



THE UNIVERSITY of
NEW ORLEANS

OFFICE OF PURCHASING

ADDENDUM # 1

Monday, June 2, 2025

TO: ALL BIDDERS

Reference: QUOTE NUMBER QTB2880: BUS TRANSPORTATION FOR HURRICANE EVACUATION
BID OPENING: JUNE 16, 2025 @2PM

The following information becomes a part of the specifications of the above referenced Invitation to Quote.
Questions from bidder:

Who is the current transportation provider or providers? There is no current supplier.
What are the current rates with current vendor (s) Contract attached.
. Are you able to provide a copy of agreement with the current vendor? see attached.
Can this bid be awarded to multiple vendors? Award to one vendor but UNO has the right to call the next lowest bidder if the low bidder cannot perform.
. Is there a minimum number of days for this job because usually other counties/cities request for 05 days minimum? The contract term July 06, 2025 through June 30, 2026.
How many buses/vehicles are needed? 3 buses
Can the University of New Orleans provide fuel/accommodation/meal and others for the staff and drivers? No. all cost must be included or make note on bid for all expenses.

All bidders should acknowledge receipt of this addendum in submitting their Bid. Failure to do so maybe cause for rejection of Bid without further consideration.

Troy A Bacino
Assistant Director

ACKNOWLEDGMENT OF ADDENDUM

(bidder)

(authorized signature)

(address)

(printed or typed)

Hotard Coaches, Inc.

2838 Touro Street, New Orleans, LA 70122
 504.942.5700 sales * 504.942.5725 dispatch * 800.356.6831
 charters@hotard.com * dispatch@hotard.com

Hurricane Evacuation Transportation Contract

This agreement has been entered into by and between Hotard Coaches, Inc. and

Company name: University of New Orleans

Contact person: Carolyn M. Goiz Title: Associate Vice President of Student Affairs

Address: 2000 Lakeshore Dr., Univ. Center 248, New Orleans, LA 70148

Phone: 504-280-6222/504-280-7365 Email Address: cmgolz@uno.edu

of buses in contract: 3

The retainer fee has been waived for these 3 buses. Three 55-passenger motorcoaches are on standby for Hurricane Evacuation Transportation as needed from July 1, 2023 through June 30, 2024. The contract is not valid until a signed contract is received by Hotard Coaches.

In the event the motorcoach is needed to evacuate individuals due to impending hurricane landfall, requests for evacuation service must be made no later than 4 days prior to forecasted storm landfall, and transportation service must commence no later than 72 hours prior to forecasted landfall. For the safety of our drivers, equipment, and your passengers, evacuations will not commence within 72 hours of landfall.

Onsite/Day of Service contact person: Carolyn M. Goiz, AVP of Student Affairs

Cell Phone: 312-339-0612 Email Address: cmgolz@uno.edu

Origination location-name and address: UNO Student Affairs, 2000 Lakeshore Dr., Univ. Ctr 248, New Orleans, LA

Evacuation destination-name and address: Millsaps College, 1701 N State St, Jackson, MS 39210 - 1st choice
Grambling State University, 403 Main St, Grambling, LA 71245 - 2nd choice

The fee for charter transportation service is \$1,800.00 per motorcoach, for up to 60 miles from our bus yard to your origination (pick up) location then to your evacuation destination, and \$15 per additional mile of service. This fee includes 1 pick up location and 1 destination, no stops en route, and includes up to 1 hour for loading at your pick up location and 30 minutes unloading at your destination.

~Return service from your evacuation destination to origination location may not take place until one week after landfall, request must be made a minimum of 48 hours prior to need and is based on driver and vehicle availability. If evacuate transportation is not needed and this contract is not activated 72-hours prior to landfall, any other transportation needs will be based on vehicle/driver availability. The fee for return transportation service is \$1,800.00 per motorcoach, for up to 60 miles from our bus yard to your pickup (evacuation destination) location then to your origination location, and \$15 per additional mile of service. This fee includes 1 pick up location and 1 destination, no stops en route, and includes up to 1 hour for loading at your pick up location and 30 minutes unloading at your destination.

Signed: [Signature] Date: 6/30/23

Gregory Verme

Gregory Verme

~Per DOT (Department of Transportation) Regulations, your driver is only allowed to drive a total of 10 hours, but no more than 600 miles, in an 18-hour period. He/She will need at least 8 hours off before driving again. He/She is allowed to be on duty (but not driving) for up to 15 hours per day.

~Drivers are not allowed to physically lift, pick up, and/or carry any passengers onto or off of the motorcoach. You must supply staff to provide this service, if needed.

~ADA Wheelchair lift-equipped motorcoaches are available, if needed. Each vehicle can accommodate 2 wheelchairs in the cabin. Each wheelchair removes 4 passenger seats. Wheelchair Lift platforms are 33" by 51" and can carry up to 600 lbs., including the wheelchair and passenger.

** See below - Additional*
By signing below, you agree to all the conditions of this contract on both Page 1 and Page 2.

Signed: *James Valle* Date: *5/30/23*

For Hotard Office use:	
Signed Contract Received:	_____
Retainer Received-date:	_____
Amount: \$	CM #: _____

All terms, conditions, and specifications of the University of New England Bid No. 651-2754 - Provision of Charter Bus Service (Mileage) for American Evangelists shall apply to this contract.
AM



THE UNIVERSITY *of*
NEW ORLEANS

INVITATION FOR BID

**BID NAME AND NUMBER: BID NO. QSV2754
PROVISION OF CHARTER BUS SERVICES (MOTOR
COACHES) FOR
HURRICANE EVACUATIONS**

**BID DUE DATE:
March 29, 2023 at 1:00 p.m.**

**BUYER:
SUSAN VARBLE
sfvarble@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 by email, mail, in person, or by facsimile. Emailed bids must contain the Bid Number and Name in the subject line. Facsimile bids must contain a cover sheet with the Bid Number and Name on it.

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.

Hotard Coaches, Inc.
Bidder (Company Name)

2838 Touro Street
Mailing Address

Callen Hotard
Authorized Signature

New Orleans, LA 70122
City, State, Zip Code

Callen Hotard
Printed Name

504-940-5700
Phone Number

CEO
Title
shamm@hotard.com
E-Mail Address

504-944-8650
Fax Number
72-0699320
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 Friday, March 24, 2023. 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.

Governing Law

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

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? NO

2. Is the bidder a spouse of a legislator? NO

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? NO

4. If the bidder is a corporation, is it a publicly traded corporation? NO

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 _____

SPECIFICATIONS

Definitions

Bidder – Any person or company who submits a response to the University's Invitation for Bid

Contractor/Vendor – The person or company who contracts with the University of New Orleans to perform the work as called for on these documents

May – The term "may" denotes an advisory or permissible action

Must – The term "must" denotes mandatory requirements

Shall – The term "shall" denotes mandatory requirements

Should – The term "should" denotes a desirable action

State – The State of Louisiana

University – The University of New Orleans

Will – The term "will" denotes mandatory requirements

Scope of Work and Contract Term

The University of New Orleans will contract with Successful Bidder to provide charter bus services (motor coaches) for hurricane evacuation service for the period July 1, 2023 thru June 30, 2024. Depending upon the storm track, the evacuation site will vary between Millsaps College in Jackson, Mississippi (191 miles from the University of New Orleans or Grambling University in Grambling, Louisiana (318 miles from the University of New Orleans).

Company Requirements

Successful Bidder must meet the following minimum requirements:

- Company must be at least two (2) years old and must be presently engaged in the business of providing bus transportation.

Equipment Requirements & Specifications

All buses must meet the following minimum specification:

- Successful vendor will not cancel the contract during the dates specified in the contractual agreement (July 1, 2023-June 30, 2024).
- Successful vendor will provide charter bus services (motor coaches) in the event of a hurricane evacuation, a city-wide blackout, or state of emergency. Successful vendor must have the capacity of vehicles to provide this service.
- Successful vendor will guarantee provision of three (3) passenger motor coaches seating 50 to 55 people on vendor's premise at all times, and available for use by the University. The University reserves the right to reserve only one (1) motor coach with a 24-hour notice.
- Successful vendor will provide clean, quality, safety inspected motor coaches with restroom facilities.
- Successful vendor must have at least one (1) ADA compliant motor coach in his fleet and available for use.
- Successful vendor will provide evidence of an active drug and alcohol-testing program for motor coach drivers.
- Successful vendor must have a satisfactory rating from the Louisiana Department of Transportation.
- Successful vendor must have a satisfactory rating from the Louisiana Department of Transportation.
- Successful vendor must be a United States Department of Defense (US DOD) safety certified passenger transport company.
- Successful vendor will provide a standard emergency response time, on-call mechanic, and ^{24/7}~~14/7~~ dispatcher contact.
- Motor coach should be equipped with properly functioning air conditioning and heating system
- All mechanical equipment must meet industry standards
- All tires must be in excellent condition

In addition, successful bidder must supply handicap accessible buses upon request.

Note: The University reserves the right to inspect all buses bld before any award is made.

Replacements

Successful Vendor must be able to provide a replacement vehicle within one (1) hour of notification by the University.

Permits, Licenses, Taxes, Etc.

Successful bidder will be solely responsible for any and all permits, licenses, and/or taxes associated with performance and requested services.

Tolls

All tolls will be the responsibility of the University.

Driver Requirements

The University will require a Driver for all charter trips. All Drivers must dress appropriately, and present themselves in a professional manner at all times. All meals necessary during the course of the trip will be the sole responsibility of the Driver.

Emergency Contact

Successful bidder must provide a contact name and telephone number for emergencies. Please list the emergency contact information below:

Name: On Duty Dispatcher

Phone: 504-942-1572

Schedules

The University reserves the right to cancel ~~and/or add~~ a trip to the schedule (with adequate notification to successful bidder) without additional charges to the University. Adequate notification is defined as ~~24~~ hours before the addition/cancellation.

If adding a trip, there are charges. (72)

Insurance

Insurance requirements, as per the attached sheet(s) are required as a part of this bid. Vendor must provide a certificate of insurance to the Director of Purchasing prior to any start of services(s).

Contract Termination

Termination for Cause

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

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

Termination for Convenience

The University may terminate the contract at any time by giving sixty (60) days written notice to Contractor of such termination or negotiating with Contractor an effective date. Contractor shall be entitled to payment for services rendered to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds

The contract is contingent upon appropriations of funds from the U.S. Department of Education.

Special Terms and Conditions

1. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere.
2. If bidding other than the specified brand/model, a sample must be submitted with the bid.
3. Sample(s) must be submitted with the bid. Packages shall be clearly labeled with the bid number/name and bid opening date. Each individual sample within the package must be clearly labeled with the manufacturer's brand name and number, and item reference. Samples must be furnished free of expense to the University.
4. The above quantities are estimated to be the amounts needed. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount at the unit price stated in the bid.
5. If the Vendor fails to make delivery within a satisfactory time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
6. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
7. 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.
8. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for

delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.

9. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the University.
10. Vendor compliance with the attached Insurance requirements is mandatory, and evidence of such compliance should be submitted with the bid. Failure to do so may result in immediate disqualification of the bid.
11. *duplicate* Vendor compliance with the attached Insurance requirements is mandatory, and evidence of such compliance must be submitted before work can commence.
12. In case of default by the Vendor, the University reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.
13. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
14. 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.
15. All items bid must comply with the Louisiana Pesticide Law.
16. Vendors are advised that all hazardous products must be accompanied by a "Hazardous Materials Data Sheet". This sheet must also include suggested antidotes for ingestion and other contact.

17. Award to be made on an all-or-none basis.
18. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year 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 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.
19. Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

BID SCHEDULE

State Type of Vehicle(s) Provided Here: (must include make, model, year, and passenger capacity - attach additional sheets if necessary)

2018 MCI J4500 motor coach - 56 passengers
seating capacity is reduced to 50 on ADA
lift equipped vehicles when wheelchairs are
placed in the passenger cabin

State Price Per Bus for Roundtrip Charter Bus from the University of New Orleans to Millsaps College in Jackson, Mississippi (191 miles from the University of New Orleans).

\$7530.00 per bus

State Price Per Bus for Roundtrip Charter Bus from the University of New Orleans to Grambling University in Grambling, Louisiana (318 miles from the University of New Orleans).

\$11,340.00 per bus

List any and all other charges that may be assessed as a part of this Contract. Please note that the University will not honor any charges not specifically list as a part of this Bid Schedule.

\$5500.00 per bus Retainer Fee to place One
56 passenger bus "on-hold" July 1, 2023 through
June 30, 2024, for hurricane evacuation service
as needed. See Attached details of Hurricane
Evacuation Transportation contract.

Hotard Coaches, Inc.
2838 Touro Street
New Orleans, LA 70122
504.942.5700 * 800.356.6831
charters@hotard.com * www.hotard.com

2023 Hurricane Evacuation Contract details

A non-refundable retainer fee of \$5,500.00 per motorcoach is required to place one 55-passenger motorcoach on standby for Hurricane Evacuation Transportation as needed from June 1 through November 30, 2023. The contract is not valid until full payment and a signed contract are received by Hotard Coaches.

In the event the motorcoach is needed to evacuate individuals due to impending hurricane landfall, requests for evacuation service must be made no later than 4 days prior to forecasted storm landfall, and transportation service must commence no later than 72 hours prior to forecasted landfall. For the safety of our drivers, equipment, and your passengers, evacuations will not commence within 72 hours of landfall.

The fee for charter evacuation transportation service is \$1,800.00 per motorcoach, for up to 60 miles from our bus yard to your origination (pick up) location then to your evacuation destination, and \$15 per additional mile of service. This fee includes 1 pick up location and 1 destination, no stops en route, and includes up to 2 hours for loading at your pick up location and 2 hours unloading at your destination.

Return service from your evacuation destination back to your origination location may not take place until one week after landfall, requests must be made a minimum of 48 hours prior to need, and is based on driver and vehicle availability. The fee for return service is also \$1,800.00 per motorcoach, for up to 60 miles from our bus yard to your origination (pick up) location then to your destination, and \$15 per additional mile of service. This fee includes 1 pick up location and 1 destination, no stops en route, and includes up to 2 hours for loading at your pick up location and 2 hours unloading at your destination.

If evacuate transportation is not needed and this contract is not activated 72 hours prior to landfall, any other transportation needs would be based on vehicle/driver availability.

All fees and charges are due prior to the vehicle's spot at your origination location. Driver cannot accept payment.

Per DOT (Department of Transportation) Regulations, your driver is only allowed to drive a total of 10 hours, but no more than 600 miles, in an 18-hour period. He/She will need at least 8 hours off before driving again. He/She is allowed to be on duty (but not driving) for up to 15 hours per day.

Drivers are not allowed to physically lift, pick up, and/or carry any passengers onto or off of the motorcoach. You must supply staff to provide this service, if needed.

ADA Wheelchair lift-equipped motorcoaches are available, if needed. Each vehicle can accommodate 2 wheelchairs in the cabin. Each wheelchair removes 4 passenger seats. Wheelchair Lift platforms are 30" by 48" and can carry up to 600 lbs, including the wheelchair and passenger.

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 Hotard Coaches (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 Hotard (Contractor/Lessee), its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Hotard (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.

Hotard (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 Hotard Coaches
Company Name
Queen Hotard
Signature
CEO
Title

Date Accepted 3/29/23

Is Certificate of Insurance Attached? ☒ Yes ☐ No

Contract No. _____ for the University of New Orleans

PURPOSE OF
CONTRACT: Hurricane Evacuation Transportation

Federally Funded Contracts

All contracts reimbursed through federal funding include the following:

Contracts over \$10,000 - The State may terminate the Contract for cause or convenience at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to extent work has been performed satisfactorily.

Suspension and Debarment - (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/ applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/ applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Equal Employment Opportunity - During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 8 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 10 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these

undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act - 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act - 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1261 et seq. 2. The contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Procurement of Recovered Materials - 1. In the performance of this contract, the Contractor shall

make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.