

**Delgado Community College  
Purchasing Department  
501 City Park Ave, Bldg. 37  
New Orleans, Louisiana 70119  
(504) 762-3027**

**Invitation to Bid**

**Bid Name:**

**40006-180**

**Fire School Turnout Gear**

**To Be Opened On/Bid Due Date:**

**June 11, 2026 at 2:00PM**

**Contact Person:**

**Adrienne Harris**

**Assistant Director Purchasing**

**(504) 762-3028**

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**NAME OF COMPANY**

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**ADDRESS**

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**CITY, STATE, ZIP**

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**PHONE NUMBER**

**FAX NUMBER**

**EMAIL**

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**SIGNATURE OF COMPANY REPRESENTATIVE**

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**NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE**

*\*\*This form must be completed and submitted with your bid*

## I. GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Adrienne Harris at the following address:

Delgado Community College  
O'Keefe Administration Building  
Purchasing Office  
501 City Park Avenue, Building 37  
New Orleans, La 70119  
Email: [aharri@dcc.edu](mailto:aharri@dcc.edu) / [purchasingdept@dcc.edu](mailto:purchasingdept@dcc.edu)

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents.

Sealed bids may be submitted by mail or in person. Faxed or emailed Bids not accepted. Mailed bids and hand carried bids shall go to the address in item #1. If hand carried, do not leave on the counter unattended. Bids are to be delivered directly to the Purchasing Office where they will be time stamped. The bid name and number must be on the outside of the packaging, including any express mail packaging. Please note that express mail or USPS carriers may not deliver directly to 501 City Park Avenue or to the Purchasing Office. The bidder/proposer is solely responsible for ensuring that its courier service provider makes inside deliveries directly in the Purchasing Office. All Bids must be time stamped by the Purchasing Office by the due date and time regardless of delivery method.

3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.

4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.

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

6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

7. Proposer or bidder, contractor, etc. certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred may be viewed via the internet at [www.epls.gov](http://www.epls.gov).)

## **II. BID FORM**

### **40006-180 - Fire School Turnout Gear**

#### **SCOPE OF WORK:**

Successful bidder shall provide turnout gear for rental for students and storage for same at Delgado Community College Marine Fire School located at 13200 Old Gentilly Road, New Orleans, LA 70129.

#### **NUMBER OF STUDENTS:**

The college will not guarantee no minimum or maximum number of students for this invitation to bid.

#### **VENDOR RESPONSIBILITIES:**

Successful vendor shall supply, pick up and deliver, size clean, inspect, store and repair turnout gear for rental by the students. All turnout gear will meet NFPA 8151, NFPA 1972 and NFPA 1500 standards and will include fire coats, fire pants, hoods fire helmets, suspenders and boots. Successful vendor shall provide a fresh set of gloves and hood per rental day of student's gear.

Successful vendor shall clean gear off site after the completion of each fire training course. Successful vendor shall be authorized to clean, repair, and inspect turnout gear by turnout gear manufacturers as per NFPA 1851. A letter of authorization or certificate of recognition shall be provided to the college upon request.

All students shall have fresh gear at the start of each course. All equipment shall be tested and cleaned according to NFPA 1971 standards and have cleaning techniques certified by ETL (Edison Testing Laboratories). A COPY OF ETL CERTIFICATION SHOULD BE INCLUDED WITH THE BID. FAILURE TO DO SO MAY RESULT IN THE DISQUALIFICATION OF THE BID WITHOUT FURTHER DISCUSSION.

Successful vendor shall provide a UL Certificate laboratory testing service to the college. Random audits of the vendors cleaning and/or repair process by quality control and the control/project engineer will be performed as needed. This testing shall be provided free of charge. All test results shall be recorded and available to the college.

Successful vendor shall provide, upon request and at the bidder's expense, third party independent laboratory test results showing the NFPA compliance of the vendor's cleaning and repairing processes. In addition, successful vendor shall be able to furnish upon request a certificate of conformance verifying that they are capable of repairing moisture barriers to NFPA 1971, 2000 ED. Standards.

Successful vendor shall provide advanced inspections with each advanced cleaning, according to NFPA guidelines. Vendor shall provide advanced cleaning of boots, gloves, helmet, hood, coat and pants at a minimum of in between each student use of the turnout gear. Additionally, successful vendor shall provide specialized cleaning in the event that decontamination is needed.

The vendor shall meet the following specifications for advanced inspections, advanced cleaning and specialized cleaning at a minimum:

- All advanced inspections shall be performed in accordance with NFPA 1851 guidelines.
- In order to minimize the threat of cross-contamination during the cleaning process, the washer(s) extractors used shall be dedicated to the cleaning of turnout gear only, as per NFPA 1500-5.1-8.1.
- Cleaning methods and cleaning chemicals must be in accordance with NFPA guidelines. This includes compliance with NFPA 1500, 1851 and 1971 and compliance shall be verified through lab test results. Vendor shall use cleaning chemicals that have been manufactured specifically for the cleaning of turnout gear. Cleaning chemicals shall be test to verify that PH levels are appropriate for turnout gear and meet NFPA specifications.  
Successful vendor shall provide repairs to all equipment that is rented for student usage according to NFPA standards and ETL certification. Repairs shall be in conformance with all applicable NFPA standards and shall not void any manufacturer warrantied when performing all needed repairs, including moisture barrier repairs.
- Repairs parts and methods shall meet with manufacturer requirements as stated in NFPA 971, 2000 ED. repairs/altercations shall be performed in manner that is consistent with manufacturer instructions NFPA 1851, SEC.6.
- Vendor shall perform all necessary cleaning or decontamination to turnout gear before performing any repairs as per OSHA and NFPA guidelines NFPA 1851, SEC 6.1.2.
- Any repairs deemed necessary for NFPA compliance will be documented for the Fire School's records any the time of the advanced inspection.
- Only trained personnel may perform repairs on the turnout gear.
- Vendor will provide a final inspection or repaired turnout gear by trained personnel to guarantee that all work performed meet or exceed NFPA standards.

Successful vendor shall provide next day turnaround of all rental equipment and shall provide emergency replacement of improperly sized or damaged gear. Successful vendor shall be able to maintain two clean sets of each size of gear onsite for Delgado's staff to hand out for emergency replacements.

Successful vendor shall be able to provide equipment rental year-round, twenty-four hours, seven days a week.

Successful vendor shall be responsible for distribution of equipment to students before start of each class.

Successful vendor clean and repair turnout gear belonging to the Fire School staff quarterly.

**STORAGE FACILITY:**

Successful vendor shall provide an on-site storage facility to accommodate the storage of rental gear during training. The college requires a minimum facility of 10' X 40'. A marine type shipping box "Conex" will be acceptable. Any facility bid must have the following capacity:

- Be large enough to allow for storage of forty (40) sets of equipment and shoe lockers for the storage of the student's personal effects and clean maintained area.
- Be electricity wired to accommodate full lighting, two outlet plugs and mechanical ventilation.
- Provide mechanical ventilation sufficient to provide a degree of drying to turnout gear store overnight.
- Provide and overhead awning attached to the building with dimensions of 10' X 40' and inclusive of wiring for lighting under the awning.
- Facility shall have one double door for smooth student flow.

Vendor shall provide for all cleaning, repair(s) and maintenance for the facility at no cost to the college.

All vendors shall provide a picture or drawings of the facility he/she intends to provide. Final approval shall be by the college and the decision on acceptance shall be final.

**INSURANCE:**

Insurance, as per the attached insurance requirements are a part of this bid and evidence of such must be given before work may commence.

**BID SCHEDULE**

1. Total price per student for five-day course

NOTE: The student shall have the gear for 4 days, but shall only use the gear 2 days.

State Price Per Student Here: \_\_\_\_\_

2. Total price per student for one-day course

State Price Per Student Here: \_\_\_\_\_

3. Total price per student for two-day course

NOTE: The student shall have the gear for 3 days, but shall only use the gear 2 days.

State Price Per Student Here: \_\_\_\_\_

4. Total price per student for one-day boot rental

State Price Per Student Here: \_\_\_\_\_

5. Total price per student for 4-hour gear rental

State Price Per Student Here: \_\_\_\_\_

6. Total price per student for 4-hour boot rental

State Price Per Student Here: \_\_\_\_\_

7. Total price per student for 6-hour gear rental

State Price Per Student Here: \_\_\_\_\_

NOTE: The college may be looking at a very short time frame between contract award and delivery of gear and storage. Please state below how long it will take your company to be operational after contract award. \_\_\_\_\_

**TOTAL BID AMOUNT:** \_\_\_\_\_

Bidder declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, d) hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services under this contract, all in accordance with the Bidding Documents as prepared by the College.

**By signing below, the Bidder agrees that he/she complies with all bid requirements, instructions, specifications, terms and conditions and special conditions as stated in the.**

**Signature** \_\_\_\_\_

**Title**\_\_\_\_\_

**Company**\_\_\_\_\_

***\*\* Bid must be submitted on this form***

### III. INSTRUCTIONS & REQUIREMENTS FOR BIDDERS

#### **QUALIFICATIONS:**

Bidder must have at least (5) five years of experience in financial aid verification services as it pertains to the specifications, is to be licensed in accordance with the work performed and must operate in accordance with any required laws of the State of Louisiana. Three (3) references are to be listed on the form provided in these bid documents (*see Attachment A*) and submitted with the bid. References are to be from companies where similar work of the same scope and size are currently being performed. Bidder must also be registered with the Louisiana Secretary of State prior to the due date and time for the submission of Bids

#### **ADDENDA:**

Any questions arising from the specifications or the pre-bid conference must be addressed in writing to the individual indicated in Section I, General Information, and will be answered via an Addendum. All questions must be submitted no later than **Wednesday, June 3rd, 2026 by 12:00PM CST**. A final 48-hour period after the issuance of the Addendum will be granted for questions, which are directly related only to the answers provided in the Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. The Bidder must acknowledge all issued addenda in the space provided on the Bid Form. Failure to acknowledge addenda will render the bid informal and will cause its rejection.

Bid Documents and Addenda may be downloaded from:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=39>

#### **BID SUBMITTAL:**

Bids must be sealed with the **Bidder's name, along with the name and number of the bid clearly written on the front of the envelope or package** and are to be delivered to the person and location in Section I, General Information by the date and time stated on the title page. Faxed or emailed bids are not acceptable. If shipping via express mail, all information as listed above must be on the outside of the shipping packaging. Bids received without this information or after the due date and time will be automatically disqualified.

Bids must be submitted on the forms furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for this proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with the above requirements will cause your bid to be disqualified.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.

By signing the bid, the bidder certifies compliance with the above.

**MODIFICATION OR WITHDRAWAL OF BID:**

A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 39:1594, F.

Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to Delgado Community College Purchasing Office at the place and prior to the time designated for receipt of bids.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

**BIDDER REPRESENTATION:**

By signing and submitting a bid, Bidder acknowledges that he/she has visited the site, read and understands the Bidding Documents and his bid is made in accordance therewith.

The Bidder agrees that his/her bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda and that the bid submitted is not based on any verbal instructions contrary to the Bidding Documents and Addenda.

**END OF SECTION III**

## IV. TERMS AND CONDITIONS

### GENERAL TERMS & CONDITIONS:

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
  - b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.
- A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.
  - Bid openings are public and are subject to any in place Executive Order, revised statute or College protocol as it pertains to any safety or illness risks.
  - Bids submitted are governed and subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; Standard Terms and Conditions; and Specifications listed in this solicitation
  - No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
  - Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.
  - Delgado Community College reserves the right to reject any and all bids and to waive any informality.
  - It shall be distinctly agreed and understood that the price quoted must be a firm price for the duration of the Contract, and not be subject to change at time of the delivery of services.
  - All shipping, handling, materials, labor or any other charges necessary to complete this job must be included in amount bid. Items not listed but necessary for completion of the job shall be furnished as part of the bid. Additional costs disclosed later will be at the expense of the vendor.
  - All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be included in the unit price. The College will not be responsible for freight charges not clearly stated as a part of this bid.

- The College reserves the right to award the above items separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that preclude competition.
- The College shall have the right to reject any or all bids not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.
- The Bid will be awarded to the lowest responsive, responsible Bidder as determined by the College.
- List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.
- Bidder must be able to provide a project timeline if requested by Delgado Community College
- If item(s) or services bid do not fully comply with specifications, including brand and/or product number or work, bidder must state in what respect the item(s)/services or work deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.
- The Form of Agreement between the College and Contractor for the work set forth herein will be the issuance of a Contract and purchase order.
- The quantities listed on the Bid Form are estimated, the actual quantities may be more or less. There are no minimum guarantees

**PAYMENTS:**

Vendor will be paid after work is satisfactorily completed and upon recommendation of the College Representative. Invoices must be sent no later than (30) days after services have been performed.

Payment for services will be made to the Bidder on a Net (30) basis after receipt of an invoice. Invoices will not be paid prior to 30 days from receipt of invoice.

All invoices should be submitted to the College's Office of Accounts Payable and clearly indicate the Purchase Order Number assigned by the Delgado Purchasing Department. Lump sum invoices will not be processed. Invoices must be itemized per the unit prices as stated in in the Bid Documents.

### **INSURANCE:**

Bidders are to comply with the insurance requirements as stated in Section V of the bid. The provided **indemnification form** (see Attachment A) must be completed and submitted with your bid. Failure to comply with these requirements will result in disqualification of your bid.

The successful bidder will be responsible for ensuring that Delgado receives the required **insurance certificate** after the notice of award (as per terms and conditions) in a timely manner in order to meet the required work expectancy timeframe. No work may commence until a proper certificate is received.

### **TERMINATION OF AGREEMENT:**

- **Termination of this agreement for cause** – DCC may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that DCC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, have begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then DCC may, at its option, place the Contractor in default and the Agreement 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 DCC to comply with the terms and conditions of this agreement, provided that the Contractor shall give DCC written notice specifying the DCC's failure and a reasonable opportunity for DCC to cure the defect.

- **Termination for non-appropriation of funds** - The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Termination for Convenience** - The College may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for work performed (monthly charges to be prorated) to the extent work has been performed satisfactorily.

If, for any reason, the Contractor desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the College. Contractor shall perform all work satisfactorily as contracted until the determined termination date

- **Cancellation Conditions** - In any of the following cases, the College shall have the right to immediately cancel the contract agreement due to:

The interruption of operation in any of the contacted facilities or the College beyond its control; failure of the Contractor to maintain a satisfactory performance bond or adequate insurance coverage; wherever the contractor is guilty of misrepresentation; wherever the contract agreement was obtained by fraud, collusion, conspiracy, or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States. In case of default by the Contractor, the College reserves the right to purchase any or all items or services in default on open market, charging the Contractor with any excessive costs. Until these excessive costs are paid to the College, the Contractor shall not do business with the College again.

- **Implementation of Termination** - The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification and be compensated for such work.

In the event of termination or reduction in the scope of work by the College, the College shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Contractor's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work.

Upon termination as above, the Contract Administrator shall make final determination of the amount due the Contractor for work performed.

**TERM OF THE CONTRACT:**

The term of the agreement will be from the date of award through June 30, 2027 with the option to renew for up to two (2) twelve (12) month periods if mutually agreeable. Contract extensions may not exceed thirty-six (36) months total.

**DISCRIMINATORY PRACTICES:**

Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

Both the College and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974.

Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to insure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

**SUBCONTRACTORS:**

All subcontractors must be identified and approved in writing in advance by the College. Contractor shall promptly pay all laborers, materialmen, subcontractors and suppliers for work performed pursuant to this contract.

It is the Contractor's responsibility to ensure that his subcontractors are properly licensed and insured and adhere to all rules and responsibilities as outlined in the bid documents.

**SUBSTITUTIONS AND EQUIVALENTS:**

• **SERVICES:**

Any materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered unless written request for approval has been submitted by the Contractor and has been received by the College Representative prior to beginning work.

Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

It shall be the responsibility of the Contractor to include in his request all changes required to the work if the proposed substitute is used. Approval, if granted, is given contingent upon Contractor being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

If the College approves a proposed substitution, such approval will be set forth in writing. Contractor shall not rely upon approvals made in any other manner.

- MATERIALS: Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications for material purchase are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item.

Vendor must state the brand/model he or she is bidding on each item if applicable. It shall be the sole responsibility of the Vendor to prove equivalency. Vendor shall submit with the bid all illustrations, drawings, descriptive literature, and specifications necessary to determine equivalency. Failure to do so will eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

The College reserves the right to procure and provide to the successful Bidder any and all materials in excess of \$10,000 as required to complete any repair.

*END OF SECTION IV*

## **V. INSURANCE REQUIREMENTS FOR VENDORS**

The Contractor/Vendor shall purchase and maintain for the duration of the contract/work 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/Vendor, 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 Compensations law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disaster/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 increased to a minimum of \$1,000,000.

#### **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/Vendor 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 Coverage's

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards to negligence by the contractor/vendor. ISO Form CG 20 10 (current form approved for use on Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection to the Agency.
- b. The Contractor's/Vendor's insurance shall be primary as respects to 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. The Contractor's/Vendor's insurance shall apply separately to each insured against whom claim is made or suit 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/Vendor shall not be cancelled, suspended, or violated by either party (the Contractor/Vendor 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/Vendor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor/Vendor from the obligations of the insurance requirements or the 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/Vendor 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 an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensations only.

If at any time an insurer issuing any such policy does not meet the minimum A.M Best rating, the Contractor/Vendor 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/Vendor 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/Vendor shall submit the declarations page and 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/Vendor 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/Vendor to purchase and/or maintain any required insurance shall not relieve the Contractor/Vendor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor/Vendor shall include all subcontractors and 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 the Contractor/Vendor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor/Vendor, its owners, agents and employees will have no cause of action against, and it will not assert a claim against the State of Louisiana, its departments, agencies, agents and 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 the Contractor/Vendor, its owners, agents and employees. The parties further agree that the Contractor/Vendor is owners, and agents. Contractor/Vendor 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/Vendor 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 the Contractor/Vendor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor/Vendor 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/Vendor 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.

Accepted By:

\_\_\_\_\_

*Company Name*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Date Accepted*

Is certificate of insurance attached? \_\_\_\_\_ YES \_\_\_\_\_ NO

***\*\*This form must be completed and submitted with your bid***

**ATTACHMENT A: REFERENCE FORM**

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	_____
(Contract Administrator)	(Time Period)

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	_____
(Contract Administrator)	(Time Period)

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	_____
(Contract Administrator)	(Time Period)

***\*Form must be completed and submitted with the bid***

**END OF BID DOCUMENTS**