

**INVITATION TO BID**

**Bid Number: 242503 Cosmetology Equipment**  
**Bids will be accepted until December 6, 2024 at 9:30 A.M.**  
**Bids Will Be Publicly Opened: December 6, 2024 at 10:00 A.M.**  
Bid Release Date: November 22, 2024



**INSTRUCTION TO BIDDERS**

- 1 **Bids will be accepted until December 6, 2024 at 9:30 a.m. Bid must be submitted to: Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806. Baton Rouge Community College (BRCC) will open all timely submitted sealed bids at its office located at Governors Building, DOWNSTAIRS LOBBY AREA, 201 Community College Drive, Baton Rouge, LA 70806, on December, 6, 2024 at 10:00 a.m., in response to this Invitation to Bid. At 10:00 a.m., all Bids will be publicly opened and read aloud.**
- 2 To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. **Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806** on or before **December 6, 2024 at 9:30 a.m. CST . DO NOT FAX OR EMAIL YOUR BID.**
- 3 All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.
- 4 Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695.
- 5 Bids submitted are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.
- 6 Bids shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594. SEE No. 25.
- 7 By signing this Invitation to Bid, the Bidder certifies compliance with all Instructions to Bidders, terms, conditions, and specifications and further certifies that this Bid is made without collusion or fraud.
- 8 By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133). A list of parties who have been suspended or debarred can be viewed at [www.sam.gov](http://www.sam.gov) .

\_\_\_\_\_  
Signature of Authorized Bidder:  
(Shall be signed and dated)

\_\_\_\_\_  
Company:  
(Typed or printed)

\_\_\_\_\_  
Name, (Typed or Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Payment Terms: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

1 Bid form.

All written Bids shall be submitted on the Bid Forms provided and in accordance with the Bid package and, properly signed. Bids submitted in the following manner will not be accepted:

- A. Bid Instructions and Bid Forms contain no signature indicating intent to be bound;
- B. Bid filled out in pencil;
- C. Bid not submitted on BRCC's standard Bid Package and Bid Form.
- D. Telegraphic or facsimile bids.

2 Receipt of Bids.

Bids shall be received at the address specified in this Invitation prior to Bid opening time in order to be considered. Entire Bid Packages shall be returned. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location specified. BRCC is not responsible for any delays caused by the bidder's chosen means of bid delivery. BRCC is not responsible for late deliveries that make use of BRCC's interoffice mail service.

3 Bid Opening.

Bidders may attend the Bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Unsuccessful bidders submitting a response to the solicitation will be provided a copy of the tabulated results by providing a self-addressed stamped envelope with the original bid package.

4 Withdrawal of Bids.

A bidder may only withdraw a bid within forty-eight (48) hours after a bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid. The bid may be withdrawn by contacting BRCC's Purchasing Department.

5 Standards of Quality.

Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trademark, brand name or catalog number used in the specifications is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. **Bidders shall specify the brand and model number of the product offered in his Bid.** Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation. All products must be ADA compliant.

6 New Products.

Unless specifically called for in the Invitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrated, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the Invitation.

7 Descriptive Information (Equivalency).

Bidders proposing an equivalent brand or model should submit, with the Bid information, such illustrations, descriptive literature, technical data, etc. sufficient for BRCC's Purchasing Department to evaluate quality, suitability, and compliance with the specifications in the Invitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to manufacturer's public specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), Bidder shall state in what respect item(s) deviate. Failure to note exceptions on the Bid form will not relieve the successful Bidder(s) from supplying the actual products 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. **Bidder must state the**

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

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

8 Prices & Delivery.

Unless otherwise specified by BRCC in the Invitation, Bid prices shall be complete, including transportation prepaid by Bidder to destination and firm for acceptance for a minimum of 45 days. Prices are to be bid on unit of measure requested, per roll, per reel, per carton, per gallon, etc., as specified in the Invitation. If accepted, prices shall be firm for the contractual period.

Bids other than Platform Delivery F.O.B. destination may be rejected. Platform Delivery FOB Destination means the successful bidder shall deliver and unload purchased items to the dock of the designated point of receipt. All cartage, drayage, packaging, handling, palletizing, etc. shall be included in the Bid price. Include a packaging list that includes the purchase order number with each shipment.

Bids may be rejected if the delivery time indicated is longer than that specified in the Invitation.

9 Taxes.

Vendor is responsible for including all applicable taxes in the Bid Price. BRCC is exempt from all state and local sales and use taxes.

10 Award.

A purchase order/contract will be awarded to the Bidder who has provided a responsive and responsible Bid at the most favorable Bid Price as determined by the signed Bid Form.

BRCC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all Bids and waive any informalities. The purchase order, faxed, mailed, or delivered to the successful bidder is the official authorization to deliver the materials, supplies or equipment.

11 Invoices.

Invoices shall be submitted to, Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and deliver point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form. Payment will be made on the basis of the unit price as listed in the purchase order/contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities or services.

12 Purchase Order/Contract Cancellation for Cause.

BRCC has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:

- (1) Failure to deliver within the time specified in the contract;
- (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition;
- (3) Misrepresentation by the contractor;
- (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BRCC;
- (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
- (6) Any other breach of contract.

13 Termination of the Purchase Order/Contract for Convenience.

BRCC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

- 14 Termination for Non-Appropriation of Funds  
The continuance of the 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.
- 15 Default of Contractor.  
Failure to deliver within the time specified in the Bid will constitute a default and may cause cancellation of the contract. Where BRCC has determined the contractor to be in default, BRCC reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered.
- 16 Order of Priority.  
In the event there is a conflict between the Instructions to Bidder or Standard Terms and Conditions or Special Terms and Conditions, the Special Term and Conditions shall govern.
- 17 Applicable Law.  
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 18 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.
- 19 Equal Opportunity.  
By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.
- 20 Indemnity.  
Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action or to take other appropriate measures to indemnify, and hold harmless, BRCC and its employees from and against all claims and actions for bodily injury, death or property damages cause by the fault of a contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of BRCC or its employees.
- 21 Non-Exclusivity Clause.  
This agreement is non-exclusive and shall not in any way preclude BRCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.
- 22 Price Reductions.  
Whenever there is a reduction in price which is lower than the contract price offered to similarly situated customers contracting for the same period and under similar terms and conditions, the reduction shall be presented to the Purchasing Department.
- 23 Preference of Louisiana Products.  
In accordance with La. R.S. 39:1604 a preference claim may be made for materials, supplies equipment or products manufactured, produced, grown, or assembled in Louisiana of equal quality. To claim a preference, a Bidder shall fully comply with the requirements and conditions of law and complete the preference statement as part of the Bid Package. Preferences shall not apply to service contracts.

Claiming Preference.

Do you claim a preference? Yes \_\_\_\_\_ No. \_\_\_\_\_

Specify Line Number(s) \_\_\_\_\_

Specify location within Louisiana where product is manufactured, produced, grown, or assembled: \_\_\_\_\_

Do you have a Louisiana business workforce? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes \_\_\_\_\_ No \_\_\_\_\_

Failure to specify above information may cause elimination of preference. Preferences shall not apply to service contracts.

24 Preference for United States Products.

In accordance with the provisions of R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? \_\_\_\_\_ YES

Specify line number(s): \_\_\_\_\_

Specify the location within the United States where this product is manufactured:  
\_\_\_\_\_

(NOTE: If more space is required, include on a separate sheet.)

25 Signature Authority.

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

**PLEASE CIRCLE ONE.**

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS SHOULD BE ATTACHED HERETO.

3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/ AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT SHOULD BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

26. It is the Bidder's responsibility to check the LaPac website frequently for any possible addenda that may be issued. BRCC is not responsible for a Bidder's failure to download any addenda documents required to complete the Invitation to Bid.

27. N/A

28. In accordance with LA Revised Statute 39:1602.1, for a contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

29. Federal Clauses, if applicable:

Anti Kickback Clause – The contractor agrees to adhere to the mandate dictated by the Copeland “Anti Kickback” Act which provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

Clean Air Act – The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders and requirements issued under section 306 of the clean air act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Energy Policy and Conservation Act – The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the energy policy and conservation act (P.L. 94-163)

Clean Water Act – The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Anti-Lobbying and Debarment Act – The contractor will be expected to comply with federal statutes in the anti-lobbying act and the debarment act.

30. Ada Accessibility Requirements

If applicable, the contractor warrants it will comply with federal and state disabilities laws and regulations and also warrants that the products and services provided conform to the applicable accessibility requirements of wcag 2.1 level aa or the most current version (the “accessibility standards”), section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. If at any time, products and services provided under this contract do not fully conform to the accessibility standards, contractor shall immediately advise Baton Rouge Community College (BRCC) procurement in writing of the nonconformance and shall provide BRCC a plan to achieve conformance to the accessibility standards, including but not limited to, an intended timeline for conformance. Contractor further agrees to indemnify and hold harmless BRCC from any claims or damages arising out of its failure to comply with the requirements of this paragraph. Failure to comply with these requirements shall constitute a material breach of this contract and may be grounds for termination of this contract by Baton Rouge Community College.

## **SPECIAL TERMS AND CONDITIONS**

1 Special Award:

-All items will be awarded as all or none.

-This is for a one time purchase. A purchase order will be issued to the successful bidder.

2 Delivery Requirements:  
 -Deliver within 1 week after receipt of purchase order.

**CAN YOU MEET THIS DELIVERY REQUIREMENT? \_\_\_\_\_**

3 Other Instructions:  
 -Vendor submitting a bid shall be in the business covered herein, either wholesale or retail.  
 -Vendor submitting a bid shall be a factory authorized agent for the manufacturer of the equipment quoted.  
 - If quoting an equal, supply supporting documentation for each item. Supply this information in the sealed bid package.  
 - In the event a greater or lesser quantity is needed, the right is reserved by BRCC to increase or decrease the amount at the unit price and terms stated in the bid.

4 Successful Bidder delivers to:     Baton Rouge Community College  
   Acadian Campus  
   3250 N Acadian Thruway E  
   Baton Rouge, Louisiana 70805

Or any other BRCC location as specified in the Purchase Order.

5 BRCC Point of Contact: Bland Washington - [washingtonb@mybrcc.edu](mailto:washingtonb@mybrcc.edu)

10/2016

**BID FORM**

Item Number	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Lexus Backwash unit or Equal	6	Ea		
2	Kate Dryer & Chair Combo or Equal	10	Ea		
3	Icon Styling Chair or Equal	24	Ea		
4	Milan Double Styling Station or Equal	12	Ea		
	Freight	1			
	<b>TOTAL BID PRICE:</b>				

# Specifications for Cosmetology Equipment for Acadian Campus

## **Backwash Unit**

Color: Black  
Chair color: Black  
Width Inside Arms: 22"  
Width Outside Arms: 28"  
Length w/ Legrest at Full Extension: 66"  
Bowl Width: 20"  
Bowl Length: 23"  
Seat Depth: 18"  
Total Height: 39"  
Extra Wide Seat  
Kick Out Leg rest  
Tilting porcelain shampoo bowl with hardware  
Chrome spray nozzle  
Vacuum breaker  
Custom fitting neck rest

## **Dryer and Chair Combo**

980 watt dryer with timer  
Comfort cushions  
Width of Chair: 23.5"  
Depth of Chair: 30.5"  
Height of Chair: 31"  
Seat Height: 18"  
Inside Arm to Arm: 18.5"  
Dryer Hood Inside Diameter: 12.5"  
Dryer Hood Arm Range: 2.25" (Lowest) to 11" (Highest)

## **Styling Chair**

Color: Black  
Base: Standard Round  
Footrest: Silver  
Inside Arms: 19.5"  
Outside Arms: 26"  
Seat Depth: 18.5"  
Backrest Height: 14.5"  
Travel Range: 20" - 25.5" (Top of Seat Cushion to Floor)  
Travel Range Measured on Standard Round Base  
Weight Capacity: 350 lbs. (Hydraulic Rated at 550 lbs.)

## **Double Styling Station**

Color: Gloss Black  
Shelf Color: Silver  
Handle Color: Silver  
Total Height: 78.50"  
Total Depth: 30.25"  
Total Width: 30" (32.5" with Handles)  
Total Width: 56" w/ Drawers Extended on Both Sides  
Mirror: 26" W x 72" H  
Pre-Cut Electrical Hole for a Quad Outlet: 4" x 4"  
Shipping Weight: 410 Lbs.



## EXHIBIT A

### **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.

#### **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 \$1,000,000 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. 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 and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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 accident 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. Commercial 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 Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are 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 for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, 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. All policies must be endorsed to require 30 days written notice of cancellation 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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, agents, employees and volunteers.

### **D. ACCEPTABILITY OF INSURERS**

1. 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 compensation coverage only.
2. 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 within 30 days.

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

1. 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 or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
Baton Rouge Community College  
201 Community College Drive  
Baton Rouge, LA  
Bid # or Project Name
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, 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, owners, 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**

1. 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.
2. 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.