

**Delgado Community College  
Purchasing Department  
501 City Park Avenue, Bldg. 37  
New Orleans, Louisiana 70119  
(504) 762-3027**

**Invitation to Bid**

**Bid Name:**

**40006-10 – Armored Car Services**

**Due by & to be opened on:**

**July 13, 2022 at 2:00PM CST**

**Contact Person:**

**Adrienne Harris**

**Assistant Director Purchasing**

**(504) 762-3028**

---

**NAME OF COMPANY**

---

**ADDRESS**

---

**CITY, STATE, ZIP**

---

**PHONE NUMBER**

**FAX NUMBER**

**EMAIL**

---

**SIGNATURE OF COMPANY REPRESENTATIVE**

---

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

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

## I. GENERAL INFORMATION

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

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

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

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

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

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

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

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

7. Proposer or bidder, contractor, etc. certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred may be viewed via the internet at [www.epls.gov](http://www.epls.gov) .)

**II. BID FORM**  
**40006-10 Armored Car Services**

Delgado Community College was established in 1921 and is the largest and oldest community college in the State of Louisiana. As of the fall of 2021, Delgado has one of the largest enrollments among all higher education institutions in the New Orleans Metropolitan area with 12,301 students enrolled. The student body is comprised of both a commuter student body as well as a developing online learning community & offers both technical and degree seeking opportunities. The college is recognized as a leading contributor to the regional economy and as an innovator among community colleges nationwide. Delgado Community College is a multi-campus community college with seven (7) locations throughout Greater New Orleans area. City Park Campus is the main campus located in the heart of New Orleans next to City Park. The other campus locations include West Bank Campus, Charity School of Nursing, Maritime & Industrial Training Facility (Marine Fire School), Sidney Collier Site, Jefferson Site and River City Site.

**III. INSTRUCTIONS & REQUIREMENTS FOR BIDDERS**

Delgado Community College is seeking a qualified and dependable company for the provision of Armored Car Services for the dates and time listed for the following location City Park Campus located at 615 City Park Avenue, New Orleans, LA 70119. Additional locations may be added to the contract.

**Vendor must provide a total satisfaction guarantee for the term of the contract and commit to a defined level of customer service.**

**WAITING TIME:**

Successful bidder shall provide a minimum of fifteen minutes from the point of contact for transaction to be completed. Travel and parking time will not be counted as a portion of this time.

**NUMBER OF ITEMS/BAGS:**

The college guarantees no minimum number of items and/or bags to be picked up at any time. The vendor will accept and unlimited number of items at no additional cost to the college.

**EXCESS LIABILITY CHARGE:**

An excess liability charge will be incurred at a rate of 0.15 per thousand for pick-ups above \$1,000,000.00 (\$500,000 cash and \$500,000 checks) per occurrence.

<u>Location</u>	<u>Frequency/Time</u>	<u>Price</u>	<u>Destination</u>
CITY PARK CAMPUS	Tuesday & Thursday 11:00 AM – 1:00PM	_____/Month	Liberty Bank and Trust
WEST BANK CAMPUS	Tuesday & Thursday 11:00 AM – 1:00 PM	_____/Month	Liberty Bank and Trust

Extra Pick-Up Charge      Upon Request      \_\_\_\_\_/Trip

Fuel Service Charge      2x's Per Week      \_\_\_\_\_/Trip

Cost for Disposal Bags      Per Box      \_\_\_\_\_/Box

Please state any other additional charges:

---

---

The college will not be charges with any additional fees unless specified in this section.

**TOTAL BID AMOUNT OF ALL LINE ITEMS:** \_\_\_\_\_

Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____		

Bidder declares and represents that a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents, d) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services under this contract, all in accordance with the Bidding Documents as prepared by the College Purchasing Office and Facility Services.

**By signing below, the Bidder agrees that he/she complies with all bid requirements, instructions, specifications, terms and conditions and special conditions as stated in the bid.**

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

*\* Bid must be submitted on this form*

**QUALIFICATIONS:**

Vendors/Contractors Bidding this contract shall have at least Eight (8) years' experience as a security company who transports or offers to transport under armed private security guard from one place to another any currency, jewels, stocks, bonds, paintings, or other valuables of any kind in a specially equipped motor vehicle that offers a high degree of security shall be required to perform the work set forth in the specifications. Each vendor shall present documentation verifying their experience in Armored Car Service. Bidder must complete **Attachment B, References Form** and submit with their bid. Vendor is required to be licensed and certified by Louisiana State Licensing Board as it pertains to this work. Service personnel shall be qualified by training. The Vendor shall be required to provide at the College's request proof of training of Service Personnel.

**PRE-BID/JOBSITE VISIT:**

Not Required for this bid

**ADDENDA:**

Any questions arising from the specifications must be addressed in writing to the individual indicated in Section I, General Information, and will be answered via an Addendum. All questions must be submitted no later than **Wednesday, July 7th, 2022 by 12:00PM CST**. A final 48-hour period after the issuance of the Addendum will be granted for questions which are directly related only to the answers provided in the Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. The Bidder must acknowledge all issued addenda in the space provided on the Bid Form. Failure to acknowledge addenda will render the bid informal and will cause its rejection.

Bid Documents and Addenda may be downloaded from

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=39>

**BID SUBMITTAL:**

Bids must be sealed with the **Bidder's name, license number along with the name and number of the bid clearly written on the front of the envelope** and are to be delivered to the person and location in Section I, General Information by the date and time stated on the title page. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to Delgado Community College physical location **directly** to the College's contact person in the **Purchasing Department by 2:00PM** no exceptions. Faxed or emailed bids are not acceptable. If shipping via express mail, all information as listed above must be on the outside of the shipping packaging. Bids received without this information or after the due date and time will be automatically disqualified.

*In accordance with R.S. 37:2163A, Contractors' License number in the appropriate classification(s) must appear on the bid envelope submitted on all projects in the amount of \$50,000 or more (and \$1.00 or more if hazardous materials are involved).*

Bids must be submitted on the forms furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for this proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with the above requirements will cause your bid to be disqualified.

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

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

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

**MODIFICATION OR WITHDRAWAL OF BID:**

A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 39:1594, F.

Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to Delgado Community College Purchasing Office at the place and prior to the time designated for receipt of bids.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

**BIDDER REPRESENTATION:**

By signing and submitting a bid, Bidder acknowledges that he/she has visited the site, read and understands the Bidding Documents and his bid is made in accordance therewith.

The Bidder is advised to carefully consider all College physical features and activities and occupancies by faculty, staff and students, and to plan activities so as not to disrupt the normal operations and activities of the College except as expressly permitted by the College in writing. The Bidder shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.

Every effort has been made to accurately show all pertinent surface and subsurface features accurately. For self-assurance, the Bidder may examine available drawings and documents related to College premises. Such examinations may be made only in the offices of the College Facility Services as part of the Non-Mandatory Pre-Bid Conference.

The Bidder agrees that his/her bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda. The bid submitted is not based on any verbal instructions contrary to the Bidding Documents and addenda.

**INSURANCE:**

Bidders are to comply with the insurance requirements as stated in Section V of the bid. The provided **indemnification form** (see Attachment A) must be completed and submitted with your bid. Failure to comply with these requirements will result in disqualification of your bid.

The successful bidder will be responsible for ensuring that Delgado receives the required **insurance certificate** after the notice of award (as per terms and conditions) in a timely manner in order to meet the required work expectancy timeframe. No work may commence until a proper certificate is received.

In addition, successful bidder will be required to provide Criminal Crime/Money & Securities coverage with a maximum liability to be \$5000,000.00 with a daily average of \$20,000.00 on deposit pick-up and change delivery. Evidence of coverage must be presented before commencement of services and signed contract. **Please note that the daily average may be higher during peak periods, such as registration.**

END OF SECTION II

### III. TERMS AND CONDITIONS

#### GENERAL TERMS & CONDITIONS:

- A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.
- No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
- Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.
- Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to Delgado Community College physical location **directly** to the College's contact person in the **Purchasing Department by 2:00PM** no exceptions. Delgado Community College is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.
- Delgado Community College reserves the right to reject any and all bids and to waive any informality.
- The College reserves the right to award the above 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 preclude competition.
- The above quantities are estimated to be the amounts needed. In the event a greater or lesser quantity is needed, the right is reserved by the College to increase or decrease the amount at the unit price stated in the bid.
- The College shall have the right to reject any or all bids not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.
- The Bid will be awarded on the basis of the lowest total cost as determined by the College.
- 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 distributor



- Bidder must be a Louisiana licensed contractor who is licensed to perform the work as outlined in the specifications. The Bidder must be fully qualified under any State or local licensing law for Armored Car Service in effect at the time and at the location of the work before submitting your bid. The Contractor shall be responsible for determining that all Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

**CONTRACT TERM & AGREEMENT:**

The term of the agreement will be from the date of award through June 30, 2023 with the option to renew for up to two (2) twelve (12) month periods if mutually agreeable. Contract extensions may not exceed thirty-six (36) months total.

Escalation Clause; Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. The price increase may not be greater than the Consumer Price Index (All Urban Consumers, Current Series) average increase for the prior 12 months. The College reserves the right to approve or disapprove the price increase.

The Form of Agreement between the College and Contractor for the work set forth herein will be the issuance of a contract.

**ADDITIONAL SITES:**

The College reserves the right to add or subtract sites to this contract during the course of the agreement. The College will request the addition/subtraction from the Vendor/Contractor, and a price will be negotiated and agreed upon at that time.

**PAYMENTS:**

Contractor will be paid after work is satisfactorily completed and upon recommendation of the College Representative.

Payment for services shall be made to the Contractor once a month after receipt by the College of an invoice (or invoices) by which the Bidder certifies, and the College agrees, that all the invoiced work was performed in accordance with the specifications. Invoices will not be paid prior to 30 days from receipt of invoice or completion of services/receipt of project.

All invoices should be submitted to the College's Office of Accounts Payable and clearly indicate the Purchase Order Number assigned by the Delgado Purchasing office. Invoices must be accompanied by a service ticket(s) or reference the service ticket(s) if the ticket(s) was already submitted to the Bursar's Office. The service ticket must reference who requested the work. Lump sum invoices will not be processed. All work must be itemized and include a breakdown per the unit pricing if applicable, per the bid.

## **INSURANCE:**

Vendor compliance with the attached insurance and indemnification requirements is mandatory. A completed copy of the **indemnification agreement (Attachment A)** must be submitted with the bid. Failure to do so will result in immediate disqualification of the bid. Upon award, a certificate of insurance must be submitted to Delgado Community College, delineating Delgado Community College as the certificate holder prior to the commencement of any work.

Successful bidder shall be required to provide a certificate of insurance as per the attached insurance requirements. In addition, successful bidder will be required to provide criminal crime/money & securities coverage with a maximum liability to be \$500,000.00 with a daily average of \$20,000.00 on deposit pick-up and change delivery. Evidence of such coverage shall be presented to the Assistant Director of Purchasing before the commencement of the contract. Please note that the daily average may be higher during peak periods, such as registration.

## **TERMINATION OF AGREEMENT:**

- **Termination of this agreement for cause** – DCC may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that DCC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, have begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then DCC may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of DCC to comply with the terms and conditions of this agreement, provided that the Contractor shall give DCC written notice specifying the DCC's failure and a reasonable opportunity for DCC to cure the defect.

- **Termination for non-appropriation of funds** - The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 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.
- **Termination for Convenience** - The College may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for work performed (monthly charges to be prorated) to the extent work has been

performed satisfactorily.

If, for any reason, the Contractor desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the College. Contractor shall perform all work satisfactorily as contracted until the determined termination date

- **Cancellation Conditions** - In any of the following cases, the College shall have the right to immediately cancel the contract agreement due to:

The interruption of operation in any of the contacted facilities or the College beyond its control; failure of the Contractor to maintain a satisfactory performance bond or adequate insurance coverage; wherever the contractor is guilty of misrepresentation; wherever the contract agreement was obtained by fraud, collusion, conspiracy, or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States. In case of default by the Contractor, the College reserves the right to purchase any or all items or services in default on open market, charging the Contractor with any excessive costs. Until these excessive costs are paid to the College, the Contractor shall not do business with the College again.

- **Implementation of Termination** - The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification and be compensated for such work. In the event of termination or reduction in the scope of work by the College, the College shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Contractor's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work. Upon termination as above, the Contract Administrator shall make final determination of the amount due the Contractor for work performed.

#### **INQUIRIES, INTERPRETATION OR CORRECTION TO BIDDING**

Any questions arising from either the specifications and/or jobsite visit must be addressed in writing and will be answered via an Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

#### **DISCRIMINATORY PRACTICES:**

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

Both the College and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race,

color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to ensure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

**SUBCONTRACTORS:**

All subcontractors must be identified and approved in writing in advance by the College. Contractor shall promptly pay all laborers, materialmen, subcontractors and suppliers for work performed pursuant to this contract.

It is the Contractor's responsibility to ensure that his subcontractors are properly licensed and insured and adhere to all rules and responsibilities as outlined in the bid documents.

***END OF SECTION III***

#### **IV. INSURANCE REQUIREMENTS FOR VENDORS**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **2. Workers Compensation and Employers Liability Coverage**

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

#### **3. All Coverages**

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

**D. ACCEPTABILITY OF INSURERS**

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

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

**E. VERIFICATION OF COVERAGE**

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

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

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

**F. SUBCONTRACTORS**

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

**G. WORKERS COMPENSATION INDEMNITY**

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

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

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

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

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

*END OF SECTION V*



## ATTACHMENT A: INDEMNICATION AGREEMENT

### INDEMNIFICATION FORM

\_\_\_\_\_ agrees to protect, defend,  
(CONTRACTOR, VENDOR, LESSEE)

indemnify, save and hold harmless the State of Louisiana, all State departments, Agencies, Boards and Commissions, 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 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,  
(CONTRACTOR, VENDOR, LESSEE)

Servants, and Employees, or any and all costs, expense and/or Attorney fees incurred by

\_\_\_\_\_  
(CONTRACTOR, VENDOR, LESSEE)

As a result of any claim, demands and/or causes of action except those claims, demands and/or causes of action arising out of the negligence of the State of Louisiana, all State department, Agencies, Boards and Commissions, its Agents, Representatives and/or employees.

\_\_\_\_\_ agrees to investigate, handle

(CONTRACTOR, VENDOR, and LESSEE)

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 (claims, etc.) is groundless, false or fraudulent.

Accepted By:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Accepted

Is certificate of insurance attached? \_\_\_\_\_ YES \_\_\_\_\_ NO

***\*\*This form must be completed and submitted with the proposal***

**ATTACHMENT B: REFERENCE FORM**

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	
(Contract Administrator)	

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	
(Contract Administrator)	

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	
(Contract Administrator)	

***\*Form must be completed and submitted with the bid***

**END OF BID DOCUMENTS**