



BID NUMBER **SB # 7676**

DATE: **May 28, 2026**

NORTHWESTERN STATE UNIVERSITY

Business Affairs – Purchasing Section
St. Denis Hall/ 200 Sam Sibley Dr.
Natchitoches, Louisiana 71497
(318) 357-6474
email: purchasing@nsula.edu

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until **2 pm Thursday, June 25th, 2026**, and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

Mandatory Pre-Bid Conference: A mandatory Prebid conference will be held at **10:00 AM Tuesday, June 9th 2026**, at the following location: **Facilities & Plant Operations Conference Room, 998 South Jefferson, Natchitoches, LA 71497**

DESCRIPTION

NSU Waste Disposal, Natchitoches Campus

BIDDERS PLEASE FILL IN ALL BLANK SPACES AND SIGN BELOW

Terms will be _____ and shipment will be received within _____ days after receipt of order.

In compliance with and subject to the conditions thereof, the undersigned offers and agrees, if this bid be accepted within thirty (30) days from date of opening, to furnish any or all of the items (or sections) at the price set opposite each item (or section).

VENDOR NAME

SIGNATURE AUTHORITY (Re: L.R.S. 39:1594(Act 121))

ADDRESS

PRINTED OR TYPED NAME / TITLE

CITY, STATE, ZIP

FEDERAL TAX IDENTIFICATION NUMBER (FIN)

TELEPHONE NUMBER

EMAIL

DATE

ACCEPTANCE /AWARD

Date of Award and Execution

Recommendation: _____

Approved: _____

Ashlee Grayson, Director of Purchasing

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted:

1. Bid contains no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on NSU's standard forms.

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

2. Submission of Bids

Firms/individuals who are interested in providing services requested under this ITB must submit a bid containing the information specified in this solicitation. The bid must be received in hard copy (printed) by the Purchasing Office on or before **(2:00 PM)** Central Daylight Time on the date specified. FAX or e-mail submissions are not acceptable. Bidders mailing their submittals shall allow sufficient mail delivery time to ensure receipt of their submittal by the time specified. The submitted bid must be delivered at the Bidder's expense to:

Attn: Ashlee Grayson
Director of Purchasing
Business Affairs/St. Denis Hall
200 Sam Sibley Drive
Northwestern State University
Natchitoches, Louisiana 71497

******* Submittals should have ITB #7676 clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection. *******

For courier delivery, the street address above and the telephone number is (318-357-6474). It is solely the responsibility of each Bidder to ensure that their submittal is delivered at the specified place and prior to the deadline for submission. Submittals received after the deadline will not be considered.

NSU requests that (1) copy of the solicitation be submitted to the Purchasing Office at the address specified. The bid shall contain original signatures of those company officials or agents duly authorized to sign bids or contracts on behalf of the organization. A certified copy of a board resolution granting such authority shall be submitted if Bidder is a corporation. The bid with original signatures will be retained for incorporation in any contract resulting from this ITB.

3. **Required Bid Submittals:** The following documents must be submitted in full at the time of the sealed bid opening:

1. Louisiana Uniform Public Bid Form, including:
 - a) Base Bid
 - b) Alternates
 - c) Acknowledgement
2. Unit Price Form
3. Bid Security

4. Corporate Resolution or other satisfactory evidence of authority
5. Louisiana Contractor's License Number
6. Signed Instructions to Bidders

Failure to provide any of the above documents at the time of bid submission may render the bid non-responsive and subject to rejection.

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

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

6. Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the ITB. Unless otherwise specified in the ITB, any manufacturer's name, trade name, brand, name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the ITB.

7. Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the ITB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

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

8. Interpretation of Solicitation/Bidder Inquiries: If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Buyer-of-Record at purchasing@nsula.edu. Written inquiries must be received in the NSU Purchasing Office no later than **five (5) calendar days prior to the opening of bids and must clearly cross-referenced to the bid/solicitation/specification number in subject field** of the email request.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any NSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the NSU Purchasing Office, and mailed or delivered to all Bidders known to have received the solicitation. NSU shall not be responsible for any other interpretations or assumptions made by Bidder.

9. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

10. **Award:** Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

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

12. **Conditions of Purchase Orders:** We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order, you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected. Northwestern State University reserves the right to purchase additional quantities at the same price, terms and conditions for a period of ninety (90) days from the date of order based upon vendor acceptance.

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

14. **U.S. Taxpayer Identification Number:** Vendor must include an IRS Form W-9 and enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

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

16. **New Products:** Unless specifically called for in the ITB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the ITB. The manufacturer's standard warranty will apply unless otherwise specified in the ITB.

17. **Contract Renewal:** The contract shall be for an initial term of three (3) years with the option to

renew for two (2) additional one-year periods upon mutual agreement of both parties and approval of the University. In no event shall the total term of the contract, including all renewal periods, exceed sixty (60) months.

18. Contract Cancellation: Northwestern State University has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including buy not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract. Northwestern State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

19. Default of Contractor: Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Northwestern State University Purchasing has determined the contractor to be in default, NSU Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

20. Order of Priority: In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

21. Applicable Law: All contracts shall be construed in accordance with governed by the laws of the State of Louisiana

22. Solid Waste Transporter Requirements: The contractor shall be properly registered with the Louisiana Department of Environmental Quality (LDEQ) as a Solid Waste Transporter and shall comply with all applicable federal, state, and local laws and regulations.

The contractor shall provide proof of all required local permits and authorization to dispose of collected waste at a permitted landfill or disposal facility.

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

24. Standard Preference:

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

Do you claim this preference? Yes _____

Specify Item Number(s) _____

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

B. A preference not to exceed 10% may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____

Specify Item Number(s) _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled:

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

Yes: _____ No: _____

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

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

26. Right to Audit: The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this bid and any resulting contract agreement.

27. Official University Recognized Holidays: The following is a list of officially recognized University Holidays:

New Year's Day	Juneteenth
Martin Luther King Day	July 4 th
Mardi Gras Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

(Members of firm or person authorized to sign bids for corporation)

BIDDERS MUST SIGN IN INK

I M P O R T A N T

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

- a. A current corporate officer, partnership member of other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or**
- b. An individual authorized to bind the vendor as reelected by an accompanying corporate resolution, certificate or affidavit; or**
- c. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.**

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

***WE ARE AN EQUAL OPPORTUNITY
UNIVERSITY***

NOTICE TO BIDDERS

Bid security must be attached (insurance company, bank money order, certified check or cashier's check) in the sum of five percent (5%) of the amount bid (including base bid and additive alternates, if any) and shall become the property of the owner in the event the contract and bond are not executed within the time set forth above. If bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as Building Construction work. No bid may be withdrawn for a period of thirty (30) days after receipt of bids. IN ACCORDANCE LA R.S. 37:2163 "ANYONE OBJECTING TO THE CLASSIFICATION MUST SEND A CERTIFIED LETTER TO BOTH THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS AND THE OFFICE OF STATE PURCHASING. THE LETTER MUST BE RECEIVED NO LATER THAN TEN WORKING DAYS PRIOR TO THE DAY ON WHICH BIDS ARE TO BE OPENED.

When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is fully executed.

CONTRACT, PERFORMANCE BOND, LABOR AND MATERIALS PAYMENT BOND:

If the undersigned is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, he agrees to execute a contract for the work accepted, in the standard contract form currently used by Northwestern State University of Louisiana within ten (10) days after notice from NSU.

The undersigned further agrees, if awarded the contract, to execute and deliver to NSU at the time the contract documents are executed, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to the contract sum and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

SECTION I: INTENT

1.1 INTENT

It is the intent of this agreement to obtain throughout its term clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse from the properties currently served in the UNIVERSITY. While the UNIVERSITY recognizes that any collection service involves minor customer operating problems, the intent of this Agreement is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

The parties hereto do specifically agree and acknowledge that this contract is a time contract and is not an exclusive waste collection contract. The parties hereto do further specifically agree and acknowledge that the UNIVERSITY is not granting an exclusive franchise agreement to the Contractor. The Contractor specifically acknowledges that the UNIVERSITY reserves the right to negotiate with third parties for the collection of waste not dealt with herein, including, but not limited to, types of waste not defined herein. This agreement is for residential Poly-cart waste, normal commercial Poly-cart waste, front-load waste, roll-off waste, Polycart recycling, and front-load recycling collection and disposal at the Natchitoches campus only but specifically does not include the following non-exclusive list of examples: bulky waste, white goods, construction debris, demolition debris, dead animals, hazardous waste, tires, commercial refuse and/or yard waste.

Also, this agreement is for residential and normal commercial poly-cart, frontload and roll-off container waste collection and disposal at the Natchitoches campus only for major special events including NSU Folk Festival, scheduled home football games, scheduled Southland Conference Basketball Tournament at NSU in Natchitoches, Move-in and Move-out for the Fall and Spring semesters at NSU, graduation and/or direct NSU activities but does not include events that are not direct NSU activities at the Natchitoches campus such as activities where a portion or all of the campus is leased or used by a third party or non-regularly scheduled event or activity.

SECTION II: GENERAL CONDITIONS

2.1 DEFINITIONS

For the purpose of this Agreement, definitions of certain terms shall be as listed below. Other terms shall be defined within applicable subsections.

Bulky Waste - Large items with weights or volumes greater than those allowed for containers. Bulky waste includes automobile parts (fenders, seats, and other parts not exceeding 200 lbs.), yard waste, construction debris, furniture, and toys, but excludes dead animals, hazardous waste, and stable waste which are defined herein below.

Commercial Refuse - All refuse generated by a Producer at a Commercial Unit.

Commercial Units - Any place of business including, but not limited to, offices, grocery stores, service stations, restaurants, lounges, amusement centers, etc., located within the boundaries of the UNIVERSITY.

Commodity - Material that can be sold in a spot or future market for processing and use or reuse. Each

commodity shall retain its own identity and be kept separate.

Contractor – Waste Management contractor

Construction Debris - Building materials waste resulting from construction, remodeling, repair operations, including concrete, wood, sheetrock, metal, etc. Construction debris under this contract does not include debris generated from new construction and demolition of primary structure.

Container - Receptacles, to be provided by the Contractor to the UNIVERSITY, which is more fully described in Section 4.10, commonly referred to either as a poly-cart, front-load and/or roll-off.

Dead Animals - Animals or portions thereof that have died from any cause, except those killed for human use.

Disposal Site - A refuse depository site known as Mundy Sanitary Landfill - DeSoto Parish Police Jury, or such other site approved by the Contractor.

Disposal Unit – Different meaning as follows:

- (1) For the purpose of refuse collection, a "disposal unit" shall mean one poly-cart, frontload and/or roll-off container or commercial unit which will be provided by the Contractor and placed at the pickup site by UNIVERSITY representatives and/or their agents and/or designees.

Front-load container- commercial metal type dumpster being four (4) or six (6) cubic yards.

Garbage - Any and all accumulation of waste resulting from the preparation, processing, consumption, handling, packing, canning, storage, transportation, decay or decomposition of animal or vegetable matter, including all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal, State, or UNIVERSITY laws and regulations.

Household Construction and Demolition Debris or Debris – Waste materials from interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Large Household Item – (also known as "bulk item") Any discarded and unwanted large household appliances and freezers, stoves, trash compactors, washers, dryers, dishwashers, humidifiers, dehumidifiers, microwaves, water softeners, television, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture. All "white goods" including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls) shall all fit within this definition.

Motor Vehicle - An automobile, motorcycle, truck, trailer, motor home, or tractor, and combination or

any other vehicle operated on the roads of the UNIVERSITY used to transport persons or property, and propelled by gasoline, diesel or electrical power. Bicycles and mopeds are excluded.

Notification - Written notification from the UNIVERSITY Director, Facilities & Plant Operations or as otherwise agreed in this agreement.

Passenger Tire - any tire designed for use on an automobile, motorcycle, or utility truck or service vehicle with an average weight per unit of forty (40) pounds or less.

Producer – UNIVERSITY and/or an occupant of a residential or commercial unit of UNIVERSITY Natchitoches campus who generates refuse.

Polycart - (Also referred to as a poly-cart container or container) A Toter Incorporated Model EVR II 96 Gallon XHD Universal/Nestable Cart with dimensions of 35.25" x 29.75" x 43.25" and a load rating of 335 pounds or similar waste disposal cart approved by Contractor for residential refuse disposal.

Polycart Waste Collection - Waste collection of solid waste from Natchitoches campus facilities requiring only one (1) truck driver/arm-operator. Employs a specially fitted refuse truck that uses a hydraulic arm to grab and lift a standardized collection container from the curb and dump the container into the truck and afterwards placing the containers back on the pickup site. Containers will be placed manually on the pickup site for collection by UNIVERSITY representatives and/or their agents and/or designees. Failure of the UNIVERSITY representatives and/or their agents and/or designees to place container at the pickup site relieves Contractor from responsibility in waste collection at that location for that specific pick-up date.

Recyclable Material(s) - Newspaper, corrugated boxes, magazines, cardboard, telephone books, mail, office paper, plastic drink bottles, plastic milk jugs, aluminum cans, steel cans, detergent bottles, shopping catalogs.

Refuse - All discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routing of domestic housekeeping, included but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspapers, books, magazines, and catalogs; boxes and cartons; cold ashes, furniture, furnishings, and fixtures, household appliances of all kinds; tire, textiles and leather; toys and recreational equipment; and similar items. For the purpose of their Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

Residential Refuse - All refuse generated by a producer in a residential unit.

Residential Unit - A dwelling within the limits of the UNIVERSITY Natchitoches campus occupied by a person or group of persons including (1) Single family dwelling, (2) Multiple family dwelling of four (4), (3) dormitory dwelling or less residential family dwelling whose waste can be picked up as agreed herein in not more than one poly-cart and/or frontload container as defined herein.

Rim - The circular metal device, also known as the "wheel" upon which the tire is mounted and attached to the motor vehicle.

Roll-Off container - commercial metal type dumpster being thirty (30) cubic yards.

Rubbish - All printed matter, paper, pasteboard, yard waste, rags, mattresses, clothing, shoes and boots, combustible waste pulp, and other products used for packaging, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not recyclable or not included in the definitions of Bulky Waste, Construction Debris, Dead Animals, Garbage or Hazardous Waste.

Scavenging - Unauthorized removal of material from a solid waste storage, transfer, processing or disposal site.

Small Business Units - See “Commercial Units” above.

Solid Waste - Any and all refuse, white goods, and bulky waste generated at a residential or commercial unit.

Special Waste - Used automotive batteries, antifreeze, used tire, and used motor oil or any waste stream determined by Louisiana Department of Environmental Quality or its equivalent to be manifested for disposal in a non-hazardous waste landfill.

Stable Waste - Body waste of animal and fowl, and cleanings, and waste food stuffs from all barns, stables, corrals, or pens used for stabling, caging or penning of animals or fowl.

State - State of Louisiana.

Tire - A continuous or pneumatic rubber covering encircling the wheel of a motor vehicle.

Tire Disposal - Deposition or burial of waste tires that have been sliced, cut, chipped, shredded, etc., in a permitted solid waste disposal facility.

UNIVERSITY- State of Louisiana and Northwestern State University.

Truck Tire - Any tire designed for use on heavy-duty trucks or related equipment including but not limited to trailers, semi-trailers, truck-tractors and semi-trailer combinations, or other service vehicles with an average weight 40 to 250 pounds per unit.

Waste Tire - A whole tire no longer suitable for its original purpose because of wear, damage, or defect.

Waste Tire Collection - Removing waste tires from where they have been placed and transporting those same tires to the designated processing/disposal site.

Waste Tire Processing - Any method that alters whole waste tires so that they are no longer whole, such as cutting, slicing, chopping, shredding, and producing a tire fragment no larger than fifty (50) percent of the original dimensions of the tire.

Waste Tire Recycling - Any process by which whole waste tires, processed tire, or residuals are reused or returned to beneficial use in the form of products, raw materials, or as fuel source.

White Goods - Inoperative and discarded refrigerators, ranges, water heaters, freezers, washers or any other similar large domestic appliances.

Yard Waste – (also known as "landscape waste") Grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants, and flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall be considered yard waste and shall not be disposed of as refuse.

2.2 SCOPE OF WORK

The Contractor shall provide all labor, equipment, materials, supervision, and transportation necessary for:

- Poly-cart waste collection
- Front-load container service
- Roll-off container service
- Recycling collection (as applicable)
- Special event waste services

Included Services

- Routine scheduled waste collection
- Recycling collection
- Waste hauling and disposal
- Container delivery and maintenance
- Special event support (NSU-sponsored events only)

Unit Price / Additional Services

- Yard waste (per ton)
- Additional roll-off hauls
- Emergency response services (as approved)

Excluded Services

The following are **not included** unless separately authorized:

- Hazardous waste
- Biomedical waste
- Construction and demolition debris
- Dead animals
- Bulk waste (unless scheduled separately)

2.3 AGREEMENT OF TERM

The contract shall be for an initial term of three (3) years with the option to renew for two (2) additional one-year periods upon mutual agreement of both parties and approval of the University. In no event shall the total term of the contract, including all renewal periods, exceed sixty (60) months.

2.3.1 CONTINUATION

The continuation of this Agreement is contingent upon the appropriation of funds for UNIVERSITY to meet the requirements of this Agreement by the Legislature. If the Legislature fails to appropriate sufficient funds to provide for the continuation of operations, the Agreement will terminate on the date of the beginning of the UNIVERSITY's fiscal year for which funds were not appropriated.

2.4 ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, in whole or part, without prior written consent of the UNIVERSITY. Before the UNIVERSITY approves any assignment or sub-contract of this contract, the present contract must be up to date. The Contractor may perform its obligations hereunder through its subsidiaries or divisions.

2.5 INDEPENDENT CONTRACTOR/COMPLIANCE

The Contractor is an independent contractor, solely responsible for the control and payment of its employees. The employees of the Contractor shall not be considered to be employees of the UNIVERSITY and UNIVERSITY employees shall not be considered to be employees of the Contractor.

2.6 LOCAL OFFICE

The Contractor need not establish nor maintain a local office within the limits of the UNIVERSITY but will maintain an office through which it can be contacted and instructions received from the UNIVERSITY Director, Facilities & Plant Operations or designated persons, Natchitoches campus.

2.7 TITLE TO WASTES

All refuse and recyclable collectibles shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle or placed in the poly-cart, front-load and/or roll-off container.

2.8 PAYMENT

2.8.1 Basis and Method of Payment

Any 30-yard Roll-Off waste disposal/haul in addition to the single monthly disposal/haul will be charged at an additional rate of ***Four Hundred Ninety-five Dollars and zero cents (\$495.00)*** per waste disposal/haul and due with the monthly payment by the 10th of the month which follows the service being performed. See "Attachment B" for monthly rate schedule.

2.8.2 Contractor's Billing to University

The Contractor shall bill the UNIVERSITY for services rendered within ten (10) days following the end of the month, and the UNIVERSITY shall pay the Contractor on or before ten (10) days from the receipt of billing.

SECTION III: INSURANCE AND INDEMNIFICATION

The Contractor shall not commence work under this Contract until he has obtained all insurance required by these specifications. The insurance requirements, indemnity provisions, and waiver provisions for all contractors engaged in performing work or provisions, and waiver provisions for all contractors engaged in performing work or services for the UNIVERSITY shall be as follows:

SECTION 4: GENERAL SOLID WASTE COLLECTION OPERATION

4.1 COLLECTION UNITS

The base unit of service shall be known as a "Collection Unit or Stop" as further set forth for services:
(a) The Contractor shall collect, remove and dispose from every existing residential unit or commercial unit, as defined herein, on the UNIVERSITY Natchitoches campus, all refuse that may be produced or exist upon such premises as defined and evidenced herein by Exhibit A entitled "Route Schedule" and incorporated herein as a part of this contract that is delivered in the poly-cart, frontload and/or roll-off container placed manually on the pickup site for collection by UNIVERSITY representatives and/or their agents and/or designees per this agreement.

4.2 SCHEDULE OF TIME AND COLLECTIONS

The UNIVERSITY Natchitoches campus is divided into collection area(s) and a regular pickup shall be assigned to each area, if applicable. All collection under Normal Schedule but be completed by 7:00 AM in order for Contractor not to interfere with student activities and traffic. Exempt from this requirement shall be one roll-off container at the Facilities and one 8yd container located at Northwestern Hills Golf Complex. See Exhibit B entitled "Route Schedule" attached hereto.

4.3 SCHEDULE ADHERENCE

The Contractor shall collect any pickup site of the UNIVERSITY on a day that is the scheduled day excluding holidays. Legal holidays include those holidays given to employees of UNIVERSITY and include but are not limited to Independence Day, Thanksgiving Day, Christmas Day, Labor Day, Memorial Day and/or New Year's Day.

4.4 PENALTIES

The Contractor is responsible for compliance with applicable Federal and State laws, ordinances and regulations in connection with performance of the Contract. Federal or State Agencies shall include: any environmental regulation agency, LDEQ, EPA, and the LDOTD.

4.5 LOCAL IMPROVEMENTS

The UNIVERSITY reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. Contractor shall, however, by an acceptable method, continue to collect the refuse to the same extent as though no interference existed upon the streets formerly traversed.

4.6 EMERGENCIES

The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or the like, which require additional hauling equipment by the UNIVERSITY, the Contractor's equipment shall be placed at the disposal of the UNIVERSITY upon request for such temporary use, provided that upon such use the UNIVERSITY shall pay the rate of Two Hundred (\$200.00) Dollars per hour per collection vehicle, plus actual disposal & fuel costs.

4.7 TAXES, LICENSES AND PERMITS

- (a) The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the UNIVERSITY or the Contractor in connection with the Contractors facilities and the work included in this contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work.
- (b) The Contractor shall furnish upon written request by the UNIVERSITY satisfactory evidence that it has all the permits, licenses, and certificates of authority required to operate for the term of this contract.

4.8 ACCIDENT PREVENTION

Reasonable precautions shall be exercised for the protection of persons (including employees) and property.

4.9 PLACE OF PICK-UP

The Contractor is responsible for public street, or properly waived private street curbside pick-up of all residential and/or commercial unit locations as agreed between the parties within the UNIVERSITY, including the movement of carts for pick up and return.

4.10 POLYCARTS, FRONTLOAD & ROLL-OFF CONTAINERS

The Contractor is responsible for providing One Hundred Fifteen (115) polycarts, Eighteen (18) six (6) yard frontload, One (1) four (4) yard frontload, four (4) Eight (8) yard sideload and one (1) thirty (30) yard roll-off containers. The Contractor will own the poly-carts, frontload, sideload and roll off containers.

The University agrees to supply Six (6) two-yard Frontload containers for trash collection. In the event that a container is damaged or lost or stolen, for any reason, Contractor shall provide a replacement container, to the residential or commercial unit within seven (7) days upon notification by the UNIVERSITY at the replacement cost to the UNIVERSITY of fifty (\$50.00) per poly-cart, five hundred (\$500.00) per frontload/sideload and four thousand (\$4,000.00) per roll-off container replaced. UNIVERSITY agrees to pay said replacement cost within seven days of the replacement of the poly-cart(s), front load(s) and/or roll-off container(s) damaged, lost and/or stolen.

4.11 REPLACEMENT DAMAGE

The Contractor is responsible for damages resulting from its careless handling of any receptacle, normal wear and tear excluded. Contractor is not responsible for any road or street damage that may occur during normal collection routines.

4.12 HOLIDAYS

Holidays are all legal holidays including those holidays given to employees of UNIVERSITY Natchitoches campus and include but are not limited to Independence Day, Thanksgiving Day, Christmas Day, Labor Day, Memorial Day and/or New Year's Day.

4.13 COLLECTION VEHICLES

All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to compress the material collected. Vehicles shall be labeled with the firm's name, address, and telephone number. All vehicles shall be kept water tight. Drain plugs, if available, shall be kept closed, except during collections in rainy weather. A vehicle identification number shall be painted clearly on each vehicle.

4.14 EMPLOYEES

- (a) The Contractor shall undertake to perform all disposal services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews.
- (b) Contractor's employees will be attired, at all times representing Contractor, in a professional-type manner, including uniform with company logo. Contractor's employee's first or nick name shall be placed on uniform shirt.
- (c) The employees of the Contractor shall not be employees of the UNIVERSITY.
- (d) Contractor's employees shall not interact with University students before, during or after performing services for the UNIVERSITY while representing Contractor.

4.15 REFUSE

- (a) UNACCEPTABLE MATERIAL: The Contractor shall refuse to accept for regular collection; hazardous materials, biomedical waste, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the Contractor is legally unable to accept and as listed under Section 10 herein below or anywhere else in this agreement including construction and/or demolition debris or waste.
- (b) ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted excluding, but not necessarily limited to: bulky household fixtures, appliances, furniture, and yard waste and those additional items listed in Section 9 herein below or anywhere else in this agreement.
- (c) ACCEPTABLE YARD WASTE:(also known as "landscape waste") Grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants, and flowers, weeds, tree droppings (for example, pinecones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, gardens and storm damage shall be picked up in accordance with Item 2, billed to NSU at a per ton rate, of the Bid Form.

4.16 DISPOSAL

All refuse collected shall be removed from the UNIVERSITY as soon as is practical; and it shall not be disposed of in violation of any state, federal or parish laws or regulations.

4.17 TERMINATION OF CONTRACT

The parties may terminate this contract upon mutual consent. The UNIVERSITY may terminate this contract if the Contractor is in default as defined in Section 5, or if the Contractor becomes unable or unwilling to perform. Also see Section 2.3.1.

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this Contract by reason of an Act of God, an act of the Legislature hereinafter passed, or by act of the UNIVERSITY, or by reason of a final order by a court of record in proceedings not instituted by or acquiesced in by the negligence upon the Contractor, the Contractor shall not be liable for damages arising solely out of such impossibility. The Contract shall be terminated, and the Contractor shall recover from the UNIVERSITY, payment for all services rendered prior to the date of termination of the Contract.

4.17.1 TERMINATION OF THIS AGREEMENT FOR CAUSE

The UNIVERSITY may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that UNIVERSITY shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then UNIVERSITY may, at its option, place the Contractor in default and the Agreement 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 UNIVERSITY to comply with the terms and conditions of this Agreement, provided that the Contractor shall give UNIVERSITY written notice specifying UNIVERSITY's failure and a reasonable opportunity for UNIVERSITY to cure the defect.

4.17.2 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE

The UNIVERSITY may terminate this Agreement at any time by giving sixty (30) days written notice to Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for all work performed and in progress to the extent work has been performed satisfactorily.

4.18 COLLECTION FROM UNIVERSITY OWNED FACILITIES

Contractor shall furnish, at no additional cost, waste disposal services and materials for residential and normal commercial poly-cart, frontload and roll-off container waste collection and disposal at the Natchitoches campus only for major special events including NSU Folk Festival, scheduled home football games, scheduled Southland Conference Basketball Tournament at NSU in Natchitoches,

Move-in and Move-out for the Fall and Spring semesters at NSU, graduation and/or direct NSU activities but does not include events that are not direct NSU activities at the Natchitoches campus such as activities where a portion or all of the campus is leased or used by a third party or non-regularly scheduled event or activity Arrangements for and approval of the above must be accomplished with the Director, Facilities & Plant Operations or his office.

All schedules, agreements, and lists of equipment furnished must, after mutual agreement between the Contractor and the UNIVERSITY, be submitted in written letter form.

SECTION 5: DEFAULT

If the Contractor fails to observe the established schedule for more than one (1) working week, and, in the opinion of the Director, Facilities & Plant Operations and after a review by the UNIVERSITY, there has not been sufficient cause to justify such lack of observance, the UNIVERSITY shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If, at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the UNIVERSITY shall take such steps, as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of notice of default.

SECTION 6: AMENDMENT

This contract may be modified or amended only by a written agreement executed by the parties or their authorized representatives.

SECTION 7: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this contract shall not affect the validity of the remaining portion of the contract, so long as the material purposes of this contract can be determined and effectuated.

SECTION 8: SUCCESSORS AND ASSIGNS

This contract shall be binding upon the parties, their successors and assigns.

SECTION 9: ENTIRETY

This contract, and any exhibits attached hereto, contains the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this contract shall be of no force and effect.

SECTION 10: WASTE EXCLUDED FROM PICK UP (Non-exclusive List)

The Contractor shall refuse to accept for regular collection; hazardous materials, biomedical waste, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, bulky waste, white goods, construction debris, demolition debris, dead animals, hazardous waste, tires, commercial refuse and/or yard waste or any waste stream determined by Louisiana Department of

Environmental Quality or its equivalent to be manifested for disposal in a non-hazardous waste landfill or any other material that the Contractor is legally unable to accept.

The following non-exclusive list of items, processes and services are excluded from this contract:

Bulky Waste – Large items with weights or volumes greater than those allowed for containers. Bulky waste includes automobile parts (fenders, seats, and other parts not exceeding 200 lbs.), yard waste, construction debris, furniture, and toys, but excludes dead animals, hazardous waste, and stable waste.

Dead Animals – Animals or portions thereof that have died from any cause, except those killed for human use.

Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be “hazardous” as that term is defined by or pursuant to Federal, State, or UNIVERSITY laws and regulations.

Household or Building Construction and Demolition Debris or Debris – Waste materials from interior and exterior household or any building construction, remodeling and/or repair projects, including, but not limited to drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Large Household Item – (also known as “bulk item”) Any discarded and unwanted large household appliances and freezers, stoves, trash compactors, washers, dryers, dishwashers, humidifiers, dehumidifiers, microwaves, water softeners, television, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture. All “white goods” including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls) shall all fit within this definition.

Motor Vehicle – An automobile, motorcycle, truck, trailer, motor home, or tractor, and combination or any other vehicle operated on the roads of the UNIVERSITY used to transport persons or property, and propelled by gasoline, diesel or electrical power.

Passenger Tire – any tire designed for use on an automobile, motorcycle, or utility truck or service vehicle with an average weight per unit of forty (40) pounds or less.

Recyclable Material(s) – Newspaper, glass, metals, magazines, corrugated cardboard, plastics, or any other commodity set forth in this Contract.

Special Waste – Used automotive batteries, antifreeze, used tire, and used motor oil or any waste stream determined by Louisiana Department of Environmental Quality or its equivalent to be manifested for disposal in a non-hazardous waste landfill.

Stable Waste – Body waste of animal and fowl, and cleanings, and waste food stuffs from all barns, stables, corrals, or pens used for stabling, caging or penning of animals or fowl.

Tire – A continuous or pneumatic rubber covering encircling the wheel of a motor vehicle.

Tire Disposal – Deposition or burial of waste tires that have been sliced, cut, chipped, shredded, etc., in a permitted solid waste disposal facility.

Truck Tire – Any tire designed for use on heavy-duty trucks or related equipment including but not limited to trailers, semi-trailers, truck-tractors and semi-trailer combinations, or other service vehicle with an average weight 40 to 250 pounds per unit.

Waste Tire – A whole tire no longer suitable for its original purpose because of wear, damage, or defect.

Waste Tire Collection – Removing waste tires from where they have been placed and transporting those same tires to the designated processing/disposal site.

Waste Tire Processing – Any method that alters whole waste tires so that they are no longer whole, such as cutting, slicing, chopping, shredding, and producing a tire fragment no larger than fifty (50) percent of the original dimensions of the tire.

Waste Tire Recycling – Any process by which whole waste tires, processed tire, or residuals are reused or returned to beneficial use in the form of products, raw materials, or as fuel source.

Waste Tire – A whole tire no longer suitable for its original purpose because of wear, damage, or defect.

White Goods – Inoperative and discarded refrigerators, ranges, water heaters, freezers, washers or any other similar large domestic appliances.

SECTION 11 GOVERNING LAW

This Agreement shall be interpreted solely pursuant to the laws of the State of Louisiana.

SECTION 12 PUBLIC RECORDS

All records, reports or documents of any kind arising out of this Agreement shall be disclosed in accordance with the Louisiana Public Records Act under Louisiana Revised Statutes 44:1-44 et seq.

SECTION 13 ACCURATE BOOKS AND RECORDS

Contractor shall maintain accurate books and records in connection herewith which shall be open to inspection by the UNIVERSITY or its designee or the Louisiana Legislative Auditor for a period of five years from the date of such record.

SB 7676 Bid Form

Item 1:

Normal Schedule (July - June)
X 12)

			\$ Unit	\$ Extended	Annual Cost (Extended
115	Poly-carts (Trash)	2 x wk.	\$ _____	\$ _____	\$ _____
13	6yd Frontload Containers	4 x wk.	\$ _____	\$ _____	\$ _____
1	4yd Frontload Containers	3 x wk.	\$ _____	\$ _____	\$ _____
6	6yd Frontload Containers	5 x wk.	\$ _____	\$ _____	\$ _____
3	6yd Frontload Containers	3 x wk.	\$ _____	\$ _____	\$ _____
4	8yd Side load Container	1 x wk.	\$ _____	\$ _____	\$ _____
0	*2yd Frontload Containers	2 x wk.	\$ _____	\$ _____	\$ _____
1	8yd Side load Container	6 x wk.	\$ _____	\$ _____	\$ _____

Total for Bid Form Item # 1

\$ _____

Item 2:

Natural Waste (Limbs, brush, etc.)

\$ Unit \$ Extended

100	Pick-up of waste (per ton)	As Needed	\$ _____	\$ _____
Total for Bid Form Item # 2			\$ _____	\$ _____

Denotes University owned containers. All other containers are to be supplied by Contractor upon award of contract.

The University reserves the right to increase and/or decrease quantities as needed with 30 days' notice to vendor.

All shipping and handling and installation must be included in the bid amount.

Northwestern State University Purchasing reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

Total for Bid Form Item, Item 1 Total + Item 2 Total = \$ _____

TOTAL PRICE _____ **\$** _____
(WORDS) (FIGURES)

Acknowledges receipt of the following:

ADDENDA: No: _____ Dated: _____ No: _____ Dated: _____
No: _____ Dated: _____ No: _____ Dated: _____

Exhibit A
Insurance Requirements Contractor's Liability Insurance

Proof of insurance will be required with the submission of the bid form.

Insurance coverage specified below shall be furnished with the following minimum limits:

Compensation Insurance: The contractor and subcontractors shall purchase and maintain during 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 here under by the contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Worker's Compensation

Worker's Compensation insurance shall be in compliance with the worker's compensation law of the state of the contractor's headquarters. Employers liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over the water and involves maritime exposure, applicable LHWSCA, Jones Act, or other maritime law coverage shall be included and the employer's liability limit increased to a minimum of \$1,000,000. A. M. Best's insurance company rating requirement may be waived for worker's compensation coverage only.

2. Commercial General Liability

Commercial general liability insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability Occurrence Form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-Made form is unacceptable.

3. Automobile Liability

Automobile liability insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO Form Number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and accepted by the Agency. The contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

- a. The agency, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the agency.
- b. The contractor's insurance shall be primary as respects the agency, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the agency shall be excess and non-contributory of the contractor's insurance.
- c. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees, and volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employer's Liability Coverage

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

3. All Coverages

- a. Coverage shall not be cancelled, suspended, or voided by either party (the contractor or the insured) or reduced in coverage or in limits except after thirty (30) days written notice has been given to the agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees, and volunteers.

D. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A. M. Best rating, the contractor shall obtain a policy with an insurer that meets the A. M. Best rating and shall submit another certificate of insurance as required in the contract.

E. Verification of Coverage

Contractor shall furnish the agency with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The agency reserves the right to request complete certified copies of all required insurance policies at any time. Upon failure of the contractor to furnish, deliver, and maintain such insurance as above provided, this contract, at the election of the agency, may be suspended, discontinued, or terminated. Failure of the contractor to purchase and/or maintain any required insurance shall not relieve the contractor from any liability or indemnification under the contract.

F. Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The agency reserves the right to request copies of subcontractor's certificates at any time.

G. Workers Compensation Indemnity

In the event contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that contractor, its owners, agents, and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance be, or considered as, the employer or statutory employer of contractor, its owners, agents, and employees. The parties further agree that contractor is a wholly

independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify, and hold the State of

Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all state departments, agencies, boards, and commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, 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 contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state departments, agencies, boards, commissions, its officers, agents, servants, employees, and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT

The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

Email Address: _____

Telephone Number with area code: () _____

Bidder certifies that the above information is true and grants permission to the University to contact the above-named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate.
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or

exceed the requirements specified therein.

3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals, are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Professional Job Title: _____

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____

Attachment B																	
ROUTE #	BUILDING NAME	BUILDING NUMBER	# of CANS Poly Cans 2 x wk	2 yd x week Front Load	2 6 yd 4 x week Front Load	4 yd 3xweek Front Load	6 yd x week Front Load	5 8 yd x week Side Load	1 6 yd 3x week Front Load	8 yd 6 x week Side Load	Monthly Cost	Auxiliary	Yearly Cost Physical Plant	Yearly Cost Auxiliary	NOTES		
				\$ -													
	CHIC FIL A- SODEXO	Affiliate								1	\$ -	Affiliate (415825)	\$ -	Affiliate	Invoiced Directly to Affiliate		
	CAMPUS POLICE/NELSON	5/20			1						\$ -		\$ -		rear		
	ALOST HALL				1						\$ -		\$ -				
	ALUMNI CENTER	11	3								\$ -		\$ -		rear		
	ATHLETIC FIELD HOUSE	114			1						\$ -		\$ -		loading dock		
	AUTO SHOP	85	1								\$ -		\$ -		west side of building		
	BASEBALL COMPLEX (IN SEASON)	115											\$ -		gate		
	BIENVENU HALL	90			1						\$ -		\$ -		West entrance		
	BOOKSTORE FOLLET, NSU FOUNDATION	Affiliate							1		\$ -	Affiliate	\$ -	Affiliate	Invoiced Directly to Affiliate		
	CARPENTER SHOP	57											\$ -		south of building		
	COLLINS PAVILION	66											\$ -				
	FACILITY SERVICES - PHYSICAL PLANT	119			1						\$ -		\$ -		east side of building		
	FACILITY SERVICES - WAREHOUSE	46											\$ -		west side of building		
	FINE ARTS	25	2		1						\$ -		\$ -		north of building inside gate		
	FOURNET HALL/FACS/MORRISON	43	5								\$ -		\$ -		West entrance		
	GROUNDS SHOP	85	17								\$ -		\$ -		east side of building		
	HEALTH AND P.E. (REAR)	89	4								\$ -		\$ -		rear lot		
	IBERVILLE DINING HALL	74					3				\$ -	415500	\$ -		loading dock		
	KYSER HALL	81	14				1				\$ -		\$ -		South Entrance		
	NCPTT - LEE NELSON HALL	68	5								\$ -	210023	\$ -				
	PRATHER COLISEUM	67	4		2						\$ -		\$ -		rear		
	PRESIDENTS RESIDENCE	91	3								\$ -		\$ -		Garage		
	PRINT SHOP	50	7								\$ -		\$ -		west of building		
	RECREATION COMPLEX								1		\$ -	416025	\$ -		Includes one dump per mon		
	R.O.T.C. NOE HALL (NORTH HALL)	31	4								\$ -		\$ -		south/west corner of build		
	ROY HALL	71	4								\$ -		\$ -		Parking Lot south		
	RUSSELL HALL/POWER PLANT/CUSTODIAL	15/19/26	1		1						\$ -		\$ -		west Of old warehouse,rr		
	SOFT BALL/SOCCER COMPLEXES	123											\$ -		gate		
	SOUTH HALL	30	6								\$ -		\$ -		north/west of building in bin.		
	ST. DENIS	53							1		\$ -		\$ -		rear		
	STUDENT SERVICES CENTER		4		1						\$ -		\$ -		inside complex off S. Jeff		
	STUDENT UNION/CULINARY ANNEX (51)	77					2				\$ -	415410	\$ -		West Dock		
	TEACHER EDUCATION CENTER (T.E.C.)	88	1		1						\$ -		\$ -		south lot		
	TENNIS COMPLEX	111	2								\$ -		\$ -		center		
	TRACK COMPLEX (IN SEASON)	109	3								\$ -		\$ -		gate		
	TURPIN STADIUM (EAST) (IN SEASON)	18											\$ -		No Cost		
	TURPIN STADIUM (WEST)	18							3		\$ -		\$ -		No Cost		
	VARNADO HALL	20											\$ -				
	WAREHOUSE SURPLUS/CDC @ W.E.	46			1						\$ -		\$ -		south of building, see Red River		
	WARREN EASTON ELEMENTARY	10			1						\$ -		\$ -		east of building at load dock		
	WATSON LIBRARY	92			1						\$ -		\$ -		West lot		
	WATSON -CAFÉ DEMON	92			1						\$ -	415525	\$ -		West lot		
	WILLIAMSON HALL	54											\$ -				

