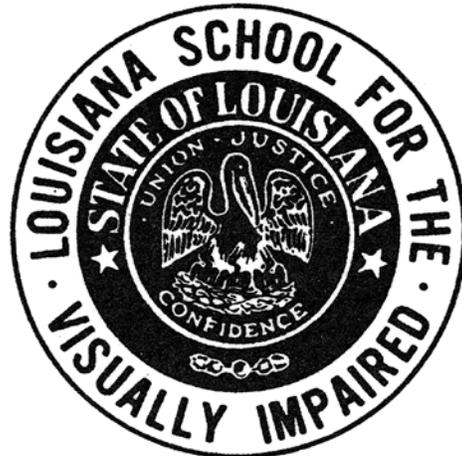


**LOUISIANA SCHOOLS FOR THE DEAF
AND VISUALLY IMPAIRED
(LSDVI)**

INVITATION TO BID

Waste Disposal –Debris
Bid Solicitation# 653001-B3-17FEMA



Bid Opening Date: October 4, 2016 10:00 a.m. (CT)

**Louisiana Schools for the Deaf
And Visually Impaired
Purchasing Department
2888 Brightside Lane
Baton Rouge, Louisiana 70820**

NOTICE TO BIDDERS

Sealed bids will be opened and publicly read by the Purchasing Department of the Louisiana Schools for the Deaf and Visually Impaired, 2888 Brightside Lane, Baton Rouge, Louisiana 70820 on **October 4, 2016 at 10:00a.m.** (CT) No bid will be received after the date and time specified.

Waste Disposal –Debris

Solicitation Number: 653001-B3-17FEMA

Complete bidding documents may be obtained from:

LOUISIANA SCHOOLS FOR THE DEAF
AND VISUALLY IMPAIRED
2888 BRIGHTSIDE LANE
BATON ROUGE, LA 70820
Attn: Karen LeBlanc
Email: kleblanc@lsdvi.org
Phone: (225) 757-3218
Fax: (225) 757-3225

The bidding documents are also available in electronic form at the Louisiana Procurement and Contract (LaPAC) Network website, <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

For additional information, contact: Karen LeBlanc
(225) 757-3218
kleblanc@lsdvi.org

**Louisiana Schools for the Deaf and Visually Impaired
Invitation to Bid**

Waste Disposal –Debris

Part I. Instructions and Requirements for Bidders

1. Bid Submittal Procedures

All bids must be received no later than the bid opening date and time.

Bids may be mailed through the U.S. Postal Service, delivered by hand or courier to our physical address:

Louisiana Schools for the Deaf and Visually Impaired (LSDVI)
Business Office - Purchasing Department (Rm. F132)
2888 Brightside Drive
Baton Rouge, Louisiana 70820

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LSDVI is not responsible for any delays caused by the bidder's chosen means of bid delivery.

Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. Failure to meet the bid opening date and time shall result in rejection of the bid.

To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the following information and format:

- Invitation to Bid Name: **Waste Disposal –Debris**
- Solicitation Number: **653001- B3-17FEMA**
- Bid Opening Date and Time: **October 4, 2016 @10:00 a.m.**
- Additional Required Wording: **"Sealed Bid Enclosed"**
- **Contractor's License #**

All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. See Request for Quotation Form A-10 that must be completed, signed and returned. Bidder must submit bid prices as specified on Form A-10 on three (3) line items (Line 1 – Burnable Debris (Vegetative) and (Line 2- Burnable Construction and Demolition Debris) and (Line 3 Non-Burnable Debris) in order for the Agency to have flexibility in awarding based on available funds. Any interlineation, alteration or erasure must be initialed by the signer of the bid.

2. Taxes

Vendor is responsible for including all applicable taxes in the bid price. State agencies are exempt from all State and local sales and use taxes.

3. Awards

LSDVI reserves the right to award this bid on a separate basis and to reject any and all bids and waive any informalities. Quantities referenced in this Invitation to Bid are estimated to be the

amount needed. LSDVI reserves the right to increase or decrease quantities at the unit price(s) stated in the bid.

4. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting LSDVI during normal working hours.

5. Bidder's Representation

By signing the bid, the bidder certifies compliance with all instructions to bidders, terms, conditions and specifications and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor. All bid information shall be made with ink or typewritten.

6. Signature of Authority

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

- 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
- An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
- An individual listed on the State of Louisiana Bidder's application as authorized to execute bids. By signing the bid, the bidder certifies compliance with the above.

7. Addenda Modifying Invitation for Bid

No Addenda will be issued within three working days prior to the advertised date set for receipt of bids, except an Addendum, if necessary, postponing the date of receipt of bids or canceling the request for bids. Receipt of all Addenda issued should be acknowledged in writing on returned bid documents and/or returned with bid proposal.

8. Bids Binding

All bids shall be binding for a minimum of 90 calendar days. Nevertheless, if the lowest responsive and responsible bidder is willing to keep his price firm in excess of 90 days, LSDVI may award to this bidder after the period specified in the formal bid has expired.

9. Withdrawal of Proposal

A bidder may withdraw a bid that has been submitted at any time up to the bid opening deadline. To accomplish this, a written request signed by the authorized representative of the Bidder must be submitted to the LSDVI Purchasing Department.

10. Bid Inquiries

Should a bidder find discrepancies in, omission from the bid specifications, or should the bidder find conditions that disagree with bid documents or appear to be in error, same shall be brought to the attention of the Louisiana Schools for the Deaf and Visually Impaired. Discrepancies must be reported prior to three (3) working days before the scheduled bid opening. Failure to provide such notification shall require the contractor to provide services according to the intent of the specifications, as interpreted by the Agency, at the expense of the Contractor. Agency is not responsible for any oral instructions.

Answers to questions that change or substantially clarify the Invitation to Bid shall be issued by addendum and provided to all prospective bidders.

11. Job References

Upon request, Contractor shall provide a list of at least (3) job references, including company name, contact name, address, telephone number, scope of work, and date of job completion. Completed installations used as a reference may be inspected by the Agency. The decision of the Agency as to the capability of the Bidder to successfully complete this installation, based on this pre-qualification information, shall be final. Contractor must forward references within three (3) working days of receiving a written request for references.

12. Contractor License Requirement

In accordance with R.S. 37:2150-2192 contractors must be licensed with the Louisiana State Licensing Board for Contractors in the appropriate classification(s) prior to submitting a bid or being awarded a contract for a commercial project involving fifty thousand dollars (\$50,000) or more, one dollar (\$1) or more for hazardous materials or mold remediation, or ten thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical. . If the contractor's license number is not on the bid envelope, the bid shall be automatically rejected, shall be returned to the bidder marked "Rejected", and shall not be read aloud. Contractor must also note their Contractor's License For any bid submitted in the amount of \$50,000 or more, the Contractor's License Number must appear on the bid envelope Number on Request for Quotation Form A-10 in the box named "Contractor's License Number". By signing form A-10 contractor is certifying that he is licensed with the Louisiana State Licensing Board for Contractors.

13. Special Accommodations

Any "qualified individual with a disability" as defined by The Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify the 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 the bid opening.

14. Compliance with Civil Rights Laws

By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political

affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

15. Code of Ethics

Bidders are responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics, R.S. 42:1101, and et seq. if their firm is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

Part II. Contract Terms & Conditions

1. Contractor License Requirement

In accordance with R.S. 37:2150-2192 contractors must maintain a current license with the Louisiana State Licensing Board for Contractors in the appropriate classification(s) for a commercial project involving fifty thousand dollars (\$50,000) or more, one dollar (\$1) or more for hazardous materials or mold remediation, or ten thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical for the duration of the contract period with the Agency.

2. Non-Exclusivity Clause

The contract is non-exclusive and shall not in any way preclude the School from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

3. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana and applicable Federal Laws and Requirements for public assistance funding.

4. Contract Renewal

At the option of the School and agreement by the Vendor, this contract may be extended for an additional consecutive two (2) twelve-month periods at the same price, terms and conditions.

5. Contract Cancellation for Cause

LSDVI has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause including but not limited to, the following: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State; (5) conflict of contract provisions with constitution or statutory provision of State or Federal law; (6) any other breach of contract.

6. Contract Cancellation for Convenience

LSDVI may terminate the contract at any given time by giving thirty (30) days written notice to the Contractor of such termination.

7. Payment Terms

Payment terms are Net 30 after completion of all jobs. Jobs must be reviewed and approved by the LSDVI Operations Manager for completion and compliance with required job specifications. If after inspection, work is found to be (1) incomplete, (2) out of compliance with required specifications, or (3) defective in workmanship, a written comprehensive punch list will be provided to the Contractor for completion. Upon satisfactory completion of all punch list items, the LSDVI Operations Manager will submit written approval for payment to the Business Office.

Invoices must reference the Agency's purchase order number and reflect the quantity billed by purchase order line number. Bills of lading, packing slips, and/or other related shipping papers (if applicable) must reference the Agency's purchase order number and reflect the quantity shipped by purchase order line number.

8. Confidentiality

Contractor agrees to keep all information and materials which will come into possession or knowledge of contractor in connection with this contract or the performance thereof, excepting only such information as is already known to the public, and not to release, use, or disclose the same except with written permission of the agency.

9. Default of Contractor

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

10. Right to Audit

The State Legislative Auditor, federal auditors and internal auditors of the Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after bid award as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

11. Insurance

See attached Exhibit A for insurance requirements for contractors. Contractor must forward verification of coverage to the Agency within three (3) working days after notification of intent to award is received.

12. Indemnification and Limitation of Liability

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractors, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees. See attached Exhibit B, Indemnification Agreement. Contractor must forward

the indemnification agreement to the Agency within three (3) working days after notification of intent to award is received.

13. Bond Requirements: Compliance with 2 CFR 200 200.325

Letter of Bondability

A Letter of Bondability shall accompany the bid. It shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana

PERFORMANCE BOND, LABOR AND MATERIALS PAYMENT BOND:

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

**LOUISIANA SCHOOLS FOR THE DEAF – VISUALLY IMPAIRED
OPERATIONS DEPARTMENT
DISASTER DEBRIS MANAGEMENT PLAN
DEBRIS REMOVAL AND DISPOSAL SERVICES**

BID SPECIFICATIONS

Scope of Work

The Louisiana School for the Deaf-Visually Impaired (LSDVI) is seeking experienced and qualified licensed contractors to assist the School in the removal of burnable and non-burnable vegetative and/or construction and demolition debris, as the situation warrants, resulting from a catastrophic event.

The scope of work shall consist of the removal and disposal of storm-related debris as defined herein, that is generated within the boundaries of the LSDVI campus, during the period of Date of Award through June 30, 2017, on an as-needed basis.

The primary purpose of this scope of work is to maintain the health, safety, and well-being of the campus and to restore campus to a normal condition in the shortest time period possible. Each bidder must understand and agree that debris removal in the most expeditious manner possible is of the utmost importance and the successful bidder will make every effort to complete all requirements of the awarded contract in the shortest time possible.

The award of a bid will be primarily based on price per cubic yard of eligible debris, however any appropriate factor can be used to determine Contractor qualification; including but not limited to, bidder's references, appropriate Contractor license, insurance, bonds, response time/availability, experience directly relating to debris clean-up and removal, equipment inventory, etc. In addition, the Agency may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. Contractor shall explicitly identify to the Agency any prohibitions, limitations, or parameters that will affect Contractor's ability to perform the work described herein at the time of bid submittal.

The successful bidder shall be fully responsible for debris pick-up, transportation of debris, and final debris disposal. For the purposes of this bid, debris that is within the scope of work is classified as:

- Burnable Debris (Burnable Debris includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken, and severed tree limbs, bushes),
- Burnable Construction and Demolition Debris (non-creosote structural timber, wood products and other materials designated by the coordinating agency representative), and
- Non-Burnable Debris (Construction and demolition debris including creosote timber, plastic, glass, rubber and metal products, sheetrock, roofing shingles, carpet, tires and other materials as may be designated by the coordinating agency, as well as garbage).

Hazardous or toxic waste is considered Ineligible Debris is not included within the scope of this contract. Ineligible debris includes, but is not limited to, white goods, chemicals, petroleum products, paint products, asbestos, and power transformers.

Free standing tree stumps and tree stumps with base cut diameter measurements less than or equal to 24 inches (measured 24 inches up from where the tree originally exited the ground) shall be considered burnable debris and removed and paid for by the same methods used for other burnable debris.

Tree stumps with a diameter larger than 24 inches (measured 24 inches above the ground) that require extraction from the ground, are not included within the scope of this contract.

Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to storm damage. Contractor shall only bill LSDVI for material that originates within the LSDVI campus.

Measurement for debris removed will be by the cubic yard as predetermined through truck or trailer bed measurement. Actual measurement shall be documented by trip/load tickets. Contractor shall maintain and provide load tickets that are recorded with specificity, including, but not limited to: ticket number, Contract number, Date, Contractor Name, Sub-Contractor Name and Crew ID, Truck or Roll-off Number, Point of debris collection, truck capacity, loading departure time/inspector, disposal site arrival time/inspector, actual debris volume, truck driver name, debris classification (burnable, burnable D&C, or non-burnable) and amount reduced and disposed of. Trip tickets are to specify the name of the debris site where load is disposed of. Contractors shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers. LSDVI Operations staff will be responsible for monitoring/verifying loads before Contractor vehicles exit campus.

Contractor shall use Department of Environmental Quality approved disposal sites only. When a load is delivered, Contractor's driver shall provide the disposal facility operator the identifying information for LSDVI (agency name and address) for each load of debris originated.

Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials, labor, tools, equipment, transportation and disposal site, including tipping fees, and perform all other work required for the removal of all DISASTER debris, as defined herein, in strict accordance with the Contract.

Contractor must provide removal services during normal operating hours of the LSDVI Operations Department, unless otherwise agreed upon by the Operations Director or his/her designee. Contractor shall be responsible for establishing and scheduling collection times in consultation with the LSDVI Operations Department and for coordinating deliveries with the designated disposal facilities.

All equipment and vehicles utilized shall meet all requirements of Federal, State and local regulations including, without limitation, all DOT, TDOT and safety regulations, and are subject to the approval of the Agency.

Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property and public infrastructure.

All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type. Contractor represents that they are familiar with all Federal, State, and local ordinances, laws, rules and regulations and that they will fully comply therewith during pick-up, transportation and disposal.

Contractor will comply with all Federal, State, and local laws, rules, ordinance and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin or disability.

Contractor will comply with/enforce all Occupational Safety and Health Administration (OSHA) requirements at all times for contracted employees. Contractor to provide safety personnel at work sites and require Personal Protection Equipment (PPE) for all personnel.

Bidder shall furnish with the bid complete and updated list identifying truck numbers and trailer numbers to Agency that will be used throughout the Contract. The listing shall include the following information:

- A. Each truck and trailer license number
- B. Year, make and color of the truck
- C. Cubic yardage of the truck and/or trailer.

All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions.

Prior to commencing debris removal operations, the Contractor shall present to the Agency's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking.

Contractor shall operate in accordance with all Louisiana Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be additional to the personnel and equipment required to perform the essential work described in this Scope of Services. At a minimum, one flag person shall be posted at each end of each active loading site and one flag person shall be posted at each loading operation.

Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Local, State or Federal regulations. Contractor shall not subcontract any portion of this work without approval from the Agency.

Contractor should prepare for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions.

Contractor shall be prepared to initiate contracted services no later than seventy-two (72) hours after a Contract has been issued.

LSDVI shall provide monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.

Contractor shall designate to LSDVI key personnel having responsibilities for coordinating work activities with the agency's campus, and shall inform the agency of any changes in such personnel.

Any environmental samples, analyses or remediation actions required as a result of Contractor's equipment, operations or, activities shall be the full responsibility of the Contractor.

Contractor shall be paid solely on the load/trip tickets issued and verified by the Agency.

Contractor invoices are to be submitted on a regular basis and for no more than 30-day periods.

LSDVI does not guarantee the successful bidder any amount of work or compensation. Work will begin upon written authorization by the Agency. No guarantee of minimum or maximum amounts per bid item is made by the Agency under this contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities.

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, 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 Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and 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 shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is 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 shall not be canceled, suspended, or voided by either party (the Contractor 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 policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

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

E. VERIFICATION OF COVERAGE

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

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

Contractor must forward verification of coverage to the Agency within three (3) working days after notification of intent to award is received.

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents,

servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

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

EXHIBIT B

(NOTE: Contractor must forward the indemnification agreement to the Agency within three (3) working days after notification of intent to award is received.)

INDEMNIFICATION AGREEMENT

The _____{Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____{Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____{Contractor/Lessee} 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/Lessee} 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.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No.: 653001-B3-17FEMA
State Agency Name: Louisiana Schools for the Deaf and Visually Impaired
Purpose of Contract: Waste Disposal –Debris

Notice to Vendors This Is Not An Order It is Merely A Request for Prices	LOUISIANA SCHOOLS FOR THE DEAF & VISUALLY IMPAIRED REQUEST FOR QUOTATION FORM A-1 Waste Disposal –Debris	Date Issued September 2, 2016	DATE AND TERM BY WHICH QUOTATION MUST BE RETURNED: October 4, 2016@ 10:00 am
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NAME AND ADDRESS OF COMPANY (FIRM OR INDIVIDUAL)	To be returned on or before date specified above to: Louisiana Schools for the Deaf & Visually Impaired 2888 Brightside Lane Baton Rouge, LA 70820
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Item No.	Qty.	Unit of Measure	Commodity	Remarks by Vendor	Unit Price	Amount
1	1	Job	Line 1 – Burnable Debris (Vegetative) picked up at the LSDVI campus, documented and validated by load-haul tickets, transported and dumped at disposal site.			
2	1	Job	Line 2 – Burnable Construction and Demolition Debris picked up at LSDVI campus, documented and validated by load-haul tickets, transported and dumped at disposal site.			
3	1	Job	Line 3 – Non-Burnable Debris picked up at the LSDVI campus, documented and validated by load-haul tickets, transported and dumped at disposal site			
			The unit price for all should be \$_____ Cubic Yard			

NOTICE: We have no facilities for furnishing abstracts of bids; a complete record of all bids is kept on file in this office subject to the inspection of any citizen. Every courtesy will be afforded any citizen who is interested in investigating for any purpose the record of State Purchases.	TOTAL
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<b style="background-color: yellow;">Contractor's License Number: _____ <b style="color: red;">(Bid Invalid if Contractor License Number is not noted above.)	<b style="background-color: yellow;">Note: Bidder must submit bid prices as specified on three separate lines (Line 1 – Burnable Debris – Vegetation picked-up; Line 2 – Burnable Construction and Demolition Debris picked-up; Line 3 – Non-Burnable Debris picked-up)
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By signing this form, the bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all instructions, requirements, terms, conditions and specifications of the original Invitation to Bid and any previously issued amendments. The bidder further agrees that the language of this document shall govern in the event of a conflict with his/her bid. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued amendment(s) and the original document.