



INVITATION TO BID

Bid Number: **262702**

Bid Title: **Welding Gas Cylinders Rentals**

Bids will be accepted until **August 13, 2026, at 12:00 P.M. CST**

Bids Will Be Publicly Opened: **August 13, 2026, at 2:00 P.M. CST**

Bid Release Date: **July 24, 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 August 13, 2026 at 12:00 p.m. To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with Baton Rouge Community College, Bid title, Bid opening date and the Bid number and submitted in person to the following drop off location: The Mail Bag, 7515 Jefferson Highway #326, Baton Rouge, LA 70806. **FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.**
2. 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 August 13, 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.
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. **Quantities:**

This is an open-ended requirements contract.

7. **Contract Period**

The contract is for a period of twelve (12) months beginning **September 1, 2026, and ending August 31, 2027**. 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 Request for Quote prices shall be complete, including transportation prepaid by Vendor to destination and firm for acceptance for a minimum of 45 days. Prices are to be quoted on unit of measure requested, per roll, per reel, per carton, per gallon, etc., as specified in this request. If accepted, prices shall be firm for the contractual period.



Quotes other than Platform Delivery F.O.B. destination may be rejected. Platform Delivery FOB Destination means the successful vendor 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 quoted price. Include a packaging list that includes the purchase order number with each shipment.

9. Taxes.

Vendor is responsible for including all applicable taxes in the Quoted 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 Vendor that is selected.

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.

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 quote 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.

16. Order of Priority.

In the event there is a conflict between the Instructions 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. Late Payments.

Interest due by the Using Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

19. Terms and Conditions.

This Request for Quote contains all terms and conditions with respect to the commodities herein.

20. Increase/Decrease Clause.

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

21. Right to Audit:

The State Legislative auditors and internal auditors of the Louisiana Department of Health, the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this contract for a period of five years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

22. 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.

23. Non-Exclusivity Clause.

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



24. Insurance and Indemnity.

See Exhibit A. Insurance limits shown in Exhibit A are the standard and are negotiable.

25. 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.

26. 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.

27. 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 **2:00 p.m. August 4, 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:

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.



BID FORM

This purpose of this Invitation to Bid is to establish a contract for the rental of Welding Gas Cylinders to multiple BRCC campuses.

****Rental Unit Price** = Unit Price is the monthly rental of one (1) tank. ***Gas Price** = Unit Price of filling one (1) tank with appropriate gas.

Submitted prices shall be firm fixed prices. Include all associated direct and indirect costs in the prices.

Quantities of tanks to be rented are estimated and may be increased or decreased, based on BRCC's need, at quoted price listed below.

Deliver to BRCC-Port Allen, 3233 Rosedale Rd, Port Allen, LA 70767, approximately one (1) time per week.	Estimated # of Cylinders	**Rental Unit Price	UOM	*Gas Price	UOM
Oxygen, Compressed Gas 2.2 (282-300 CF cylinder) State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	7		Month		Each
Argon 75%/ Carbon Dioxide 25%, Industrial Grade Compressed gas (300-380 CF cylinder) State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	6		Month		Each
Argon, Industrial Grade Compressed 2.2 Bank of 6 cylinders, (300-336 CF cylinder) State cylinder size proposed: _____ **Monthly rental on bank of 6 cylinders above per your proposed cylinder size	24		Month		Each
Propylene High purity gas, (100-pound cylinder) State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	6		Month		Each
Propylene High purity gas, (60-pound cylinder) State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	6		Month		Each
Oxygen Bank of 12 cylinders, (300-337 CF cylinder). State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	36		Month		Each



Propane for forklift gas, (33-pound cylinder) State cylinder size proposed: _____					
**Monthly rental on above per your proposed cylinder size	6		Month		Each

Deliver to BRCC Folkes, 3737 Hwy 10, Jackson LA 70748 approximately one (1) time per week	Estimated # of Cylinders	**Rental Unit Price	UOM	*Gas Price	UOM
Oxygen, Compressed Gas 2.2 (282-300 CF cylinder) State cylinder size propose: _____					
**Monthly rental on above per your proposed cylinder size	9		Month		Each
Argon 75%/ Carbon Dioxide 25%, Industrial Grade Compressed gas (300-380 CF cylinder) State cylinder size you propose: _____					
**Monthly rental on above per your proposed cylinder size	6		Month		Each
Argon, Industrial Grade Compressed 2.2 (300-336 CF cylinder) State cylinder size proposed: _____					
**Monthly rental on above per your proposed cylinder size	6		Month		Each
Propylene High purity gas, (100-pound cylinder) State cylinder size proposed: _____					
**Monthly rental on above per your proposed cylinder size	3		Month		Each
Propylene High purity gas, (60-pound cylinder) State cylinder size proposed: _____					
**Monthly rental on above per your proposed cylinder size	3		Month		Each
Argon, Industrial Grade Compressed 2.2 (200 CF cylinder) State cylinder size proposed: _____					
**Monthly rental on above per your proposed cylinder size	14		Month		Each
Propane for forklift gas, (33-pound cylinder) State cylinder size proposed: _____					
**Monthly rental on above per your proposed cylinder size	6		Month		Each



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Deliver to BRCC-Acadian, 3250 N. Acadian Thruway E., Baton Rouge, LA 70805, approximately one (1) time per week.

Estimated # of Cylinders	**Rental Unit Price	UOM	*Gas Price	UOM
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Oxygen, Compressed Gas 2.2 (282-300 CF cylinder) State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	7		Month	Each
Argon 75%/ Carbon Dioxide 25%, Industrial Grade Compressed gas (300-380 CF cylinder) State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	3		Month	Each
Argon, Industrial Grade Compressed 2.2 Bank of 12 cylinders, (300-336 CF cylinder) State cylinder size proposed: _____ **Monthly rental on Bank of 12 cylinders above per your proposed cylinder size	7		Month	Each
Propylene High purity gas, (100-pound cylinder) State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	7		Month	Each
Propylene High purity gas, (60-pound cylinder) State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	7		Month	Each
Propane for forklift gas, (33-pound cylinder) State cylinder size proposed: _____ **Monthly rental on above per your proposed cylinder size	6		Month	Each



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.