



MCNEESE STATE UNIVERSITY
 LAKE CHARLES, LOUISIANA 70609
 AN EQUAL OPPORTUNITY INSTITUTION
 PHONE: (337) 475-5087
 FAX: (337) 475-5082

REQUEST FOR BID

DATE 06/03/24	BID NUMBER D2500002
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PURCHASING CONTACT Debet Hebert	PHONE 337-475-5083	REQUEST NO. R2500013	DEPARTMENT Maintenance	VENDOR I.D. NO. 000010313
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SEE STANDARD TERMS & CONDITIONS TO BIDDERS.
VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

Return this bid to McNeese State University
 Purchasing Department, 150 Lawton Drive,
 Smith Hall room 120, Lake Charles, LA 70605
 or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 06/24/24 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		<p align="center">Request for Sealed Bid (SB)</p> <p>***** THIS BID MUST BE RETURNED IN A SEALED ENVELOPE/ PACKAGE. PLEASE WRITE THE BID NUMBER ON THE ENVELOPE/PACKAGE. RETURN TO ONE OF THE ADDRESSES LISTED. ***** Your sealed bid may be mailed or delivered by hand or courier service.</p> <p>----- NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE. -----</p> <p>*The address for mailing (U.S. Postal Service): McNeese State University, Purchasing Department Box 92415, Lake Charles, LA 70609 -----</p> <p>**The address for hand or courier service: McNeese State University, Purchasing Department 150 Lawton Drive, Smith Hall Room 120 Lake Charles, LA 70609 -----</p>			

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

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CONTINUED

Signature _____ Date _____



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Debet Hebert	337-475-5083	R2500013	Maintenance	000010313

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1		<p>Request for Sealed Bid (SB)</p> <p>(Continued ...)</p> <p>*Bidder is hereby advised that the U.S. Postal Service (USPS) does not make deliveries to the McNeese Purchasing Departments physical location. If delivering by USPS to the Box listed above, please allow sufficient time for the mail to then be transmitted to the McNeese Purchasing Department. The McNeese Purchasing Department must receive the sealed bid at its physical location by the date and time specified in this bid. Failure to meet the bid opening date and time shall result in rejection of the bid.</p> <p>**Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the McNeese Purchasing Departments physical location. The McNeese Purchasing Department is not responsible for any delays caused by the Bidders chosen means of delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to</p>			

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1		Request for Sealed Bid (SB)			
		(Continued ...) meet the bid opening date and time shall result in rejection of the bid. ***** THIS BID IS A CONTRACT TO PROVIDE SCHEDULED GARBAGE DISPOSAL SERVICE AS WELL AS TO PROVIDE ROLL-OFF GARBAGE CONTAINERS PER SPECIFICATIONS FOR MCNEESE STATE UNIVERSITY CAMPUS LOCATED IN LAKE CHARLES, LOUISIANA. PLEASE READ ALL SPECIFICATIONS AND ATTACHMENTS CAREFULLY. ***** MCNEESE STATE UNIVERSITY IS TAX EXEMPT. SUCCESSFUL BIDDER MUST ACCEPT PURCHASE ORDERS.			
1	1	FURNISH ALL NECESSARY LABOR AND EQUIPMENT FOR THE PICKUP AND DISPOSAL OF ALL WET/DRY GARBAGE GENERATED BY MCNEESE MAIN CAMPUS, CAMPP, FARM AND LERC AS PER BID SPECIFICATIONS, TERMS AND	EA		

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No.	Quantity	Description	Unit	Unit Price	Extension
Request for Sealed Bid (SB)					
1		(Continued ...) CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS. PROVIDE PRICING ON THE ATTACHED PRICING SCHEDULE.			
2	1	PROVIDE PRICING FOR RECYCLE CONTAINERS LISTED ON THE ATTACHED PRICING SCHEDULE. THE SIZE OF THE RECYCLE BINS ARE TO BE 6yd CONTAINERS WITH LOCKS AND ARE FOR WHITE PAPER RECYCLING. THERE IS NO PREFERRED RECYCLE CENTER.	EA		
3	2	PROVIDE PRICING FOR WASTE DISPOSAL SERVICE OF TWO 30 CUBIC YARD MINIMUM CONTAINERS. ONE IS TO BE PLACED IN OR NEAR THE MAINTENANCE YARD AND ONE IN OR NEAR THE GROUNDS SHOP. THESE CONTAINERS ARE TO BE PLACED FOR YEAR ROUND USE AND WILL BE BILLED ONLY FOR DISPOSAL OF CONTENTS AS NEEDED. REPLACEMENT CONTAINERS	EA		

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No.	Quantity	Description	Unit	Unit Price	Extension
3		Request for Sealed Bid (SB) (Continued ...) ARE TO BE PLACED UPON PICK-UP OF FULL CONTAINER. INDICATE CHARGE FOR EMPTYING ROLL-OFF CONTAINER AND REPLACE WITH NEW ONE. ONE CONTAINER IS TO BE PLACED AT EACH LOCATION. PROVIDE PRICING NEXT TO LINE ITEM 3 ON THIS FORM. ***** NOTE: The two 30yd containers are emptied on an as needed basis. The one at the grounds shop is serviced 6-8 times per year and the one at the maintenance yard is serviced approximately 4-5 times a year. Provide pricing on this form next to line item 3.			
4	1	SUCCESSFUL BIDDER MUST BE ABLE TO PROVIDE ADDITIONAL TEMPORARY ROLL-OFF CONTAINERS AS NEEDED BY THE UNIVERSITY. PROVIDE PRICING ON THE ATTACHED PRICING SCHEDULE: 1 - 20 cu yd CONTAINER 1 - 30 cu yd CONTAINER	EA		

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4		<p>Request for Sealed Bid (SB)</p> <p>(Continued ...)</p> <p>1 - 40 cu yd CONTAINER</p>			

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STANDARD TERMS & CONDITIONS TO BIDDERS
FAX #337-475-5082

PROPOSALS: The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. Be sure bid number and due date are clearly shown on outside of package or envelope. Please see return address on the face of the bid form.

STANDARDS OF QUALITY AND ANY ALTERNATE: Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. 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 solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternate" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by addendum following the Pre-Bid Conference will be considered for award at the bid opening. DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

SAMPLES/DESCRIPTIVE LITERATURE: The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternate" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

PRICES: Unless otherwise specified by McNeese in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

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 within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting McNeese during normal working hours. Written bid tabulations will not be furnished.

AWARD OF BIDS: McNeese State University 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 incident thereto.

DELIVERY FAILURE: If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.

TERMINATION OF THIS AGREEMENT FOR CAUSE/CONVENIENCE: McNeese 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 McNeese shall give the 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 McNeese 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 McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1604, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES _____ NO _____

Specify Line Number(s): _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: _____
NOTE: If more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? YES _____ NO _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? YES _____ NO _____

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid), you are certifying compliance with all Terms and Conditions set forth.

Signature & Company Name

Date

SPECIFICATIONS and INSTRUCTIONS TO BIDDERS
GARBAGE DISPOSAL AND ROLL-OFF SERVICE
BID D2500002

1. READ THE ENTIRE BID CAREFULLY, INCLUDING THE STANDARD TERMS AND CONDITIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER.
5. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S.39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS, AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
6. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.
7. CONTACT GARY WHATLEY AT 337-309-2811 TO SCHEDULE A SITE VISIT. SITE VISIT IS NOT REQUIRED. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO DEBET@MCNEESE.EDU BY THE END OF THE DAY **JUNE 17, 2024**.
8. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED AND PROPERLY SIGNED.
9. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED.
 - A. BID CONTAINING NO SIGNATURE INDICATING INTENT TO BE BOUND:
 - B. BID FILLED OUT IN PENCIL
 - C. BID NOT SUBMITTED ON THE STATE'S/McNEESE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING DATE AND TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED.

10. **TAXES:** VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
11. **CONTRACT RENEWALS:** THE FIRST TERM OF THIS CONTRACT IS JULY 1, 2024 TO JUNE 30, 2025. UPON AGREEMENT OF McNEESE STATE UNIVERSITY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.
12. **CONTRACT CANCELLATION:** McNEESE STATE UNIVERSITY HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (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 CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.
13. **APPLICABLE LAW:** ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
14. **SPECIAL ACCOMMODATION:** ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

15. **INDEMNITY:** CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

THIS CONTRACT SHALL PROVIDE FOR THE COMPLETE PICKUP AND DISPOSAL SERVICE FOR McNEESE STATE UNIVERSITY AT ALL LOCATIONS SHOWN ON THE 'SCHEDULE FOR PICKING UP AND DISPOSING OF ALL WET AND DRY GARBAGE AND RECYCLABLE WHITE PAPER FOR MSU'. THIS SCHEDULE IS AN ANALYSIS OF DISPOSAL REQUIREMENTS AT MSU. IT SHOULD BE USED BY BIDDER IN CALCULATING HIS/HER BID. IT INCLUDES THE PRESENT CONTAINER LOCATIONS, THE SIZE AND NUMBER AT EACH LOCATION, AND THE FREQUENCY OF SERVICE TO BE PROVIDED BY BIDDER.

16. **PUBLICIZING AWARDS.** IN ACCORDANCE WITH LA C.31:1.535, UNSUCCESSFUL BIDDER WILL BE NOTIFIED OF THE AWARD, PROVIDED THEY SUBMIT THEIR BID WITH A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.
17. **EQUAL OPPORTUNITY:** BY SUBMITTING AND SIGNING THIS BID, THE BIDDER AGREES THAT HE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
18. **EEOC COMPLIANCE.** BY SUBMITTING AND SIGNING THIS BID, BIDDER CERTIFIES AND AGREES TO ADHERE TO THE MANDATES DICTATED BY TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMMENDED; THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974; SECTION 503 OF THE REHABILITATION ACT OF 1973; SECTION 202 OF EXECUTIVE ORDER 11246, AS AMMENDED, AND THE AMERICANS WITH DISABILITY ACT OF 1990. BIDDER AGREES TO KEEP INFORMED OF AND COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES AND REGULATIONS WHICH AFFECT HIS EMPLOYEES OR PROSPECTIVE EMPLOYEES.
19. AWARD WILL BE MADE ON AN ALL-OR-NONE BASIS
20. PAYMENT WILL BE MADE MONTHLY UPON RECEIPT OF INVOICE FROM THE CONTRACTOR. CONTRACTOR WILL PROVIDE ONE (1) MONTHLY INVOICE SHOWING SEPERATE COSTS FOR GARBAGE DISPOSAL, ROLL-OFFS, AND RECYCLABLES.
21. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING, DEODORIZING, DISENFECTING, AND/OR REPLACING CONTAINERS (INCLUDING RECYCLING CONTAINERS), IN ADDITION TO ALL CHEMICAL AND SANITIZING EQUIPMENT USED.
- A. ALL CONTAINERS MUST BE THOROUGHLY CLEANED AND DISINFECTED WEEKLY TO PREVENT POSSIBLE DISEASE OR ODOR.
 - B. ALL CONTAINERS MUST BE TREATED WITH INSECTICIDE, RODENTICIDE, AND/OR PESTICIDES AS NEEDED TO CONTROL FLIES, RODENTS, ETC.
 - C. CLEAN-UP OF SPILLS OR LEAKS RESULTING FROM DISPOSAL OPERATIONS, CONDITION OF DUMPSTERS OR LEAKS RESULTING FROM TRANSPORT THROUGH CAMPUS OR CITY STREETS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
22. McNEESE STATE UNIVERSITY WILL BE RESPONSIBLE FOR PROVIDING ACCESS TO CONTAINERS. HOWEVER, CONTRACTOR WILL BE RESPONSIBLE FOR DAMAGE, SUCH AS BROKEN CURBS, RUTS, ETC. OUTSIDE OF NORMAL ACCESS DRIVES.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING LOADING AREAS IN A REASONABLE CLEAN AND SANITARY CONDITION AT ALL TIMES IN A MANNER ACCEPTABLE TO McNEESE STATE UNIVERSITY. CONTRACTOR WILL BE REQUIRED TO MONITOR AND CLEAN UP ANY PAPER OR GENERAL TRASH IN THE IMMEDIATE AREA OF THE CONTAINERS.
24. CONTRACTOR WILL BE REQUIRED TO USE ONLY LOUISIANA STATE BOARD OF HEALTH APPROVED LANDFILL SITES TO DISPOSE OF REFUSE. THE LANDFILL SITE WILL NOT BE PROVIDED BY McNEESE STATE UNIVERSITY.
25. ALL CONTAINERS PLACED AT McNEESE STATE UNIVERSITY BY CONTRACTOR WILL BE ADEQUATELY INSURED AS MSU WILL NOT ASSUME ANY RESPONSIBILITY WHATSOEVER FOR THE CONTAINERS. THE CONTRACTOR IS

WARNED THAT THEY MUST ASSUME THE NECESSARY LIABILITY FOR DAMAGES AND INJURY TO THE PROPERTY AND EMPLOYEES OF MSU WHEN THE VENDOR'S MOVING EQUIPMENT, CONTAINERS, AND PERSONNEL ARE PRESENT ON CAMPUS.

26. **EQUIPMENT:** THE CONTRACTOR MUST PICK UP ALL GARBAGE IN AN APPROPRIATE GARBAGE TRUCK SUITABLE TO THE TYPE CONTAINER USED. A "SUITABLE GARBAGE TRUCK" MEANS THAT THE TRUCK MUST BE CONSTRUCTED SPECIFICALLY AND SOLELY FOR THE PURPOSE OF PICKING UP GARBAGE AND THE TRUCK MUST BE WATER TIGHT. FURTHERMORE, THE TRUCK MUST BE APPROVED BY THE LOUISIANA STATE BOARD OF HEALTH AND MUST PASS FEDERAL, AS WELL AS, LOUISIANA STATE DEPARTMENT OF PUBLIC SAFETY STANDARDS.
27. THE CONTRACTOR MUST SHOW PROOF OF BACKUP EQUIPMENT TO THE SATISFACTION OF APPROPRIATE McNEESE STATE UNIVERSITY OFFICIALS.

28. **LINE ITEM 1: WET AND DRY GARBAGE SERVICE:**

CONTAINERS. CONTRACTOR WILL BE REQUIRED TO FURNISH THE NECESSARY CONTAINERS AS SPECIFIED IN THE BID. THE CONTAINERS MUST BE INSURED, MUST BE WATER TIGHT, MUST BE FITTED WITH A PROPERLY HINGED LID AND MUST MEET LOUISIANA STATE BOARD OF HEALTH STANDARDS. THE BOTTOMS OF THE CONTAINERS ARE TO BE CONSTRUCTED OF NO LESS THAN 10 GAUGE APPROPRIATE METAL, THE SIDES OF NOT LESS THAN 12 GAUGE APPROPRIATE METAL AND THE TOPS OF NO LESS THAN 14 GAUGE APPROPRIATE METALS. THE LIDS OF ALL CONTAINERS MUST HAVE APPROPRIATE HANDLES AND BE CONSTRUCTED SO THAT INSECTS CANNOT ENTER CLOSED CONTAINERS. THE 6-YD AND 8-YD CONTAINERS SHALL HAVE SLIDING SIDE DOORS.

BID PRICE: BIDDER IS TO QUOTE A PRICE ON THE ATTACHED PRICING SCHEDULE FOR PROVIDING THE PICKUP AND DISPOSAL OF ALL REFUSE GENERATED BY McNEESE STATE UNIVERSITY AS SPECIFIED FOR THE MAIN CAMPUS, CAMPP, FARM AND LERC. THE NUMBER AND SIZES ARE BASED ON WHAT IS CURRENTLY BEING USED AND ARE PROVIDED AS AN ESTIMATE OF WHAT WILL BE REQUIRED DURING THE CONTRACT PERIOD.

CONTRACTOR WILL BE REQUIRED TO FURNISH ALL NECESSARY CONTAINERS TO COMPLETELY REMOVE ALL REGULARLY OCCURRING REFUSE FROM THE CAMPUS OF McNEESE STATE UNIVERSITY WITHOUT ADDITIONAL CHARGE FOR ANY EXTRA CONTAINERS OR OVERFILLED CONTAINERS. THIS SERVICE IS TO INCLUDE THE PICKUP OF FURNITURE, APPLIANCES, ETC., PLACED NEXT TO CONTAINERS BY STUDENTS MOVING OUT OF DORMS AND FAMILY HOUSING. IT WILL BE THE RESPONSIBILITY OF THE DRIVER TO MAKE ARRANGEMENTS FOR THESE ITEMS TO BE PICKED UP PROMPTLY. THESE ITEMS ARE CONSIDERED REGULARLY OCCURRING REFUSE AT THE END OF EACH SEMESTER (MAY, JUNE, & DECEMBER) WHEN STUDENTS ARE MOVING OUT OF DORMS.

INCLUDED IN THESE BID SPECIFICATIONS IS A "SCHEDULE FOR PICKING UP AND DISPOSING OF ALL WET AND DRY GARBAGE" AT MSU WITH LOCATIONS, CONTAINER SIZES, AND NUMBER OF PICKUPS PER WEEK OR SPECIAL PICKUP INSTRUCTIONS BASED ON SEASONAL EVENTS. ADDITIONAL BUILDINGS BECOMING OCCUPIED AND REQUIRING GARBAGE PICKUP AND DISPOSAL DURING THE TERM OF THIS CONTRACT MAY BE ADDED TO THE CONTRACT AT BID PRICES.

29. **LINE ITEM 2: CONTAINERS FOR RECYCLEABLE WHITE PAPER:** CONTRACTOR IS TO PROVIDE TWO (2) EXTERIOR COLLECTION CONTAINERS OF THE SAME QUALITY AND FUNCTION AS THE REFUSE CONTAINERS FOR THE PURPOSE OF COLLECTION OF RECYCLABLE WHITE PAPER. RECYCLING CONTAINERS ARE TO BE EQUIPPED WITH A LOCKING MECHANISM AND SHALL BE CLEARLY LABELED AS RECYCLABLES TO DISTINGUISH THEM FROM REGULAR TRASH CONTAINERS. PICKUP OF ALL RECYCLABLE CONTAINERS WILL BE ON AN AS NEEDED BASIS via PHONE REQUEST TO CONTRACTOR FROM RECYCLING COORDINATOR. THE CONTRACTOR IS ALSO RESPONSIBLE FOR TRANSPORTING OF RECYCLABLES TO AN APPROVED RECYCLING CENTER.

30. **LINE ITEM 3: ROLL-OFF SERVICE:**

THIS CONTRACT SHALL PROVIDE FOR THE COMPLETE DROP OFF, PICKUP AND WASTE DISPOSAL SERVICE OF ROLL-OFF CONTAINERS FOR McNEESE STATE UNIVERSITY. TWO (2) 30 CUBIC YARD CONTAINERS ARE TO BE PLACED ON CAMPUS FOR YEAR ROUND USE AND OTHERS ON AN AS NEEDED BASIS. (SEE LINE ITEM 3 ON THE REQUEST FOR BID).

31. **LINE ITEM 4: ROLL-OFF CONTAINERS:** CONTRACTOR WILL BE REQUIRED TO FURNISH THE NECESSARY ROLL-OFF CONTAINERS AS SPECIFIED. THE CONTAINERS MUST BE IN GOOD WORKING CONDITION. SIZE TO BE

QUOTED FOR 20 CUBIC YARD, 30 CUBIC YARD AND 40 CUBIC YARD CONTAINERS. CONTRACTOR IS TO STIPULATE ANY RESTRICTIONS IN TYPE OF MATERIALS, SIZE OF MATERIALS, AND MIX OF MATERIAL WHICH MAY BE DISPOSED OF IN THE ROLL-OFF CONTAINERS.

BID PRICE: BIDDER IS TO QUOTE A PRICE FOR PROVIDING THE PICKUP AND DISPOSAL OF ALL REFUSE GENERATED BY McNEESE STATE UNIVERSITY AND DISPOSED OF IN ROLL-OFF CONTAINERS. BID UNIT PRICE PER ROLL-OFF MUST BE ALL INCLUSIVE FOR REQUIRED SERVICE.

32. **COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE,** AS OUTLINED BELOW ARE REQUIRED IN THIS BID. SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE A CERTIFICATE OF INSURANCE.

- A. **COMMERCIAL GENERAL LIABILITY:** 1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE AND A MINIMUM OF \$2,000,000.
- B. **AUTOMOBILE LIABILITY:** \$1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE.
- C. **WORKMAN'S COMPENSATION AND EMPLOYERS LIABILITY:** WORKERS' COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE.

*****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 WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO 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 AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

CERTIFICATES PROVIDED SHALL INCLUDE McNEESE STATE UNIVERSITY AS AN ADDITIONAL INSURED AND CERTIFICATE HOLDER.

**SCHEDULE FOR PICKING UP AND DISPOSING OF ALL WET AND DRY GARBAGE FOR
McNEESE STATE UNIVERSITY
BID D2500002**

	LOCATION	CONTAINER SIZE	WEEKLY P/U SCHEDULE	OTHER SCHEDULE
1	Girl's Gym	4yd	3x weekly	
2	Rec Complex-Financial Aid	6yd	3x weekly	
3	Auditorium, Admin, & SFA	2-6yd	3x weekly	
4	Bookstore	2-8yd	3x weekly	
5	Frasch Hall; Frascch Annex	4yd	3x weekly	
6	Library & Infirmary	6yd	3x weekly	
7	Cafeteria	2-8yd	5x weekly	
8	Kirkman Hall	4yd	3x weekly	
9	Hardtner Hall	6yd	3x weekly	
10	Collette Dorm	8yd; 6yd	3x weekly	
11	Dolan Field House	6yd	3x weekly	
12	Baseball Complex	2yd	3x weekly	SEASONAL
13	Gayle Hall-Gayle Annex	4yd	3x weekly	
14	Auto shop	6yd	3x weekly	
15	Einstein's	8yd	3x weekly	
16	Alumni Center	6yd	3x weekly	
17	Grounds Shop	8yd	3x weekly	
18	Football Stadium - during football	4-8yd	1x per week	Aug-Nov SEASONAL
19	Farm-dairy, barns, house	1-2yd; 2-4yd	2x weekly	
20	Physical Plant Maintenance Shop	4yd	1x per week	
21	MSU Police	8yd	1x per week	
22	LERC	4yd	1x per week	
23	Cowboy Club	4yd	3x weekly	
24	Property Control west of Credit Un.	8yds	1x monthly	
25	Hodges St. Field House	2yd	3x weekly	
26	S.E.E.D. Center	6yd	3x weekly	
27	Burton Dorm	8yd	3x weekly	
28	CAMPP – 19807 S. Frontage Rd., Iowa, LA 70647	2-6yd	1x per week	

**PRICING SCHEDULE
 BID D250002**

LINE ITEM 1: Please provide pricing for dumpster service listed below at pick-up intervals indicated.

Scheduled Garbage Pickup Service – Provide pricing below.

	1/wk	2/wk	3/wk	4/wk	1/mo	5/wk
2yd	\$	\$	\$	\$	\$	\$
4yd	\$	\$	\$	\$	\$	\$
6yd	\$	\$	\$	\$	\$	\$
8yd	\$	\$	\$	\$	\$	\$

LINE ITEM 2: Recycle container service. Provide pricing below.

Two (2) exterior containers	\$
Twenty-two (22) 96 gallon poly containers	\$

LINE ITEM 3: Provide pricing for two (2) year round roll-off containers on LINE 3 OF BID SHEET

LINE ITEM 4: Pricing for Roll-Off containers on an as needed basis. Provide pricing below.

20yd roll-off	\$
30yd roll-off	\$
40yd roll-off	\$