

LA DEPARTMENT OF AGRICULTURE & FORESTRY PLANT INVENTORY (2022/August)

FRONT BEDS/RIGHT OF ENTRANCE DOOR:

15/10" SANSEVERIA  
8/8" POTHOS  
1/14" SCHEFFLERA AMATE

FRONT BEDS/LEFT OF ENTRANCE DOOR:

40/10" SANSEVERIA  
1/14" SCHEFFLERA AMATE  
10/8" POTHOS  
7/14" LEMON LIME WARNECKII  
15/10" DR JC BUSH

FRONT BEDS LEFT OF EXIT DOORS:

90/10" AGS ASSORTED  
10/10" JANET CRAIG  
15/8" POTHOS  
2/14" FICUS ALII

BEDS ALONG WALLS:

55/8" POTHOS  
8/14" RHAPHIS

BED BEHIND SECURITY:

2/21" FICUS BENJAMINA  
4/ 14" FIDDLE LEAF FIG  
8/8" AG WHITE  
14/6" POTHOS PEARLS & JADE

HALLWAYS:

2/14" GIGANTICA  
118/8" POTHOS

BREAK AREA:

2/14" FICUS DR ART BUSH  
6/8" POTHOS UNDERPLANTS  
8/10" AGLAONEMA

ELEVATOR:

1/14" RHAPHIS

TOP OF STAIRS:

2/14" SANSEVERIA

EXTERIOR BEDS:

6/5 GALLON HAWAIIAN BIRDS OF PARADISE  
20/3 GALLON FOXTAIL FERNS  
1/3 GALLON ROBOLINI PALMS  
2/25 GALLON LITTLE GEM MAGNOLIA  
2/7 GALLON JAPANESE YEW BUSHES  
4/1 GALLON LORAPEDULEM  
4/3 GALLON WHITE ROSE BUSHES  
108/4" ANNUAL COLOR  
MULCH

PLANTER IN HALL:

2/10" DR MASS CANE

5/10" SANSEVERIA

20/10" SANSEVERIA

FRONT BED NEAR STAIRS:

16/6" POTHIS

2/10" STROMANTHE TRISTAR

5/10" SANS

25/10" FICUS ELASTICA RUBY

**PROVIDE AND MAINTAIN CONTAINERS AND PLANTS TO THE  
LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY  
PER THE FOLLOWING SPECIFICATIONS:**

**SERVICE**

**Service:** Provide technicians on a regular basis, but no less than every seven (7) days to maintain exterior planters and interior landscape located at 5825 Florida Blvd., Baton Rouge, LA 70806 for the Louisiana Department of Agriculture & Forestry (Agency).

Technicians will perform watering, cleaning, trimming, dusting, staking, wiping containers, adjusting mulch, pest control, soil samples, fertilizing and polishing. Quality assurance personnel provided by vendor shall perform quarterly inspections and annual evaluation of plant materials and accessories.

**Watering:** All foliage shall be watered on an as needed basis. Soil moisture testing shall be performed on planters and individual containers to check for proper moisture content.

**Cleaning and Trimming:** All plants shall be cleaned during normal visits. Dead leaves, unsightly foliage, broken branches, clipping of vines and branches obstructing walkways, removal of all trash, paper, or other debris which has been placed in planters and/or containers, and any other cleaning needed to keep the plants and planters in neat, healthy, and uniform condition shall be performed on a regular basis. Pruning and trimming of plants as required to shape the plant or keep it healthy shall be performed as needed. Technicians shall wipe and clean all planters and containers to keep them clean and reflective of an overall well-manicured image.

**Staking:** Staking or tying of plants to be performed on an as needed basis.

**Cultivation and Mulching:** Spanish moss, cypress mulch or light weight aggregates shall be applied to planters or beds.

**Pest Control:** Pesticides shall be applied as required for the control of disease and insects. Vendor must hold a LA commercial pesticides applicators license. In the event that excessive insecticide spraying is necessary, vendor shall perform this operation before or after regular working hours (7:30 AM – 4:30 PM). Only pesticides and fungicides approved by the LA Environmental Protection Agency (EPA) will take place under the direct supervision of the contractor or his qualified representative.

**Soil and Lighting Testing:**

On a regular basis the vendor will remove several soil samples from random beds, containers and have tested. Adjustments to fertilizer, water, etc. shall be made on the basis of these test results. Lighting tests shall be ongoing and plants shall be removed, changed, or moved after approval of Agency.

**Fertilizer:** Fertilizer shall be applied in relationship to the results of the regular soil testing. Standard applications shall be made monthly in liquid form.

**BUSINESS OPERATIONS**

**Licenses, Permits & Insurance:** Vendor to provide in house degreed and licensed landscape horticulturists and pesticide specialists and possess all permits, licenses and certificates of insurance necessary for the performance of this contract as specified herein and required by all federal, state, parish, and municipal agencies. These licenses, permits and certificates will be obtained and maintained on active status during the duration of this contract. Licenses required include: State Landscape Horticulturalist License, Commercial Pesticide Applicator License and State Contractor's License. See attached insurance requirements.

**Requirements:** Contractor is required to submit at least three (3) similar jobs, in size and scope, as this project, which they currently maintain, and have been doing so for, at least, the last twelve (12) months, including plant material similar to this job. All staff shall wear a uniform which clearly identifies the name of the contractor.

**Schedule:** Although the hours required for each visit vary with the time of year, the vendor shall be on-sight with a regular schedule. Should there be any modifications to vendors schedule due to holidays, illness, etc. vendor must notify the Agency.

**Materials:** Unless otherwise agreed to by the Agency, all materials used shall be new and in the condition to meet the respective purpose.

**Plant Care Information:** No one shall water, trim, care for or attempt any other care of the plants except the vendor.

**Plants:** The vendor shall lease the plants and containers listed on the attached sheets to the Agency for the term of this contract. Rental and delivery/pick-up fees for the use of the plants shall be included as part of the monthly maintenance service fee.

The attached list of plant types, sizes, locations, numbers, and containers shall become a concrete part of the purchase order.

The brand name or model numbers designated are for purposes of identification only and must be interpreted as a statement of preference. Where brands or numbers are used, an approved equal will be acceptable.

The vendor shall not provide care and maintenance of any personal plants.

**Bid Delivery Instructions for the Louisiana Department of Agriculture & Forestry:**

Bids may be submitted by fax or email:

Email: [Shorton@ldaf.state.la.us](mailto:Shorton@ldaf.state.la.us)

FAX: 225-237-5883

Or

Delivered/Mailed to:

Louisiana Department of Agriculture & Forestry

Procurement Division

5825 Florida Blvd.

Baton Rouge, LA 70806

**Publicizing Awards:** In accordance with L.A.C.34:V.335, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

**\*\*ATTENTION\*\***

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must register and enroll in the proper category in LaGov at the following website:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

Enrollment in LaGov provides LaPac email notification of bid opportunities based upon commodities that you select.

**Contract Controversies:**

Any claims or controversies associated with the contract issued as a result of this solicitation shall be resolved in accordance with the Louisiana Procurement Code, R.S. 39:1673.

**Terms and Conditions:**

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.

**Vendor's Forms:**

The purchase order is the only binding document to be issued against the contract. Signing of vendor's forms is not allowed.

**Invoice:**

Invoices shall be submitted to the Department of Agriculture & Forestry. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point.

**Payment:**

Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. Payment will be to vendor and address as shown on order.

**Acceptance:**

Unless otherwise specified, bids on the contract will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified contract period.

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bidder's pricing.

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

**1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**2. Commercial General Liability**

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

**3. Automobile Liability**

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

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

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

**C. OTHER INSURANCE PROVISIONS**

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

**1. General Liability and Automobile Liability Coverages**

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

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

c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage  
The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
3. All Coverages
  - a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
  - b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
  - c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
  - d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, 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 a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

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

#### **E. VERIFICATION OF COVERAGE**

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

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

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

#### **F. SUBCONTRACTORS**

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

**G. WORKERS COMPENSATION INDEMNITY**

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

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

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

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

**I. NO THIRD PARTY BENEFICIARIES:**

Both bidder/Contractor and the State understand and agree that the terms and conditions of this contract are not intended to nor do they confer any rights, benefits, or remedies upon any person or entity other than the parties hereto.

Email address and phone number of authorized individual

**Contractual Period:**

The State of Louisiana intends to award all items for an initial period not to exceed twelve (12) months.

**Contract Renewal:**

At the option of the State of Louisiana and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.



**Increase/Decrease Clause:**

The above quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

**Method of Award:**

The award to be made on an all or none basis to the overall lowest responsive, responsible bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from the award.

**Termination for Non-Appropriation of Funds:**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriation Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation of 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.