



INVITATION TO BID

Bid Number: **262703**

Bid Title: **Drive Simulator**

Bids will be accepted until **September 1, 2026, at 12:00 P.M. CST**

Bids Will Be Publicly Opened: **September 1, 2026, at 2:00 P.M. CST**

Bid Release Date: **August 18, 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 September 1, 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 September 1, 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. **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.

7. 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.

8. 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 intends to award 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.

9. Invoices.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. Order of Priority.

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

15. Applicable Law.

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

16. 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.

17. 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.

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. 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.

20. Prohibition of Discriminatory Boycotts of Israel.

In accordance with La R.S. 39:1602.1, the following applies to any bid with a value of \$100,000 or more and to vendors with five or more employees:

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

21. Prohibition of Companies that Discriminate Against Firearm and Ammunition Industries:

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bid or competitive sealed proposals, or contracts with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the bidder, proposer, or contractor certifies that the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or a firearm association.
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The College reserves the right to reject the response of the bidder, proposer, or contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

22. Equal Opportunity.

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



23. Non-Exclusivity Clause.

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

24. Descriptive Information.

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for the College to evaluate quality, suitability, and compliance with specifications in the solicitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not fully comply with specifications (including brand and/or product number), bidder should state in what respect item(s) deviate. Failure to note expectations on the bid form will not relieve the successful bidder(s) from supplying the actual products requested. The decision of the College as to equivalency shall be final.

25. Purpose.

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

26. 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 Bidder's failure to download any Addenda documents required to complete the Invitation to Bid.

28. 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 24, 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.



SPECIFICATIONS AND BID FORM

This solicitation is to purchase a Driver Simulator for the purpose of training at Baton Rouge Community College (BRCC).

Bidder shall provide a minimum one-year warranty beginning on the date of final acceptance by BRCC. The warranty shall include, at no additional cost, all parts, labor, field service/maintenance, and software updates required to maintain the equipment and software in proper operating condition.

Following expiration of the initial one-year warranty period, BRCC may elect to purchase annual maintenance and software support for successive one-year periods at pricing mutually agreed upon in writing by BRCC and the Contractor. Each renewal must be affirmatively authorized in writing by BRCC prior to the start of the renewal period. Automatic renewal is prohibited.

The bidder shall provide the following or EQUAL:

	DESCRIPTION	QTY.	UOM	UNIT PRICE	TOTAL PRICE
1	Compact TranSim VS Trucking Simulator or EQUAL State Brand Name: _____ Must include a minimum 10-speed Original Equipment Manufacturer (OEM) manual transmission Image generation processing platform: Intel i7 4.9 GHz processor, NVMe3 Solid-State Drive (SSD), GeForce RTX 4070 video and graphics The dashboard shall replicate the general configuration and functionality of a conventional Class 8 semi-truck dashboard and shall include, at minimum, seat, restraint, steering wheel, pedals, brake controls and transmission controls. 360-degree immersive visual system (180-degrees forward, plus rear-view mirrors, virtual	1	EA		
				\$ _____	\$ _____

pan, and operational over-the-shoulder view, presented on 4K Ultra High-Definition Displays Must have an interface for both operator and instructor High-volume and clear stereo sound. Force-feedback pneumatic and hydraulic braking Force-feedback steering Must have clutch and accelerator pedals that are representative of a real Class 8 semi-truck's clutch and pedals. Vehicle behavior shall vary based on configurable vehicle and payload parameters, including gross vehicle weight, payload weight, road grade, speed, braking input, and steering input. Minimum of 10 commercial vehicle inventory required Must have at minimum the following environments: baseline urban, suburban, rural, freeway, skid pad, mountain, and snow virtual, advanced airport, coal mine, construction site, desert, dirt road, indoor trucking course, mountain forest, oil field, and swamp Must have simulated impeding conditions, obstacles and malfunctions that must include fog, snow, rain, wind, ice, glare, intoxication, rail crossing, pedestrians, animals, tire blow-out, and brake failure.				
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	Minimum of 120 included training scenarios Scenario recording and playback with DVR functionality Must have individual assessment and scoring Must have a learning management system that allows full control of lesson plans, scenario presentation and student database.				
2	D-Box Gen 3 Motion Base Series 8 or EQUAL State Brand Name: _____	1	EA	\$ _____	\$ _____
3	Skill Assessment Software The software must include assessment evaluation metrics reporting.	1	EA	\$ _____	\$ _____
4	Trucking Vehicles Expansion Package Must include: Concrete Truck, Generic Car Hauler, Trucking Delivery, Trucking Municipal, Oversized Load Vehicle and Waste Management	1	EA	\$ _____	\$ _____
5	CDL Scenario Package Must include basic operations that include backing, turns,	1	EA	\$ _____	\$ _____



	intersections, space management, and shifting. Must be designed for rural, freeway and suburban environments.				
6	Delivery and Installation Time is of the essence: Delivery, Installation, and Invoice must be completed by September 23, 2026. State Expected Completion Date: _____	1	EA	\$ _____	\$ _____
7	On-Site Training Minimum two (2) days training	1	EA	\$ _____	\$ _____
8	Shipping	1	EA	\$ _____	\$ _____

GRAND TOTAL PRICE: \$ _____



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 and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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 accident 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. Commercial 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 Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are 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 for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

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. All policies must be endorsed to require 30 days written notice of cancellation 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. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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

1. 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 compensation coverage only.
2. 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 within 30 days.

E. VERIFICATION OF COVERAGE

1. 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 or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Baton Rouge Community College
201 Community College Drive
Baton Rouge, LA
Bid # or Project Name
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, 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

1. 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.
2. 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. The State of Louisiana 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.