

INVITATION TO BID



Bid Number: 252609 Bid Title: Janitorial Services for Various BRCC Campuses

Bids will be accepted until June 23, 2026, at 12:00 P.M. CST

Bids Will Be Publicly Opened: June 23, 2026, at 2:00 P.M. CST

Bid Release Date: June 9, 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 **June 23, 2026, at 12:00 p.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 all timely submitted sealed bids at its office located at **Magnolia Library Building, Dumas Room, 201 Community College Drive, Baton Rouge, LA 70806,** on **June 23, 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 June 23, 2026, at 12:00 p.m. CST. **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

Payment Terms: _____

City, State, Zip

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 12 months. Upon agreement of BRCC and the contractor, a term contract may be extended for two additional twelve-month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 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. Financial Stability

The contractor shall possess the financial capacity necessary to provide staffing, equipment, supplies, and other resources required for successful contract performance.

The Contractor shall demonstrate financial stability sufficient to perform the services required under this solicitation. Upon request by BRCC, the proposer shall provide financial information, including but not limited to audited financial statements, reviewed financial statements, balance sheets, income statements, or other documentation deemed acceptable by BRCC.

BRCC reserves the right to reject any proposal from a proposer whose financial condition is determined to be insufficient to satisfactorily perform the contract.

11. 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.

12. Invoices.

Invoices shall be submitted to, Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806. The invoice shall refer to the purchase order number, quantity, unit price, and deliver point. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form. **Payment terms are net 30.** 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 of 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 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.

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 or Special Terms and Conditions, the Special 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. 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.

21. 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.

22. Scope of Work Inclusions.

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 required services.

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.

23. 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.

24. Insurance and Indemnity.

See Exhibit A

25. 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

26. 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.

27. 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 a Bidder's failure to download any addenda documents required to complete the Invitation to Bid.

28. 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.

29. Experience Requirements.

The Contractor shall have satisfactory janitorial service experience. Contractor shall provide references from 3 current or previous clients within 5 business days upon BRCC's request.

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 **12:00 p.m. June 16, 2026**. 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:

Bland Washington
E-mail: washingtonb@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.

31. Bid Quantities on Term Contracts.

For an open-ended requirements term contract, quantities shown are based on the previous contract usage or estimates. When usage is not available, a quantity of one (1) indicates a lack of history on the item. The successful Bidder shall supply, at Bid Prices, actual requirements as ordered whether the total of such requirements is more or less than the quantity shown

SCOPE OF WORK

The intent of these specifications is to provide Baton Rouge Community College (BRCC) with a contract for janitorial services at various BRCC Locations.

The Contractor shall be responsible for providing all necessary, personnel, supervision, and transportation required to execute the services defined herein.

Staffing: All personnel must be legally authorized to work, properly trained in all required tasks, safety procedures (e.g., OSHA/HAZWOPER), and the proper use of all chemicals and equipment.

Background Checks: The Contractor is required to conduct background checks on its employees assigned to the facility(ies) and ensure compliance with all applicable security protocols.

Supplies: BRCC will provide all chemical cleaning supplies (e.g. cleaning solutions) and restock supplies (e.g. toilet paper, napkins, etc.). Any supplies other than the ones provided by BRCC are prohibited for use. **The bidder shall not include these supplies cost in their bid.**

Equipment: The Contractor must provide and maintain all necessary equipment in good working order. All vacuum cleaners must have high-efficiency particulate air (HEPA) filters to ensure proper air quality.

Buffing equipment should be in safe operating order both electrically and mechanically.

Supervision: A designated Site Supervisor must be available during all service hours and contactable 24/7 for emergencies. The Supervisor will be the primary point of contact for the Facility Manager.

I. Service Areas

Contractor shall perform the following janitorial services:

A. General Office & Common Areas

These areas include offices, cubicles, hallways, conference rooms, break rooms, lobbies, and stairwells.

Daily Service:

- Trash Collection: Empty all waste receptacles and replace liners. Transport collected waste to the designated facility dumpster/receptacle.
- Dusting: Dust all accessible horizontal surfaces, including desks, file cabinets, windowsills, and exposed piping/vents.
- Vacuuming/Sweeping: Vacuum all carpeted areas (wall-to-wall) and sweep/dust mop all hard surface floors.
- Spot Cleaning: Remove smudges, fingerprints, and spills from walls, doors, light switches, and partitions.
- Glass/Entrance: Clean glass entrance doors and adjacent sidelights (inside and out).
- Keep janitorial/janitorial closet(s) neat, clean, and orderly

B. Restrooms

Daily Service: (Cleaned on two-hour intervals)

- Restrooms must be maintained to the highest standards of sanitation and hygiene.
- Sanitizing: Clean and sanitize all toilets, urinals, sinks, and countertops using hospital-grade disinfectants.
- Floors: Sweep/mop floors with a disinfectant solution. Pay special attention to baseboards and corners.
- Stocking: Restock all paper products (toilet paper, paper towels), hand soap, and hand sanitizer dispensers.
- Waste: Empty and sanitize all feminine hygiene and trash receptacles.
- Fixture Cleaning: Polish all chrome fixtures, mirrors, and dispensers.

C. Floor Care -All Areas

Floor care must adhere to the manufacturer's recommendations for all floor types.

Deliverable: The Contractor shall provide Service Frequency Notes for hard surface floors during inspections.

1. Vinyl, Tile, Wood

- **Daily Service:** (Spot Clean/Dust Mop) Wet mop/Auto-scrub floors.
- **Quarterly Service:** Strip and Wax all Luxury Vinyl Tile (LVT) flooring
- **Bi-Annually Service: (Hard Floors)** Strip, seal, and apply a minimum of four coats of "Signature" commercial-grade finish. High-Traffic Area Maintenance Monthly Buffing or high-speed burnishing of high-traffic hard-surface areas.

2. Carpeted Floors Deep Cleaning

- **Quarterly Service:** Hot water extraction (steam cleaning) or bonnet cleaning of all carpeted areas.

D. Interior Window Cleaning

1. Interior Windows

- **Daily Service:** Clean all interior partition glass, interior windows, and high-level windows. This includes cleaning frames and sills.
2. Exterior Windows:
- **Annual Service:** Clean all exterior windows, glass doors, and ground-level glass using professional methods. To be performed Annually (During Spring) or as specified.

II. Inspections

Quality Control and Inspections:

- In order to monitor the quality of work performed by the Contractor, the BRCC's Janitorial Supervisor or designee shall conduct random inspections on all areas cleaned. The intent of this contract is to receive acceptable, quality, complete, and uniform janitorial services throughout each building or area on a daily basis.
- The Contractor shall implement a documented Quality Assurance (QA) Program.
- The Site Supervisor must conduct daily checks of the facility. The Operations Manager of Janitorial and the Janitorial Supervisors will conduct a formal joint inspection Monthly to review performance.
- Any deficiencies noted during inspections must be corrected by the Contractor within two (2) hours for high-priority and emergency items (e.g., spills, restroom issues), and within 24 hours for all other items.
- The Director of Facility Services, or designee shall notify the Contractor of reported performance issues. The Contractor has seven (7) business days, from the date of notice, to respond to the reported performance issue(s). The contractor's failure to respond to the agency's initial notice of deficiencies in performance, or failure to respond to the Director of Facility Services or designee notice of performance issues within the required number of days specified in each notice may constitute grounds for contract termination.

Holiday Schedule:

BRCC will recognize the following unpaid holidays during the contract term. The Contractor will not be responsible for having any personnel in the facility on these holidays: New Year's Day, MLK Day, Mardi Gras Tuesday, Good Friday, Juneteenth, Independence Day, Labor Day, Thanksgiving, Christmas (Dec. 24-Dec.31). On all other days the contractor shall supply staffing to ensure normal operation.

If the Agency is closed due to a weather event, the contractor will be notified, and no staff member will be needed.

Staffing Requirements:

The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily, per Contract specifications, regardless of absenteeism.

Services shall be performed during business hours (7:00 AM to 9:00 PM, Monday through Thursday & 7:00 AM to 6:00 PM, Fridays) to minimize disruption. All special project work (stripping and waxing) must be coordinated in advance with the Operations Manager of Janitorial.

Staffing Requirements			
Campus	(Mon-Thurs)	FRIDAYS ONLY	Number of Staff
Acadian (3)	7am – 4pm	7am – 4pm	One
	10am – 7pm	9am – 6pm	One
	12pm – 9pm	9am – 6pm	One
Jackson (1)	7am – 4pm	7am – 4pm	One
Port Allen (1)	7am – 4pm	7am – 4pm	One
Central (1)	7am – 4pm	7am – 4pm	One

Stipulated Damages:

If services are not in conformity or not performed within the requirements of the contract, the Contractor agrees to pay stipulated damages.

For each occurrence of which the Contractor fails to meet the scheduled staffing requirement during work hours due to late arrival, early departure, or any other absence, Contractor agrees to pay the sum of \$25.00 per hour (one (1) hour minimum) for each hour or portion thereof for which the facility is unattended and until the post is staffed. Late arrival, early departure or any other absence will be defined as any absence over fifteen (15) minutes. This is not a penalty, but stipulated damages.

The Contractor agrees that for each occurrence in which assigned personnel reports for duty without the necessary equipment to properly perform their assigned duties, or with equipment that is not fully operational, the Contractor shall pay the sum of \$25.00 per occurrence. This amount shall be considered stipulated damages and not a penalty and may be applied as credit to the Contractor’s next invoice.

Contractor agrees that the amount of stipulated damages will be deducted from payments for the work under this solicitation. The Contractor shall be liable for stipulated damages more than amounts due the Contractor under this contract.

In the event of late arrival of fifteen (15) minutes or more, BRCC will notify the Contractor, and replacement personnel must arrive at the designated location not more than one (1) hour after notification. The arrival of replacement personnel will not remove the stipulated damage fee requirement.

Safety and Compliance:

The Contractor must comply with all local, state, and federal laws, including but not limited to the Association of Physical Plant Administrators (APPA) (Level 1 – Orderly Spotlessness and Level 2 Ordinary Tidiness Cleaning Standards) and Occupational Safety and Health Administration (OSHA) standards. The Contractor is solely responsible for all worker compensation, payroll, taxes, and other employee-related liabilities.

Below are the service addresses:

BRCC Acadian
BATON ROUGE COMMUNITY COLLEGE
3250 North Acadian Thruway East
Baton Rouge, La. 70805

- **Square Footage – 188,575 sq. ft**

BRCC Jackson
BATON ROUGE COMMUNITY COLLEGE
3337 Highway 10,
Jackson, La. 70748

- **Square Footage – 25,987 sq. ft**

BRCC Port Allen
BATON ROUGE COMMUNITY COLLEGE
3233 Rosedale Rd.
Port Allen, La. 70767

- **Square Footage – 16,854 sq. ft.**

BRCC Central
BATON ROUGE COMMUNITY COLLEGE
10700 Hooper Rd.
Central, La. 70818

- **Square Footage – 80,000 sq. ft.**

BID FORM – Please complete the contact information and pricing information.

Provide a contact person and back up person for issues with incorrect billing. Incorrect invoices must be corrected within 5 working days from the date of notice from BRCC.

Invoice problem contact person:

Name - _____

Email - _____

Phone number - _____

Back up invoice contact person if primary person is not available:

Name - _____

Email - _____

Phone number - _____

BRCC:

201 Community College Drive
Baton Rouge, LA 70806

Location		Monthly	One Year (12 months) Total
Acadian Campus			
Central Campus			
Port Allen Campus			
Jackson Campus			
Special Event Hourly Rate			
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.