REQUEST FOR BID

REFUSE AND RECYCLING SERVICES

ST. CLOUD STATE UNIVERSITY
720 4TH AVENUE SOUTH
ST. CLOUD, MN  56301-4498
# SECTION 00 01 10

MINNESOTA STATE COLLEGES AND UNIVERSITIES

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Section 2  Technical Specifications

END OF SECTION
ADVERTISEMENT FOR BIDS

Sealed Bids for:  REFUSE AND RECYCLING SERVICES
                    ST. CLOUD STATE UNIVERSITY
                    ST. CLOUD MINNESOTA 56301

will be received by:  Lisa Sparks, Director of Purchasing
                    St. Cloud State University
                    Business Office, Administrative Services 122
                    720 4th Avenue South
                    St. Cloud, MN 56301-4498

Until 3:00 P.M., local time, May 30th, 2012 at which time the bids will be opened and publicly read aloud.

Project Scope: St. Cloud State University wishes to contract the services of a hauling contractor to provide for its refuse and recycling disposal program.

A MANDATORY Pre-Bid Meeting will be held at 9:00 A.M., Wednesday, May 16th, 2012, in Room 102 I, Facilities Management Building, St. Cloud State University. The College/University Representatives will review the bidding procedures, Bidding Documents and other conditions with interested Bidders and answer questions.

Bidding Documents are as prepared by St. Cloud State University.

Interested parties may view the Bidding Documents at no cost on the website:
http://www.stcloudstate.edu/businessservices/purchasing/bids/

CONTRACT SHALL BE FOR AN INITIAL PERIOD STARTING ON OR ABOUT JULY 1, 2012 THROUGH JUNE 30, 2013. THE AGREEMENT MAY BE RENEWED FOR UP TO FOUR (4) ONE-YEAR PERIODS.
INSTRUCTIONS TO BIDDERS

EXAMINATION OF SITE AND DOCUMENTS

Bidders shall examine all documents, shall visit the site and record their own investigations, and shall inform themselves of all conditions under which the Work is to be performed at the site of the Work, the structure of the ground, the obstacles which may be encountered, all of the conditions of the documents and all other relevant matters which may affect the Work or the bidding.

The Bidder shall base the bid on materials complying with the Bidding Documents, Drawings and Specifications, and shall list all information where the bid form requires.

LABOR STANDARDS AND WAGES

This project is subject to Minnesota Labor Standards and Wages requirements of Minnesota Statutes Chapter 177.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry
Prevailing Wage unit
443 Lafayette Road N.
St. Paul, MN  55155
Phone:  (651) 284-5091
E-mail:  dli.prevwage@state.mn.us
Web:  www.dli.mn.gov

The Bidder shall review Specifications Section 00 73 46, Prevailing Wage Rate Requirements, to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract.

Hours of Labor
Pursuant to Minnesota Statutes 177.43:
(1) no laborer or mechanic employed directly on the project work site by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor.
unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and

(2) a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

Exceptions
This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

Posting
The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project.

Penalty
It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than $700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

Examination of Records; Investigation
The Department of Labor and Industry shall enforce this section. The department may demand, and the contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.
Prevailing Wage Violations
Upon issuing a compliance order to an employer pursuant to section 177.27, subdivision 4, for violation of sections 177.41 to 177.44, the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections 177.41 to 177.44 which the commissioner reasonably determines is likely to result in the finding of a violation of sections 177.41 to 177.44 and the issuance of a compliance order pursuant to section 177.27, subdivision 4, the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner’s contracting entity copies of payrolls that contain all the data required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form MnSCU073 for this purpose.

Keeping Records; Penalty:
(a) Every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:
   (1) the name, address, and occupation of each employee;
   (2) the rate of pay, and the amount paid each pay period to each employee;
   (3) the hours worked each day and each workweek by the employee;
   (4) for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and
   (5) other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.
(b) The commissioner may fine an employer up to $1,000 for each failure to maintain records as required by this section. This penalty is in addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer’s business and the gravity of the violation shall be considered.

BID SECURITY

Each bid which totals over $15,000.00 shall be accompanied by a certified check, payable to Minnesota State Colleges and Universities, in the sum of not less than 5% of the total base bid; or a corporate surety bond of a surety company duly authorized to do business in the state of Minnesota in the same amount; which is submitted as bid security, conditioned upon the Bidder entering into a contract with Minnesota State Colleges and Universities in accordance with the terms of the bid. It is agreed that bid security will constitute liquidated damages, and not a penalty, for the failure or refusal of the successful Bidder to execute and deliver the Owner-Contractor Agreement, in a correct form, within ten (10) days after receipt.

INTERPRETATIONS AND CHANGES BY ADDENDA

If any Bidder is in doubt as to the meaning of any part of the Bidding Documents, Drawings and Specifications, they may submit a written request to the Architect for an interpretation of that part. Any interpretation or change will be made only by Addenda numbered, dated, and issued to each Bidder on record of receiving a set of Bidding Documents. The Owner or Architect will not be responsible for any other explanations or interpretations of the Bidding Documents.

PREPARATION OF BID FOR CONTRACT WORK

The Bidder shall submit their bids on the form furnished. If the bid includes alternates, Bidders shall bid on each alternate. The Bidder shall enter the bid and any alternate amounts in both written format and numerically. The blank spaces in the bid form shall be filled in correctly with ink or typewritten. A bid form containing an alteration or erasure of any item or price contained in the bid which is used to determine the lowest responsible bid shall be rejected unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction printed in ink or typewritten adjacent to the alterations or erasure. In addition, the person signing the bid must initial the correction in ink. In the event that any price used in determining the lowest responsible bid is in discrepancy, the written representation shall take precedence. Failure to comply may be cause for rejection.

A bid submitted from a sole owner shall be signed by the individual. A bid submitted from a partnership shall be signed by two partners. A bid submitted from a corporation shall contain the correct name of the corporation and the state of incorporation. The signature of the president or other authorized officer(s) of the corporation shall be manually written below the name of the corporation, together with the title of the officer. If a corporation bid is signed by an official other than the president, a certified copy of the resolution of the board of directors showing the authority of the official to sign the bid shall be attached to the bid.
Bids from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the bid the power of attorney, evidencing the authority to sign the bid. If the bid is signed by any other legal entity, the authority of the person signing shall be attached to the bid.

**QUALIFIED BID**

The Bidder shall not stipulate in the bid any condition not contained in the Bidding Documents, Drawings, Specifications or other documents submitted for bid. Failure to comply may be cause for rejection.

**DELIVERY OF BID**

Each bid and all papers bound and attached to it, together with the bid security shall be placed in an envelope and securely sealed therein. The envelope shall be marked to indicate the following:

1. Name and address of the Bidder.
2. Name of the Project and location.

The envelope shall be addressed and delivered to:

`Lisa Sparks, Director of Purchasing
St. Cloud State University
Refuse and Recycling Services
Business Office, Administrative Services 122
720 4th Avenue South
St. Cloud, MN 56301-4498`

Contractors shall be responsible to make sure bids are delivered before the time set for the opening of the bids. The Owner will not be responsible for bids arriving by mail, express delivery or other delivery that are delivered to the designated building and room after the time designated for the bid opening. Bids delivered after the time designated for the bid opening shall be returned unopened. Oral, telephone, facsimile, or electronic mail bids shall not be accepted.

**WITHDRAWAL OF BID**

A Bidder may withdraw the bid at any time before the time set for the opening of bids or thirty (30) calendar days after the date of the opening, unless otherwise amended on the bid form, if the Owner has not acted thereon.

**CONSIDERATION OF BID**

The Owner reserves the right to reject all bids or parts of bids, and to waive informalities therein.

For the purpose of determining the lowest responsive bid in the consideration of all bids submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical...
order in which they appear on the bid form and as they may consider in the best interests of the Owner.

STATE EXCISE AND USE TAX

In submitting the bid, the Bidder is understood to have included in the bid price any and all local, State or Federal sales, excise, or use taxes on all materials, supplies, and equipment that are to be utilized on this Project. Bidder shall also consider the cost of any federal/state solid waste assessments, environmental fees and other fixed assessments. These shall be itemized on all monthly statements. Fuel surcharge is part of the base bid.

RETURN OF DEPOSIT ON BIDDING DOCUMENTS, DRAWINGS AND SPECIFICATIONS

The deposit on Bidding Documents, Drawings and Specifications will be returned to Bidders who return all the documents to the Architect in good condition within fifteen (15) calendar days after the bid opening.

CONTRACT

The successful Bidder, if awarded the Project, shall sign a formal Owner-Contractor Agreement and furnish Payment and Performance Bonds and required insurance in conformance with the General Conditions of the Contract for Service. However, no such Agreement shall be in force and effect until it is executed by all parties and the full amount of the Agreement liability of the Owner has been encumbered by Minnesota State Colleges and Universities, and the Payment and Performance Bonds and insurance certification have been approved. Within ten (10) calendar days of receiving the Owner-Contractor Agreement, the Contractor shall execute the Agreement and return it to the Owner; failure to return the Agreement within ten (10) calendar days may result in the rescinding of the Contract award.

RETURN OF BID SECURITY

All negotiable bid securities will be returned after execution of the Contract.

TARGETED GROUP (T.G.) AND/OR ECONOMICALLY DISADVANTAGED (E.D.) SUBCONTRACTOR REQUIREMENTS

See Bid Form, Section 00 41 13, paragraph (2). The Bidder shall mark their company’s status in this category on the bid form, page 1.

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED CONTRACTOR REQUIREMENTS

See Bid Form, Section 00 41 13, paragraph (2). The Bidder shall mark their company’s status in this category on the bid form, page 1 and complete the information in paragraph (2). Provide the
required documentation with your response. If you don’t check a box in Paragraph (2), or you don’t provide the required documentation, you will not be considered for this preference.

END OF SECTION
BID FORM

BID OPENING TIME: 3:00 P.M local time

BID OPENING DATE: May 30th, 2012

SUBMITTED BY: _______________________________________________________

   Company Name – Hereinafter referred to as the “Bidder”

ARE YOU A CERTIFIED, TARGETED GROUP PRIME CONTRACT BIDDER? ___Yes ___No

ARE YOU A CERTIFIED, ECONOMICALLY DISADVANTAGED PRIME CONTRACT BIDDER? ___Yes ___No

ARE YOU A CERTIFIED, VETERAN-OWNED PRIME CONTRACT BIDDER? ___Yes ___No

BID FOR CONTRACT WORK

(1) We, the undersigned, being familiar with the local conditions affecting the cost of the Work and with the Contract Documents, including the Advertisement for Bids, Bid Form, General Conditions of the Contract for Service as amended therein, Special Conditions, Drawings, Specifications and Addenda Numbers _________________________, on file in the Office of:

   Lisa Sparks, Director of Purchasing
   St. Cloud State University
   Business Office, Administrative Services 122
   720 4th Avenue South
   St. Cloud, MN 56301-4498

and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials, equipment and services necessary for the following Project:

   REFUSE AND RECYCLING SERVICES
   ST. CLOUD STATE UNIVERSITY
   ST. CLOUD MINNESOTA 56301

PRICES TO BE QUOTED ACCORDING TO SECTION 2, TECHNICAL SPECIFICATIONS.

A. TOTAL MONTHLY REFUSE COST FOR ACCOUNT 331600 RES LIFE BUILDINGS.

   ____________________________________________ DOLLARS ($ ____________)

   (Amount in words)
B. TOTAL MONTHLY REFUSE COST FOR ACCOUNT 332600 ATWOOD MEMORIAL CENTER.

_____________________________________________ DOLLARS ($___________)

(Amount in words)

C. TOTAL MONTHLY REFUSE COST FOR ACCOUNT 214006 ACADEMIC BUILDINGS.

_____________________________________________ DOLLARS ($___________)

(Amount in words)

D. TOTAL MONTHLY REFUSE COST FOR FOODSCRAPS

_____________________________________________ DOLLARS ($___________)

(Amount in words)

VENDOR TO SPECIFY WHERE FOODSCRAPS WILL BE TAKEN

_____________________________________________

E. TOTAL MONTHLY RECYCLING COST FOR PAPER/CARDBOARD PRODUCTS ACCOUNT 331600 RESIDENTIAL LIFE BUILDINGS.

_____________________________________________ DOLLARS ($___________)

(Amount in words)

F. TOTAL MONTHLY RECYCLING COST FOR PAPER/CARDBOARD PRODUCTS ACCOUNT 332600 ATWOOD MEMORIAL CENTER.

_____________________________________________ DOLLARS ($___________)

(Amount in words)
G. TOTAL MONTHLY RECYCLING COST FOR PAPER/CARDBOARD PRODUCTS ACCOUNT 214006 ACADEMIC BUILDINGS.

_____________________________________________ DOLLARS ($______________)
(Amount in words)

H. PRICE PER CONTAINER FOR CONTAINER DROP OFF AND PICK UP OF 20YD. CONTAINER FOR PAPER/CARDBOARD RECYCLING ONLY:

_____________________________________________ DOLLARS ($______________)
(Amount in words)

I. PRICE PER CONTAINER FOR DUMPING ONLY, 1-1/2 CUBIC YARD REFUSE CONTAINER:

_____________________________________________ DOLLARS ($______________)
(Amount in words)

J. PRICE PER CONTAINER FOR DUMPING ONLY, TWO CUBIC YARD REFUSE CONTAINER:

_____________________________________________ DOLLARS ($______________)
(Amount in words)

K. PRICE PER CONTAINER FOR DUMPING ONLY, THREE CUBIC YARD REFUSE CONTAINER:

_____________________________________________ DOLLARS ($______________)
(Amount in words)

L. PRICE PER CONTAINER FOR DUMPING ONLY, FOUR CUBIC YARD REFUSE CONTAINER:

_____________________________________________ DOLLARS ($______________)

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(Amount in words)

M. PRICE PER CONTAINER FOR DUMPING ONLY, SIX CUBIC YARD REFUSE CONTAINER:

_____________________________________________ DOLLARS ($_____________)  

(Amount in words)

N. PRICE PER CONTAINER FOR DUMPING ONLY, EIGHT CUBIC YARD REFUSE CONTAINER:

_____________________________________________ DOLLARS ($_____________)  

(Amount in words)

O. PRICE PER CONTAINER FOR DUMPING ONLY, TWENTY CUBIC YARD REFUSE CONTAINER:

_____________________________________________ DOLLARS ($_____________)  

(Amount in words)

(2) PREFERENCE: In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.) prime Bidders will receive a six percent (6%) preference and certified economically disadvantaged (E.D.) prime Bidders will receive a four percent (4%) preference. Preference will only be allowed if the Bidder is certified prior to the scheduled bid opening. Both the targeted group (T.G.) preference and the economically disadvantaged (E.D.) preference are applied only to the first $500,000 of the bid. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract. Bidders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Materials Management Division’s website at www.mmd.admin.state.mn.us under “Vendor Information”, or call the division’s help line at (651) 296-2600. The Bidder shall designate their company’s status in the spaces provided on this bid form.

In accordance with M.S. 16C.16 and 16C.19, eligible certified veteran-owned small businesses of which the principal place of business is in Minnesota will receive a 6 percent (6%) preference on the basis of award for this RFB. The preference is applied only to the first $500,000 of the bid. Preferences are not cumulative; the total percentage of preference granted on a contract may
not exceed the highest percentage of preference allowed for that contract. Eligible veteran-owned small businesses include certified small businesses that are majority-owned and operated by a veteran and are certified by the United States Department of Veteran Affairs as a veteran-owned small business.

☐ Check this box if you are claiming the veteran’s preference. Provide a screen print of the Department of Veterans Affairs website showing you are certified.

Eligible veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference. Information regarding certification by the United States Department of Veterans Affairs may be found at http://www.vetbiz.gov.

Provide the applicable documentation above with your response. If you don’t check the box above in Paragraph (2), or you don’t provide the required documentation, you will not be considered for this preference.

(3) **BID SECURITY:** Each bid which totals over $15,000.00 shall be accompanied by either a certified check, payable to Minnesota State Colleges and Universities, in the sum of not less than five percent (5%) of the total base bid, or a corporate surety bond for the same amount issued by a surety company duly authorized to do business in the state of Minnesota. The check or bond is submitted as bid security, conditioned upon the Bidder entering into a Contract with the Owner in accordance with the terms of the bid. It is agreed that the bid security will constitute liquidated damages, and not a penalty, for the failure or refusal of the successful Bidder to execute and deliver the Owner-Contractor Agreement, in a correct form, within ten (10) days after receipt.

(4) **ADDENDA ACKNOWLEDGEMENT:** All Addenda shall become part of this bid and the Contract. As acknowledgement of this requirement, the Bidder shall insert the numbers of all Addenda included in this bid in the space provided in paragraph (1) on the first page of this bid form. Failure to list all Addenda issued shall be cause for rejection.

(5) **ALTERATIONS/ERASURES:** A bid form shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure must be crossed out and the correction thereof printed in ink or typewritten adjacent to the alteration or erasure and initialed in ink by the person signing the bid. Enter the bid and any alternate amounts in both written format and numerically. In the event that any price used in determining the lowest responsible bid is in discrepancy, the written representation shall take precedence.

(6) **STATE OF INCORPORATION:** For corporations, please list the state of incorporation:

________________________________________________________________________

(7) **NAMES OF PARTNERS:** For partnerships, please list the full names of the partners:

________________________________________________________________________
(8) REJECTION OF BIDS/ BID WITHDRAWAL: In submitting this bid it is understood that the Owner reserves the right to reject any and all bids. It is agreed that this bid cannot be withdrawn until after thirty (30) calendar days have passed from the date of the bid opening if the Owner has not yet acted thereon.

(9) ENCLOSURES: If the Specifications require the Bidder to submit catalogues, drawings, specifications, performance data, descriptive information of special equipment, or other items, the Bidder shall include the required items with the bid form.

(10) TIME OF COMPLETION: The undersigned Bidder hereby affirms and states that, if awarded the Contract for said Project, Work will commence on or about July 1, 2012 as a condition of the Contract.

(11) CERTIFICATE OF COMPLIANCE: REQUIRED FOR BIDS SUBMITTED IN EXCESS OF $100,000.00

BIDDERS ARE CAUTIONED TO READ CLOSELY THE SECTION LISTED ELSEWHERE IN THE BIDDING DOCUMENTS TITLED, “NOTICE TO BIDDERS - AFFIRMATIVE ACTION CERTIFICATE OF COMPLIANCE.” THE BIDDER SHALL COMPLETE THE FOLLOWING INFORMATION. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID.

1. Have you employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months?

   ____ YES   ____ NO

   If your answer is "NO", proceed to Number 3. If your answer is “Yes”, your bid will be rejected unless your firm or business has a Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or has submitted an affirmative action plan to the Commissioner of Human Rights for approval by the time the bids are due.
2. Please check one of the following statements:

   Yes ____ we have a current Certificate of Compliance that has been issued by the State of Minnesota, Commissioner of Human Rights. (Include a copy of your certificate with your bid.)

   No ____ we do not have a Certificate of Compliance, however we submitted an affirmative action plan to the State of Minnesota, Commissioner of Human Rights for approval on ______________________. We acknowledge that the Commissioner of Human Rights must approve the plan before any Contract will be executed.

   No ____ we have not submitted a plan. (If your plan is not submitted to the Minnesota Department of Human Rights by the time the bids are due, your bid will be rejected.)

PLEASE NOTE: Minnesota responders needing certification must have a certificate issued by the Minnesota Department of Human Rights. Affirmative Action plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights for a certificate to be issued.

3. Have you employed more than 40 full-time employees on a single working day during the previous 12 months in the state where you have your primary place of business and that primary place of business is outside the State of Minnesota, but within the United States?

   YES ____    NO ____

   If your answer is “Yes”, you may achieve compliance with the Human Rights Act by certifying that you are in compliance with Federal Affirmative Action requirements. If your answer is “No” to both this question and to Number 1, you are not subject to the Minnesota Human Rights Act Certification requirement.

4. Please check one of the following statements:

   YES ____ Although we do not now meet the requirements to answer yes in Number 3, we have a previously issued, but current Certificate of Compliance issued by the Minnesota Department of Human Rights. (Include a copy of your certificate with your bid.)

   YES ____ We are in compliance with any applicable Federal Affirmative Action requirements.

   NO ____ We cannot certify that we are in compliance with Federal Affirmative Action requirements.
(11) UNIT PRICES: The Owner may direct Modifications affecting the quantity of certain items. The Unit Prices for such Modifications include all materials, labor, equipment, insurance, taxes, transportation, overhead and profit to cover the finished Work as described, and shall apply to both additions and deductions in quantities, except that if deductions are made after materials are fabricated and/or delivered, the price deductions shall be adjusted accordingly. The Owner reserves the right to reject any Unit Price which it considers unreasonable. The Bidder shall complete this section of the bid form as follows:

UNIT PRICES

Food Scraps:
--Food scraps shall be picked up daily from Garvey Commons and Atwood Memorial Center.
--Approximately 100 40-gallon containers per month during June through August.
--Approximately 200 40-gallon containers per month during September through May.
--Contract to supply sufficient containers for daily exchange of the food scrap containers.
--Bidder to specify on the Bid Form where the food scraps will be taken for disposal/use.

Irregularly Scheduled Services

--Contractor shall be notified 14 days prior to need of such services as may be required for special events.

--Special events may include, but not be limited to:
  Graduations
  Residence Hall Move-In and Move-Out
  Athletic Contests
  Other Special Purposes

--Bidder shall identify, on the Bid Form, the Unit Price for Container Drop-Off and Pick-Up of a 20-cubic yard container for Cardboard Recycling Only, to be used only for Residence Hall move-in and 20-cubic yard containers for trash for move out.

--Bidder shall identify, on the Bid Form, the Unit Price for Dumping Only of Containers of the following sizes:

   a. 1-1/2 Cubic Yard Refuse Container
   b. 2-Cubic Yard Refuse Container
   c. 3-Cubic Yard Refuse Container
   d. 4-Cubic Yard Refuse Container
MINNESOTA STATE COLLEGES AND UNIVERSITIES

e. 6-Cubic Yard Refuse Container
f. 8-Cubic Yard Refuse Container
g. 20-Cubic Yard Refuse Container

COMPANY NAME

(Insert Company Name)

By: ________________________________  By: ________________________________
(Print or Type)  (Print or Type)
Signature: __________________________  Signature: __________________________

Title: ______________________________  Title: ______________________________

Date: ______________________________  Date: ______________________________

Company’s Official Address: ______________________________________________________

____________________________________________________

____________________________________________________

Company’s Telephone Number: ___________________________________________________

Company’s Facsimile Number: ____________________________________________________

Company’s E-mail Address: ______________________________________________________

END OF SECTION
SECTION 00 43 13

MINNESOTA STATE COLLEGES AND UNIVERSITIES

BID BOND FOR SERVICE PROJECT

KNOW ALL PERSONS BY THESE PRESENTS, that we,
______________________________________________________________, as Principal, and
________________________________________________________________, as Surety, are
held and firmly bound unto the State of Minnesota as Obligee, in the sum of
_____________________________________ DOLLARS ($_____________.00) lawful money
of the United States of America, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
and firmly by these presents.

Dated this ____________________day of _________________20___.

The condition of this obligation is such that whereas the Principal has submitted the
accompanying bid for the articles described in the following Project:

REFUSE AND RECYCLING SERVICES
ST. CLOUD STATE UNIVERSITY
ST. CLOUD MINNESOTA 56301

NOW, THEREFORE, if the aforesaid Principal shall be awarded a Contract upon said
bid, and shall within the required number of days after the notice of such award, enter into a
Contract with the Minnesota State Colleges and Universities, and give bond for the faithful
performance of the Contract as may be required, then this obligation shall be null and void;
otherwise the Principal and Surety will pay unto the Obligee the sum of FIVE PERCENT (5%)
OF AMOUNT OF BASE BID DOLLARS not as a penalty, but as liquidated damages sustained
by the Minnesota State Colleges and Universities as a result of such failure.

______________________________________________________________

______________________________________________________________

______________________________________________________________

Principal

______________________________________________________________

Surety

______________________________________________________________

Attorney-in-fact

END OF SECTION
SECTI0N 00 45 36

MINnesota StATE COLlegES AND unIVERSITIES

SERVICEnOTICE TO BIDDERS
AFFIRMATIVE ACTION CERTIFICATE OF COMPLIANCE

The amended Minnesota Human Rights Act (Minnesota Statute 363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of $100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the commissioner of the Department of Human Rights prior to the date and time set for the response and must have received a Certificate of Compliance prior to the execution of the contract or agreement.

The second category applies to businesses that have had more than 40 employees on a single working day in the previous 12 months in the state in which they have their primary place of business. The businesses in this category must either have a current Certificate of Compliance previously issued by the Department of Human Rights or certify to the continuation State agency that they are in compliance with federal affirmative action requirements before execution of the contract.

It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The offeror’s or Bidder’s attention is called to the “equal opportunity clause” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor’s aggregate workforce in each trade on all Service work in the covered area are listed in the "Revised Affirmative Action Participation Goals for Minorities and Women in State Construction Projects", as follows.
REVISED AFFIRMATIVE ACTION PARTICIPATION GOALS FOR MINORITIES AND WOMEN IN STATE SERVICE PROJECTS

**Timetables**: Upon publication, effective February 1, 2006, until further notice.

**Goals** for participation of minorities in each trade are divided into six areas:

<table>
<thead>
<tr>
<th>Area</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Seven County Metropolitan Area</strong></td>
<td>11%</td>
</tr>
<tr>
<td>Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, Washington</td>
<td></td>
</tr>
<tr>
<td><strong>Central MN</strong></td>
<td>3%</td>
</tr>
<tr>
<td>Benton, Chisago, Isanti, Kanabec, Kandiyohi, McLeod, Meeker, Mille Lacs, Pine, Renville, Sherburne, Stearns, Wright</td>
<td></td>
</tr>
<tr>
<td><strong>Southwest MN</strong></td>
<td>4%</td>
</tr>
<tr>
<td>Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault, Jackson, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, Murray, Nicollet, Nobles, Pipestone, Redwood, Rock, Sibley, Swift, Waseca, Watonwan, Yellow Medicine</td>
<td></td>
</tr>
<tr>
<td><strong>Southeast MN</strong></td>
<td>4%</td>
</tr>
<tr>
<td>Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, Winona</td>
<td></td>
</tr>
<tr>
<td><strong>Northeast MN</strong></td>
<td>5%</td>
</tr>
<tr>
<td>Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis</td>
<td></td>
</tr>
<tr>
<td><strong>Northwest MN</strong></td>
<td>6%</td>
</tr>
<tr>
<td>Becker, Beltrami, Cass, Clay, Clearwater, Crow Wing, Douglas, Grant, Hubbard, Kittson, Mahnomen, Lake of the Woods, Marshall, Morrison, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens, Todd, Traverse, Wadena, Wilkin</td>
<td></td>
</tr>
</tbody>
</table>

**Goal** for participation by women in each trade in all counties is **6%**.

These goals are applicable to all the contractor’s Service work (whether or not it is state or state-assisted) performed in the covered area.
The contractor’s compliance with Minnesota Statutes, section 363A.36 and part 5000.3520 shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by the specifications in part 5000.3540, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor’s goals is a violation of the contract, Minnesota Statutes, section 363A.36 and part 5000.3520. Compliance with the goals will be measured against the total work hours performed.

3. The contractor must provide written notification to the Compliance Division of the Minnesota Department of Human Rights within ten working days of award of any Service subcontract at any tier for Service work under the contract resulting from the solicitation. The notification must list the name, address, and telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the “covered area” is the geographical area where the contract is to be performed. The contracting state agency must insert the description of the geographical areas where the contract is to be performed describing the state, county, city, town, or municipality of the geographical area in the notice, and in the contract resulting from this solicitation.

DISABLED PERSONS AFFIRMATIVE ACTION CLAUSE

(a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

STANDARD STATE EQUAL EMPLOYMENT OPPORTUNITY SERVICE CONTRACT SPECIFICATIONS

1. The contractor must implement the specific affirmative action standards provided in paragraphs 4(a) to (o) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor must reasonably be able to achieve in each Service trade in which it has employees in the covered area. The contractor must make substantially uniform progress toward its goals in each craft during the period specified.

2. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor’s obligations under these specifications, Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act, or the rules adopted under the act.

3. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.

4. The contractor must take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor’s compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The contractor must document these efforts fully, and must implement affirmative action steps at least as extensive as the following:
(a) Make a good faith effort to maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor’s employees are assigned to work. The contractor must specifically ensure that all lead supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor’s obligation to maintain such a working environment, with specific attention to minority or female persons working at such sites or in such facilities.

(b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

(c) Maintain a current file of the names, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each person. If the person was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this must be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor’s efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor’s employment needs, especially those programs funded or approved by the state of Minnesota. The contractor must provide notice of these programs to the sources compiled under (b).

(f) Disseminate the contractor’s equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where Service work is performed.
(g) Review, at least annually, the company’s equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general lead supervisors, etc., prior to the first day of Service work at any job site. A written record must be made of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the contractor’s equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor’s equal employment opportunity policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source the contractor must send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor’s work force.

(k) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek to prepare for, through appropriate training, such opportunities.

(l) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor’s obligations under these specifications are being carried out.

(m) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(n) Document and maintain a record of all solicitations of offers for subcontracts from minority and female Service contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
(o) Conduct a review, at least annually, of all supervisors’ adherence to and performance under the contractor’s equal employment opportunity policies and affirmative action obligations.

5. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations [4(a) to (o)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 4(a) to (o) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor’s minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation, however, is the contractor’s and failure of such a group to fulfill an obligation must not be a defense for the contractor’s noncompliance.

6. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the contractor may be in violation of part 5000.3520 if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of part 5000.3520 if a specific minority group of women is under-utilized).

7. The contractor must not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, disability, sexual orientation, or age.

8. The contractor must not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, section 363A.36.

9. The contractor must carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, section 363A.36, and its implementing rules. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, section 363A.36.
10. The contractor, in fulfilling its obligations under these specifications, must implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 4, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of Minnesota Statutes, section 363A.36, its implementing rules, or these specifications, the commissioner must proceed in accordance with part 5000.3570.

11. The contractor must designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights, and to keep records. Records must at least include for each employee the name, address, telephone numbers, Service trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

Records must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors must not be required to maintain separate records.

12. Nothing herein provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

END OF SECTION
PART 1 GENERAL

1.01 GENERAL REQUIREMENTS:

Minnesota Statutes 290.9705 requires that public entities withhold eight (8) percent of cumulative calendar year payments to Non-Minnesota Contractors which exceed $50,000.00. The statute allows for a waiver of this requirement under the following circumstances if:

(1) The contractor gives the commissioner of the Department of Revenue a cash surety or a bond, secured by an insurance company licensed by Minnesota, conditioned that the contractor will comply with all applicable provisions of this Chapter 290.9705 and Chapter 297A,

or

(2) The contractor has done Service work in Minnesota at any time during the three calendar years prior to entering the contract and has fully complied with all the provisions of this Chapter 290.9705 and Chapter 297A for the three prior years.

A decision by the Department of Revenue allows for a third basis for waiver, that being the providing of a payment and performance bond to the Minnesota State Colleges and Universities pursuant to Minnesota Statute 574.26. Such a bond is required for this contract.

1.02 PROCEDURE:

To formalize this waiver you must complete Form SD-E. Contractors interested in using this procedure should refer to the Minnesota Department of Revenue’s website at www.taxes.state.mn.us/forms/sde.pdf. The Contractor shall provide the Minnesota State Colleges and Universities with a copy executed by the Department of Revenue. If you are basing your waiver on the fact that you are providing a bond, note in the bonding company information section that the bond is to the Minnesota State Colleges and Universities. You need not in this case attach a copy of the bond to the Form SD-E.

The Contractor shall send forms for execution to:

Minnesota Department of Revenue
Business Trust Tax Section
Mail Section 6525
St. Paul, Minnesota 55146-6525

END OF SECTION
SECTION 00 52 00

MINNESOTA STATE COLLEGES AND UNIVERSITIES

AGREEMENT FORMS DOCUMENTS
INCORPORATED BY REFERENCE

1. OWNER-CONTRACTOR AGREEMENT FOR CONSTRUCTION SERVICES AND RELATED FORMS

The successful Bidder will be required to enter into a Contract with the Owner. The Contract also includes the following documents:

- Owner-Contractor Agreement for Construction Services - Form MnSCU110
- Performance and Payment Bond - Form MnSCU130
- Acknowledgment of Contractor - Form MnSCU133
- Acknowledgment of Corporate Surety - Form MnSCU135
- Certificate of Insurance - Form Acord 25
- Prevailing Wage Information / Statement of Compliance - Form MnSCU007346
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
PAYMENT AND PERFORMANCE BOND
FOR CONSTRUCTION PROJECTS

PART A: PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That We [Insert Contractor's full legal name and address], Contractor, as Principal, and [Insert Surety name and address], a corporation authorized to act as Surety on contract bonds, as Surety, are held and firmly bound unto the State of Minnesota through its Board of Trustees of the Minnesota State Colleges and Universities (hereinafter “MnSCU”) in the amount of [insert contract amount ($ )], for payment of all claims, costs and charges as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the Principal has entered into an agreement with MnSCU, evidenced by written agreement (hereinafter “Contract”), for the following Project:

REFUSE AND RECYCLING
SAINT CLOUD STATE UNIVERSITY
SAINT CLOUD, MINNESOTA

including all labor and materials therefor, the regularity and validity of which Contract is hereby affirmed; and thereunder and in accordance with the provision of Minnesota Statutes 574.26, is required to give bond to the state in the amount of the penalty hereof, conditioned as herein and as by law required;

NOW THEREFORE,
if the Principal shall pay as they may become due all just claims for work done, and for furnishing labor, work, skills, tools, machinery, materials, insurance premiums, equipment, and supplies for the purpose and completion of the Contract in accordance with its terms, and all taxes incurred under Minnesota Statutes, Section 290.92 or Chapter 297A, and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney’s fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such Contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
PAYMENT AND PERFORMANCE BOND
FOR CONSTRUCTION PROJECTS

PART B: PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, That the aforesaid Principal and Surety are held and firmly bound unto MnSCU in the amount of [insert contract amount ($ )], for the faithful performance of the Contract as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the Principal has entered into the Contract more particularly described in Part A hereof, the regularity and validity of which is hereby affirmed;

NOW, THEREFORE, if the Principal shall faithfully perform the Contract according to its terms and shall save the State of Minnesota harmless from all costs and charges that may accrue on account of the doing of the work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such Contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
PAYMENT AND PERFORMANCE BOND
FOR CONSTRUCTION PROJECTS

THE LIABILITY UNDER PART A AND PART B HEREOF IS

[____ [Insert Contract Amount]______________________ DOLLARS ($__________)]

Any alterations which may be made in the terms of the Contract or in the Work to be done under it, or any extension of time for the performance thereof, or any forbearance on the part of MnSCU shall not in any way release the Principal and Surety, or any of their valid successors or assigns, from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived. **Surety hereby expressly acknowledges and agrees that, under the Contract, no assignment by Principal of its rights under the Contract, whether in whole or in part (including, without limitation, Principal’s right to receive payments under the Contract), is valid and effective without the express written approval of MnSCU.**

SIGNATURES

Contractor, as Principal

________________________________________
Name of Company

By: _____________________________________
Signature

_____________________________ _______________________
Name typed or printed Title

By: _____________________________________
Signature

_____________________________ _______________________
Name typed or printed Title

Surety

________________________________________
Name of Company

By: _____________________________________
Signature of Attorney-In-Fact

Surety Corporate Seal

________________________________________
Name typed or printed

If the Attorney-in-Fact is located outside of the State of Minnesota, then the Surety’s Minnesota Resident Agent must countersign the bond

By: _____________________________________
Signature of Resident Agent

_____________________________ _______________________
Name typed or printed
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ACKNOWLEDGMENT OF CONTRACTOR

CORPORATE ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF ____________________________ )
       ) SS
COUNTY OF __________________________

On this ______ day of ______________, 20____, before me personally appeared
__________________________ and
   (name of individual)                (name of individual)
to me personally known, who, being by me duly sworn, did say that they are respectively
__________________________ and
   (corporate title)                (corporate title)
of ________________________________,
   (Name of corporation)
a ______________________________ Corporation;
   (State of Incorporation)

that the seal affixed to the foregoing contract and bond is the Corporate Seal of the Corporation,
and that said instruments were executed in behalf of the corporation by authority of its Board of
Directors; and they acknowledged said instruments to be the free act and deed of the
Corporation.

__________________________________
Signature of Notary Public

Notary Public, ______________ County,

Notarial Seal       My Commission Expires
STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
ACKNOWLEDGMENT OF CONTRACTOR  
INDIVIDUAL AND CO-PARTNERSHIP ACKNOWLEDGMENT  

STATE OF__________________________ )  
COUNTY OF__________________________)  

On this ______ day of _____________, 20___, before me personally appeared  

__________________________  
Signature of Notary Public  

Notary Public, _________________ County,  

Notarial Seal  My Commission Expires
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ____________________________
COUNTY OF ____________________________

On this _____ day of ____________, 20___, before me personally appeared
__________________________________ and ____________________________________
(name of individual) (name of individual)

to be personally known, who, being by me duly sworn, did say that he or she is the aforesaid
officer or attorney in fact of the ____________________________, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said
corporation, and that said instrument was signed and sealed in behalf of said corporation by the
aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged
said instrument to be the free act and deed of said corporation.

__________________________________
Signature of Notary Public

Notary Public, _________________ County,
Notarial Seal My Commission Expires

Full Name of Surety Company:____________________________________________________

Home Office Address:_____________________________________________________________

Name of Attorney-in-Fact:___________________________________________________________

Name of Local Agency:____________________________________________________________

Address of Local Agency:___________________________________________________________

If the bond is executed by an Attorney-in-Fact located outside of the State of Minnesota, a
Minnesota Resident Agent for the Surety must countersign the bond.

Name of Minnesota Resident Agency:_______________________________________________

Address:__________________________________________________________________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Agent/Broker Name & Address

CONTACT NAME
PHONE
FAX
EMAIL
ADDRESS
CUSTOMER ID

INSURER(S) AFFORDING COVERAGE NAIC #

INSURED
Contractor/Vendor Name & Address

INSURER A: Name of Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGE

CERTIFICATE NUMBER: 

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE SURNAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY BURDEN OF PROOF.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>DEDUCTIBLE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. COMMERCIAL LIABILITY</td>
<td>Policy Number</td>
<td>Occur</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>B. AUTOMOBILE LIABILITY</td>
<td>Policy Number</td>
<td>Date</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>C. GENERAL LIABILITY</td>
<td>Policy Number</td>
<td>OCCUR</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>D. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Policy Number</td>
<td>Date</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>E. OTHER - PROFESSIONAL LIABILITY</td>
<td>Policy Number</td>
<td>Date</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD-24, Additional Remarks Schedule, if more space is required)

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents are Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Rev. 10/1/11

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Policy number should match the certificate of insurance policy number.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

This is where all the Additional Insureds should be listed, if the endorsement is not a Blanket Additional Insured Endorsement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

Example
This project is subject to Minnesota Labor Standards and Wages requirements of Minnesota Statutes Chapter 177.

1. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry
Prevailing Wage unit
443 Lafayette Road N.
St. Paul, MN 55155
Phone: (651) 284-5091
E-mail: dli.prevwage@state.mn.us
Web: www.dli.mn.gov

2. The Bidder shall review Specifications Section 00 73 46, Prevailing Wage Rate Requirements, to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract. A copy of the applicable Prevailing Wage Rate Determination Schedule, as published by Minnesota Department of Labor and Industry, is attached as an appendix following this Section 00 73 46 for reference purposes.

Hours of Labor
Pursuant to Minnesota Statutes 177.43:
(1) no laborer or mechanic employed directly on the project work site by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and
(2) a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

Exceptions
This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who
deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

**Posting**
The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project.

**Penalty**
It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than $700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

**Examination of Records; Investigation**
The Department of Labor and Industry shall enforce this section. The department may demand, and the contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

**Prevailing Wage Violations**
Upon issuing a compliance order to an employer pursuant to section 177.27, subdivision 4, for violation of sections 177.41 to 177.44, the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections 177.41 to 177.44 which the commissioner reasonably determines is likely to result in the finding of a violation of sections 177.41 to 177.44 and the issuance
of a compliance order pursuant to section 177.27, subdivision 4, the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

3. Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner’s contracting entity copies of payrolls that contain all the data required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form MnSCU073 for this purpose.

4. Keeping Records; Penalty:
   (a) Every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:
      (1) the name, address, and occupation of each employee;
      (2) the rate of pay, and the amount paid each pay period to each employee;
      (3) the hours worked each day and each workweek by the employee;
      (4) for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and
      (5) other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.

   (b) The commissioner may fine an employer up to $1,000 for each failure to maintain records as required by this section. This penalty is in addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer’s business and the gravity of the violation shall be considered.
ST. CLOUD STATE UNIVERSITY
REFUSE AND RECYCLING SERVICES

SECTION 2

TECHNICAL SPECIFICATIONS

St. Cloud State University wishes to contract the services of a hauling contractor to provide for its refuse and recycling disposal program. The term of the agreement with the successful Contractor shall be for an initial period starting on or about July 1, 2012, through June 30, 2013; the agreement may be renewed for up to four (4) one-year periods.

Questions

Questions regarding this bid for Refuse and Recycling Services may be directed to:

Lisa Sparks, Director of Purchasing
Business Services, Administrative Services 122
St. Cloud State University
720 4th Avenue South
St. Cloud, MN 56301-4498
Phone: (320) 308-4788
Fax: (320) 308-4175

University's Representative

For purposes of these services, the University's Representative shall be:

Benjamin Ystenes, Building Services Manager
Buildings and Grounds Management
St. Cloud State University
720 4th Avenue South
St. Cloud, MN 56301-4498
Phone: (320) 308-4075
Fax: (320) 308-2770

1. The Contractor shall supply, without claims for additional compensation, all equipment, parts or miscellaneous items not specifically mentioned in the specifications or shown on the corresponding documents, that is necessary for, or reasonably incidental to, the complete and proper execution of Refuse and Recycling Services, St. Cloud State University. One single contract will be awarded for all such services provided.

2. The Contractor shall provide all refuse containers of the size, quantity and at locations identified in Appendix A. (Container size to be compatible for users and locations.)
3. The Contractor shall provide all recycling collection containers of the size, quantity and at locations identified in Appendix A.

Types of paper products to be accepted for recycling as mixed grade are expected to be: machine tape, bond tape, bond paper (white or pastel), non-glossy calendar pages, newspapers, carbonless forms, computer paper, copy paper, window and non-window envelopes, magazines, manila file folders, index cards, letterhead paper, notepad paper, nonglossy pamphlets, brochures, and books. Contractor shall specify on the Bid Form where the Paper Products will be taken for recycling.

4. St. Cloud State University shall be responsible to segregate recyclable materials from trash materials and place into designated containers provided by the Contractor.

5. On occasion, especially weekend periods, the collection containers may not always hold the amount accumulated. **Any overages will be inclusive in the bid quote** and the University will package and furnish the plastic bags or barrels and place them neatly next to the pick-Up container(s). **The Contractor shall be responsible for keeping spillage picked up around container area.**

6. The Contractor shall be responsible for upkeep of all containers provided to the University: **All containers provided shall be neatly painted and kept as clean as possible.** Additionally, the **Contractor is to provide for cleaning and disinfecting of all containers at a minimum of once per month during the period of April 1 through October 31 each year.** Interior dumpsters at Atwood Memorial Center may require more frequent cleaning.

7. The Contractor shall be **responsible to report to the University Representative on a quarterly basis** the total quantity of all materials recycled during the previous quarter, and the disposition of each type of material. This quarter will be considered to end March 31, June 30, September 30, and December 31; the report shall be submitted within 21 days of the conclusion of each quarter. The report shall include the name and location of the vendor/company where the materials were submitted for further processing. The written report shall be submitted to Allen G. Fiereck. **agfiereck@stcloudstate.edu.**

8. The Contractor shall schedule all work through the University's assigned representative. At no time shall the Contractor perform any work at the site that has not been prescheduled through the University's representative.

9. Refuse and recycling materials shall be collected from outside the residence halls of Benton, Carol, Hill-Case, Holes, Mitchell, Sherburne, Shoemaker, Steams and Stateview Apartments, between 8:00-10:00 a.m. Monday through Friday. At residence halls, collection on Saturdays to be after 11:00 a.m. On Mondays, pick up should be as close to 8:00 a.m. as possible. All other Academic and Service building containers shall be emptied between the hours off:00-11:00 a.m. **TIMES CANNOT BE ALTERED.** Special pickups will be scheduled with the University's representative as needed.
10. The University may, upon 14 days written notice to the Contractor:
   a) Increase or decrease the number of containers required by this contractor at the
      price per container pick-Up, and
   b) Increase or decrease the frequency of a pick up at the price per container per pickup.

**During the period of early May to mid-August, two (2) residence halls will remain open for
student occupancy and others shall be used on an irregular basis by summer conference/camp
group members. During this period, regular refuse and recycling services shall be provided
for the equivalent of two (2) residence halls being used for student occupancy. Others shall
be provided on an on-call basis depending on need and per-unit prices. The Contractor shall
be notified in advance of the actual dates involved.

11. The Contractor is responsible to survey site and verify work to be done.

12. If, during the contract period, landfill charges and/or taxes increase due to legislated
changes (city, county, or state), such increases will be allowed to be passed on to the
University. Request for such increases, must be submitted (in writing) by the Contractor to
the University's Office of Buildings and Grounds Management.

13. The Contractor's invoicing for services rendered shall be submitted monthly to the
University. The invoices shall be itemized stating separately the services, taxes and
environmental fees. Any scheduled pickups not done should be credited to the university.
UNIT PRICES: The Owner may direct Modifications affecting the quantity of certain items. The Unit Prices for such Modifications include all materials, labor, equipment, insurance, taxes, transportation, overhead and profit to cover the finished Work as described, and shall apply to both additions and deductions in quantities, except that if deductions are made after materials are fabricated and/or delivered, the price deductions shall be adjusted accordingly. The Owner reserves the right to reject any Unit Price which it considers unreasonable. The Bidder shall complete this section of the bid form as follows:

**UNIT PRICES**

**Food Scraps:**

--Food scraps shall be picked up daily from Garvey Commons and Atwood Memorial Center.
--Approximately 100 40-gallon containers per month during June through August.
--Approximately 200 40-gallon containers per month during September through May.
--Contract to supply sufficient containers for daily exchange of the food scrap containers.
--Bidder to specify on the Bid Form where the food scraps will be taken for disposal/use.

**Irregularly Scheduled Services**

--Contractor shall be notified 14 days prior to need of such services as may be required for special events.

--Special events may include, but not be limited to:
Graduations
Residence Hall Move-In and Move-Out
Athletic Contests
Other Special Purposes

--Bidder shall identify, on the Bid Form, the Unit Price for Container Drop-Off and Pick-Up of a 20-cubic yard container for Cardboard Recycling Only, to be used only for Residence Hall move-in and 20-cubic yard containers for trash for move out.

--Bidder shall identify, on the Bid Form, the Unit Price for Dumping Only of Containers of the following sizes:

a. 1-1/2 Cubic Yard Refuse Container
b. 2-Cubic Yard Refuse Container
c. 3-Cubic Yard Refuse Container  
d. 4-Cubic Yard Refuse Container  
e. 6-Cubic Yard Refuse Container  
f. 8-Cubic Yard Refuse Container  
g. 20-Cubic Yard Refuse Container

**ST. CLOUD STATE UNIVERSITY - SERVICE SCHEDULE**  

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Basic Trash Service</th>
<th>Days</th>
<th>Cardboard Only (Recycling)</th>
<th>Days</th>
<th>Commingle (Cans/Bottles) (Recycling)</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carol/Benton Halls</td>
<td>1 - 6 Yd, 5x</td>
<td>MTWHF</td>
<td>1 - 2 Yd, 1x</td>
<td>T</td>
<td>4 - 90 Gallon,</td>
<td>EOW H</td>
</tr>
<tr>
<td>Garvey Commons</td>
<td>3 - 3 Yd, 6x</td>
<td>MTWHFS</td>
<td>1 - 8 Yd</td>
<td>See below</td>
<td>8 - 90 Gallon, 2x</td>
<td>MH</td>
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<tr>
<td>Hill/Case Halls</td>
<td>1 - 6 Yd, 6x</td>
<td>MTWHFS</td>
<td>1 - 2 Yd, 1x</td>
<td>T</td>
<td>4 - 90 Gallon,</td>
<td>EOW H</td>
</tr>
<tr>
<td>Holes Hall</td>
<td>1 - 6 Yd, 6x</td>
<td>MTWHFS</td>
<td>1 - 3 Yd, 1x</td>
<td>T</td>
<td>6 - 90 Gallon,</td>
<td>EOW H</td>
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<tr>
<td></td>
<td>1 - 4 Yd, 6x</td>
<td>MTWHFS</td>
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<td>Lawrence Hall</td>
<td>1 - 6 Yd, 5x</td>
<td>MTWHF</td>
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<td>4 - 90 Gallon,</td>
<td>EOW H</td>
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<tr>
<td>Mitchell Hall</td>
<td>1 - 8 Yd, 6x</td>
<td>MTWHFS</td>
<td>1 - 2 Yd, 1x</td>
<td>T</td>
<td>4 - 90 Gallon,</td>
<td>EOW H</td>
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<td>Sherburne/Stearns Halls</td>
<td>1 - 8 Yd, 6x</td>
<td>MTWHFS</td>
<td>1 - 4 Yd, 1x</td>
<td>T</td>
<td>6 - 90 Gallon,</td>
<td>EOW H</td>
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<tr>
<td></td>
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<td>Shoemaker Hall</td>
<td>1 - 12 Yd, 6x</td>
<td>MTWHFS</td>
<td>1 - 4 Yd, 1x</td>
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<td>6 - 90 Gallon,</td>
<td>EOW H</td>
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<tr>
<td>StateView Apartments</td>
<td>2 - 4 Yd, 2x</td>
<td>MH</td>
<td></td>
<td></td>
<td>5 - 90 Gallon, 1x</td>
<td>H</td>
</tr>
</tbody>
</table>

**Account Number:**  
331600  

EOW = Every other week.  
H = Thursday
Notes:

**Garvey Commons Cardboard Only Recycling Pick-up Days as follows:**
MTWHFS (August, September, October)
MTWHF (November thru May)
MWF (June & July)

**Garvey Commons Food Scraps/Organics (Hand Pickup/On-Call Service)**

**During the period of early May to mid-August, two (2) residence halls will remain open for student occupancy and others shall be used on an irregular basis by summer conference/camp group members. During this period, regular refuse and recycling services shall be provided for the equivalent of two (2) residence halls being used for student occupancy. Others shall be provided on an on-call basis depending on need and per-unit prices. The Contractor shall be notified in advance of the actual dates involved.**

<table>
<thead>
<tr>
<th>Account Number: 332600</th>
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<table>
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<th>Site Name</th>
<th>Basic Trash Service</th>
<th>Days</th>
<th>Cardboard Only (Recycling)</th>
<th>Days</th>
<th>Commingle (Cans/Bottles) (Recycling)</th>
<th>Days</th>
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<tbody>
<tr>
<td>Atwood Memorial Center</td>
<td>5 - 2 Yd, 6x</td>
<td>MTWHFS</td>
<td>3 - 2 Yd, 5x</td>
<td>MTWHF</td>
<td>3 - 90 Gallon, 1x</td>
<td>H</td>
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</tbody>
</table>

*Note: Container quantity may be reduced during summer and other break times or as needed.*
<table>
<thead>
<tr>
<th>Site Name</th>
<th>Basic Trash Service</th>
<th>Days</th>
<th>Cardboard Only (Recycling)</th>
<th>Days</th>
<th>Commingle (Cans/Bottles) (Recycling)</th>
<th>Days</th>
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<tr>
<td>Administrative Services</td>
<td>1 - 2 Yd, 3x</td>
<td>MWF</td>
<td>1 - 2 Yd, 3x</td>
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<td>American Indian Center</td>
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<tr>
<td>Brown Hall</td>
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<td>MWF</td>
<td>1 - 8 Yd, 2x</td>
<td>TF</td>
<td>4 - 90 Gallon, 1x</td>
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<tr>
<td>Centennial Hall</td>
<td>1 - 8 Yd, 5x</td>
<td>MTWHF</td>
<td>1 - 8 Yd, 2x</td>
<td>TH</td>
<td>2 - 90 Gallon, 1x</td>
<td>H</td>
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<td>Education Building</td>
<td>1 - 4 Yd, 3x</td>
<td>MWF</td>
<td>1 - 4 Yd, 2x</td>
<td>TF</td>
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<td>Engineering &amp; Computing Center</td>
<td>1 - 2 Yd, 4x</td>
<td>MTHF</td>
<td>1 - 2 Yd, 2x</td>
<td>TF</td>
<td>1 - 90 Gallon, EOW H</td>
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<td>Halenbeck Hall</td>
<td>1 - 8 Yd, 3x</td>
<td>MWF</td>
<td>1 - 6 Yd, 2x</td>
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<td>Headley Hall</td>
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<td>MWF</td>
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<tr>
<td>Husky Hub</td>
<td>1 - 2 Yd,</td>
<td>EOW M</td>
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<td>2 - 90 Gallon, 1x</td>
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<tr>
<td>Kiehle Visual Arts Center</td>
<td>1 - 6 Yd, 3x</td>
<td>MWF</td>
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<td>2 - 90 Gallon, EOW H</td>
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<tr>
<td>Maintenance Building</td>
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<td>MWF</td>
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<td>Site Name</td>
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<td>Days</td>
<td>Cardboard Only (Recycling)</td>
<td>Days</td>
<td>Commingling (Cans/Bottles) (Recycling)</td>
<td>Days</td>
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<td>Miller Learning Resources Center, James W.</td>
<td>1 - 8 Yd, 3x</td>
<td>MWF</td>
<td>1 - 4 Yd, 2x</td>
<td>TF</td>
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<td>MN Highway Safety &amp; Research Center</td>
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<tr>
<td>National Hockey Center</td>
<td>1 - 6 Yd, 1x</td>
<td>See Below</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 - 8 Yd, 3x</td>
<td>See Below</td>
<td></td>
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<tr>
<td>Performing Arts Center</td>
<td>1 - 4 Yd, 2x</td>
<td>MH</td>
<td>2 YD, 1X</td>
<td>T</td>
<td></td>
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<td></td>
<td>See Below</td>
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<tr>
<td>Public Safety</td>
<td>1 - 2 Yd, 2x</td>
<td>TF</td>
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<tr>
<td>Riverview</td>
<td>1 - 4 Yd, 1x</td>
<td>H</td>
<td>1 - 3 Yd, 2x</td>
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<td>1 - 90 Gallon, 1x</td>
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<td>Wick Science Building, Robert H.</td>
<td>1 - 6 Yd, 3x</td>
<td>MWF</td>
<td>1 - 8 Yd, 2x</td>
<td>TF</td>
<td>4 - 90 Gallon, 1x</td>
<td>H</td>
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<tr>
<td>Selke Field</td>
<td>1 - 2 Yd, On-Call</td>
<td>See Below</td>
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<tr>
<td>Stewart Hall</td>
<td>1 - 6 Yd, 5x</td>
<td>MTWHF</td>
<td>1 - 6 Yd, 2x</td>
<td>WF</td>
<td>6 - 90 Gallon, 1x</td>
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<td>Women's Center</td>
<td>1 - 2 Yd, 1x</td>
<td>T</td>
<td>1 - 2 Yd, 1x</td>
<td>T</td>
<td>1 - 90 Gallon, 1x</td>
<td>H</td>
</tr>
</tbody>
</table>
**Notes:**

**National Hockey Center Trash Pick-up Days as follows:**
M (April thru September)
MFS (October thru March)

**Performing Arts Center:**
On-Call only. Theatre Department, located in scene shop. Brought to loading dock by department.
Trash Only, 2 - 2 Yd

**Selke Field:**
On-Call only

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<table>
<thead>
<tr>
<th>51 Building</th>
<th>1 - 6 Yd, 2x</th>
<th>MH</th>
<th>1 - 3 Yd, 2x</th>
<th>TF</th>
<th>1 - 90 Gallon, 1x</th>
<th>H</th>
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END OF SECTION