Invitation to Bid

LSUHSC Shreveport

LSU Health Sciences Center

BIDS WILL BE PUBLICLY OPENED:

September 25,2020 02:00 PM

VENDOR NO. :
SOLICITATION : **007174A**
OPENING DATE : **09/25/2020**

Return Sealed Bid to:
Purchasing Department
1501 Kings Highway
Shreveport LA 71130-3932

BUYER : **Rawls, Lorna S**
BUYER PHONE :
DATE ISSUED : **09/14/2020**
REQ. NO : **0069237**
FISCAL YEAR : **2021**

REFURBISHED MOUSE CAGES

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
   DIVERSE SUPPLIER
   (A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS.
   (B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT.
   (C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY:
      (1) THE NAME OF THE BUSINESS;
      (2) ITS PRINCIPAL OFFICE OR ADDRESS;
      (3) THE OWNER(S); AND
      (4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST.
   (D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.
2. FILL IN ALL BLANK SPACES.
3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

_____

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL

VENDOR PHONE NUMBER: **FAX NUMBER:**	**TITLE**	**DATE**
SIGNATURE OF AUTHORIZED BIDDER **(MUST BE SIGNED)**	**NAME OF BIDDER** **(TYPED OR PRINTED)**	

BE REJECTED.

* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.
8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
   PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:
   IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR $100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.
9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED

STANDARD TERMS & CONDITIONS	Page 3 of 6
NUMBER : 007174A OPEN DATE : 09/25/2020 TIME: 02:00 PM	BIDDER:

SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

14. 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 LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.
17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
18. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
19. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.
20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;
    (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
    (3) MISREPRESENTATION BY THE CONTRACTOR;
    (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;
    (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
    (6) ANY OTHER BREACH OF CONTRACT.
21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY 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.
22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
24. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH

DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.
27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.
28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.
29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.
30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.
    DO YOU CLAIM THIS PREFERENCE? YES _____ NO_____
    SPECIFY THE LINE NUMBER (S) _____
    SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____
    (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)
    DO YOU HAVE A LOUISIANA BUSNIESS WORK FORCE? YES _____ NO _____
    IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?
    YES_____ NO_____
    FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
    PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.
31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:
    31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE;
    OR
    31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT;
    OR
    31.3. 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.

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NUMBER : 007174A OPEN DATE : 09/25/2020 TIME: 02:00 PM	BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

1501 Kings Highway
Shreveport LA 71103

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	Refurbished 140 Cage (75JAG) Mouse Micro Vent Rack Specify brand, model bid(if applicable) _____	5.00	EA		
2	Blower, ecoflo, supply (product code: EFS110GRB0-0A4E or equivalent), 115V, touch screen, CFM sensor probe hose included, english Specify brand, model bid(if applicable) _____	5.00	EA		
3	Hose Assembly for Supply Blower, (produce code: 225470 or equivalent) Specify brand, model bid(if applicable) _____	5.00	EA		
4	Clamp, band, stainless steel (product code: HDR00006-3 or equivalent), for use with the supply blower and supply blower hose. Specify brand, model bid(if applicable) _____	5.00	EA		
5	Blower, ECOFLO, Vent (product code: EFV113GLB0-0X00 or equivalent), 115V, interconnect cord included Specify brand, model bid(if applicable) _____	5.00	EA		
6	Hose assembly (product code: 225472 or equivalent), for use with the exhaust blower Specify brand, model bid(if applicable) _____	5.00	EA		
7	Hose Clamp (product code: HDR0006-3 or equivalent) for use with the exhaust blower and hose assembly and includes a 12" stainless steel chain	5.00	EA		

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UNLESS SPECIFIED ELSEWHERE SHIP TO:

1501 Kings Highway
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Line No.	Description	Qty	UOM	Unit Price	Extended Amount
	attachment Specify brand, model bid(if applicable) _____				

** 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 Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**

2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). 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 Agency. The Contractor shall be responsible for all deductibles and self-insured retentions. At the option of the Agency, 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 Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured's" 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 Agency, its officers, officials, employees or volunteers.

b. The Contractor's insurance shall be primary insurance as respects the Agency, its officers, officials, employees, Boards and Commissions or volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, 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 Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

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 has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency 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 Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's 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.