



THE UNIVERSITY *of*
NEW ORLEANS

INVITATION TO BID

**BID NAME AND NUMBER:
TEMPORARY STAFFING TO HANDLE MERCHANDISE SALES
FOR THE UNO ARENA, BTB2856**

**BID OPENING TIME AND DATE:
January 10, 2025 at 2:00 p.m.**

**BUYER:
Troy A Bacino
TABACINO@uno.edu**

RETURN ALL BIDS TO THE FOLLOWING ADDRESS:

**Purchasing Office
Administration Annex 1004G
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-6171
Fax: (504) 280-6297**

General Instructions to Bidders

1 Invitation to Bid

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

2 Authority to Sign

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

3 Read Solicitation

Read the entire solicitation, including all terms, conditions, and specifications.

4 Corrections

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

5 Delivery of Bids

Bids may be submitted in person or by mail. The mailing address, fax number, and e-mail address are listed on the cover sheet. Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

6 Bid Alterations

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

7 Late Bids

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

8 Delivery/Freight Charges

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

9 Taxes

Vendor is responsible for including all applicable taxes in the bid price. The University

of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

10 Payment

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

11 Acceptance

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

Bid Signature

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

_____ Bidder (Company Name)	_____ Mailing Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name	_____ Phone Number
_____ Title	_____ Fax Number
_____ E-Mail Address	_____ Federal Tax ID #

Standard Terms and Conditions

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Auditors

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

Award

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the 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 would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

Bidder Inquiries

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than January 2, 2025 prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

Contrary Terms and Conditions

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Executive Order 11246, Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other

non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

Equivalency

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 the University as to equivalency will be final.

Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

New Products

All products are to be new, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified warranty requirements, and bid prices will include any premium costs of such coverage.

DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? _____
2. Is the bidder a spouse of a legislator? _____
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? _____
4. If the bidder is a corporation, is it a publicly traded corporation? _____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.

Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? YES _____ NO _____

Specify Item Numbers:

Specify location within Louisiana where this product is produced, manufactured, 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 _____

SCOPE OF WORK & SPECIFICATIONS

Scope of Work:

The University Of New Orleans (UNO or University) is seeking bids from a qualified merchandising company (Company or Contractor) to provide staffing to sell novelty items at the University of New Orleans Lakefront Arena (Arena). Qualified merchandising companies must specialize in managing, staffing, selling, performing inventory, and providing settlement reports for concerts, festivals, sporting events, and special events. Staffing will supplement and work in conjunction with the Lakefront Arena employees (food and beverage department) for the above mentioned events. No specific number of events or hours are guaranteed. Scheduling is subject to Arena events and is on an as needed basis. Company will be directly supervised by the Lakefront Arena Manager/Assistant Manager of Food & Beverage.

Sale of Merchandise:

The University of New Orleans will grant Company the right to sell novelty items and other products as identified by the University from time to time during events at the University of New Orleans Lakefront Arena. The University shall determine the schedule for which Company shall provide staffing services to the Arena. All services by the Company shall be performed in an area(s) designated by the University.

Company Representative

Company will designate at least one (1) representative to be responsible for obtaining all merchandise advance information needed for each event. Company Representative shall be onsite for duration of all events to assist in managing provided staff. The Company Representative shall be responsible for overseeing all services to be provided pursuant to this Agreement, including but not limited to (a) scheduling and providing all staff, as needed, per event (b) organizing the staff for each event, (b) relaying communications between staff and Arena, (c) enforcing Arena policies, (d) ensuring all staff is knowledgeable and properly trained to sell merchandise, (e) ensuring the merchandising area is clean and prepared prior to each event, (f) counting inventory with Arena personal prior to and after each event, (g) ensuring the merchandising area is clean and secured after each event, (h) providing settlement reports for each event at the close of the event, (i) working directly with merchandise tour manager, representative or company for each event, and (j) settling directly with tour manager or merchandise representative to match beginning and ending inventory counts until mutually agreed upon. Company Representative will sign off on final

settlements along with the Food & Beverage Manager or Assistant Food & Beverage Manager of the Arena. A Company Representative will be required to be present at all Arena and UNO events at which Company provides services.

Merchandise Stand

Arena shall supply Company will all products to be sold to patrons at Arena and University events. At the beginning of each event, the Company Representative or designated appointee will count inventory and verify the inventory count with an Arena supervisor. It is the Company's responsibility to monitor and supervise all inventory while the event is in session. At the end of the event, the Company Representative or designated appointee shall count the inventory, complete the stand sheet, and an Arena Supervisor will verify after event or next business day.

Company Staff

The Company shall provide staff to sell products at the UNO Lakefront Arena according to the schedule set by the Arena. Arena personnel will provide reasonable training to Company staff for each event scheduled. The Company will be required to have a specified number of staff at each event as determined by the Arena. All staff must be eighteen (18) years of age unless otherwise approved by Arena personnel. Arena personnel will specify a time at which all Company staff must be present prior to each event. If at any time it becomes necessary for Arena personnel to help Company staff work an event because the Company did not provide the required number of staff, the Arena shall deduct from the Company's earnings an amount equivalent to the Arena personnel's hourly wages while assisting the Company's staff. The Company represents and warrants that all services to be performed by its staff shall be performed in a courteous and efficient manner.

All staff sent to work at the Lakefront Arena are subject to a background check with an acceptable level agreed upon by both the Company and the University of New Orleans before working at the Lakefront Arena.

Staff must meet the following criteria:

- Be punctual, articulate, friendly, and able to handle patron situations in an appropriate manner
- Have the ability to work while standing for several hours at a time. (This will depend on the demand of the crowd.)
- Have the ability to work in a fast paced, high volume environment
- Possess a "can do" attitude and a strong ability to work with others

- and provide the highest quality level of customer service
- Must follow Lakefront Arena Rules and Regulations
 - Have the ability to conduct cash transactions and provide change (with counting and math skills), and be able to perform credit card transactions
 - Must be able to count and verify beginning and ending inventories
 - Must clean and organize stand at the end of the shift

Company Requirement

The Company shall have a minimum of ten (10 years) providing event management and employees/staff in an arena concert or festival setting for a minimum of twenty (20) concerts or festivals during that timeframe. (Up to two (2) venues are acceptable to get to the minimum of twenty (20) concerts, and provide four (4) references in such venues. Events capacity must be similar to or greater than the Lakefront Arena (8,000+).

The Company shall be fully capable of independently providing up to twenty (20)+ employees for any one concert or event at the Lakefront Arena. Company shall provide at least two (2) references and events where company independently provided twenty (20)+ employees for a specific event(s).

All references shall be submitted with Company's bid.

Equipment Specifications

The Arena will provide tables, upon advanced notice. Arena will also provide credit card machines that must be used by Company staff for all transactions. Company is responsible for bringing all other equipment needed. Ownership of any equipment, and risk of loss, shall remain with the Company. However, the University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. Equipment or supplies not removed from the Arena on termination of this contract, after ten (10) days written notice to the Company, may be removed and placed in storage by the University. All cost of removal, storage, product, and revenue loss shall be the Company's.

Uniforms

All Company staff must wear an appropriate uniform approved by the Lakefront Arena while performing services. Exact uniforms will be discussed and agreed upon prior to the event. Cut-off t-shirts, halter tops, or revealing clothing showing excessive skin is prohibited. Non-slip, closed toed shoes are required.

Parking

Company staff may park in the designated parking section towards the arrear of the Arena and can be directed to such or an alternate location upon arrival. Parking will be at no cost to the participants.

Cash Handling Procedures

Company staff will follow the cash handling procedures specified by the Arena. Please note that all cash shortages will be deducted from the Company's final commission and all overages will be kept by the Arena with no exceptions.

Payment for Services

The University shall pay to the Company the commission percentage of each month's gross revenue on all merchandise items sold on or before the tenth day of the following month. Accurate records of sales per event shall be furnished upon the completion of each event to the Lakefront Arena Food & Beverage Manager.

Sales Commissions

Sales commissions shall be paid by the University to the Company based on a percentage of GROSS REVENUES (net of applicable sales taxes and credit card fees) on all items sold. The term GROSS REVENUES as used in this agreement shall be defined in accordance with Black's Law Dictionary, Fifth edition, as "Receipts of a business before deductions for any purpose except those items specifically exempted."

For the purpose of this agreement, only deductions for sales taxes and credit card fees shall be exempted when computing GROSS REVENUES.

Company shall be responsible for all shortages and any such amounts will be deducted from the commission payment.

Venue and promoter merchandise percentage split rates may vary from event to event.

Bid

Each bidder will fill in below exactly what percentage it will accept as payment. Bids will be ranked from lowest to highest percentage.

State Sales Commission Percentage Here: _____

(This will be the commission percentage due the Company)

Note: Sales Commission Percentage's shall not exceed 10 percent (10%) to be considered.

Award:

Award will be based on the lowest percentage of sales commissions.

Deficient Services

In the event Arena determines, in its sole discretion, that there is a deficiency in the services performed by the Company, Arena shall notify Company of such deficiencies and Company shall promptly take steps to correct such deficiency.

Signs and Decorations

Company will neither post nor erect any decorations, signs, advertisements, or posters of any kind or description without prior written approval from the University.

Assignment

This Agreement may not be assigned by Company without the prior written consent of the University of New Orleans.

Termination for Cause

Arena may terminate this Agreement immediately if:

- A) Company breaches any terms of this Agreement
- B) There exists any material deficiency in Company's services which remains unremedied after notice by Arena is given to Company of the deficiency
- C) Company refuses to staff the merchandise stand for one (1) event
- D) Any other situation which, in the sole discretion of the Arena, makes continuation of this Agreement detrimental to the interest of the Arena

Termination for Convenience

The Arena may terminate the contract at any time by giving thirty (30) days written notice to the Company of such termination. The Company shall be entitled to payment for services already rendered.

Termination for Non-Appropriation of Funds

The continuance of the Agreement 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 agreement, 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 Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Compliance with Laws

Company will comply with all applicable Arena, University, Local, State, and Federal laws and regulations. Company shall indemnify and hold harmless Arena from any and all liability or claims arising from a violation of any Federal, State, or Local laws and/or regulations by Company or Company's staff in the performance of the services under this Agreement.

Additional Requirements

The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in a condition satisfactory to the University. The Company shall adhere to the highest standards of cleanliness and sanitary practices. The Company will insure that all of its staff servicing the Arena conduct themselves in a professional manner. The University shall reserve the right to request the removal/replacement of any staff of the Company whose actions the University feels are contrary to the best interest of the University. All labor and delivery vehicles are to be provided by the Company. The Company shall meet regularly with the Food & Beverage Manager of the Arena to review operations and will cooperate at all times to maintain maximum efficiency and good public relations with patrons of the Arena.

On the request of the Company or the Arena Management, a meeting may be called to review each month's statement and discuss any problems and mutually agreed on courses of action to improve the results of the required services in this contract.

Applicable Law

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Louisiana.

Miscellaneous

This Agreement constitutes the entire understand and agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior negotiations, understandings, and agreements, whether written or oral, with respect thereto. This Agreement may not be amended or modified, nor may any of its provision be waived, except by a writing executed by both of the parties hereto, or, in the case of a waiver, by the party waiving compliance. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent permissible by law.

Insurance and Indemnification

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
University of New Orleans, Its Officers, Agents, Employees and Volunteers
2000 Lakeshore Drive, New Orleans, LA 70148
Contract #:

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 University of New Orleans, 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 University of New Orleans, 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 University of New Orleans 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.

INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, the University of New Orleans, 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/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} 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 University of New Orleans, its officers, agents, servants, employees and volunteers.

_____ {Contractor/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, suits, or causes of action are groundless, false or fraudulent. The University of New Orleans 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.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Bid BTB2856 for the University of New Orleans

Special Terms and Conditions

1. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from date of award through June 30th of the initial contract year. Renewals will be from July 1st through June 30th of the remaining contract years. Contract shall not exceed sixty (60) months. First year contract term will be One calendar year form date of award.
2. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
3. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the University. It shall also be specifically agreed and understood that the decision of the University shall be final.
4. Award to be made on an all-or-none basis.
5. Insurance: Successful bidder shall be required to provide a certificate of insurance as per the insurance requirements stated in this bid. In addition, successful bidder will be required to provide a blanket Crime Insurance Policy with a minimum of \$75,000.00 per occurrence for employee theft and endorsed to include the State of Louisiana, University of New Orleans, its Officers, Agents, Employees and volunteers as a named insured. Evidence of such coverage shall be presented to the University of New Orleans Purchasing Department before commencement of work.