THE UNIVERSITY of NEW ORLEANS

INVITATION FOR BID

BID NAME AND NUMBER:
SECURITY CAMERA INSTALLATION, BTB2625

BID OPENING TIME AND DATE: AUGUST 4,2020@2PM

BUYER:
TROY A BACINO
purchasing@uno.edu

RETURN ALL BIDS TO THE FOLLOWING ADDRESS:

Purchasing Office
Administration Annex 1004G
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-6214
Fax: (504) 280-6297

General Instructions to Bidders

1 Invitation to Bid
Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

2 Authority to Sign
Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

3 Read Solicitation
Read the entire solicitation, including all terms, conditions, and specifications.

4 Corrections
All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

5 Delivery of Bids
Bids may be submitted in person by appointment, by mail, or via courier service. The mailing address is listed on the cover sheet.
Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

6 Bid Alterations
Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

7 Late Bids
Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

8 Delivery/Freight Charges
Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

9 Taxes
Vendor is responsible for including all applicable taxes in the bid price. The University of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

10 Payment
Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

11 Acceptance
Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

Bid Signature

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

Bidder (Company Name)	Mailing Address
Authorized Signature	City, State, Zip Code
Printed Name	Phone Number
Title	Fax Number
E-Mail Address	Federal Tax ID #

Standard Terms and Conditions

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Auditors

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

Award

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

Bidder Inquiries

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than July 27, 2020 prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

Contrary Terms and Conditions

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Executive Order 11246, 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; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other

non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

Equivalency
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. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

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

Governing Law
This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

Louisiana Preference
A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

Legislators Prohibited
According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

New Products
All products are to be new, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

Warranty
The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified

warranty requirements, and bid prices will include any premium costs of such coverage.

DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? _____

2. Is the bidder a spouse of a legislator? _____

3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? _____

4. If the bidder is a corporation, is it a publicly traded corporation? _____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.
Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.
Do you claim this preference? YES _____ NO _____

Specify Item Numbers:
_____

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

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

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

YES_____ NO _____

Special Terms and Conditions

1. 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 University, the University reserves the right to cancel the item and to purchase it elsewhere.

2. If bidding other than the specified brand/model, specify manufacture and model with the bid.

3. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount at the unit price stated in the bid.

4. In the event a greater quantity is needed, the right is reserved by the University to increase the amount, at the unit price stated in the bid, for ___3_____ months from the date of award.

5. If the Vendor fails to make delivery within a satisfactory time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.

6. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.

7. Site Visit: In order to ascertain the true scope of the services requested, all bidders are urged and expected to inspect the site where services will be performed. Arrangements to do so may be made by contacting the George Hillburn at+1 (504) 280-3851or email gahillbu@uno.edu . Failure to inspect the site will **not** constitute grounds for a claim after contract award.

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, vendor shall notify the Purchasing@uno.edu immediately.

9. It shall be specifically agreed and understood that the Bidders may not attend the Bid opening due to Covid 19 rules. Notice of award will be sent

out. It shall also be specifically agreed and understood that the decision of the University shall be final.

10. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.

11. This agreement may be terminated by either party with ___30_____ days advance notice in writing.

12. Successful bidder will furnish written factory instructions for the operation and maintenance of the equipment purchased.

13. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the University.

14. Successful bidder will furnish a representative to demonstrate the operation and maintenance of the equipment.

15. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted with the bid. Failure to do so may result in immediate disqualification of the bid.

16. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted before work can commence.

17. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

18. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.

19. Successful Vendor shall inspect jobsite and make his/her own measurements prior to installation.

20. Items furnished shall be delivered to the University, uncrated, set in place, installed (if requested), and all debris removed by the Vendor.

21. Scope of Work: work shall include all labor, materials, and services required to produce a completed repair/installation of security cameras which is acceptable to the University.

22. 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 the _security cameras__ furnished is/are left in good order, clean, and properly installed.

23. Award to be made on an all-or-none basis.

24. All equipment must be new and delivered F.O.B. University of New Orleans, inside delivery.

25. All hardware and software must be new and delivered, F.O.B. University of New Orleans, inside delivery.

26. This is not a proprietary specification. Other manufacturer and model will be considered.

27. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year 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 appropriation 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.

28. Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

Please use the following specifications for this project. The attached plans should be included.

Quantity	Description
2	AXIS P3245-V network camera
6	AXIS P3227-LVE network camera
2	AXIS P3807-PVE network camera
8	AXIS P3717-PLE network camera
18	Milestone XProtect Corporate Device License
18	Milestone 1-Year SUP for XProtect Corporate Device Channel License

Additional notes:

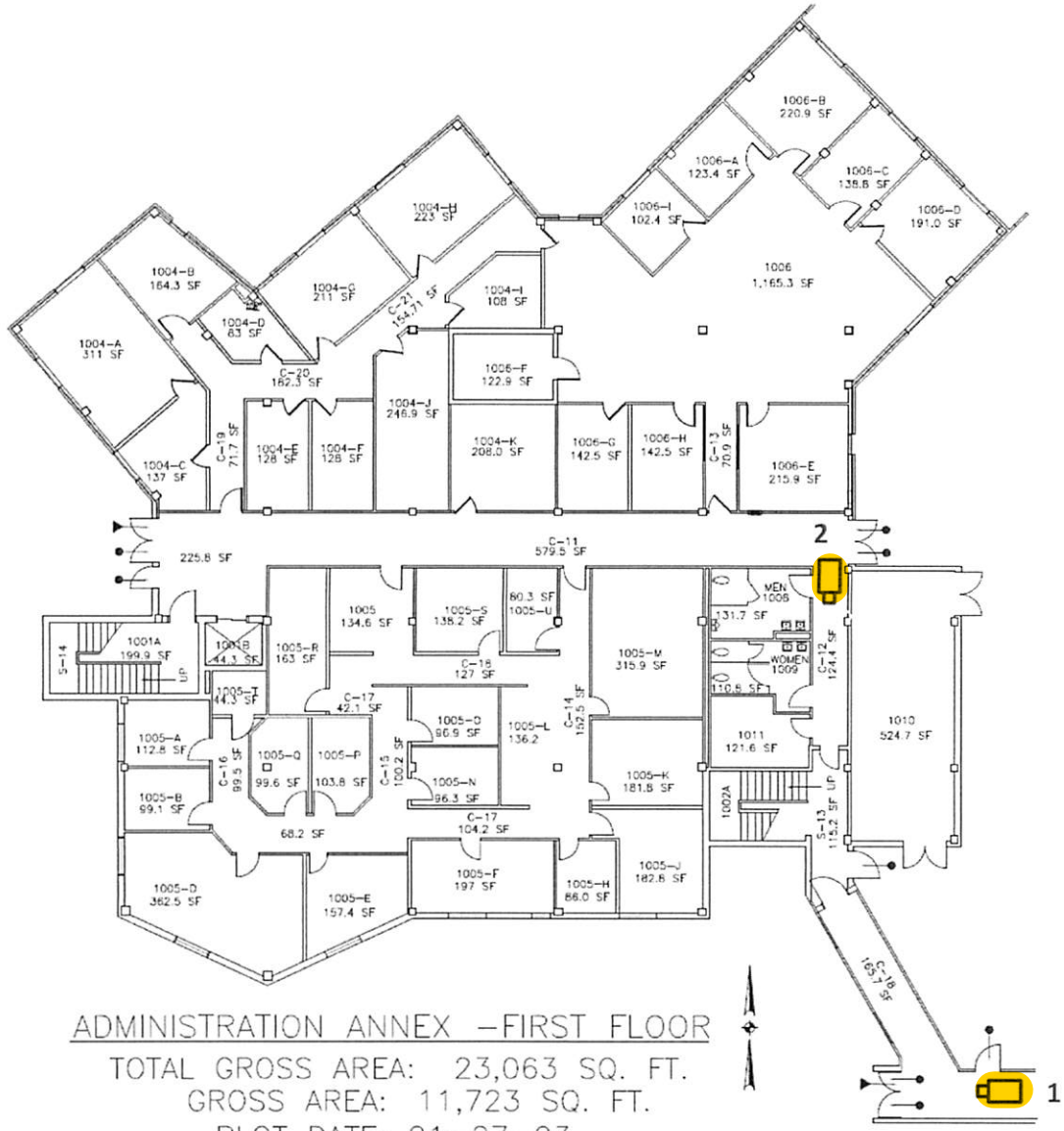
- All labor and installation materials must be provided by vendor, including conduit, wall/ceiling mount fittings, and any other materials necessary.
- Vendor is responsible for providing and installing CAT6e plenum-rated network cabling, as needed.
- Owner will provide PoE network connections. Vendor must provide other PoE source, if alternative required by camera.
- Vendor must provide proof of manufacturer certification for technicians working on Milestone XProtect software system.
- Vendor must provide a lift truck, or other means necessary for accessing camera installation locations.
- All work must be performed between the hours of 8:00am and 4:30pm, Monday through Friday.
- All work will be scheduled no less than three business days in advance by contacting the designated project manager.

Total price for the project $_____

UNO Security Camera Deployment Plan – Fall 2020

Building	Camera Model	Camera Location	View Requirements	Comm Closet
Administration	AXIS P3245-V	Interior 1st floor, hallway, ceiling mount	west entrance doors	Rm 216P
Administration Annex	AXIS P3245-V	Interior 1st floor, hallway, ceiling mount	south hallway entrance connecting from Administration	Rm 2016
Chemical Sciences	AXIS P3227-LVE	Exterior 2nd floor, north side, wall mount	walkway approaching north entrance doors/parking lot	Rm 131
Computer Center	AXIS P3227-LVE	Exterior 2nd floor, west side, wall mount	loading dock with parking	Rm 216
Education	AXIS P3227-LVE	Exterior 1st floor, above west entrance, wall mount	walkway approaching west entrance doors	Rm 101
Fine Arts	AXIS P3807-PVE	Exterior 1st floor, east side, wall mount	180^0 - parking lot	Rm 116
Geology/Psychology	AXIS P3227-LVE	Exterior 1st floor, near south entrance, wall mount	walkway approaching south entrance doors/service road	Rm 1053
Human Performance Center	AXIS P3227-LVE	Exterior 1st floor, above south entrance, wall mount	walkway approaching south entrance doors/west parking lot	Rm 203
Liberal Arts	AXIS P3717-PLE	Exterior 1st floor, NW patio near Rm 185, ceiling mount	360^0 - NW area	Rm 201C
	AXIS P3717-PLE	Exterior 1st floor, SW patio near Rm 119, ceiling mount	360^0 - SW area	Rm 201C
	AXIS P3717-PLE	Exterior 1st floor, NE patio near Rm 156, ceiling mount	360^0 - NE area	Rm 140A
	AXIS P3717-PLE	Exterior 1st floor, SE patio near Rm 120, ceiling mount	360^0 - SE area	Rm 140A
Milneburg Hall	AXIS P3717-PLE	Interior 1st floor, west entrance lobby, north side, ceiling mount	360^0 - NW entrance, west hallway doors, east hallway, central lobby	Rm 152
	AXIS P3717-PLE	Interior 1st floor, west entrance lobby, south side, ceiling mount	360^0 - SW entrance, west hallway doors, east hallway, central lobby	Rm 152
	AXIS P3717-PLE	Interior 1st floor, east entrance lobby, north side, ceiling mount	360^0 - NE entrance, west hallway, east hallway doors, central lobby	Rm 269
	AXIS P3717-PLE	Interior 1st floor, east entrance lobby, south side, ceiling mount	360^0 - SE entrance, west hallway, east hallway doors, central lobby	Rm 269
Performing Arts Center	AXIS P3227-LVE	Exterior 2nd floor, north side, wall mount	walkway approaching north entrance doors	Rm 307B
Recreation & Fitness Center	AXIS P3807-PVE	Exterior 1st floor, east side, wall mount	180^0 - parking lot	Rm 210
18 cameras total				

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Administration	1	AXIS P3245-V	Interior 1st floor, hallway, ceiling mount	west entrance doors	Rm 216P
Administration Annex	2	AXIS P3245-V	Interior 1st floor, hallway, ceiling mount	south hallway entrance connecting from Administration	Rm 2016



ADMINISTRATION ANNEX –FIRST FLOOR

TOTAL GROSS AREA: 23,063 SQ. FT.

GROSS AREA: 11,723 SQ. FT.

PLOT DATE: 01–27–03

SCALE: 3/32"=1'–0"

UPDATED: 090118 DLH VERIFIED: DLH

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Chemical Sciences	1	AXIS P3227-LVE	Exterior 2nd floor, north side, wall mount	walkway approaching north entrance doors/parking lot	Rm 131

CHEMICAL SCIENCE ANNEX BUILDING
FIRST FLOOR
GROSS AREA: 20,589.5 SQ. FT.
USABLE AREA: 13,737.9 SQ. FT.

UPDATED: 092713 ALD VERIFIED: RJO

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Computer Center	1	AXIS P3227-LVE	Exterior 2nd floor, west side, wall mount	loading dock with parking	Rm 216

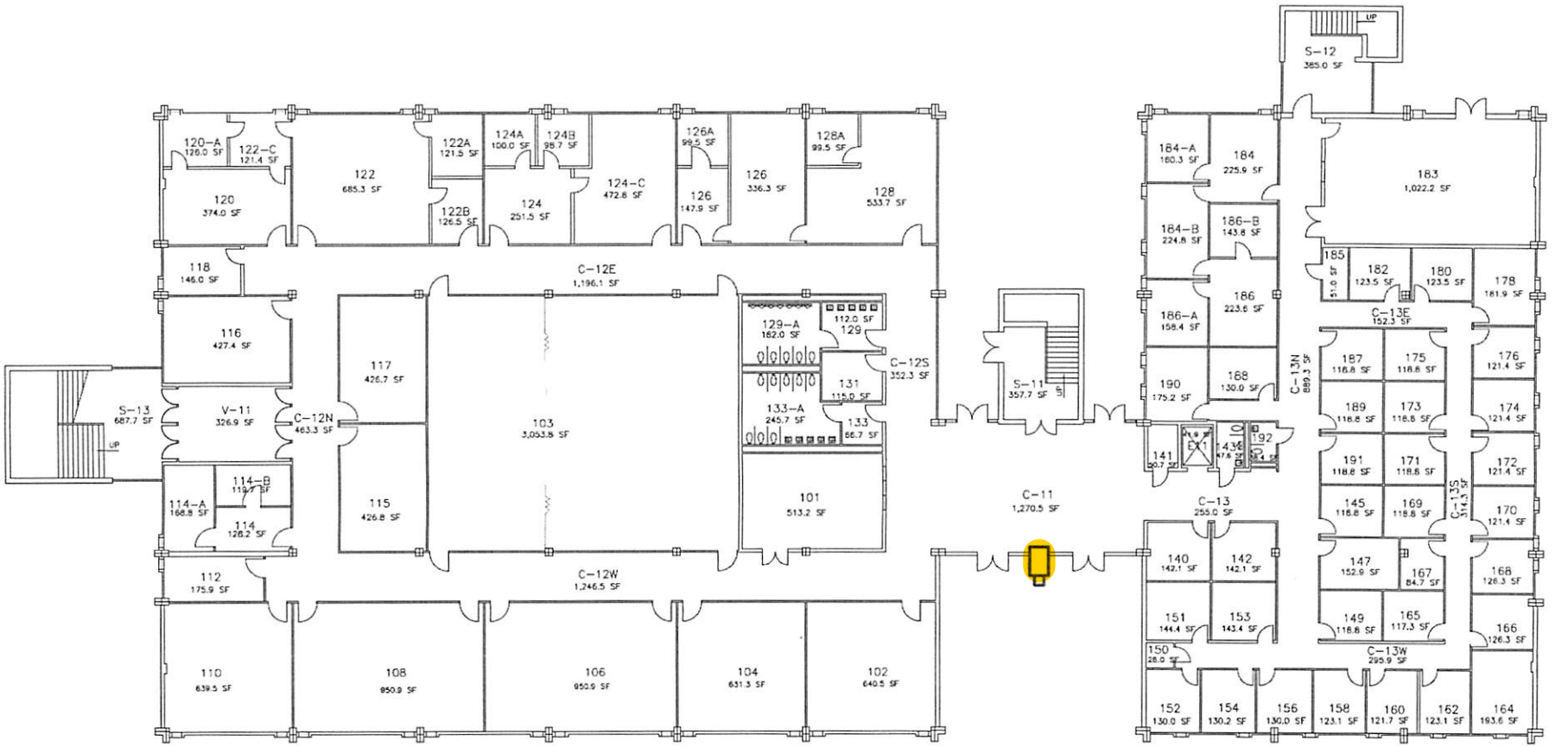
NOTE: ROOM 233-A (NEW AC PANEL)
ROOM 222A (NEW LIGHTING RECEPTICAL PANEL)

COMPUTER CENTER – SECOND FLOOR

GROSS AREA: 22,561.7 SQ. FT.

UPDATED: 092713 ALD VERIFIED:

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Education	1	AXIS P3227-LVE	Exterior 1st floor, above west entrance, wall mount	walkway approaching west entrance doors	Rm 101



EDUCATION BUILDING – FIRST FLOOR

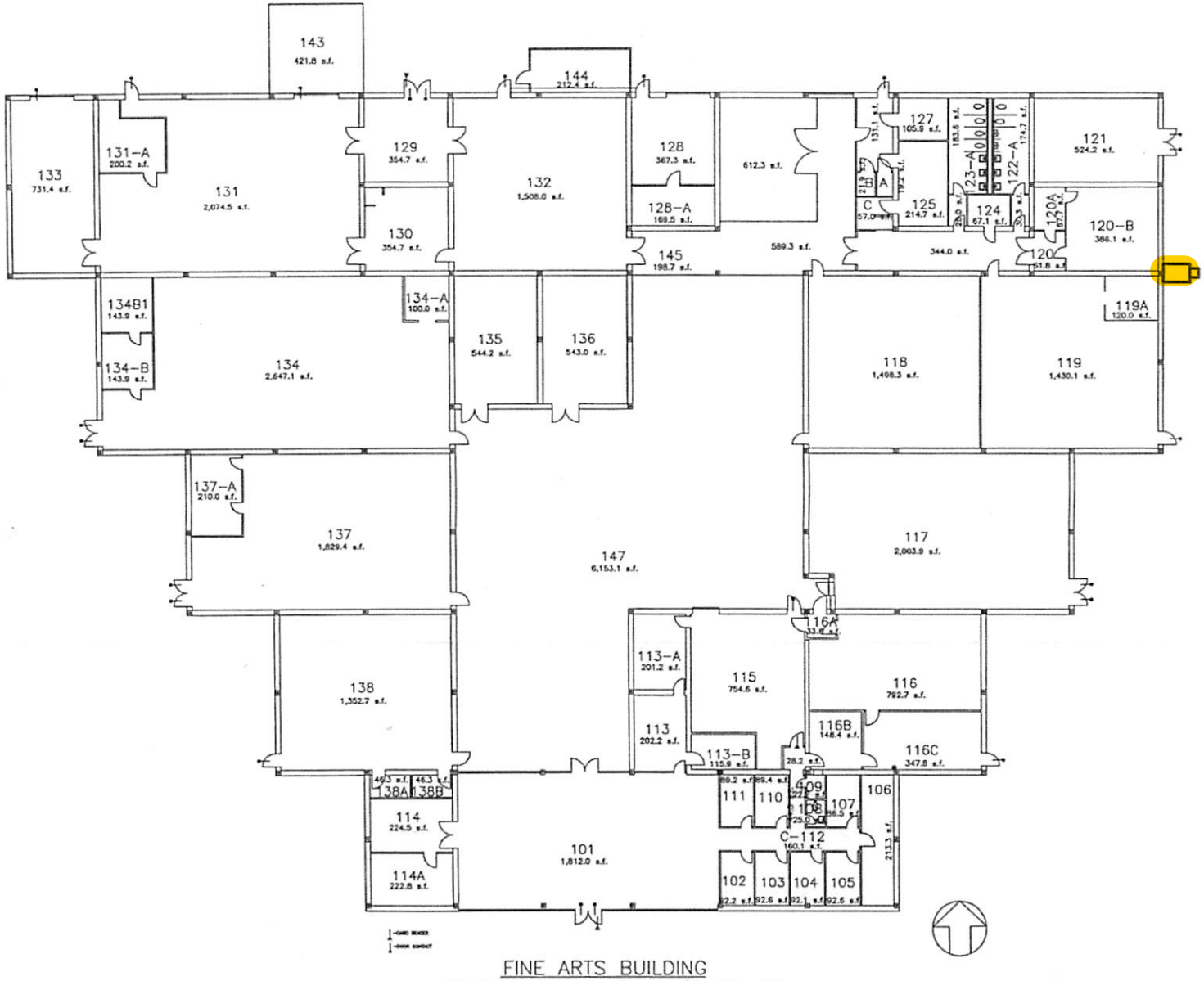
1 FLOOR OF 3 FLOOR

GROSS AREA: 28,881.5 SQ. FT.

USEABLE AREA: 18,401.4 SQ. FT.

UPDATED: 051719 DLH VERIFIED: DLH

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Fine Arts	1	AXIS P3807-PVE	Exterior 1st floor, east side, wall mount	180^0 - parking lot	Rm 116



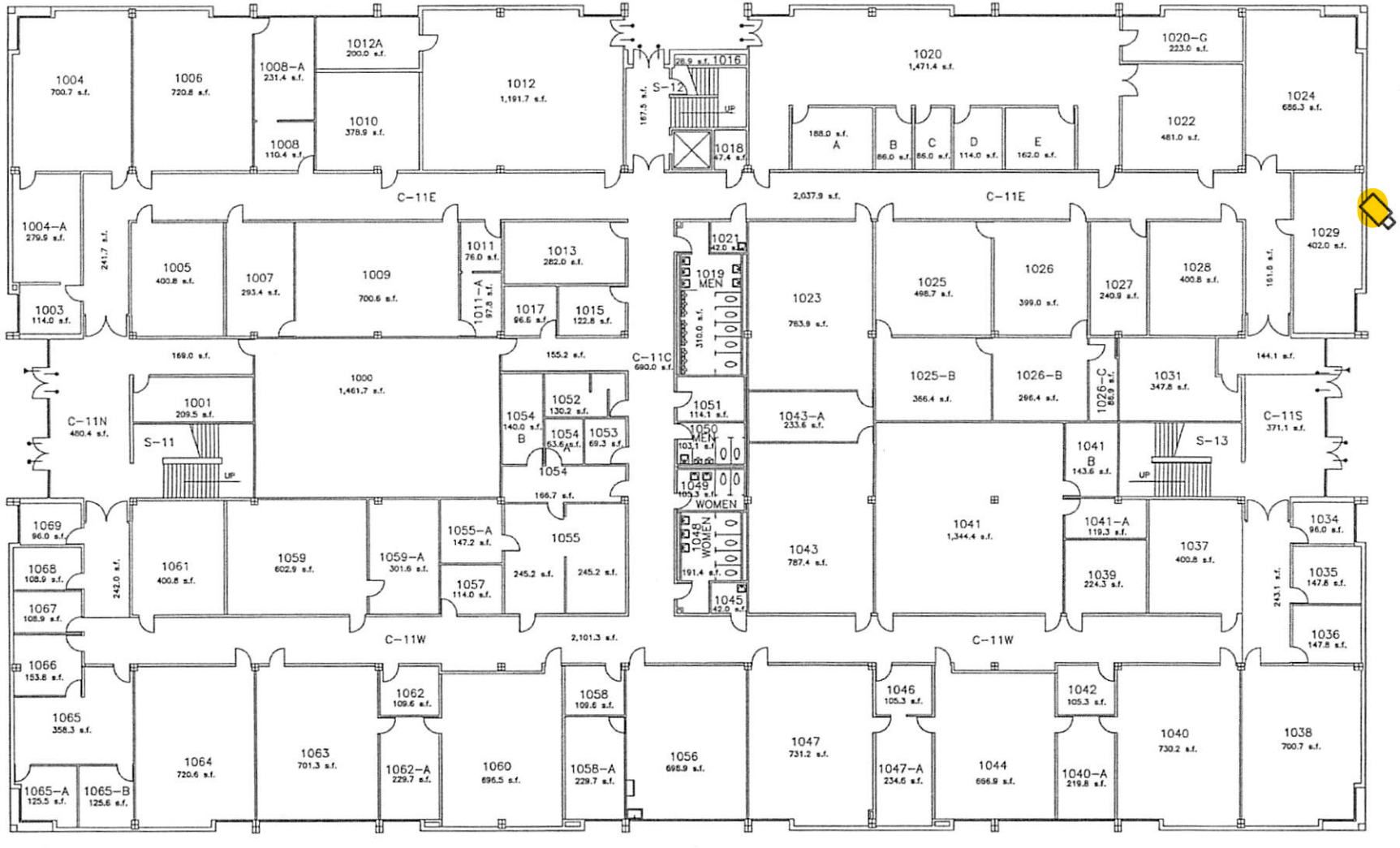
FINE ARTS BUILDING

GROSS AREA: 34,213.2 SQ. FT.

USEABLE AREA: 24,045.3 SQ. FT.

UPDATED: 092713 ALD VERIFIED: RJO

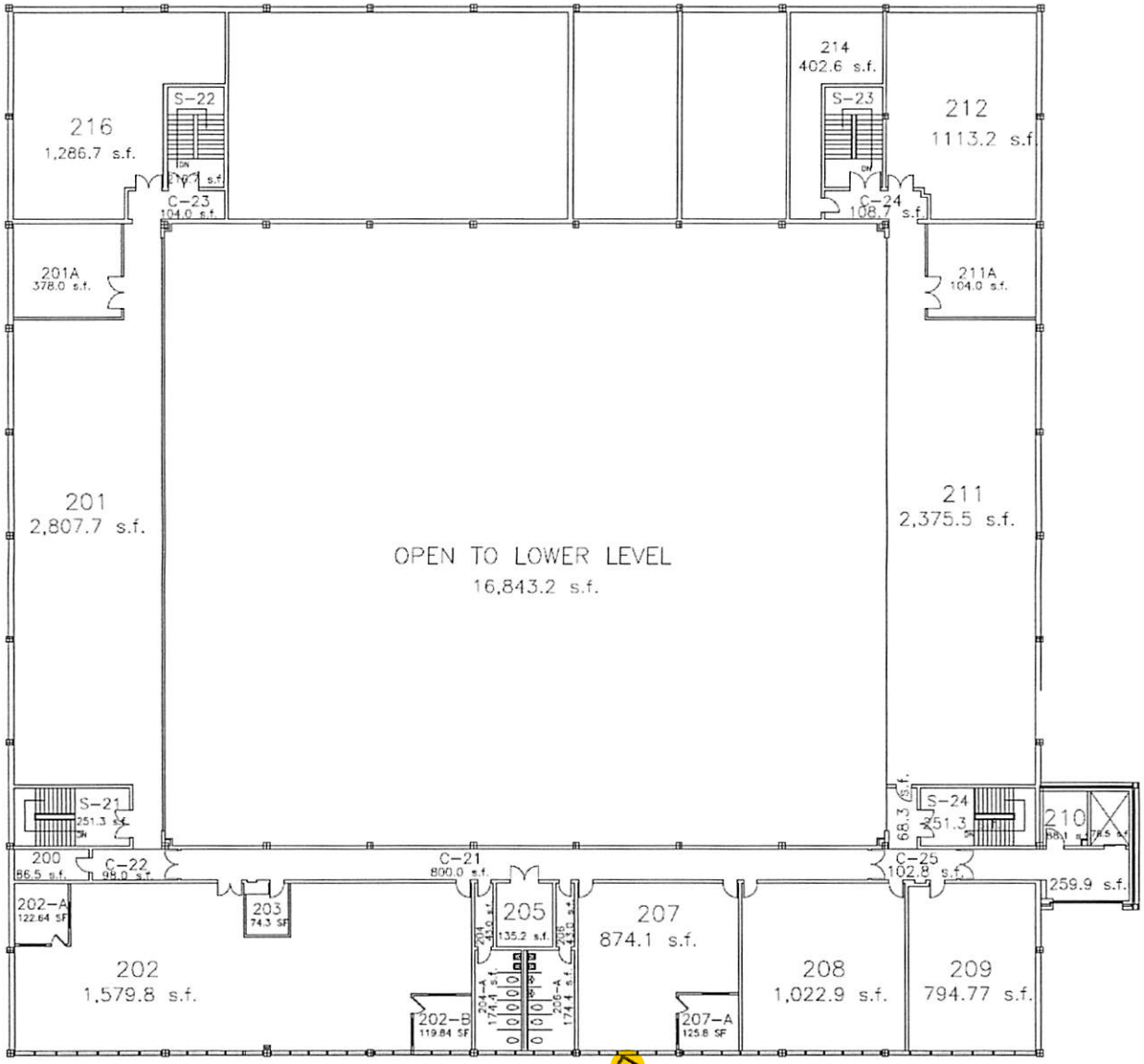
Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Geology/Psychology	1	AXIS P3227-LVE	Exterior 1st floor, near south entrance, wall mount	walkway approaching south entrance doors/service road	Rm 1053



UNO GEOLOGY/PSYCHOLOGY

GROSS AREA: 37,623.8 SQ. FT.
USABLE AREA: 26,792.8 SQ. FT.
UPDATED: 092713 ALD VERIFIED: RJO

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Human Performance Center	1	AXIS P3227-LVE	Exterior 2nd floor, above south entrance, wall mount	walkway approaching south entrance doors/west parking lot	Rm 203



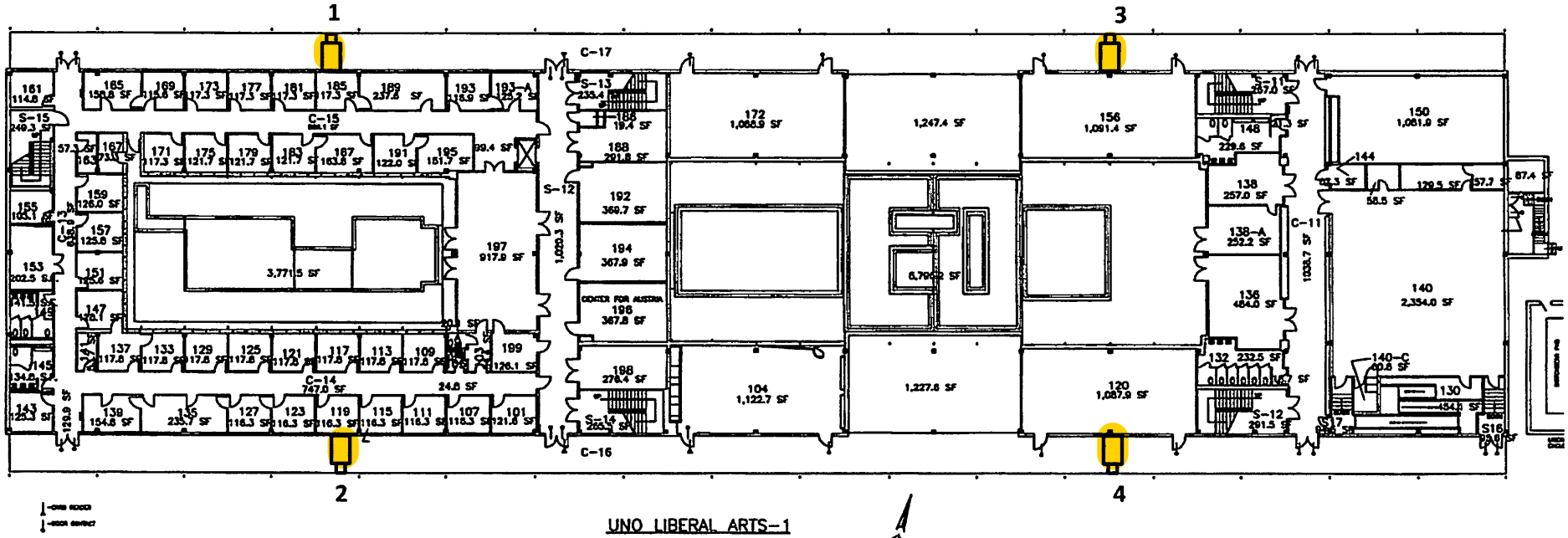
HUMAN PERFORMANCE CENTER – SECOND FLOOR

GROSS AREA: 23,750 SQ. FT.

USABLE AREA: 6,071.2 SQ. FT.
UNUSABLE AREA: 21,088.3 SQ. FT.
SCALE: 3/32"=1'-0"

UPDATED: 081417 DLH VERIFIED: DLH

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Liberal Arts	1	AXIS P3717-PLE	Exterior 1st floor, NW patio near Rm 185, ceiling mount	360^0 - NW area	Rm 201C
	2	AXIS P3717-PLE	Exterior 1st floor, SW patio near Rm 119, ceiling mount	360^0 - SW area	Rm 201C
	3	AXIS P3717-PLE	Exterior 1st floor, NE patio near Rm 156, ceiling mount	360^0 - NE area	Rm 140A
	4	AXIS P3717-PLE	Exterior 1st floor, SE patio near Rm 120, ceiling mount	360^0 - SE area	Rm 140A

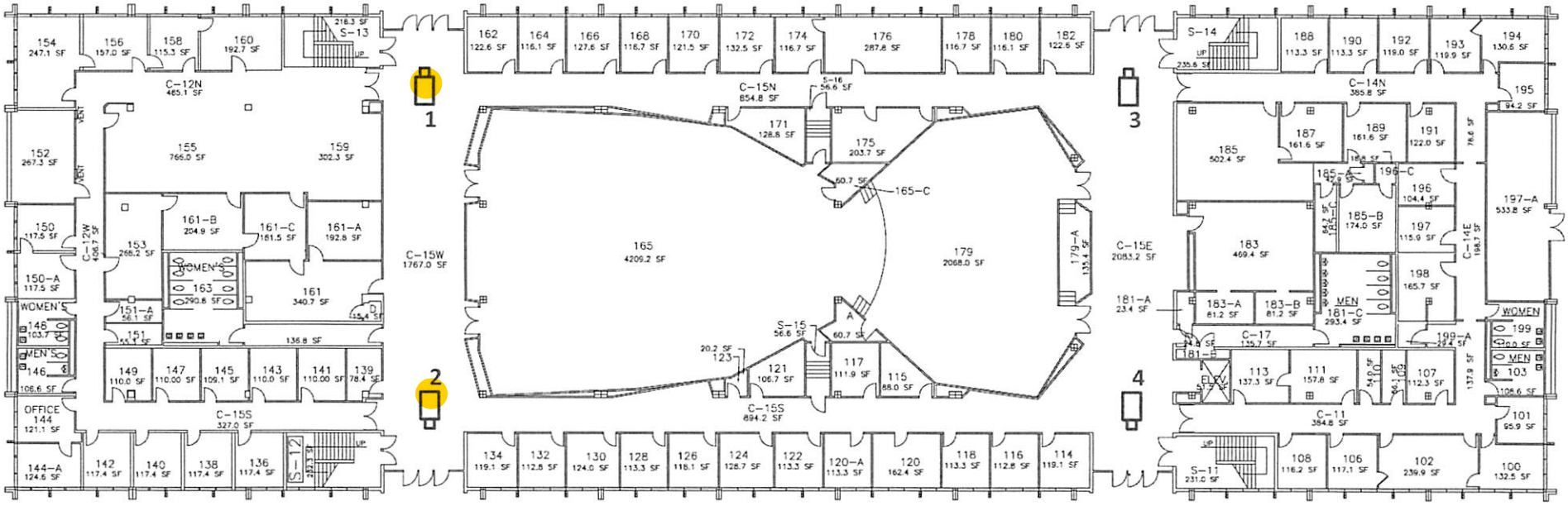


UNO LIBERAL ARTS-1

GROSS AREA: 40,291.1 SQ. FT.
USABLE AREA: 29,298.9 SQ. FT.

SCALE: 1/16"=1'-0"
PLOT DATE: 03-22-00
UPDATED: 100213 ALD VERIFIED: RJO

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Milneburg Hall	1	AXIS P3717-PLE	Interior 1st floor, west entrance lobby, north side, ceiling mount	360^0 - NW entrance, west hallway doors, east hallway, central lobby	Rm 152
	2	AXIS P3717-PLE	Interior 1st floor, west entrance lobby, south side, ceiling mount	360^0 - SW entrance, west hallway doors, east hallway, central lobby	Rm 152
	3	AXIS P3717-PLE	Interior 1st floor, east entrance lobby, north side, ceiling mount	360^0 - NE entrance, west hallway, east hallway doors, central lobby	Rm 269
	4	AXIS P3717-PLE	Interior 1st floor, east entrance lobby, south side, ceiling mount	360^0 - SE entrance, west hallway, east hallway doors, central lobby	Rm 269



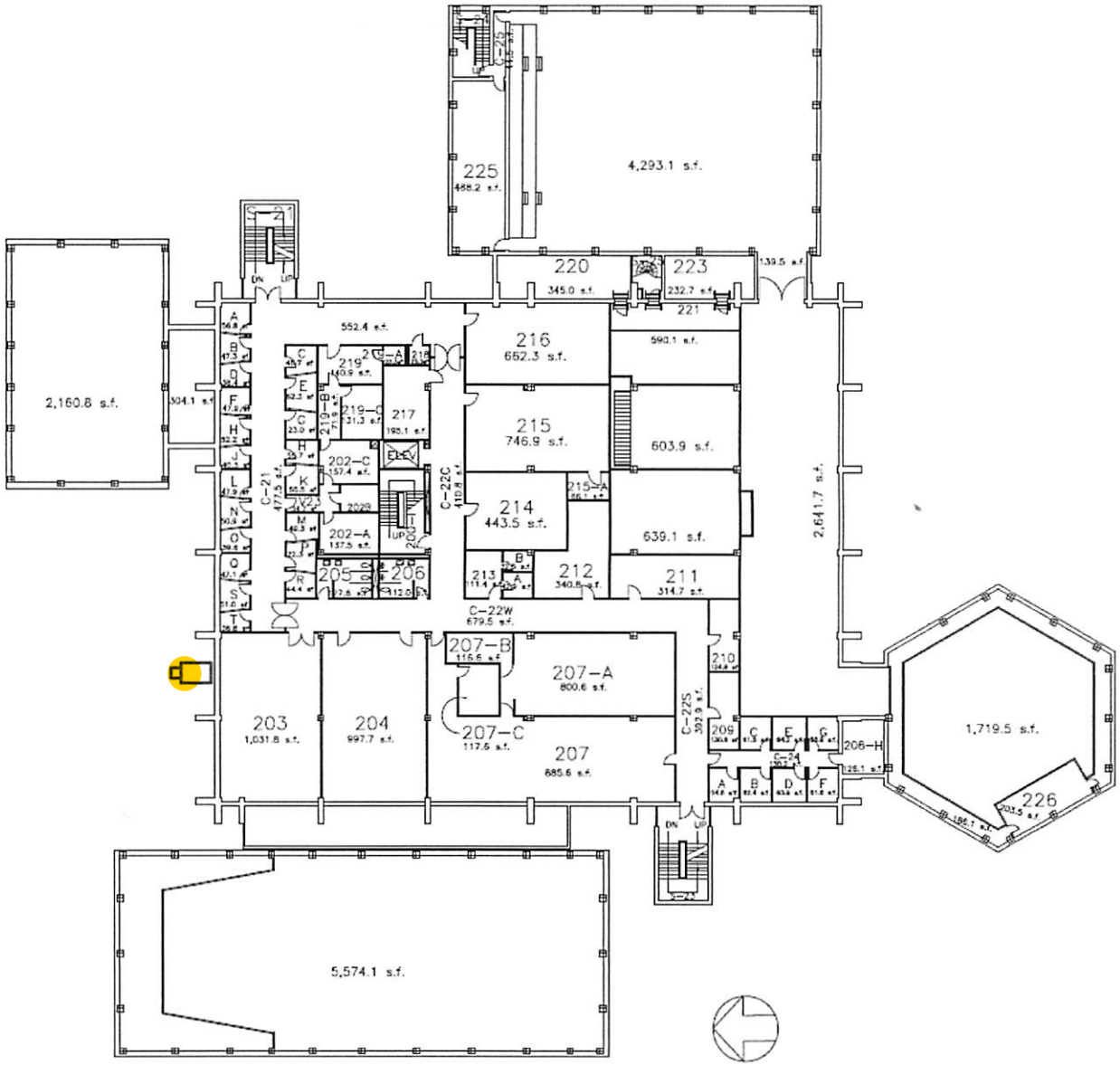
MILNEBURG HALL – FIRST FLOOR

USABLE AREA: 18,013.8 SQ. FT.

GROSS AREA: 30,234.7 SQ. FT.

UPDATED: 051519 DLH VERIFIED: DLH

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Performing Arts Center	1	AXIS P3227-LVE	Exterior 2nd floor, north side, wall mount	walkway approaching north entrance doors	Rm 307B

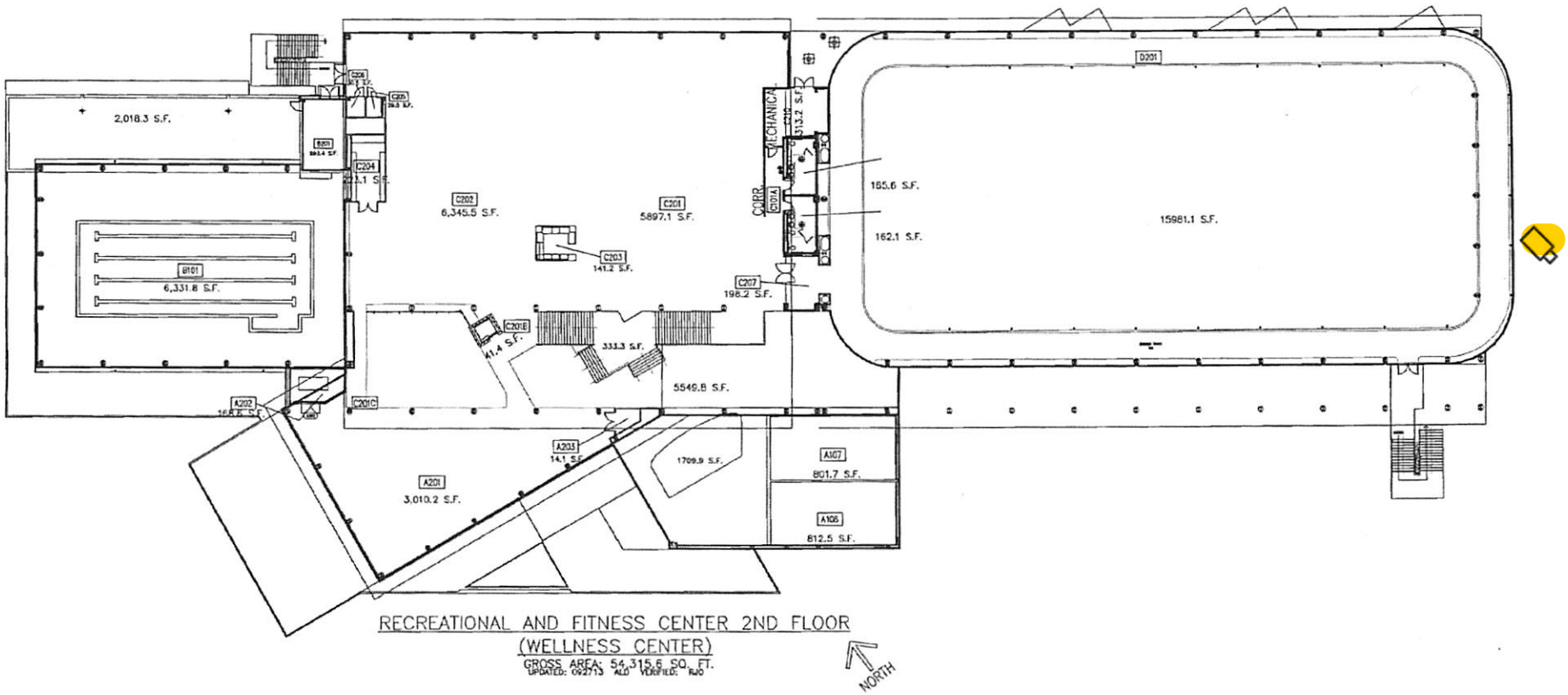


PERFORMING ARTS CENTER – 2ND FLOOR

GROSS AREA: 25,071 SQ. FT.

UPDATED: 092713 ALD VERIFIED: RJO

Building	Camera #	Camera Model	Camera Location	View Requirements	Comm Closet
Recreation & Fitness Center	1	AXIS P3807-PVE	Exterior 2nd floor, east side, wall mount	180^0 - parking lot	Rm 210



RECREATIONAL AND FITNESS CENTER 2ND FLOOR
(WELLNESS CENTER)
GROSS AREA: 54,315.6 SQ. FT.
UPDATED: 092713 ALO VERIFIED: RJO

INSURANCE AND INDEMNIFICATION

Before commencing work, the other party (vendor/contractor and or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A- VI or higher and shall provide evidence of such insurance to the University of New Orleans. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the contractor and identify the agreement or contract number.

A. Worker's Compensation - Statutory - in compliance with the Compensation law of the State. Exception: Employers Liability is to be $1,000,000 when work is to be over water and involves maritime exposure. (A. M. Best's rating requirement mentioned above is waived for workers compensation coverage only.)

B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:

1. Premises - Operations
2. Broad Form Contractual Liability
3. Products and Completed Operations
4. Use of Contractors and Subcontractors
5. Personal Injury
6. Broad Form Property Damage

C. Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

D. Other Party's Professional Liability. The other party shall provide such insurance.
(Minimum limits of $1,000,000). Required in the "Special Conditions" of the contract specification.

E. If at any time any of the policies shall become unsatisfactory to the University of New Orleans as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the University of New Orleans, the other party shall obtain a new policy, submit the same to the University of New Orleans for approval and submit a certificate of insurance as required. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University of New Orleans may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

CHAPTER 7 - Continued

F. All policies and certificates of insurance of the other party shall reflect the following:

1. The other party's insurer will have no right of recovery or subrogation against the University of New Orleans, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.

2. The University of New Orleans shall be named as an "additional insured" as regards negligence by the contractor. (ISO Form CG 20 10 11 85).

3. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.

G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the University of New Orleans, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense 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 other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the University of New Orleans, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.

I. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.

J. All property losses shall be made payable to and adjusted with the University of New Orleans.

K. Neither the acceptance of the completed work nor payment therefore shall release the contractor/subcontractor from his obligations from the insurance requirements or indemnification agreement.

L. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

M. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the contractor/subcontractor may be withheld until those requirements have been met, or at the option of the University of New Orleans, the University of New Orleans may pay the Renewal Premium and withhold such payments from any monies due the contractor/subcontractor.

** EXHIBIT A **

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".**

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the University of New Orleans. At the option of the University of New Orleans, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University of New Orleans, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. 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 University of New Orleans, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds"** as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University of New Orleans, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage proved to the University of New Orleans, its officers, officials,employees, Boards and Commissions or volunteers.

c. The contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University of New Orleans.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A- VI or higher. This rating requirement will be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the University of New Orleans with certificates of insurance affecting coverage required by this clause. 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 University of New Orleans before work commences. The University of New Orleans reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

* * EXHIBIT D * *

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend indemnify, save
Contractor/Subcontractor/Lessee/Supplier
and hold harmless the University, its officers, agents, servants, and employees, including

volunteers, from and against any and all claims, demands, expense 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

_____, its agents, servants, and employees, or any and
Contractor/Subcontractor/Lessee/Supplier

all costs, expense and/or attorney fees incurred by _____
Contractor/Subcontractor/Lessee/Supplier

as a result of any claim, demands, and/or causes of action except of those claims,

demands, and/or causes of action arising out of the negligence of the University, its

agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to,
Contractor/Subcontractor/Lessee/Supplier

provide defense for and defend any such claims, demand, or suit at its sole expense and

agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is

groundless, false or fraudulent.

Accepted by_____
Company Name

Signature _____

_____
Title

Date Accepted_____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract for University of New Orleans

PURPOSE OF CONTRACT:_____