



INVITATION TO BID

Bid Number: 252607

Bid Title: Exterior Building Cleaning and Window Washing Services

Bids will be accepted until May 14, 2026, at 12:00 P.M. CST

Bids Will Be Publicly Opened: May 14, 2026, at 2:00 P.M. CST

Bid Release Date: April 28, 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 May 14, 2026, at 12:00 P.M. CST. Bid must be submitted to: Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806. Baton Rouge Community College (BRCC) will open all timely submitted sealed bids at its office located at Magnolia Library Building, Dumas Room, 201 Community College Drive, Baton Rouge, LA 70806, on May 14, 2026, at 2:00 p.m., in response to this Invitation to Bid. At 2:00 p.m., all Bids will be publicly opened and read aloud.**
- 2. To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806 on or before May 14, 2026, at 12:00 p.m. CST. 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 .

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



STANDARD TERMS AND CONDITIONS

1. **Bid form.**

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

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

2. **Receipt of Bids.**

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

3. **Bid Opening.**

Bidders may attend the Bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the 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

This contract period is for twelve (12) months starting from date of award or a specified start date. 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.

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

11. 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. 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.

12. Purchase Order/Contract Cancellation for Cause.

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

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



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

13. Termination of the Purchase Order/Contract.

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.

14. Termination for Non-Appropriation of Funds.

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

15. Default of Contractor.

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

16. Order of Priority.

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



17. Applicable Law.

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

18. Terms and Conditions.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Insurance and Indemnity.

See Exhibit A



26. 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 DATES SPECIFIED BELOW:**

May 05, 2026			
Campus	Address	Time	Comments
<i>Mid-City</i>	<i>201 Community College Dr. Baton Rouge, La. 70806</i>	<i>9:00am</i>	<i>Introduction and Prompt Self Site Walk</i>
<i>Port Allen</i>	<i>3023 Rosedale Rd. Port Allen, La. 70767</i>	<i>10:00am</i>	<i>Rolling Schedule – Self Site Walk</i>
<i>Acadian</i>	<i>3250 N. Acadian Baton Rouge, La. 70805</i>	<i>11:45am</i>	<i>Rolling Schedule – Self Site Walk</i>
<i>Ardendale</i>	<i>2115 Lobdell Blvd. Baton Rouge, La. 70806</i>	<i>12:15pm</i>	<i>Rolling Schedule – Self Site Walk</i>
<i>Central</i>	<i>10700 Hooper Rd. Baton Rouge, La. 70818</i>	<i>1:00pm</i>	<i>Rolling Schedule – Self Site Walk</i>
<i>Jackson</i>	<i>3337 Hwy. 10 Jackson, La. 70748</i>	<i>2:00pm</i>	<i>Rolling Schedule- Self Site Walk</i>

**BIDS SHALL BE ACCEPTED ONLY FROM THOSE BIDDERS THAT ATTEND ALL
OF THE MANDATORY PRE BID MEETINGS IN THEIR ENTIRETY.**

BIDDERS MUST ATTEND PRE BID MEETINGS AT ALL SITES. Bidder is responsible for inspecting any site required for the services and have acquainted themselves 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.

27. 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 or 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. 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.

29. Bidder's Responsibility.

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.

30. Bidder Inquiries.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to send any written inquiries relative thereto. Without exception, all inquiries MUST be given in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant bid section. All inquiries must be received by **3 p.m. Central Time (CT) May 7, 2025**. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid can be emailed to:

Name: Desiree Brown

E-mail: brownd3@mybrcc.edu

An addendum will be issued and posted to the LAPAC website to address all workable inquiries received and any other changes or clarifications to the bid. No negotiations, decisions or actions shall be executed by any bidder because 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.



Scope of Work: Exterior Building Cleaning and Window Washing Services

The selected Contractor shall provide all necessary labor, supervision, materials, transportation, and equipment to perform comprehensive exterior cleaning services for the buildings located at:

- Baton Rouge Community College – Mid-City Campus
 - 201 Community College Dr. Baton Rouge, La. 70806
- Baton Rouge Community College – Acadian
 - 3250 North Acadian Thruway East Baton Rouge, La. 70805
- Baton Rouge Community College – Ardendale
 - 2115 Lobdell Blvd. Baton Rouge, La. 70806
- Baton Rouge Community College – Central
 - 10700 Hooper Rd. Central, La. 70818
- Baton Rouge Community College – Port Allen
 - 3233 Rosedale Rd. Port Allen, La. 70767
- Baton Rouge Community College – Jackson
 - 3337 Hwy. 10, Jackson, La. 70748

I. General Requirements

- **Safety & Site Management:**

- All work must be completed in a thorough, professional, and safe manner, adhering to all applicable federal, state, and local regulations (e.g., OSHA standards). The Contractor shall adhere to all OSHA regulations and implement best-practice safety protocols, including the use of appropriate Personal Protective Equipment (PPE), warning signs, and barriers to protect occupants, pedestrians, and property.
- The Contractor shall furnish all necessary equipment for safe work at height, which may include ladders, scaffolds, lifts (man-lifts, boom trucks), and/or drone-based equipment.
 - Drone based equipment is preferred or high height reach but is not required.
- The work area shall be kept neat and orderly, with all debris and waste generated by the service being removed and properly disposed of by the Contractor.
- The Contractor shall protect all adjacent surfaces, landscaping, lawns, electrical equipment, lighting fixtures, and entrances/exits from damage or chemical overspray.

- **Materials and Chemicals:**
 - The Contractor shall use only environmentally safe, non-toxic, and biodegradable cleaning solutions.
 - The Contractor must submit a complete list of all chemicals, including Safety Data Sheets (SDS), to the BRCC contact for approval five (5) business days prior to the start of work.
 - All water runoff and wastewater shall be managed in accordance with local environmental and storm drainage regulations.
- **Scheduling:** The contact person for BRCC will communicate its request to have services rendered to facilitate the washing and cleaning of each respective site and building. The bidder understands that unless scheduled in advance, the washing and cleaning shall be performed at any building or site within thirty (30) days from the date of request for scheduling of washing and cleaning.
- **Occurrences:** All site buildings should be cleaned at minimum once annually, apart from the Mid-City campus' Nursing and Allied Health facility which is to be cleaned semi-annually.

II. Building Exterior Pressure/Soft Washing Specifications

The Contractor shall clean the dirty, soiled, and grimy exterior façade of the building(s), including all architectural features, overhangs, soffits, fascia, gutters and retainer walls w/ coping.

- **Target Contaminants:** The cleaning process must effectively remove all dirt, grime, dust, cobwebs, bird droppings, mold, mildew, algae, and organic growth.
- **Cleaning Method:**
 - **Soft Washing:** Surfaces constructed of stucco, Exterior Insulation and Finish Systems (EIFS), painted wood, vinyl/aluminum siding, or any other fragile material shall be cleaned using the **soft washing** technique (low pressure with specialized cleaning agents) to prevent surface damage.
 - **Pressure Washing:** Harder surfaces such as concrete, brick, or unpainted metal may be cleaned using controlled pressure washing, applied at a pressure and distance appropriate to the substrate to avoid etching or damage.
 - **Fungicide/Retardant:** After cleaning, the Contractor shall apply appropriate **fungicide or mold/mildew retardant** to inhibit future biological growth on all treated surfaces.



III. Exterior Window Glass Soft Washing Specifications

The Contractor shall perform an external, streak-free cleaning of all exterior window glass surfaces, sills, and associated frames. This service must be performed upon completion of the building washing to ensure a pristine finish.

- **Cleaning Process:** All exterior window glasses shall be cleaned using a **soft wash or traditional window cleaning method** (e.g., purified water-fed pole system or squeegee method). High-pressure washing is strictly prohibited for window glass.
- **Target Contaminants:** The cleaning must remove all foreign materials, including dirt, mineral deposits, bug residue, water spots, and cleaning solution residue from the building washing phase.
- **Finish:** Windows must be left **spot-free and streak-free**. Frames, tracks, and sills shall be wiped clean and dry of any residual cleaning agents or water.

IV. Performance

The Contractor shall perform the duties as outlined in this Scope of Work. The Facilities Services Management team will observe the work performed by the Contractor during and/or after work is completed, to ensure that the work is performed as specified.



Attachment A – Price Sheet

Price Sheet for Building Exterior Wash			
	Location and Buildings	Price for Initial Wash	Price for Additional Washes
1	Mid-City / Nursing and Allied Health	\$	\$
2	Mid-City / Bonne Sante	\$	\$
3	Mid-City / Governors	\$	\$
4	Mid-City / Louisiana	\$	\$
5	Mid-City / Cypress	\$	\$
6	Mid-City / Bienvenue	\$	\$
7	Mid-City / Magnolia	\$	\$
8	Mid-City / Mechanical Plant	\$	\$
9	Mid-City / Data Center	\$	\$
10	Mid-City / Facilities	\$	\$
11	Mid-City / Shipping	\$	\$
12	Mid-City / Parking Garage	\$	\$
Mid-City Total		\$	\$
12	Central	\$	\$
Central Total		\$	\$
13	Ardendale / Automotive Technology Center	\$	\$
14	Ardendale / Automotive Collision Center	\$	\$
Ardendale Total			\$
15	Acadian / Main Bldg.	\$	\$
16	Acadian / Cosmetology		
Acadian Total		\$	\$
17	Port Allen / Main Building	\$	\$
18	Port Allen / Welding Shop	\$	\$
19	Port Allen / Auxillary	\$	\$
Port Allen Total		\$	\$
20	Jackson / Main Building	\$	\$
21	Jackson / Welding Shop	\$	\$
Jackson Total		\$	\$
Column Total			Overall Total



EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

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

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, 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

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. 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- 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.

The Certificate Holder Shall be listed as follows: Baton Rouge Community College, 201 Community College Drive, Baton Rouge, LA 70806.

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. Baton Rouge Community College 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.