

**Delgado Community College  
Purchasing Department  
501 City Park Ave, Bldg 37  
New Orleans, Louisiana 70119  
(504) 762-3031**

**Invitation to Bid**

**Bid Name:**

**#40006-97 –Provision of Grease Trap Cleaning  
and Water Jetting**

**To Be Opened On:**

**June 27, 2016 at 2:00 PM**

**Contact Person:**

**Susan Varble  
Director  
(504) 762-3031**

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**NAME OF COMPANY**

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**ADDRESS**

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**CITY, STATE, ZIP**

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**PHONE NUMBER**

**FAX NUMBER**

**EMAIL**

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**SIGNATURE OF COMPANY REPRESENTATIVE**

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**NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE**

***\*\* This form must be completed and submitted with your bid***

## I. GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Susan Varble at the following address:

Delgado Community College  
O'Keefe Administration Building  
501 City Park Avenue, Building 37  
New Orleans, La 70119-6222  
Email: svarbl@dcc.edu  
Fax: (504) 762-3089

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents.

2. Bids may be submitted by mail, fax or in person. Mailed bids and hand carried bids shall go to the address in item #1. Do not leave hand carried bids at the front desk. If bids are delivered via an express mail carrier, the bid name shall be on the outside of the packaging. Please note that express mail or USPS carriers may not deliver directly to 501 City Park Avenue. The bidder/proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to 501 City Park Avenue.

3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.

4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.

5. Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the College.

6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

## **II. BID FORM**

### **#97 – Provision of Grease Trap Cleaning and Water Jetting**

#### **SPECIFICATIONS**

##### **SCOPE OF WORK:**

**SUCCESSFUL BIDDER SHALL PROVIDE CLEANING SERVICE OF KITCHEN GREASE TRAPS AND WATER JETTING (EXTERNAL LINE CLEANING) FOR DELGADO COMMUNITY COLLEGE. SERVICE SHALL INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS.**

##### **LOCATIONS COVERED:**

**THE FOLLOWING LOCATIONS SHALL BE COVERED UNDER THIS CONTRACT:**

**CITY PARK CAMPUS, 615 CITY PARK AVENUE, NEW ORLEANS, LA 70119**

**JEFFERSON (TECHNICAL DIVISION), 5200 BLAIR DR., METAIRIE, LA 70001**

**SIDNEY COLLIER SITE, 3727 LOUISA STREET, NEW ORLEANS, LA 70126**

##### **CONTRACT PERIOD:**

**CONTRACT PERIOD SHALL BEGIN WITH THE DATE OF AWARD AND END JUNE 30, 2017  
CONTRACT MAY BE RENEWED AT THE SAME PRICES, TERMS, AND CONDITIONS FOR TWO  
(2) ADDITIONAL ONE-YEAR PERIODS IF MUTUALLY AGREEABLE WITH BOTH PARTIES.**

##### **REQUIRED SERVICES:**

**GREASE TRAP(S) SHALL BE CLEANED AND WATER JETTING SERVICES SHALL BE  
PERFORMED AS FOLLOWS:**

**CITY PARK CAMPUS – BUILDING 11 (KITCHEN), BUILDING 23 (KITCHEN & STARBUCKS),  
BUILDING 1 (EINSTEINS), THE CHILDREN’S CENTER , AND THE BALLPARK.**

**JEFFERSON (TECHNICAL DIVISION) – KITCHEN**

**SIDNEY COLLIER SITE – KITCHEN**

**ENTIRE CONTENTS MUST BE REMOVED AND MANIFESTED AS TO WHERE IT GOES AND  
WHO DISPOSES OF IT. SUBSEQUENT TO REMOVAL OF CONTENTS, SIDES OF TRAP MUST  
BE PRESSURE WASHED. DESIGNATED COLLEGE REPRESENTATIVE SHALL MAKE FINAL  
INSPECTION.**

ALL CLEANINGS SHALL BE COORDINATED THROUGH THE OFFICE OF THE DIRECTOR OF MAINTENANCE, MR. GARY DOMINIQUE, AT 915-6956. THE SUCCESSFUL BIDDER SHALL CALL HIS OFFICE TO SET UP AN APPOINTMENT FOR SERVICE(S), GIVING A MINIMUM OF TWO (2) DAYS ADVANCED NOTICE SO THAT THE MAINTENANCE DEPARTMENT CAN FLUSH OUT THE LINES BEFORE PUMPING.

IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO ACQUIRE THE SIGNATURE OF MR. DOMINIQUE OR HIS DESIGNEE EACH TIME A VISIT IS MADE TO THE COLLEGE TO PROVIDE THE SERVICES DESCRIBED HEREIN. ALSO, IT WILL BE NECESSARY FOR DOCUMENTATION TO BE LEFT WITH SAID COLLEGE REPRESENTATIVE DESCRIBING SERVICES RENDERED DURING EACH VISIT.

**ADDITIONAL SITES:**

THE COLLEGE RESERVES THE RIGHT TO ADD OR SUBTRACT ADDITIONAL SITES TO THIS CONTRACT DURING THE COURSE OF THE AGREEMENT. THE COLLEGE WILL REQUEST THE ADDITION/SUBTRACTION FROM THE VENDOR, AND A PRICE WILL BE AGREED UPON AT THAT TIME.

**FREQUENCY OF CLEANING AND WATER JETTING:**

CLEANING AND WATER JETTING WILL BE PERFORMED ON AN AS NEEDED BASIS. WE ARE ESTIMATING USAGE AT THE SITES TO BE ONCE A MONTH.

**ACCESS:**

THE COLLEGE SHALL PROVIDE ACCESS TO ALL AREAS.

**GUARANTEE:**

BY SIGNING THIS BID, SUCCESSFUL BIDDER AGREES TO ACCEPT ALL OF THE EQUIPMENT (EXCEPT AS EXCLUDED BY THESE SPECIFICATIONS), AS IS, ON FULL MAINTENANCE ON THE EFFECTIVE DATE OF THIS CONTRACT, UNLESS IT IS OTHERWISE INDICATED BY A DETAILED REPORT, ON EACH UNIT, AND ATTACHED TO THE BID.

**PAYMENT:**

PAYMENT SHALL BE MADE ONCE SERVICES ARE RENDERED. AFTER RECEIPT OF SIGNED PURCHASE ORDER, VENDOR SHALL SUBMIT INVOICE TO THE COLLEGE FOLLOWING EACH CLEANING. IF, FOR SOME REASON, THE COLLEGE WISHES TO EXERCISE ITS OPTION FOR CANCELLATION (SEE SPECIAL CONDITIONS), THE COST(S) WILL BE PRO-RATED, AND THE PROPER MONIES RETURNED TO THE COLLEGE.

**CERTIFICATION:**

ALL VENDORS MUST BE FULLY PERMITTED TO PROVIDE THIS SERVICE. A COPY OF THE PERMIT MUST BE PROVIDED WITH THE BID. FAILURE TO PROVIDE A PERMIT SHALL RESULT IN IMMEDIATE REJECTION OF THE BID.

**INSURANCE:**

**INSURANCE REQUIREMENTS, AS PER THE ATTACHED SHEET(S) ARE REQUIRED AS A PART OF THIS BID. VENDOR MUST PROVIDE A CERTIFICATE OF INSURANCE TO THE DIRECTOR OF PURCHASING PRIOR TO ANY START OF SERVICES(S).**

**BID SCHEDULE**

**DELGADO COMMUNITY COLLEGE - CITY PARK CAMPUS**

**1. PROVISION OF GREASE TRAP CLEANING SERVICE – BUILDING #11 KITCHEN**

STATE CLEANING PRICE HERE FOR ONE (1) CLEANING:

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**PROVISION OF WATER JETTING SERVICE – BUILDING #11 KITCHEN**

STATE WATER JETTING PRICE HERE FOR ONE (1) WATER JETTING:

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**2. PROVISION OF GREASE TRAP CLEANING SERVICE – BUILDING #23 KITCHEN**

STATE CLEANING PRICE HERE FOR ONE (1) CLEANING:

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**PROVISION OF WATER JETTING SERVICE – BUILDING #23 KITCHEN**

STATE WATER JETTING PRICE HERE FOR ONE (1) WATER JETTING:

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**3. PROVISION OF GREASE TRAP CLEANING SERVICE – BUILDING #23 STARBUCKS**

STATE CLEANING PRICE HERE FOR ONE (1) CLEANING:

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**PROVISION OF WATER JETTING SERVICE – BUILDING #23 STARBUCKS**

STATE WATER JETTING PRICE HERE FOR ONE (1) WATER JETTING:

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**4. PROVISION OF GREASE TRAP CLEANING SERVICE – BALLPARK**

STATE CLEANING PRICE HERE FOR ONE (1) CLEANING:

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**PROVISION OF WATER JETTING SERVICE – BALLPARK**

STATE WATER JETTING PRICE HERE FOR ONE (1) WATER JETTING:

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**5. PROVISION OF GREASE TRAP CLEANING SERVICE – BUILDING# 1 EINSTEINS**

STATE CLEANING PRICE HERE FOR ONE (1) CLEANING:

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**PROVISION OF WATER JETTING SERVICE – BUILDING #1 EINSTEINS**

STATE WATER JETTING PRICE HERE FOR ONE (1) WATER JETTING:

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**6. PROVISION OF GREASE TRAP CLEANING SERVICE – CHILDREN’S CENTER**

STATE CLEANING PRICE HERE FOR ONE (1) CLEANING:

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**PROVISION OF WATER JETTING SERVICE – CHILDREN’S CENTER**

STATE WATER JETTING PRICE HERE FOR ONE (1) WATER JETTING:

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**DELGADO COMMUNITY COLLEGE –JEFFERSON (TECHNICAL DIVISION)**

**PROVISION OF GREASE TRAP CLEANING SERVICE – KITCHEN**

STATE CLEANING PRICE HERE FOR ONE (1) CLEANING:

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**PROVISION OF WATER JETTING SERVICE – KITCHEN**

STATE WATER JETTING PRICE HERE FOR ONE (1) WATER JETTING:

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**DELGADO COMMUNITY COLLEGE –SIDNEY COLLIER SITE\***

**PROVISION OF GREASE TRAP CLEANING SERVICE – KITCHEN**

STATE CLEANING PRICE HERE FOR ONE (1) CLEANING:

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**PROVISION OF WATER JETTING SERVICE – KITCHEN**

STATE WATER JETTING PRICE HERE FOR ONE (1) WATER JETTING:

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**\*Kitchen is under construction but should be operational sometime during the Fall Semester 2016.**

**For Emergency Call-Outs, please state your hourly rate: \_\_\_\_\_**

### III. REQUIREMENTS & INSTRUCTIONS

- A **non-mandatory** site visit has been scheduled for any bidder intending to submit a bid for this project. The site visit will be held for all jobsites on **Monday, June 13th, 2016 at 9:00 a.m. starting at the City Park Campus, Student Life Center, located at 615 City Park Avenue, New Orleans, LA 70119 then proceed to the Jefferson Site (Technical Division), 5200 Blair Dr., Metairie, LA 70001, then proceed to Sidney Coller Site, 3727 Louisa St., New Orleans, LA 70126 . All Bidders are to meet in back of the Student Life Center, City Park Campus, (across from the baseball field)**. Although impromptu questions will be permitted and spontaneous answers will be provided during the site visit, the only official answer or position of DCC will be stated in writing in response to written questions. Although not required, it is strongly recommended that bidders visit the jobsite to ascertain the scope of the work to be performed.
- Any questions arising from either the specifications or as a result of the site visit must be addressed in writing and will be answered via an Addendum. All questions must be submitted no later than **June 14th, 2016 at 12:00PM CST**.
- Bidder must be licensed in accordance with all rules & regulations as required by the State of Louisiana as it pertains to this work.
- Bidders are to comply with the insurance requirements as stated in the bid. Failure to comply with the requirements will result in disqualification of your bid.
- The successful bidder will be responsible for ensuring that Delgado receives the required **insurance certificate** after the notice of award (as per terms and conditions) in a timely manner in order to meet the required work expectancy timeframe. No work may commence until a proper certificate is received.
- Items not listed but necessary for completion of the job shall be furnished as part of the bid. Additional costs disclosed later will be at the expense of the vendor.
- All shipping, handling, materials, labor or any other charges necessary to compete this job must be included in amount bid.

***\* End of Section***

#### **IV. SPECIAL CONDITIONS**

1. Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

All bids must be submitted on the form(s) furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.

Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.

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

All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be clearly stated on the bid form. The College will not be responsible for freight charges not clearly stated as a part of this bid.

Delgado Community College reserves the right to reject any and all bids and to waive any informalities.

It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.

2. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere.
3. If item(s) or services bid do not fully comply with specifications, including brand and/or product number, bidder must state in what respect the item(s)/services deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.
4. Award to be made on an all-or-none basis.

5. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Vendor must state the equivalent brand/model he or she is bidding on each item.

It shall be the sole responsibility of the Vendor to prove equivalency. Vendor shall submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

6. At the option of the College and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same prices, terms, and conditions. Contract shall not exceed thirty-six months.
7. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
8. NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, same shall be noted in your bid. Otherwise it will be interpreted that you are quoting as specified.
9. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the College. It shall also be specifically agreed and understood that the decision of the College shall be final.
10. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
11. The college reserves the right to cancel this contract upon thirty (30) days written notice.
12. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the College. All work areas must be kept free of hazards.
13. Vendor compliance with the attached insurance requirements is mandatory. A certificate of insurance must be submitted to Delgado Community College, delineating Delgado as the certificate holder prior to the commencement of any work.
14. In case of default by the Vendor, the College reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.
15. Final Clean-Up: Before this project is acceptable and complete, Vendor shall clean up and remove from the premises all debris resulting from his work, and shall see to it that all materials furnished is/are left in good order, clean, and properly installed.
16. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. Any “qualified individual with a disability” as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Purchasing Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
18. Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance period may be rejected.

***\*\* End of Special Conditions***

## **V. INSURANCE REQUIREMENTS FOR VENDORS**

The Contractor/Vendor shall purchase and maintain for the duration of the contract/work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor/Vendor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensations law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disaster/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability increased to a minimum of \$1,000,000.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims made form is unacceptable.

#### **3. Automobile Liability**

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

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

### **C. OTHER INSURANCE PROVISIONS**

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

## 1. General Liability and Automobile Liability Coverage's

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards to negligence by the contractor/vendor. ISO Form CG 20 10 (current form approved for use on Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection to the Agency.
- b. The Contractor's/Vendor's insurance shall be primary as respects to the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's/Vendor's insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the policy limits.

## 2. Workers Compensation and Employers Liability Coverage

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

## 3. All Coverages

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

**D. ACCEPTABILITY OF INSURERS**

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

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

**E. VERIFICATION OF COVERAGE**

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

In addition to the Certificates, Contractor/Vendor shall submit the declarations page and cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor/Vendor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor/Vendor to purchase and/or maintain any required insurance shall not relieve the Contractor/Vendor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor/Vendor shall include all subcontractors and as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

In the event the Contractor/Vendor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor/Vendor, its owners, agents and employees will have no cause of action against, and it will not assert a claim against the State of Louisiana, its departments, agencies, agents and employer,

whether pursuant to the Louisiana Workers Compensation Act, or otherwise under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor/Vendor, its owners, agents and employees. The parties further agree that the Contractor/Vendor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor/Vendor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor/Vendor agrees to protect, defend, indemnify, save and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants, employees and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor/Vendor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor/Vendor as a result of any claims, demands, suits or causes of action, except those claims, demands suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

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