (24) hours of notification

1.11 TRAFFIC CONTROL

Coordinate the schedule of delivery 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.

1.12 PROTECTION

Protect adjacent buildings and building elements from damage during the work. 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.

Store construction materials with care; distribute the weight to not endanger the building structure.

1.13 SAFETY

Provide sufficient signs continuous barricades to identify the work site and restrict entry. Where necessary, equip barricades with warning lights for night use.

1.14 STORAGE OF EQUIPMENT

Contractor will be given sufficient storage space in the Facility Services yard for the storage of equipment used to satisfy requirements of the contract. **The University of New Orleans will not assume any responsibility for items that are lost, stolen, damaged, or vandalized while stored on campus.**

END

SECTION 02000

GROUNDS MAINTENANCE

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.

1.1 GENERAL

1.1.1 Work Conditions- The contractor shall be responsible for promptly notifying the University if any conditions exist beyond the contractors control that are encountered which would adversely affect overall grounds maintenance and other landscape services.

1.1.2 Furnishing Equipment- The contractor will furnish all necessary equipment to perform the scope of work.

1.2 WORK ACTIVITY

1.2.1 The University reserves the right to adjust work activity and areas noted within the contract.

1.3 CONTRACT PERFORMANCE

1.3.1 Level of Work- The contractor will be totally responsible for completing all work at an acceptable level or higher and continuously self-auditing his performance. The contractor shall provide staffing of a least a minimum level of five (5) qualified grounds men including one (1) on-site supervisor.

1.3.2 Satisfactory Level - The determination of acceptable work will be based on performance in accordance with the specifications and the satisfactory appearance of the campus at the judgment of the University Representative. Performance will be evaluated and corrections will be made, if required. All changes to the monthly schedule will be approved by the University Representative and provided to the contractor prior to each month. Work will be evaluated daily by the University Representative. All substandard work will be corrected immediately. In no case will the next cut, trim, or edge begin prior to completion of the previous cut, trim, or edge. The campus will be divided into zones which are agreed to by both the contractor and the University. Services will be completed in all zones started each work day prior to moving to other zones.

2.0 INDEPENDENT CONTRACTOR

2.1 GENERAL

2.1.1 The contractor, shall furnish the following necessary and/or incidental items to complete the identified tasks and services in accordance with the requirements of this contract:

2.1.1.1 All necessary management personnel

2.1.1.2 All technical personnel

2.1.1.3 All general labor personnel

2.1.1.4 All required documentation

2.1.1.5 All materials, equipment (as stated in 5.0 and 5.1) and tools

- 2.1.2 The contractor shall perform this work in the capacity of an independent contractor. Subcontractors will not be allowed to perform or complete work in this contract.

2.2 ACCESS TO FACILITY

- 2.2.1 Removal from Site- The Office of Facility Services for the University of New Orleans shall have the right to require the contractor to remove from the premises such employees deemed incompetent, careless, or otherwise unsatisfactory for the performance of work.
- 2.2.2 Parking: All vehicles shall be clearly identified as belonging to the contractor. All vehicles must register with the University's Police Department.

All employees of the Contractor shall be required to park in the parking lot designated as the Old Facilities Building parking lot, area of the lot along the levee side or as designated by Campus Police. There will be a one hundred thirty- one (\$131) dollar per year fee (or current rate) for each vehicle. The Contractor shall abide by UNO's Parking and Traffic Regulations. Parking rules and regulations are enforced 24 hours/day, 7 days/week.

2.3 PERMITS, LICENSES, CERTIFICATIONS

- 2.3.1 The contractor shall be responsible for securing all required agricultural licenses, certifications, and permits required to perform the identified scope of work. Licenses, certifications, and permits include, but not limited to: Louisiana State Contractor's License, Horticulture Service, Landscape Contractor and Category 3 pesticide applicator. Personnel performing the services and inspections must be licensed, as required by the State of Louisiana. A copy of these licenses should be presented as part of the Bid Package.
- 2.3.2 All design work provided to the University for landscape projects shall include one full set of shop drawings stamped and certified by a licensed landscape architect. Materials to be provided by the University.

3.0 SITE MAP

- 3.0.1 See Grounds Zone Map and UNO Campus map.

4.0 NORMAL SITE OPERATIONS

- 4.0.1 Normal operations at Facility Services are Mon-Fri 6:30 a.m. to 4:30 p.m. However, Grounds Maintenance work pertinent to this contract may be performed at any time during daylight hours. Consideration should be given to the use of weed trimmers and other small gas-powered lawn and grass-cutting equipment around university buildings when classes are in session. These areas close to buildings shall be done in early morning.
- 4.0.2 Access to perform scope of work will be 7-days a week.

5.0 EQUIPMENT

- 5.0.1 The contractor will provide all equipment.

5.1 MAINTENANCE

- 5.1.1 The contractor is fully responsible for ensuring that all equipment required for performing the daily work is in proper working condition.

- 5.1.2 Maintenance Program – The contractor is responsible for all their privately-owned equipment. All equipment shall be maintained in a proper and professional visual condition and a good and sound mechanical working condition. All safety guards shall be in good condition and in place prior to using equipment.
- 6.0 MATERIAL
- 6.1 GENERAL
- 6.1.1 The contractor shall supply the necessary expendable commodity supplies necessary to complete all work identified in the scope of work. Commodity supplies include but are not limited to items such as pesticides (as described for fire ants, mole crickets, chiggers, chinch bugs and similar pests), herbicides, trash bags, fuel and oil for equipment, and trimmer string. Supplies necessary for landscape projects will be provided by the University.
- 6.2 ACCOUNTABILITY
- 6.2.1 The contractor shall be fully accountable for the chemicals used and the manner in which they are used on this contract. The contractor shall complete the necessary documents to track the amount of supplies used and submit the data to the University Representative on a monthly basis. The contractor shall ensure that his work and methods do not cause environmental impact to the property and meets all City, State, and Federal Regulations governing questions associated with this contract. No chemicals may be brought on campus without prior approval by the University Representative. The contractor shall meet all the requirements of the State of Louisiana.
- 6.3 RESPONSIBILITY
- 6.3.1 The contractor shall be responsible for picking up empty packaging from commodity supplies used on this contract.
- 6.4 REPORTING OF SPILLS
- 6.4.1 All spills of waste, chemicals, or hazardous materials must be immediately reported to the University Representative.
- 6.5 DISPOSAL OF SUPPLIES/ CHEMICALS
- 6.5.1 The disposal of all commodity supplies and chemicals shall conform with all Local, State, and Federal Rules and Regulations and shall be coordinated through the appropriate University Facilities and Safety Department representatives.
- 7.0 QUALITY CONTROL
- 7.0.1 The contractor shall report directly to the University Representative who shall be responsible for monitoring contract compliance and quality performance of this contract. The University Representative will interface with the contractor as well as on-site workers as needed to schedule periodic work, correct deficiencies and resolve recurring problems.
- 7.1 INSPECTIONS
- 7.1.1 The contractor shall, daily, inspect all work completed with the on-site University Representative.

7.2 PERFORMANCE

- 7.2.1 On-Site Supervisor specified by the contractor shall be fully familiar with the scope of work and systematically inspect and review on a continuous basis the various work activity. The inspections shall also note the level of work being performed, both positive and negative, and address any discrepancies that need to be corrected. Full time On-Site Supervisor should prioritize requested duties.

7.3 SAFETY

- 7.3.1 Provide measures necessary to ensure and maintain security at the work site; protect from theft, vandalism, personal injury, and property damage. All contractor personnel, whose presence is required to perform this contract, shall be subject to the security and safety regulations and shall abide by these regulations in every aspect.

Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner. Documents are to be made available to the University Representative upon request. All safety measures should comply with state and federal laws.

8.0 ENVIRONMENTAL REQUIREMENTS

8.1 CHEMICALS, INSECTICIDES, HERBICIDES

- 8.1.1 All personnel involved in the handling and application of chemical insecticides and herbicides or other regulated materials are to be properly trained, certified, and licensed by the governing authorities.
- 8.1.2 All certifications and licenses must be maintained as current during the entire contract term.
- 8.1.3 Copies of certifications and licenses should be provided to UNO with the Bid Form. Any revocation of certification/licensure must be conveyed to UNO within forty-eight (48) hours of receipt of notification of such.
- 8.1.4 All chemicals utilized for pest control and horticultural purposes must be pre-approved for use on campus by the University Representative. Safety Data Sheets must be provided to these departments prior to use of any chemicals.
- 8.1.5 All pesticide and herbicide applications must be in accordance with manufacturer and label instructions and must additionally consider minimization of environmental impact.
- 8.1.6 Personal protective equipment required to shield against unintended employee exposure must be supplied by the contractor and must be utilized as necessary during preparation, application, or storage.
- 8.1.7 Pesticide use shall be based on the Integrated Pest Management System to the greatest extent feasible. The system utilizes biological, cultural, physical and chemical tools to minimize economic, health and environmental risks.
- 8.1.8 Application records must be maintained in accordance with State and Federal regulations, particularly Subchapter N, Part 167 of Louisiana Pesticide Law. Additionally, copies of all pesticide (if any) and herbicide application records must be submitted to the University Representative at UNO monthly.

9.0 PROTECTION OF PERSONNEL AND PROPERTY

- 9.0.1 The contractor shall, at all times, provide adequate protection to safeguard the buildings, grounds, walkways, roadways, and all personnel and property on the premises from damage or injury. Any special instructions to the contractor from UNO to ensure such protection shall be immediately complied with in each and every instance. The contractor shall be responsible for any damage or injury to persons or property that may occur in the execution of the contract.

10.0 STATEMENT OF WORK

10.1 MAINTAINING THE GROUNDS

- 10.1.1 The contractor shall maintain all grounds areas on the University Main Campus, approximately 200.00 acres, (except Privateer Place) including grass cutting, trimming, and edging.

- 10.1.2 Separate pricing is desired for fertilizing, pest eradication and weed control.

- 10.1.3 A **combined monthly price** is desired for:

- 10.1.3.1 Grass cutting as described in 10.2.1
- 10.1.3.2 Trimming as described in 10.2.2
- 10.1.3.3 Edging as described in 10.2.3

- 10.1.4 **Separate pricing** is desired for:

- 10.1.4.1 Fertilizing as described in 10.3
- 10.1.4.2 Weed Control as described in 10.4
- 10.1.4.3 Pest eradication as described in 10.5

- 10.1.5 Contractor shall provide a price to **add or delete** a single grass cutting, trimming, and edging of the entire main campus (as described in section 10.2.1) to/from the monthly schedule due to varying conditions (example inclement weather, increased rainfall, drought, etc).

- 10.1.6 Contractor shall provide a price to **add or delete** a single weeding (weeding only) of the entire University Campuses (as described in section 10.5).

10.2 GRASS CUTTING, LAWN CARE, WEED CONTROL, AND FERTILIZING

- 10.2.1 The price for grass cutting shall be included in the combined monthly price (on Page 3 of 7 of the Bid Form). All grass on the University Campuses including Lafitte Village and along levee areas excluding Privateer Place shall be cut at the frequency given. The entire campus must be cut to levels that are acceptable to the University Representative. The desired cutting height is 1 7/8", however, the University Representative reserves the right to change the desired cutting height. All grass must be evenly cut including bahai shoots without visible clumping.

The contractor shall reassign employees during non-scheduled grass-cutting or during inclement weather conditions, to other functions of the scope of work. UNO reserves the right to adjust the frequency of cutting per month.

- 10.2.2 Trimming – The price for trimming shall be included in the combined monthly price (on page 3 of 7 of the Bid Form). Trimming will be required around the buildings, trees, flowerbeds, roadways, sidewalks, fences, and other places not accessible by mowers at the frequency given. Trimming of shoots/suckers are to be done only on all crepe myrtle, live oak and ligustrum (wax leaf privets) below five (5) feet. The use of weed trimmers around buildings, vehicles, in parking lots, and general public walk areas shall be performed at a time and in a manner that reduces risk of damaging property or injuring personnel from flying debris.
- 10.2.3 Edging – The price for edging shall be included in the combined monthly price (on page 3 of 7 of the Bid Form). All areas on the University Campuses will be edged with a 1-inch edge line at the frequency given. UNO dumpsters will be available for the disposal of all debris generated by the edging.
- 10.2.4 Grass clippings over grass areas are not required to be bagged, however, as stated in 10.2.1 All grass must be evenly cut including bahai shoots, without leaving visible clumping.
- 10.2.4.1 Grass clippings and debris are to be removed from the sidewalks and roads. Although grass does not have to be removed from freshly cut areas, there should be no visible signs of grass clumping. Debris/clumping left from unclogging reel mowers should be removed.
- 10.2.4.2 The contractor does not have to pick up a tree if one falls, however, branches of trees must be removed.
- 10.3 FERTILIZING
- 10.3.1 Complete the price for fertilizing on Bid Form Page 4 of 7. The contractor shall fertilize UNO identified areas of grass, plantings, shrubbery and trees. The type of fertilizer to be specified by the University Representative at the time of application. Application must be in accordance with manufacturer and label directions. SDS must be submitted and approved.
- 10.4 WEED CONTROL
- 10.4.1 Weed Control (Weeding) – Weed Control (Weeding) – The price for weed control shall be included on the Bid form Page 4 of 7. Weed control is the eradication of all weeds (including but not limited to torpedo grass, dollar weed, not sage, goose grass, etc. from the following areas of the main campus:
- Flowerbeds
 - Landscaped areas
 - Around shrubbery and trees

 - In and around parking lots
 - Along sidewalks and roadways
 - Around building, signs and fences
- 10.4.1.1 Other herbicide applications shall be used for cracks and crevasses in all asphalt and crushed limestone parking lots and all concrete sidewalks on campus. Parking lot applications must be completed on weekends only.
- 10.4.1.2 **Mechanical or chemical weed control may be performed along sidewalks and roadway and around building, signs and fences.**

10.4.1.3 Weed control shall include the removal of unsightly plant life (weeds, grass and overgrown bushes) as designated and approved by the University Representative. The contractor shall use only those chemical agents specified as non-restricted use. Chemical agents shall only be applied in those areas specified by the University Representative. No chemical agent shall be used whose toxicity exceeds one year without specific direction from the University Representative. Overgrown shrubbery shall be removed with the appropriate equipment and all debris properly disposed of.

10.5 PEST ERADICATION

10.5.1 A separate price is desired for pest eradication on Bid Form Page 4 of 7. The contractor shall provide pest eradication services for fire ants for all University Campuses. Eradication of chiggers, mole crickets, chinch bugs and similar pests will be limited to soccer and softball fields located on the Main Campus.

10.5.2 The cost of pest eradication described in this section should include the cost of chemicals.

11.0 OTHER REQUIREMENTS

11.1 Reports: A weekly report shall be submitted to the University Representative indicating date, personnel performing service, areas fertilized, pest treated, landscaped, mulched, etc.

11.2 Uniforms: All contract personnel shall be required to wear uniforms with company patches or other identifying clothing which has to clearly identify the personnel as being an employee of the contractor. T-shirts with company logo are acceptable.

12.0 ADDITIONAL SERVICES

12.1 The University desires to receive pricing for additional services not specified in Paragraph 10, Statement of Work. If requested by the University, the contractor will perform these additional services and will be compensated in accordance with Bid Tabulation/Breakdown Sheets given on Bid Form page 6. Payment for these services will be in addition to the charges for those services described in Paragraph 10, Statement of Work.

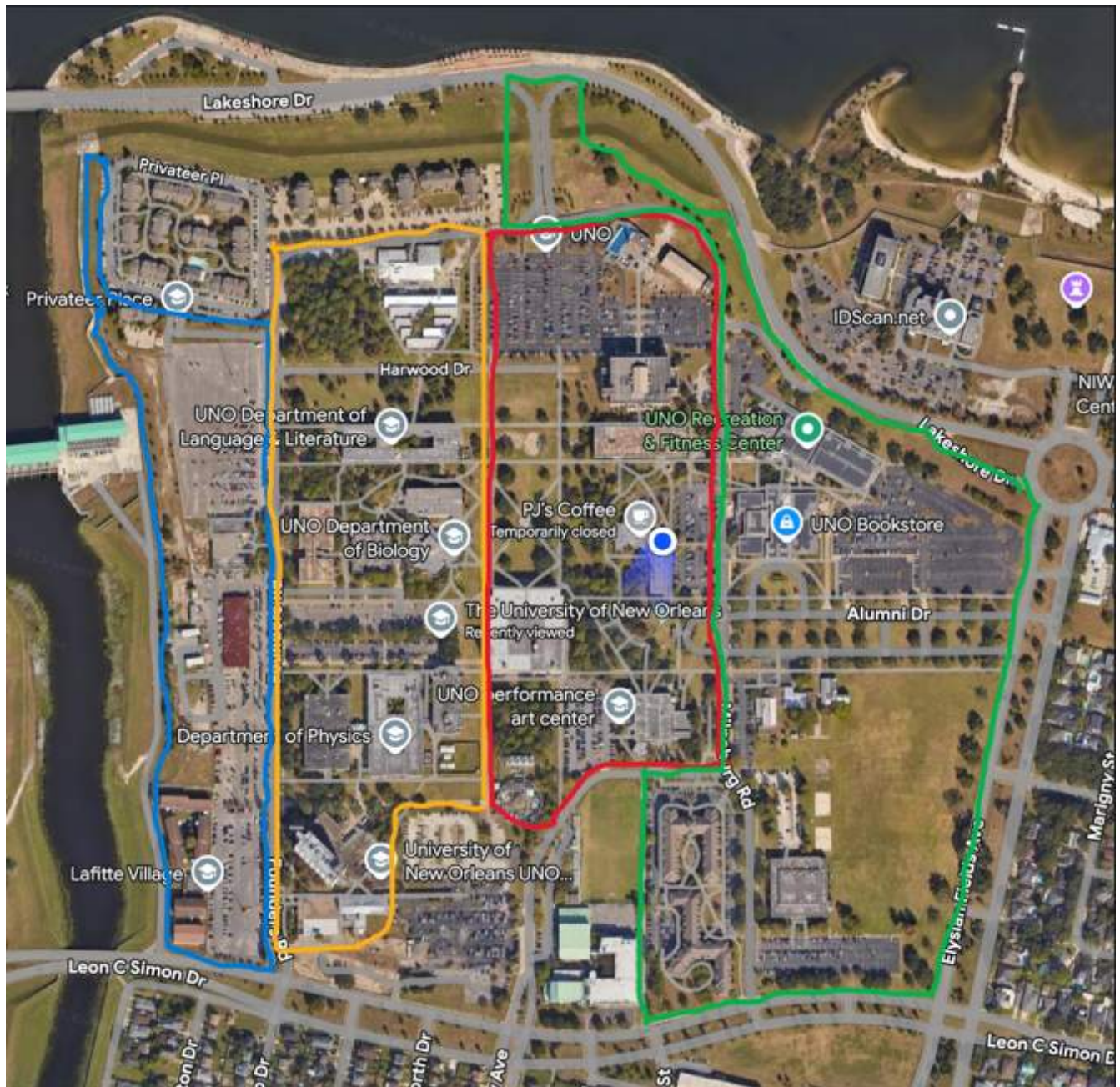
12.2 Additional services which may be requested could include but are not limited to: landscaping, planning, supervision and implementation, installing new sod, over seeding, annual flowers, shrubbery, mulch and tree fertilizing (materials to be provided by UNO). All design work provided to the University for landscaping projects shall include one full set of shop drawings stamped and certified by a licensed landscape architect.

END OF SECTION

DRAWINGS

UNIVERSITY of NEW ORLEANS





- ZONE 1 - LAFITTE VILLAGE/WEST SIDE (BLUE)
- ZONE 2 - CLASSROOM BUILDING AREA (YELLOW)
- ZONE 3 - LIBRARY/KIRSCHMANN AREA (RED)
- ZONE 4 - AUXILLARY AREAS/EAST SIDE (GREEN)



THE UNIVERSITY of
NEW ORLEANS

GROUNDS ZONE MAP MAIN CAMPUS

ATTACHMENT

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