

**Delgado Community College
Purchasing Department
501 City Park Ave, Bldg. 37
New Orleans, Louisiana 70119
(504) 762-3031**

Invitation to Bid

Bid Name:

40006-149

Rental of Mops, Aprons, and Linens

Due by & to be opened on:

July 15th, 2024 @ 2:00PM

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
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.

2. Bids may be submitted by facsimile, mail or in person. Mailed bids and hand carried bids shall go to the address in item #1. Do not leave hand carried bids at the front desk. If bids are delivered via an express mail carrier, the bid name shall be on the outside of the 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 can be viewed via the internet at www.epls.gov .)

II. BID FORM
40006-149
Rental of Mops, Aprons, and Linens

Scope of Work:

To provide rental of food service bar mops, kitchen bib aprons (tie at waist), square table cloths, banquet table cloths, dinner napkins (flat pack), and dirty linen bags (including the stand). Vendor must have a computerized record keeping system to ensure that all mops, aprons, tablecloths napkins, and linen bags are being changed out, each week, per the contract for Delgado Community College, City Park Campus located at 615 City Park Avenue, New Orleans, LA 70119.

Quantities:

Amounts stated on the enclosed Bid Schedule are estimates based on current usage. However, no quantities are guaranteed. Quantities may vary from bid quantities. The College reserves the right to increase or decrease quantities weekly as desired. The College also reserves the right to add new locations for these products, as necessary. The College reserves the right to conduct monthly inventories to verify quantities.

Additions to the Contract:

Any additions to this contract shall be made only with the written consent of the Purchasing Department. Any additional items delivered without such consent will not be eligible for payment.

Contract Period:

Initial contract period shall be from date of award through June 30, 2025. At the option of the College and with consent of the Vendor, this contract may be renewed at the same prices, terms, and conditions for two (2) additional twelve (12) month periods. Contract shall not exceed thirty-six (36) months.

Quality and Specifications:

• **Bar Mops (food service)**

Mops must be pure white, single layer cotton, and of the highest quality throughout the duration of the contract period. Mops must be stain-free and wrinkle free with no holes, rips, or tears. Vendor must add new inventory of mops to old inventory on a semi - annual basis. The college will inspect all mops and reserves the right to reject all or part of the delivery. The size of the mops must be 16" x 16".

• **Bib Aprons (food service tie at waist kitchen)**

Aprons must be pure white, single layer cotton or cotton/poly blend with long strings. Aprons must be of the highest quality, pressed (if cotton), wrinkle and stain free with no holes, rips, or tears.

- **Square Tablecloths (foodservice)**

Tablecloths must be pure white (solid colors should be made available for special order), of the highest quality, ironed and starched (if cotton), hemmed at edge, wrinkle, and stain free with no holes, rips, or tears. Tablecloths must be cotton or cotton/poly blend. Square table cloths should be 61" x 61" (+/-1").

- **Banquet Tablecloths (foodservice)**

Tablecloths must be pure white, of the highest quality, ironed and starched (if cotton), hemmed at edge, wrinkle, and stain free with no holes, rips, or tears. Tablecloths must be cotton or cotton/poly blend. Square table cloths should be 61" x 121" (+/-1").

- **Dinner Napkin (foodservice)**

Dinner napkin must be pure white (solid colors should be made available for special order), of the highest quality, ironed and starched (if cotton), hemmed at edge, wrinkle, and stain free with no holes, rips, or tears. Tablecloths must be cotton or cotton/poly blend, lint free, and not faded.

- **Dirty Linen Bags and Stand**

Bag must be nylon or some type of synthetic heavy-duty material approximately H32" x W22" with drawstring in good condition, clean, free of holes, and tears.

Wire Stand must be approximately L18" x W18" x H32" capable of holding a full bag of soiled linens.

Other Charges:

No other charges will be honored by the College unless specifically listed as a part of this bid. Vendors should insert additional lines on the Bid Schedule, if necessary.

Insurance:

Insurance, as per the attached Insurance Requirements are a part of this bid, and evidence of such must be given before work may commence.

Delivery of Items:

Successful bidder shall agree upon a specific delivery time and day with the College. Once set, Vendor will deliver at the same time and day every week. All Vendor deliveries must be signed off on by a designated supervisor after quantities and quality have been inspected.

Shortages:

It shall be the responsibility of the vendor to fill any shortage(s) of the delivered item(s) within 24 hours.

LIST OF ITEMS:

No.	Estimated Quantity	Description	Price Each/Week	Weekly Total
1.*	600/week	16" x 16" Food Service Barmop (bundled in 25 or 50 count)		
	250/week	16" x 16" Food Service Barmop (bundled in 25 or 50 count)		
	100/week	16" x 16" Food Service Barmop (bundled in 25 or 50 count)		
2.**	200/week	Food Service Bib Apron (folded, bundled in 25 or 50 count)		
	100/week	Food Service Bib Apron (folded, bundled in 25 or 50 count)		
	50/week	Food Service Bib Apron (folded, bundled in 25 or 50 count)		
3.	8 bags /week	Dirty Linen Bags and Stand		
4.	(10) As needed	Food Service Square Table Cloth (folded, bundled in 10 count)		
5.	(10) As needed	Food Service Banquet Table Cloth (folded, bundled in 10 count)		
6.	(50) As needed	Food Service Dinner Napkin (flat pack)		
7.		Service Charge		

***Notes: All quantities are estimates based on current usage, no quantities are guaranteed.**

***Item No. 1 - Barmop - 500-600/wk is estimated for 8 months, 200-250/wk is estimated for 2 months, and 50-100/wk is estimated for 2 months.**

****Item No. 2 - Bib Apron – 150-200/wk is estimated for 8 months, 50-100 is estimated for 2 months, and 25-50/wk is estimated for 2 months.**

If cotton, all tablecloths and dinner napkins should be starched.

TOTAL BID FOR ALL ITEMS _____

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

Bidder declares and represents that he; 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***

III. INSTRUCTIONS & REQUIREMENTS

QUALIFICATIONS OF BIDDER:

Bidder must be in business of selling the requested and similar supplies for a period of no less than (5) five years. Delgado Community College reserves the right to make any inquiries and investigations it deems necessary to determine the capability and responsibility of any Bidder to perform the contract work. The Bidder shall furnish all information and data requested by the College for this purpose. Failure of any Bidder to promptly provide information with their bid or in connection with any inquiry may be grounds for rejection of their bid without further consideration.

REFERENCES:

Bidder must complete **Attachment (B), References Form** and submit it with their bid. References should be from companies that the Bidder has provided a similar or larger scale operation based upon volume of products and type of service as required in the specifications.

ADDENDA:

Any questions arising from the specifications or the pre-bid conference must be addressed in writing to the individual indicated in Section I, General Conditions, and will be answered via an Addendum. All questions must be submitted no later than **Friday, July 8, 2024 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 by signing and returning it with the bid or if the bid has already been submitted, per the instructions on the addenda. 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 (if applicable) along with the name and number of the bid clearly written on the front of the envelope, including express mail packaging** and delivered to the person and location in Section I, General Information by the date and time stated on the title page. Bids received without this information or after the due date and time will be automatically disqualified.

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.

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 (if applicable)).

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 read and understands the Bidding Documents and his bid is made in accordance therewith.

The Bidder agrees that his/her bid is based solely upon the materials, specifications and requirements 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.

END OF SECTION III

IV. TERMS AND CONDITIONS

PRICING:

Pricing as quoted in the Invitation to Bid will not be changed during the initial contract year. Prior to any renewal term, the Contractor may request a price change on the scheduled items for that renewal term. Any price increase must be based on documented increased costs and 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 any price increases.

ORDERS & SHIPPING:

Vendor will receive orders for uniforms via faxed or emailed purchase order. All orders must be shipped per the terms and conditions stated in Section II Scope of Work, Deliverables. All shipping/handling and any other charges necessary for the procurement of the listed items must be included in the line item pricing. While it is the intention that all orders will be placed via a College issued purchase order, the successful Bidder must be willing to accept the State's purchasing card if the College elects to order by that method. In certain circumstances a verbal purchase order may be called in only by the head of Housekeeping, Dion Mays, his designee or by the Purchasing Department.

Uniforms are to be delivered to the College's warehouse. Boxes shipped to the warehouse must list the name of the requestor on the shipping label and if ordered via a purchase order, the PO number.

If any uniform is received damaged, vendor will issue a return merchandise authorization for the damaged items and replace it. The cost to send back any damaged merchandise is at the expense of the vendor.

PAYMENT TERMS:

Upon delivery of all materials, the Vendor will submit an invoice to the Accounts Payable department. All invoices submitted for payment, must include the purchase order number and the department for which the materials were ordered. All invoices will be paid on a Net (30) basis. For orders using the State's purchasing card, a packing slip indicating the merchandise has been paid in full must be included in the box.

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.
- Bid openings are subject to any in place Executive Order or revised statute as it pertains to the current pandemic.
- 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.
- Delgado Community College reserves the right to reject any and all bids and to waive any informality.

- It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.
- All shipping, handling, materials, labor or any other charges necessary for the procurement of these materials must be included in amount bid. Charges or Items not listed but necessary for procurement of these items shall be furnished as part of the prices bid. Additional costs disclosed later will be at the expense of the vendor.
- All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be included in the unit price. The College will not be responsible for freight charges not clearly stated as a part of this bid.
- 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. It is the intent of the College to award to a single vendor.
- 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 distributors.
- The Bidder agrees that this agreement and any subsequent contract will be governed by all rules and regulations of the State of Louisiana and that those rules and regulations take precedence over any other terms and conditions.
- Bidder must be able to provide shipping and tracking information for all orders placed if requested by Delgado Community College.
- If item(s) or services bid do not fully comply with specifications, including brand and/or product number or work, bidder must state in what respect the item(s)/services or work deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.
- 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. Vendor must state the brand/model he or she is bidding on each item.

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

- If a vendor wishes to submit an alternate bid in addition to the brand/model requested, he or she may submit one (1) alternate bid. The alternate bid must be a separate submission, must be clearly marked as an alternate, and must include all applicable forms (i.e., jobsite visit). In addition, a separate, signed cover sheet must be submitted with the alternate.

CONTRACT TERM & AGREEMENT:

The term of the agreement will be from the date of award through June 30, 2025, with the option to renew for up to two (2) twelve (12) month periods if mutually agreeable. Contract 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 Bidder agrees that by submitting a bid and acceptance of an award, all terms and conditions as stated in the bid documents will become a contractual agreement between the College and the Bidder.

ADDITIONAL MATERIALS & LOCATIONS:

The College reserves the right to add or subtract supplies and locations 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 with Net 30 terms for any material purchased via a purchase order

Payment for materials ordered via a purchase order shall be made to the Vendor once a month after receipt by the College of an invoice (or invoices) by which the Bidder certifies, and the College agrees, that all material was supplied as per 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. All materials must be itemized on the invoice, lump sum invoices will not be processed.

Any material ordered using the College's Purchasing Card will be processed as any credit card transaction. A packing slip indicating the merchandise has been paid in full must accompany any credit card orders.

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 insure 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:

The Bidder servicing this contract shall be noted as the prime bidder of record with all transactions taking place between the College and the successful Bidder. Any supply subcontracts in place between the Bidder their suppliers are the sole responsibility of the Bidder and in no way will result in any type of contractual agreement between the subcontracted supplier and Delgado Community College.

End of Section IV

VI. 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: INDEMNIFICATION AGREEMENT

_____ **{Contractor/Vendor/Lessee}** agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, 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

_____ **{Contractor/Vendor/Lessee}** its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by

_____ **{Contractor/Vendor/Lessee}** as a result of any claims, demands, suits and/or causes of action except those claims, demands, suits and/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.

_____ **{Contractors/Vendor/Lessee}** agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suites, or causes of action are 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 bid

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)	

***** This Form must be completed and submitted with your bid***

END OF BID DOCUMENTS