



## INVITATION TO BID

**Bid Number: 252605**      **Bid Title: Grounds Maintenance for Various Campus Locations**  
**Bids will be accepted until April 17, 2026, at 10:00 A.M. CT**  
**Bids Will Be Publicly Opened: April 17, 2026, at 11:00 A.M. CT**  
**Bid Release Date: March 19, 2026**

### INSTRUCTION TO BIDDERS

It is the bidder's responsibility to read entire bid including contractor's license requirements.

### INSTRUCTION TO BIDDERS

1. Bids will be accepted until April 17, 2026, at 10:00 a.m. Bid must be submitted to: Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806. Baton Rouge Community College (BRCC) will open and read aloud all timely submitted sealed bids at its office located at Magnolia Building, Dumas Room, 201 Community College Drive, Baton Rouge, LA 70806, on April 17, 2026, at 11:00 a.m., in response to this Invitation to Bid.
2. To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. All bids to be dropped off at 7515 Jefferson Highway #326, Baton Rouge, LA 70806 on or before April 17, 2026, at 10:00 a.m. CT. Drop off location opens at 9:00 am. **DO NOT FAX OR EMAIL YOUR BID.**
3. All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.
4. Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695.
5. Bids submitted are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.
6. Bids shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594.
7. By signing this Invitation to Bid, the Bidder certifies compliance with all Instructions to Bidders, terms, conditions, and specifications and further certifies that this Bid is made without collusion or fraud.
8. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133). A list of parties who have been suspended or debarred can be viewed at [www.sam.gov](http://www.sam.gov) .



|                                                                |                                  |
|----------------------------------------------------------------|----------------------------------|
| Signature of Authorized Bidder:<br>(Shall be signed and dated) | Company:<br>(Typed or printed)   |
| Name<br>(Typed Or Printed)                                     | Address:<br><br>City, State, Zip |
| Payment Terms:                                                 | Telephone No.                    |
| Email Address:                                                 | Fax No.                          |



## STANDARD TERMS AND CONDITIONS

### 1. **Bid form.**

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

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

### 2. **Receipt of Bids.**

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

### 3. **Bid Opening.**

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

### 4. **Withdrawal of Bids.**

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

### 5. **Standards of Quality.**

Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Objections to the specifications or bid conditions shall be filed in writing and received by the BRCC Purchasing Department at least five (5) days prior to the date of the bid opening.

### 6. **New Products.**

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

### 7. **Contract Period**

**The contract term will begin upon award of the contract/purchase order.**



This contract period is for twelve (12) months. Upon agreement of BRCC and the contractor, a term contract may be extended for two (2) additional twelve-month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed thirty-six (36) months.

**8. Prices & Delivery.**

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

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

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

**9. Taxes.**

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

**10. Award.**

A purchase order or contract will be awarded to the Bidder who has provided a responsive and responsible Bid at the most favorable Bid Price as determined by the signed Bid Form. The purchase order or contract, faxed, mailed, or delivered to the successful bidder is the official authorization to render services.

**11. All-or-None.**

Bid to be awarded all-or-none basis for the base bid to the low bidder meeting the specifications. Options are for administrative purposes only. BRCC reserves the right to reject individual line items from the award.

**12. Invoices.**

Invoices shall be mailed to Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806 or forwarded by email to [accountspayable@mybrcc.edu](mailto:accountspayable@mybrcc.edu). The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form. Payment will be made on the basis of the unit price as listed in the purchase order/contract. Such price and payment will constitute full compensation for furnishing and delivering the contract commodities or services. Invoice pricing must match bid pricing structure.

**13. Purchase Order/Contract Cancellation for Cause.**

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

- (1) Failure to deliver within the time specified in the contract;



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

**14. Termination of the Purchase Order/Contract.**

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

**Termination for Cause:** The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 15 days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the State, may at its option, place the Contractor in default and this contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure.

**15. Termination for Non-Appropriation of Funds.**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**16. Default of Contractor.**

Failure to deliver within the time specified in the Bid will constitute a default and may cause cancellation of the contract. Where BRCC has determined the contractor to be in default, BRCC reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered.

**17. Order of Priority.**

In the event there is a conflict between the Instructions to Bidder or Standard Terms and Conditions, the Standard Term and Conditions shall govern.



**18. Applicable Law.**

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**19. Terms and Conditions.**

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

**20. Increase/Decrease Clause.**

The quantities listed herein are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by BRCC to increase or decrease the amount, at the until price stated in the contract.

**21. Claims of Controversies.**

Any claim or controversies arising out of this contract shall be resolved by the provisions of La. R.S. 39:1671-1673.

**22. Equal Opportunity.**

By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect their employees or prospective employees.

**23. Non-Exclusivity Clause.**

This agreement is non-exclusive and shall not in any way preclude BRCC from entering into similar agreements and/or arrangements with other vendors, or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

**24. Scope of Work Inclusions.**

The Contractor shall include all labor, material and equipment required to produce a completed service or installation which is acceptable to BRCC.

Contractor shall furnish all necessary permits, licenses and certifications as may be required for the performance of the services required.

Contractor is responsible and shall clean up and remove from any premises where the services are performed all debris resulting from his work and shall see that BRCC's premises and items furnished are left in good order, clean and properly installed.

**25. Purpose.**

The purpose of this contract is to provide the specified services. The terms and conditions of this specification are incorporated into and an essential part of the services. The contractor shall perform all services in a safe manner, in a manner to conform to the highest standard of good trade practices, in accordance with applicable laws and regulations and in accordance with manufacturer's performance specifications.

**26. Insurance and Indemnity.**

See Attachment B.



**27. Pre-Bid Inspections.**

**SEE BELOW REQUIREMENTS FOR THE MANDATORY PRE BID MEETING  
MANDATORY PRE BID MEETINGS WILL BE HELD AT THE FOLLOWING LOCATIONS  
ON THE DATE SPECIFIED BELOW:**

**Visits to each campus are on a rolling schedule and will start at 8:30 AM at Mid-City Campus. There will be a sign-in sheet at each location. Vendors are required to attend at all locations. Any vendor that does not attend at all locations will be disqualified.**

| <b>PRE-BID SCHEDULE: WEDNESDAY, APRIL 1, 2026</b>                                                               |
|-----------------------------------------------------------------------------------------------------------------|
| <b>MID CITY, FACILITY BUILDING, 201 COMMUNITY COLLEGE DRIVE<br/>(Map to building #11 is shown on Exhibit B)</b> |
| <b>FRAZIER, MAIN ENTRANCE, 555 JULIA STREET</b>                                                                 |
| <b>PORT ALLEN, 3233 ROSEDALE RD., PORT ALLEN, LA</b>                                                            |
| <b>NEW ROADS, 605 HOSPITAL ROAD, NEW ROADS, LA</b>                                                              |
| <b>JACKSON, 3337 HIGHWAY 10, JACKSON, LA</b>                                                                    |
| <b>ACADIAN, MAIN ENTRANCE, 3250 N. ACADIAN THRUWAY E</b>                                                        |
| <b>ARDENDALE, MAIN ENTRANCE, 2115 NORTH LOBDELL</b>                                                             |
| <b>CENTRAL, MAIN ENTRANCE, 10700 HOOPER ROAD, CENTRAL, LA</b>                                                   |

Bids shall be accepted only from those bidders that attend the Mandatory Pre-Bid Meeting in their entirety.

Bidder is responsible for inspecting any site required for the services and has acquainted himself with all of the local conditions under which the work will be performed. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of the work or services. Bidders are responsible for verifying measurements and number of supplies prior to submitting a bid. If vendor finds conditions that disagree with the physical layout as described in this bid or other features of the specifications that appear to be in error, same shall be brought to the attention of the BRCC Purchasing Department personnel prior to bid opening.

**28. BRCC Inspection.**

All work and services performed under this contract shall be subject to inspection by BRCC, its staff or a specialist designated by BRCC to ensure compliance with all terms and conditions of this contract at BRCC's expense.

In the event services are rejected as unsatisfactory or failing to comply with all terms and conditions of this contract, the successful Bidder shall redo the work at its sole cost and expense, or the contract may be cancelled at the option of BRCC



28. Bids shall be accepted only from contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as

**7-33 Landscaping, Grading, and Beautification**

**IN ACCORDANCE WITH LA R.S. 37:2163 ANY INTERESTED PERSON MAY OBJECT TO THE CLASSIFICATION BY SENDING A CERTIFIED LETTER TO BOTH THE BOARD AND BATON ROUGE COMMUNITY COLLEGE (BRCC). SAID OBJECTION SHALL BE RECEIVED BY THE BOARD AND BRCC AT LEAST TEN (10) WORKING DAYS PRIOR TO THE DATE ON WHICH BIDS ARE TO BE OPENED. THE OBJECTION SHALL STATE WITH PARTICULARITY THE REASONS FOR THE OBJECTION.**

**IMPORTANT: In accordance with R.S. 37:2163A contractor's license number MUST appear on the bid opening envelope on all projects in the amount of \$50,000 or more (and 1\$ or more if hazardous materials are involved).**

**For any bid submitted in the amount of \$50,000 or more, the contractor shall certify that he is licensed and show his license number on the bid and bid envelope.**

29. **Signature Authority.**

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

**PLEASE CIRCLE ONE.**

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

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

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



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

**31. Materials & Workmanship.**

It is the intent of these specifications to describe a complete system in satisfactory operating condition. The work will be installed in accordance with all local, state and federal codes, laws and regulations, whether called for in these specifications or not. All materials and apparatus required for the work will be new, of the quality specified, furnished, delivered, erected, connected and finished in every detail and will be so selected and arranged to fit properly in the building space. All work will be executed by competent workmen and in a thorough, substantial and workmanlike manner.

**31. Bidder Inquiries.**

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries related thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant bid section. All inquiries must be received by close of business on **April 7, 2026**. Only those inquiries received by the established deadline shall be considered by BRCC. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid must be delivered by mail, express courier, e-mail, hand or fax to:

Desiree Brown  
Assistant Director of Purchasing  
201 Community College Drive  
Baton Rouge, LA 70806  
Fax: 225-216-8232  
E-mail: [brownd3@mybrcc.edu](mailto:brownd3@mybrcc.edu)

An addendum will be issued and posted to the LAPAC website to address all viable inquiries received and any other changes or clarifications to the bid. No negotiations, decisions or actions shall be executed by any bidder as a result of any oral discussions with any BRCC employee or consultant. It is the bidder's responsibility to check the LAPAC website regularly for addenda that may be issued.

32. Successful Bidder delivers to: Baton Rouge Community College  
Various BRCC Locations  
201 Community College Drive  
Baton Rouge, Louisiana 70806



## Special Terms and Conditions

### GENERAL SCOPE

Provide for a complete and satisfactory performance of grass cutting, trimming grass - shrubs - and trees, edging, weed control, fertilizing, watering, and pest eradication as described herein. Scope of work includes labor, tools, equipment, supervision, transportation, materials and services required to produce a completed service or job which is acceptable to Baton Rouge Community College (BRCC) hereinafter referred to as "the College". Failure to produce acceptable work may lead to a delay in payment of invoices.

### CONTRACT PERIOD

This contract should begin as near to May 1, 2026, as possible and shall continue for a twelve (12) month period. At the option of the College and the acceptance of the Contractor, this contract may be renewed for two (2) additional twelve (12) month periods at the same rates, terms, and conditions.

### SITE INVESTIGATION

A map of each campus can be found at the following link: <http://www.mybrcc.edu/map/index.php> It is requested by the College that prospective bidders visit each site to review existing conditions. A thorough understanding of the project per these specifications is imperative. Bids shall be accepted only from those bidders that attend the Mandatory Pre-Bid Meeting in its entirety.

Bidder is responsible for inspecting any site required for the services and has acquainted himself with all of the conditions under which the work will be performed. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of the work or services. Bidders are responsible for verifying measurements and number of supplies prior to submitting a bid. If vendor finds conditions that disagree with the physical layout as described in the solicitation, or other features of the specifications that appear to be in error, same shall be brought to the attention of BRCC Purchasing Department during the inquiry period.

### PROJECT MEETINGS

A pre-service conference shall be held between the successful bidder, their on-site representative, and the College representative, in order to clarify and direct College policy and specific items of concern as pertaining to the contract.

Progress meetings shall be scheduled at the discretion of the College Representative at least quarterly to discuss progress of the maintenance to date.

A monthly report will be sent to BRCC on the 1<sup>st</sup> working day of each month listing a summary of work done during the previous month and the work schedule for the current month for each BRCC location.

### COORDINATION

By the 1<sup>st</sup> working day of each month the contractor will supply the following information to BRCC's Facilities Department:

- Schedule of current month's work to be done



The successful bidder will meet with BRCC Facilities staff quarterly to review work progress.

The successful bidder shall coordinate a service schedule with the College representative so as not to interfere with the ongoing operation of the College. If for any reason that the shutdown of utilities is required for the work described under this contract, it is imperative that the College representative be consulted.

#### SUPERVISION

The Contractor shall provide consistent, capable supervision at ALL TIMES when services are being performed. A site manager must be available when services are being performed.

#### QUALITY ASSURANCE

The Contractor shall use materials of quality acceptable to the College Representative that meets all applicable regulations and specifications of this contract. The Contractor shall remove and replace all material delivered to any site on the campus which, in the opinion of the College, does not meet specifications and quality.

The College expects quality workmanship and only those who are qualified to perform the tasks in their respective trades are acceptable. The term qualified is understood to mean "Journeymen" skilled in their respective trades. The Contractor shall correct, at no additional expense to the College, any work performed which is deemed unacceptable, or not according to code, or the technical specifications. Correction or incomplete work shall be rectified within twenty-four (24) hours of notification.

Contractors shall have a minimum of three (3) years of experience in all certifications required for this contract and have a minimum of three (3) years of experience in maintaining areas of comparable size. The bidder shall submit with their bid a list of references on the sheet provided.

#### TRAFFIC CONTROL

When parking on campus, it shall be the responsibility of the contractor to ensure that no sidewalks or access ways are blocked at any time. If temporary blocking is required, the contractor shall assume the responsibility for the safe transit of all disabled persons.

#### PROTECTION

The Contractor shall protect automobiles, adjacent buildings, and building elements from damage during the time services are being performed. This includes, but shall not be limited to, windows, the protection of trees, shrubs, vegetation, lawn areas, water features, etc. The contractor shall restore any damage to the original condition without any additional cost to the College.

#### SAFETY

The Contractor shall, at all times, provide adequate protection to safeguard the buildings, grounds, walkways, roadways, and all personnel and property on the premises from damage or injury. Any special instructions to the contractor from the College to ensure such protection shall be immediately complied with in each and every instance. The Contractor shall be responsible for any damage or injury to persons or property that may occur in the execution of the services under this contract.

The Contractor, if required, shall provide signs, continuous barricades, etc., to identify the work site and restrict entry to any areas being services.



#### STORAGE OF EQUIPMENT

The Contractor shall be responsible to store all equipment and/or supplies used to satisfy the requirements of this contract. Baton Rouge Community College will not assume any responsibility for items that are lost, stolen, damaged, or vandalized while on campus.

#### WORK CONDITIONS

The Contractor shall be responsible for promptly notifying the College if any conditions exist beyond the Contractor's control that are encountered which would adversely affect overall grounds maintenance and other landscape services.

#### WORK ACTIVITY

The College reserves the right to adjust work activity and areas noted within the contract.

#### CONTRACT PERFORMANCE

Satisfactory Level - The determination of acceptable work shall be based on performance in accordance with the specifications and the satisfactory appearance of the campus at the judgment of the College representative. Performance shall be evaluated and corrections shall be made if required. In no case shall the next cut, trim, edge or weed control begin prior to the completion of the previous cut, trim, edge or weed control.

The on-site supervisor specified by the Contractor shall be fully familiar with the scope of work and systematically inspect and review on a continuous basis the various work activity.

#### INDEPENDENT CONTRACTOR

The Contractor shall perform this work in the capacity of an independent contractor. Any and all subcontractors shall not be allowed to perform or complete work in this contract.

#### ACCESS TO FACILITY

The Department of Facility Services for the College shall have the right to require the Contractor to remove from the premises such employees deemed incompetent, careless, or otherwise unsatisfactory for the performance of work.

Use of foul language by any employee of the Contractor, and sexual harassment of faculty, staff, students and visitors by any employee of the Contractor, shall not be tolerated. Any report received by the College of the aforementioned activities shall result in the request to remove that employee from service to the campus immediately. Any employee requested to be removed from service to our campus shall not be allowed to return under any circumstances.

#### PARKING

All vehicles shall be clearly identified as belonging to the Contractor. If vehicles are not marked, vehicles must be registered as with the College's Public Safety Department.

#### PERMITS, LICENSES, CERTIFICATIONS

The Contractor shall have all required agricultural licenses and certifications required to perform the services identified in the scope of work. Proof of license and certification must be submitted within five (5) business days of request. Licenses and certifications shall include, but not be limited to the following:



- 1) **Louisiana State Contractor’s License; with a specialty classification in Landscaping, Grading, and Beautification (MUST APPEAR ON BID ENVELOPE)**
- 2) Landscape Horticulturist License with the Louisiana Horticultural Commission
- 3) Arborist License
- 4) Pesticide License Contractor must be certified and licensed. Vendor must possess a ground owner operator’s license and employ a commercial pesticide application with a category III pesticide certification.

Personnel performing the services and inspections must be licensed, as required by the State of Louisiana. It is preferred that **a copy of these licenses be presented as part of the bid**. If licenses are not included in the bid, they must be submitted five (5) business days after request.

**Any revocation of certification/licensure must be conveyed to the College within forty-eight (48) hours of receipt of notification of such.**

The name of the Bidder shown herein shall correspond with the official name on the license. **The bidder MUST write their Louisiana Contractor’s License Number on the outside of the envelope the bid is submitted in.** Failure to do so shall result in bid not being opened, read, or considered.

#### NORMAL SITE OPERATIONS

Normal operation for Facility Services is 7:30 AM through 4:30 PM. Personnel provided by the Contractor for grounds maintenance work pertinent to this contract may perform services at any time during daylight hours. Consideration shall be given to the use of weed trimmers and other small gas-powered lawn and grass cutting equipment around the College buildings and sidewalks when classes are in session. These areas close to buildings shall be done on weekends to avoid student traffic and class interruption. Access to perform the scope of work under this contract will be seven (7) days a week.

#### EQUIPMENT MAINTENANCE

The Contractor is fully responsible for ensuring that all equipment owned by their firm is in proper working condition to perform the required work. All safety guards shall be in good condition and in place during use of equipment.

#### SUPPLIES & MATERIALS

The Contractor shall supply necessary expendable commodity supplies necessary to complete all work identified in the scope of work. Commodity supplies include but are not limited to items such as pesticides (as described for fire ants, mole crickets, chiggers, chinch bugs and similar pests), herbicides, trash bags, fuel and oil for Contractor owned equipment, and trimmer string.

#### ACCOUNTABILITY

The Contractor shall be fully accountable for the chemicals used and the manner in which they are used for work under this contract. The Contractor shall complete the necessary documents to track the number of supplies used and make the data available to the College Representative. The Contractor shall ensure that their work and methods do not cause environmental impact to the property and meet all city, State, and Federal regulations governing questions associated with this contract.

#### REPORTING OF SPILLS



All spills or waste, chemicals, or hazardous materials must be immediately reported to the College Representative.

#### DISPOSAL OF SUPPLIES/CHEMICALS

The disposal of all commodity supplies and chemicals shall conform to all local, State, and Federal rules and regulations and shall be solely the responsibility of the Contractor. The Contractor shall be responsible for picking up empty packaging from commodity supplies used for the services under this contract and dispose of items in an environmentally safe manner.

#### CHEMICALS, INSECTICIDES, HERBICIDES

BRCC must be notified in writing prior to application of any chemicals, insecticides and herbicides. The Contractor shall provide a list of chemicals along with Safety Data Sheets (SDS) to be used on campus and have this list approved by the College Representative. No chemicals may be brought on campus without prior approval by the College Representative. The Contractor shall meet all the requirements of the State of Louisiana.

All personnel involved in the handling and application of chemical insecticides and herbicides or other regulated materials shall be properly trained, certified, and if required be licensed by the governing authorities.

All certifications and licenses must be maintained as current during the entire contract term

NO Restricted Use Pesticides (RUP) shall be purchased or utilized at BRCC. RUPs are chemicals classified as potentially harmful to humans or the environment

All pesticide and herbicide applications must be in accordance with manufacturer and label instructions and must additionally consider minimization of environmental impact.

Personnel protective equipment required to shield against unintended employee exposure must be supplied by the Contractor and must be utilized as necessary during preparation, application, or storage.

Pesticide use shall be based on the Integrated Pest Management System to the greatest extent feasible. The system utilizes biological, cultural, physical and chemical tools to minimize economic, health and environmental risks.

Application records must be maintained in accordance with State and Federal regulations, particularly Subchapter N, Part 167 of Louisiana Pesticide Law. Additionally, copies of all pesticide (if any) and herbicide application records must be submitted to the College Representative upon request.

#### UNIFORMS

All contract personnel shall be required to wear uniforms with company patches or other identifying clothing which must clearly identify the personnel as being an employee of the Contractor. T-shirts with company logo are acceptable.

#### EXPERIENCE REQUIREMENTS

Contractors shall have a minimum of three (3) years of experience in all certifications required for this contract and have a minimum of three (3) years of experience in maintaining commercial areas of comparable size. The bidder shall complete Exhibit A: References and include with their bid.



**BID FORM**

**A) ANNUAL REGULAR GROUNDS MAINTENANCE PRICES:** contractor cuts all grass, trims, edges, and weed control at all campuses/sites using their employees to perform services under the contract using the contractor’s equipment. See attachment A. All locations listed are cut, trimmed, edged and weed control.

**ANNUAL BY LOCATION**

|                                                                                       | <b>Mid City</b> | <b>Frazier</b> | <b>Port Allen</b> | <b>New Roads</b> | <b>Jackson</b> | <b>Acadian</b> | <b>Ardendale</b> | <b>Central</b> |
|---------------------------------------------------------------------------------------|-----------------|----------------|-------------------|------------------|----------------|----------------|------------------|----------------|
| <b>FEBRUARY:</b><br>Two (2) cuts, two (2) trims, two (2) edges and two (2) weeds      | \$              | \$             | \$                | \$               | \$             | \$             | \$               | \$             |
| <b>MARCH:</b><br>Three (3) cuts, three (3) trims, three (3) edges and three (3) weeds | \$              | \$             | \$                | \$               | \$             | \$             | \$               | \$             |
| <b>APRIL:</b><br>Four (4) cuts, four (4) trims, four (4) edges and four (4) weeds     | \$              | \$             | \$                | \$               | \$             | \$             | \$               | \$             |
| <b>MAY:</b><br>Four (4) cuts, four (4) trims, four (4) edges and four (4) weeds       | \$              | \$             | \$                | \$               | \$             | \$             | \$               | \$             |
| <b>JUNE:</b><br>Four (4) cuts, four (4) trims, four (4) edges and four (4) weeds      | \$              | \$             | \$                | \$               | \$             | \$             | \$               | \$             |
| <b>JULY:</b><br>Five (5) cuts, five (5) trims, five (5) edges and five (5) weeds      | \$              | \$             | \$                | \$               | \$             | \$             | \$               | \$             |
| <b>AUGUST:</b><br>Four (4) cuts, four (4) trims, four (4) edges and four (4) weeds    | \$              | \$             | \$                | \$               | \$             | \$             | \$               | \$             |
| <b>SEPTEMBER:</b><br>Four (4) cuts, four (4) trims, four (4) edges                    | \$              | \$             | \$                | \$               | \$             | \$             | \$               | \$             |



and four (4) weeds

|                                                                                          |    |    |    |    |    |    |    |    |
|------------------------------------------------------------------------------------------|----|----|----|----|----|----|----|----|
| <b>OCTOBER:</b><br>Four (4) cuts, four (4) trims, four (4) edges and four (4) weeds      | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| <b>NOVEMBER:</b><br>Three (3) cuts, three (3) trims, three (3) edges and three (3) weeds | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| <b>DECEMBER:</b><br>One (1) cut, one (1) trim, one (1) edge and one (1) weed             | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| <b>JANUARY:</b><br>One (1) cut, one (1) trim, one (1) edge and one (1) weed_             | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |

**TOTAL COST FOR (A) ANNUAL PRICE to cut, trim, edge & weed all locations**

February - January: \$ \_\_\_\_\_

**B) SEPARATE ANNUAL PRICE FOR FERTILIZING AS DESCRIBED IN ATTACHMENT A #7 FOR ALL SITES.**

|                   |                              |
|-------------------|------------------------------|
| <b>Mid City</b>   | \$ _____ /EACH X 2= \$ _____ |
| <b>Frazier</b>    | \$ _____ /EACH X 2= \$ _____ |
| <b>Port Allen</b> | \$ _____ /EACH X 2= \$ _____ |
| <b>New Roads</b>  | \$ _____ /EACH X 2= \$ _____ |
| <b>Jackson</b>    | \$ _____ /EACH X 2= \$ _____ |
| <b>Acadian</b>    | \$ _____ /EACH X 2= \$ _____ |
| <b>Ardendale</b>  | \$ _____ /EACH X 2= \$ _____ |
| <b>Central</b>    | \$ _____ /EACH X 2= \$ _____ |

**Total: \$ \_\_\_\_\_**

**C) SEPARATE ANNUAL PRICE FOR PEST ERADICATION (BRAODCAST ANT TREATMENT) AS**



DESCRIBED IN ATTACHMENT A #8 FOR ALL SITES.

- Mid City \$ \_\_\_\_\_/EACH
- Frazier \$ \_\_\_\_\_/EACH
- Port Allen \$ \_\_\_\_\_/EACH
- New Roads \$ \_\_\_\_\_/EACH
- Jackson \$ \_\_\_\_\_/EACH
- Acadian \$ \_\_\_\_\_/EACH
- Ardendale \$ \_\_\_\_\_/EACH
- Central \$ \_\_\_\_\_/EACH

**Total: \$ \_\_\_\_\_**

D) SEPARATE ANNUAL PRICE FOR HEDGE AND SHRUB TRIMMING AS DESCRIBED IN ATTACHMENT A #9 FOR ALL SITES.

- Mid City \$ \_\_\_\_\_/EACH X 4= \$ \_\_\_\_\_
- Frazier \$ \_\_\_\_\_/EACH X 4= \$ \_\_\_\_\_
- Port Allen \$ \_\_\_\_\_/EACH X 4= \$ \_\_\_\_\_
- New Roads \$ \_\_\_\_\_/EACH X 4= \$ \_\_\_\_\_
- Jackson \$ \_\_\_\_\_/EACH X 4= \$ \_\_\_\_\_
- Acadian \$ \_\_\_\_\_/EACH X 4= \$ \_\_\_\_\_
- Ardendale \$ \_\_\_\_\_/EACH X 4= \$ \_\_\_\_\_
- Central \$ \_\_\_\_\_/EACH X 4= \$ \_\_\_\_\_

**Total: \$ \_\_\_\_\_**

E) SEPARATE PRICE PER CUT FOR ZERO TURN RADIUS CUTS AT ARDENALE. Cuts to be completed with annual grounds maintenance items listed in section A. See attachment A # 10

\$ \_\_\_\_\_ / EACH PER CUT ESTIMATE NEEDED PER YEAR X 39 =\$ \_\_\_\_\_

F) SEPARATE PRICE PER CUT FOR BUSH HOGGING AT CENTRAL (DESCRIPTION See attachment A # 11)



\$ \_\_\_\_\_ / EACH PER CUT ESTIMATE NEEDED PER YEAR X 4= \$ \_\_\_\_\_

**G) SEPARATE PRICE PER CUT FOR BUSH HOGGING AT PORT ALLEN (DESCRIPTION) SEE ATTACHMENT A # 12**

\$ \_\_\_\_\_ / EACH PER CUT ESTIMATE NEEDED PER YEAR X 4 = \$ \_\_\_\_\_

**H) ADD ON SERVICES**

ADD a single fire ant eradication per mound at any location \$ \_\_\_\_\_

ADD broadcast fire ant treatment at Mid-City \$ \_\_\_\_\_

**BRCC Mid-City**  
ADD One (1) cut, one (1) trim, one (1) edge and one (1) weed \$ \_\_\_\_\_

**BRCC Frazier**  
ADD One (1) cut, one (1) trim, one (1) edge and one (1) weed \$ \_\_\_\_\_

**BRCC Acadian**  
ADD One (1) cut, one (1) trim, one (1) edge and one (1) weed \$ \_\_\_\_\_

**BRCC Hooper**  
ADD One (1) cut, one (1) trim, one (1) edge and one (1) weed \$ \_\_\_\_\_

**BRCC Jackson Folkes**  
ADD One (1) cut, one (1) trim, one (1) edge and one (1) weed \$ \_\_\_\_\_

**BRCC New Roads**  
ADD One (1) cut, one (1) trim, one (1) edge and one (1) weed \$ \_\_\_\_\_

**BRCC Port Allen**  
ADD One (1) cut, one (1) trim, one (1) edge and one (1) weed \$ \_\_\_\_\_

**BRCC Ardendale Location (Auto Training Center & Auto Collision)**  
ADD One (1) cut, one (1) trim, one (1) edge and one (1) weed \$ \_\_\_\_\_

**BASE BID TOTAL FOR AWARD A-H: \$ \_\_\_\_\_**



Exhibit A: References

LIST OF REFERENCES:

- 1) Company Name \_\_\_\_\_ Contract Administrator \_\_\_\_\_  
City \_\_\_\_\_ Phone Number \_\_\_\_\_  
Indicate area of acreage \_\_\_\_\_ Time Period Serviced \_\_\_\_\_
  
- 2) Company Name \_\_\_\_\_ Contract Administrator \_\_\_\_\_  
City \_\_\_\_\_ Phone Number \_\_\_\_\_  
Indicate area of acreage \_\_\_\_\_ Time Period Serviced \_\_\_\_\_
  
- 3) Company Name \_\_\_\_\_ Contract Administrator \_\_\_\_\_  
City \_\_\_\_\_ Phone Number \_\_\_\_\_  
Indicate area of acreage \_\_\_\_\_ Time Period Serviced \_\_\_\_\_



## ATTACHMENT A STATEMENT OF WORK

The Contractor shall Furnish all labor, tools, materials, equipment, and supervision to provide grounds maintenance for Baton Rouge Community College locations:

BRCC Mid-City Campus, 201 Community College Drive, Baton Rouge, 70806  
(Does not include area around LCTCS Building on South Foster but does include large green space of area formerly the 'Cox' building on Florida Blvd. side of campus)

BRCC Frazier, 555 Julia Street, Baton Rouge, 70802

BRCC Acadian, 3250 N. Acadian Thruway E., Baton Rouge, 70805

BRCC Ardendale (ATC & ACC), 2115 North Lobdell, Baton Rouge, LA 70806

BRCC Hooper, 10700 Hooper Road, Baton Rouge, 70818

BRCC Jackson, 3337 Highway 10, Jackson, LA 70748

BRCC New Roads, 605 Hospital Road, New Roads, LA 70760

BRCC Port Allen, 3233 Rosedale Road, Port Allen, LA 70767

(The LCTCS Building and immediate surroundings are not included in the scope of work for this bid.)

### 1. MAINTAINING THE GROUNDS

1.1. The Contractor shall provide all labor, tools materials, equipment, and supervision to maintain all grounds at all Baton Rouge Community College locations listed, including grass cutting, trimming, edging, weed control, fertilizing, clearing, spraying/spreading pesticides and herbicides. Work shall include **fence lines**, if present, at each location.

1.2. A COMBINED MONTHLY PRICE is desired for the BID PRICE for:

- Grass cutting as described in #2
- Trimming as described in #3
- Edging as described in #4
- Weed Control as described in #5

1.3. SEPARATE ANNUAL PRICING is desired for:

- Fertilizing as described in #7
- Pest Eradication as described in #8
- Hedge and shrub trimming as described in #9



- 1.4. Clearing as described in #6 shall be included in the price of all services.
- 1.5. The Contractor shall provide a price to add one cut (#2), one trim (#3), one edge (#4) and one weed (#5).
- 1.6. The Contractor shall provide a price to add a single fire ant eradication per mound as described in #8
- 1.7. Pinecones, etc. can be mulched by mowers but no debris shall be piled up on any hard surface (walkways, parking, etc.), near any fence, near any brush or tree or in any area on BRCC property. Mulch pinecones and/or debris must not be accumulated in any area.

## 2. GRASS CUTTING

- 1.1. All grass shall be cut at the frequency given. The College reserves the right to change the desired cutting height. All grass must be evenly cut without visible clumping.
- 1.2. Any grass/turf that cannot be cut with a mower shall be trimmed with a trimmer (weed eater).
- 1.3. Damage, ruts, or tearing up to grass/turf areas shall be repaired within two (2) business days. Vendor is responsible for repairing damage to existing irrigation system that occurs while performing the contract services. Damage must be repaired within four (4) working days.

## 3. TRIMMING

- 3.1. Trimming will be required around the buildings, trees, flower beds, roadways, fences, fence lines, and other places not accessible by mowers at the frequency given. Maintain all shapes and configurations of plant beds. Provide a clean mechanically edged trench line between all grassed and mulched areas. The use of weed trimmers around buildings, vehicles, parking lots, and general public walk areas shall be performed at a time and in a manner that reduces the risk of damaging property or injuring personnel from flying debris.

## 4. EDGING

- 4.1. All areas will be edged at the frequency given. All edges along curbs, walks, streets and public roadways shall be neatly edged using a mechanical edger or weed trimmer with a nylon filament line.

## 5. WEED CONTROL

- 5.1. Weed control (weeding) is the eradication of all weeds, including but not limited to, crab grass, broad leaf weeds, torpedo grass, dollar weed, nut sage, goose grass, clover, etc., Weed control turf, landscaped areas, around shrubbery and trees, in and around parking lots, along sidewalks and road ways, around buildings, signs, and fences. Turf areas must be sprayed with herbicide in February, May and August for eradication of all weeds, including but not limited to, crab grass, broad leaf weeds, torpedo grass, dollar weed, nut sage, goose grass, clover, etc. The herbicide used must have some residual qualities for clovers.
- 5.2. Mechanical or chemical applications shall be used for cracks and crevasses in all asphalt and crushed limestone parking lots and all concrete sidewalks on campus. If chemical weed control is used, the



contractor shall not allow larger than a one-inch (1”) line along sidewalks, roadways, around buildings, signs and fences from where grass meets the object mentioned. Application must be made monthly at Mid-City and Ardendale. Application must be made at least quarterly at all other BRCC locations.

## **6. CLEARING**

6.1. Clearing shall be included in the price for all services above: grass cutting, trimming, edging, and weed control. Clearing refers to the removing of all debris generated by grass cutting, trimming, edging, and weed control. Clearing shall be done at the same time as the service is performed.

## **7. FERTILIZING**

7.1. A separate annual price is desired for fertilizing. The contractor shall fertilize areas of grass TWICE a year, late fall and late spring. Fertilizers used shall be designed for the time of application and the types of grass. Application must be in accordance with manufacturer and label directions. SDS must be submitted and approved. All grass shall be fertilized.

All chemical applications must be scheduled with BRCC prior to work being done.

## **8. PEST ERADICATION**

8.1. The Contractor shall provide pest eradication services for fire ants for all locations. The frequency of these services shall be as follows: An initial treatment of all fire ant mounds shall be completed within thirty (30) days of the contract award and shall be repeated at six (6) month intervals after the initial treatment. The treatment shall include broadcast treatment for all grass areas with a product that controls ants for four (4) to six (6) months. Individual mound treatments shall follow as needed for the remainder of the contract. The cost of pest eradication described in this section shall include the cost of the chemicals and application.

All chemical applications must be scheduled with BRCC prior to work being done.

## **9. HEDGE AND SHRUB TRIMMING**

9.1. The Contractor shall be required to trim all hedges and shrubs quarterly per year. Shrubbery shall be trimmed and pruned in accordance with best horticulture practices to maintain shape. Prune spring-flowering shrubs immediately after blooming.

9.2. The Contractor shall maintain a checklist as detailed below and provide it to BRCC monthly, at or before time of invoicing. Checklist must include dates when work has been completed. BRCC will verify that work was done in accordance with these specifications. Failure to provide a work product that does not meet specifications may delay payment of invoices.

9.3. All grass areas at each location shall be cut using a mower or trimmer. There shall be no areas that have overgrown grass or areas that are not cut at the same time as other areas.

9.4. Trimming around the buildings, trees, flower beds, roadways, fences, and other places not accessible by



mowers at the frequency given

- 9.5. Edging all curbs, walks, public roadways and streets shall be neatly edged using a mechanical edger or weed trimmer with a nylon filament line.
- Pest Eradication
  - Fertilization

All chemical applications must be scheduled with BRCC prior to work being done.

**10. ADDITIONAL CUT AREA AT ARDENDALE (ZERO TURN RADIUS CUT)**

- 10.1. Area to be cut is the space that is located west, northwest of the Ardendale ATC building. It is the lawn located between the EBR Career and Technical Center and the BRCC Ardendale Automotive Training Center and the Automotive Collision Center. This space should be cut as scheduled along with every occurrence of cuts at the property.

**11. BUSH HOGGING AREA AT CENTRAL**

- 11.1. Area to the cut in addition to the original contract is the space located west of the BRCC Central site located at 10700 Hooper Rd. The space extends from the SW retention pond to a 25’ set back from Lovett Rd., to 275’ south of Lovett Rd. The space in question is shaped in a backwards “L” adjacent to our current developed site and is bog-like. This space should be cut at least four (4) times a year as requested.

**12. BUSH HOGGING AREA AT PORT ALLEN**

Areas to be bush hogged at our Port Allen site are located immediately south of the West Baton Rouge bus depot, and south of the CDL parking pad. Depth and width of both areas will need to be determined. We will require four cuts in these areas a year.

**13. STIPULATED DAMAGES**

- 13.1. If services are not in conformity or not performed within the requirements of the contract including specifically the above checklist, the Contractor agrees to pay stipulated damages.
- 13.2. For each occurrence of a service not completed as per these specifications and/or the checklist, Contractor agrees to pay the sum of \$100.00 per occurrence/location thereof for which service was not provided as per the specifications. This is not a penalty, but stipulated damages.
- 13.3. Contractor agrees that the amount of stipulated damages will be deducted from payments for the work under this contract. The Contractor shall be liable for stipulated damages in excess of amounts due the Contractor under this contract.



## ATTACHMENT B

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

2. **Commercial General Liability**

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

3. **Automobile Liability**

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

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

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

#### **C. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.



2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

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

**E. VERIFICATION OF COVERAGE**

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

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

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

**F. SUBCONTRACTORS**

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

**G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties



hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, 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**

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

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

**Exhibit B – MAP TO FACILITIES BUILDING # 11 ON MAP AT MID CITY CAMPUS**

