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

Invitation to Bid

Bid Name:
40006-R0031997 – Athletic Weight Room Equipment and Installation, etc.

Bid Due By & To Be Opened On:
Wednesday, December 2, 2026 at 2:00PM CST

Contact Person:
Wendy Boesch
Senior Buyer
(504) 762-3031

_____
NAME OF COMPANY

_____
ADDRESS

_____ / _____ / _____
CITY, STATE, ZIP

_____ / _____ / _____
PHONE NUMBER FAX NUMBER EMAIL

_____
SIGNATURE OF COMPANY REPRESENTATIVE

_____
NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

TITLE PAGE

GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Wendy Boesch, Senior Buyer-Purchasing Department at the following address:

   Delgado Community College
   O'Keefe Administration Building,
   Purchasing Department
   ATTN: Wendy Boesch, Sr. Buyer
   501 City Park Avenue, Building 37
   New Orleans, La 70119

   **Questions ONLY may be emailed to: wboesc@dcc.edu or purchasingdept@dcc.edu

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

2. **All sealed bids submitted must be RECEIVED in the PURCHASING DEPARTMENT by the date and time stated on the title page and stamped in prior to bid opening.** Please NOTE that express mail or USPS carriers do NOT deliver directly to 501 City Park Avenue. The Bidder /proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to 501 City Park Avenue. Delgado Community College shall not be responsible for bids delivered to another part of campus/site, even if a tracking system shows delivery. If in person, bids are to be delivered directly to the Purchasing Department. Do not leave on counter unattended.

3. Sealed bids may be submitted by mail or in person directly to the Purchasing Department as listed above. **(All bids must be IDENTIFIABLE PRIOR to any envelope/package opening). The BID NAME and NUMBER must be on the OUTSIDE of the packaging, including any express mail/shipping packaging or Bid will not be opened.**

   Emailed or faxed bids are NOT accepted.

   Bids not physically received in the Purchasing Department by the bid due date & time will not be opened, evaluated, calculated or considered.

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

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

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

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

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

END OF GENERAL INFORMATION SECTION

SCOPE and SPECIFICATIONS
40006-R0031997 – Athletic Weight Room Equipment and Installation, etc.

SCOPE:

- This open solicitation is for the supplying, set-up, installation, training, services, maintenance, etc. of Athletic Weight Room Equipment as listed below or an approved equivalent.
- The successful bidder shall deliver to Delgado Community College's City Park Campus. Scheduling of delivery/installation/training may be required with the Department, contact Tyler Scheuermann at tscheu@dcc.edu 504-671-5449.
- This Bid will be awarded on an All or None Basis, No Partial Bids accepted.
- Product names and numbers listed are used for product reference only. See specifications below. Bids shall be accepted for any brand that meets or exceeds the specifications. (Page 13).
- Bidder is responsible for all warranties as it relates to the product bid and for ensuring that the set-up/installation of the materials is qualified to the product bid. No separate purchase order or payments will be issued to the installer. The Prime Vendor is responsible for orders and payments to the installer or any additional personnel/businesses for this job.
- All deliveries must include inside delivery, if required, and not left curbside. Any additional cost associated with inside delivery must be included in the unit price bid.
- The quantities listed in the bid are estimated to be the amounts needed but are not a guarantee of purchase. Any actual items/quantities ordered shall be listed on the purchase order.
- Bids are to be submitted on the Bid Form below. Bids submitted in any other manner will not be accepted. Quotes prepared on the Bidder's own form are not an allowable substitute.
- Bidders are to carefully consider all requirements and circumstances prior to pricing and submitting a Bid. By submitting a Bid, bidder agrees that they can supply all items within the time frame required and that they agree to abide by all terms and conditions of the Bid.
- By submitting your Bid, Vendor agrees to abide by all terms and conditions without exception. Vendor added terms and/or conditions may not supersede anything outlined herein or that are in conflict with the Louisiana Administrative Code or Procurement Laws and will render your Bid as non-responsive causing disqualification.
- The bidder agrees that by submitting a bid and acceptance of an award, all pricing, terms and conditions as stated in this bid document will become a contractual agreement between the College and the Bidder.

MINIMUM REQUIRED SPECIFICATIONS: (or approved equivalent):

- Equipment must be new, unused, and delivered in fully operational condition.
- All Items must be bid.
- Bid Pricing shall include a Lifetime Warranty on all Racks and Steel Items and be included on line 41.
- All required shipping, installation, setup, operational testing, training, warranty, services, maintenance costs, etc. must be included in the bid price. Any additional costs disclosed later will be at the expense of the Bidder.

ITEM NO	DESCRIPTION
P03537	Base Camp Half Rack (w/ Custom Laser Cut Logo) -Rack @ 8' 6" Tall, 3' 11" Wide, 5' 3" Long w/ Laser Cut Numbering -Pair Sandwich Style J-Hooks - New -Pair 24" Spotter Bars -6 Customizable Plate Storage Pins -2 Split Change Urethane Utility Pins -Abbreviated Arch -Bolt-on Batwing Bar -Single Bar Storage (Horiz)
P06436	Base Camp High Bridge - TBD
P13783	v2 Recon Adjustable Bench
P01502	Sorinex Performance Bar Black Zinc - 20kg US Made Black Bushing Bar 190,000 min tensile strength and 175,000 min yield strength Black zinc shaft, bright zinc sleeves.
P04037	Sorinex Prime Black Rubber Bumper Plate - 45lbs - Custom Pri Plate diameter of 450mm/17.7 inches (IWF Standard) Collar Diameter 50.4mm/1.98 inches Weight Tolerance within 0.3% of claimed weight Solid Rubber with a Durometer of 88-92 Zinc Coated Steel Hubs Four year warranty covers defects in workmanship under normal use 45 Lb - 2.09 Inches

P04038 Sorinex Prime Black Rubber Bumper Plate - 25lbs - Custom Pri

Plate diameter of 450mm/17.7 inches (IWF Standard)
Collar Diameter 50.4mm/1.98 inches
Weight Tolerance within 0.3% of claimed weight
Solid Rubber with a Durometer of 88-92
Zinc Coated Steel Hubs

Four year warranty covers defects in workmanship under normal use

25 Lb - 1.38 Inches

P05022 Sorinex OS Black Econ Rubber Bumper Plate - 10lbs - Custom F

P05034 Sorinex Urethane Change Plate 5lbs

P05035 Sorinex Urethane Change Plate 2.5lbs

P12401 Sorinex Prime Rubber DB Set 5-100lbs (Pairs) - Custom Printe

2 year warranty

P01137 Iron Bear Side (3-tier height)

P00391 Iron Bear Dumbbell Tier (5 Pair Total Storage)

P00393 Iron Bear Kettlebell Tier

P00491 LandMine for Base Camp & XL Series

P01137 Iron Bear Side (3-tier height)

P00394 Iron Bear Medicine Ball Tier

P00225 Dynamax Standard Medicine Ball - 12lb

P00226 Dynamax Standard Medicine Ball - 14lb

P00070 Large Strength Bands - Micro (Pair) Orange

P00071 Large Strength Bands - Mini (Pair) Red

P00073 Large Strength Bands - Monster Mini (Pair) Black

P00067 Large Strength Bands - Average (Pair) Green

P02593 Sorinex Ductile KB - 8kg

P02594 Sorinex Ductile KB - 12kg

P02595 Sorinex Ductile KB - 16kg

P02597 Sorinex Ductile KB - 24kg

P07620 Airex Balance Pad - Blue

P00605 Safety Squat Bar w/ Handles on Yoke

P02729 6 Bar Storage (Inline)

P03343 Sorinex Double Handle Diamond Bar

P13083 Perform Better Extreme Foam Plyobox Set (6",12",18")

P02603 Spud Inc 2 Ply Deadlift Belt - Black (L)

P00877	TRX Suspension Trainer (Single Unit)
P02196	Sorinex Glute Ham Roller
P00594	Black Dacron Rope - 1.5" x 50' (Combo) Sorinex Battling Rope (1.5 in by 5 ft) --Nylon composite construction --Hand whipped endtail --Ends are dipped in polymer for durability --Non-abrasive, non-shedding --Made in the USA, 5 year warranty (structural)
P08965	First Place Competitor Hurdle
P13972	Rogue Echo Bike v3.0
P00166	Concept II Rower (Model D) w/ PM5 (Black)
P00947	Short Bands - 12" Mini (Pair - Red)
P00950	Short Bands - 12" Light (Pair - Purple)
P03893	Professional Installation -Professional Set-Up, Tuning, Calibration, and Inspection of listed equipment

Base Camp Half Rack with Custom Laser Cut Logos

- 100% made in the USA
- Depth Range 63"-64"
- Width Range 46"-48"
- Height Range 101"-102" - 3" X 3" tubing
- 11 gauge uprights drilled through in 2 directions, creating 4-way hole design, spaced on 2" drilled 1 1/16" hole centers
- Safety bar areas width should be between 41-43" and constructed of 3" X 3" tubing with ability to accept attachments
- Safety bars drilled for 1" accessory pin anchors on 2" spacing
- Anchor feet should be externally rotated at the end of each rack.
- 1 sets of bar hooks (j-hooks) be cut from plate steel with at least 1" thick plastic HDPE material.
- All bar hooks and pins should have safety, bull nosed machined ends supported and secured through both sides of all drilled uprights for maximum strength yield.
- There should be no metal to metal contact during placement of weightlifting bar in bar hooks due to the solid, UHMU hook central core on each hook.
- All uprights need to accept storage, weight storage, stretch band, pull-up bar, and roller pads in any of 4 directions.
- For safety and durability, all assembly bolts of the main frame should be secured by at least 1" diameter bolts that can be adjustable with common hand tools.
- Plate, chain, and band storage pattern need to be able to be adjusted or changed by customer to suit various needs to any position on the rack.
- Rack must have a customizable laser cut wide rib arch support measuring 41-43" wide by 10" deep and 4" at arch throat top.
- Front and rear brace of rack should be drilled on 2" centers for accessory attachments.
- Each hole on the rack and accessories should be marked with a high machined, milled in highly visible number as to hole assignment index.
- Approximate 1 1/16" holes should be drilled on 2" centers along the entire length of overhead supports on the top, bottom, and all sides to facilitate stretch band anchor and storage pins.
- Rack needs to be band compatible in all 4 directions, overhead and 2 directions on rack base section.
- Base of rack should have top area protected from wear by a thick UHMU plastic wear guard.
- Rack needs to have ability to bolt both a Cable Column and Lat Pull Down / Low Row Unit to rear or side uprights of Rack using existing pre-drilled holes.
- Rack should include over 17" long 1" diameter solid steel pins that are covered for storage and

stretch band anchor points.
- All storage, dip, and locking internal pins should be welded on.
- Rack must include 1 multi-positioning Chin Up Bar.
- Rack must have 1 landmines- multi directional torso trainer locks into any of racks
- Custom Cut single sided Logo w/Artwork and Multi-Colored Backer Plates should be made of steel and cut to order according to customer branding. Each individually laser cut layer will be ground down, free of defects, and electro-statically powder coated according to its branding designation.
- Rack must include (1) single bar storage made of 11 gauge steel that is able to be moved based on customer preference.
- Rack must include minimum (6) 12" Fixed Urethane Coated American Steel Storage Pins

High Bridge
- 100% made in the USA
- The high bridge shall be at least 6' length, 3" width, 3" height.
- The high bridge must fit the double full and half racks.
- High Bridge shall be able to utilize 4-Way Hole Design allowing all bars, brackets, and add-ons to be secured in any direction front to back or side to side.
- High Bridge shall be provided in a custom unit color configuration.

Adjustable Recon Bench
- Adjustable to 6 positions. 0, 15, 30, 45, 60, 75 Degrees.
- Entire frame construction of 11-gauge and 7-gauge 2" square steel bent tubing and at least 70,000 PSI full-pass mig welds and rubber caps.
- Integral wheels of urethane that must not contact the floor when in use.
- Knurled handle at seat-end of bench for ease of transport.
- Gravity-activated angle support
- There should be no inserts or additional pads between back and seat pad.
- Bench height 17-19".
- Pads should be made with at least 3/4" birch plywood backboard with all corners and edges rounded
- 1" thick (minimum) high-density, non-moisture absorbing, closed-cell rebound foam covered with fully-sewn double-stitched premium naugahyde, mounted to frame.
- Back pad 11-12" wide x 38-40" long.
- Seat pad tapered from 10" (rear) to 6" (front) for comfort.
- Bench must have the ability to be stored in an upright position when not in use.

Prime Black Rubber Bumper Plates Custom Printed (45lb, 25lb, &10lb)
-Plate diameter of 450mm/17.7 inches (IWF Standard)

-Collar Diameter 50.4mm/1.98 inches

-Weight Tolerance within 0.3% of claimed weight

-Solid Rubber with a Durometer of 88-92

-Zinc Coated Steel Hubs

-Four year warranty covers defects in workmanship under normal use

Iron Bear Storage Side (3-tier height)
- 100% made in the USA
- Depth Range 32"-34"
- Minimum Width 3"
- Height Range 36"-48"
- 3" X 3" tubing, 11 gauge uprights drilled through in 2 directions, spaced on 2" drilled 1 1/16" hole centers
- Must be compatible with Jammer Arms for Belt Squat Attachment, Cable Columns and Lat Pull/Low Rows Iron Bear Kettlebell Tray
- 100% made in the USA
- Depth Range 11-13"
- Length Range 89-91"
- Height Range 4"-6"
- Must be compatible with Storage Unit Side (3-tier)
- Must have inlaid rubber liner on tray Iron Bear Dumbbell Tray

Prime Rubber Series Dumbbells Custom Printed

-Black Rubber Coating

-precision machined knurled handles and a chrome finish

-Medium Grade Knurling

-Custom Logo

BID FORM
40006-R0031997 – Athletic Weight Room Equipment and Installation, etc.

PRICING: Must be listed on this Bid Form

1. Pricing as quoted in this Bid will be firm and not be subject to change. Bidder is to include all costs as an all-inclusive total price per line, including but not limited to: material/item cost, discounts, rebates, warranty cost, shipping, delivery, installation, labor, equipment and tools or any other charges necessary for supplying, set-up, training, services, maintenance, warranty, etc. of this bid/item. Charges or items not listed but necessary for completion shall be furnished as part of the price bid. No additional charges or other costs after the fact are allowed. Additional costs disclosed later will be at the expense of the Bidder. There shall be no surcharge whatsoever.

2. Bidder shall supply your Brand Name and model/manufacturer number bidding for review. Items must meet or exceed the specifications as listed. The decision of acceptance by the College is final. ***See page 13 for substitutions/equivalency requirements.

3. Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local. Delgado Community College is tax exempt.

4. If submitting a Bid, **this Bid Document must be completed, signed and submitted in its entirety**, including all forms and documents specified. Please submit the entire bid document and all the mandatory required documents as requested, no binders.

5. Delivery and Installation must be completed within 60 days after Purchase Order is Received, if not sooner. Advise your ETA on this Bid Form. Delivery/completion is of the essence and the College reserves the right to award to the Bidder(s) providing the earliest delivery/completion date.

1	2	3	4	5	6
No.	**Qty**	**UOM**	**Item or approved equivalent**	**Your Brand / Model /Manufacturer number bidding**	**TOTAL PRICE**
1	4	EA	Base Camp Half Rack (w/ Custom Laser Cut Logo) ITEM # P03537		
2	2	EA	Base Camp High Bridge ITEM # P06436		
3	4	EA	v2 Recon Adjustible Bench ITEM # P13783		
4	4	EA	Sorinex Performance Bar Black Zinc ITEM # P01502		
5	32	EA	45lbs - Sorinex Prime Black Rubber Bumper Plates Custom Printed ITEM # P04037		
6	16	EA	25lbs - Sorinex Prime Black Rubber Bumper Plates Custom Printed ITEM # P04038		
7	16	EA	10lbs - Sorinex OS Black Econ Rubber Bumper Plates Custom Printed ITEM # P05022		
8	16	EA	5lbs - Sorinex Urethane Change Plate ITEM # P05034		
9	16	EA	2.5lbs - Sorinex Urethane Change Plate ITEM # P05035		

10	1	EA	Sorinex Prime Rubber DB Set 5-100lbs (Pairs) Custom Printed ITEM # P12401		
11	3	EA	Iron Bear Side (3-tier height) ITEM # P01137		
12	4	EA	Iron Bear Dumbbell Tier (5 pair Total Storage) ITEM # P00391		
13	2	EA	Iron Bear Kettlebell Tier ITEM # P00393		
14	4	EA	LandMine for Base Camp & SL Series ITEM # P00491		
15	2	EA	Iron Bear Side (3-tier height) ITEM # P01137		
16	3	EA	Iron Bear Medicine Ball Tier ITEM # P00394		
17	4	EA	12 lbs - Dynamax Standard Medicine Ball ITEM # P00225		
18	4	EA	14 lbs - Dynamax Standard Medicine Ball ITEM # P00226		
19	5	EA	ORANGE - Large Strength Bands-Micro (Pair) ITEM # P00070		
20	5	EA	RED - Large Strength Bands-Mini (Pair) ITEM # P00071		
21	5	EA	BLACK - Large Strength Bands-Monster Mini (Pair) ITEM # P00073		
22	5	EA	GREEN - Large Strength Bands-Averagei (Pair) ITEM # P00067		
23	3	EA	Sorinex Ductile KB-8kg ITEM # P02593		
24	3	EA	Sorinex Ductile KB-12kg ITEM # P02594		
25	3	EA	Sorinex Ductile KB-16kg ITEM # P02595		
26	3	EA	Sorinex Ductile KB-24kg ITEM # P02597		
27	4	EA	BLUE - Airex Balance Pad ITEM # P07620		
28	4	EA	Safety Squat Bar w/ Handles on Yoke ITEM # P00605		
29	1	EA	6 Bar Storage (Inline) ITEM # P02729		
30	4	EA	Sorinex Double Handle Diamond Bar ITEM # P03343		
31	3	EA	Perform Better Extreme Foam Plyobox Set (6", 12", 18") ITEM # P13083		
32	4	EA	BLACK (L) - Spud Inc 2 Ply Deadlift Belt ITEM # P02603		
33	4	EA	TRX Suspension Trainer (Single Unit) ITEM # P00877		
34	4	EA	Sorinex Glute Ham Roller ITEM # P02196		
35	4	EA	BLACK - Dacron Rope - 1.5" x 50' (Combo) ITEM # P00594		
36	8	EA	First Place Competitor Hurdle ITEM # P08965		
37	2	EA	Rogue Echo Bike v3.0 ITEM # P13972		

38	2	EA	BLACK - Concept II Rower (Model D) w/PM5 ITEM # P00166		
39	7	EA	RED - Short Bands - 12" Mini (Pair) ITEM # P00947		
40	7	EA	PURPLE - Short Bands - 12" Light (Pair) ITEM # P00950		
41	1	LOT	Pofessional Installation, Set-Up, calibration and Inspection of all listed Equipment and Lifetime Warranty on the racks and steel items ITEM # P03893		
42	1	LOT	Shipping/Freight for all items		
			Total Price		**$**

State your Delivery Date _____ and the final installation/Setup Date _____

Acknowledgement of Addendum *(if applicable)* is mandatory. Bidder shall acknowledge here or complete and submit the actual addendum form prior to bid opening.

Addendum No:	_____	***Dated:***	_____		***Addendum No:***	_____	***Dated:***	_____
Addendum No:	_____	***Dated:***	_____		***Addendum No:***	_____	***Dated:***	_____

Bidder declares and represents that the company representative; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents, d) if applicable, for installation/services, etc., has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, supervision, etc. to perform, in a workmanlike manner, all items and services under this contract, all in accordance with the Bidding Documents as prepared by the College Purchasing Office and Facility Services.

By signing and submitting a bid, the bidder has read, understands, and acknowledges this Bid Document in its entirety and any and all addenda *(if applicable)* and therefore, certifies compliance with all bid requirements and has bid in accordance therewith.

Date_____ **Signature** _____

END OF SCOPE, SPECIFICATIONS and BID FORM

INSTRUCTIONS, REQUIREMENTS, TERMS & CONDITIONS FOR BIDDERS

QUESTIONS, INQUIRIES, INTERPRETATION OR CORRECTION TO BIDDING AND ADDENDA:

Any questions arising from this Bid must be addressed in writing to the individual indicated on Page 2 and may be answered via an Addendum. All questions must be submitted no later than **Wednesday, November 18, 2026 by 12:00PM CST**. A final 48-hour period after the issuance of Addendum will be granted for questions which are directly related only to the answers provided in the Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. The Bidder must acknowledge all issued Addenda by signing and submitting the Addenda with their Bid. Failure to acknowledge & submit all Addenda will render the bid informal and will cause its rejection.

Bid Documents and Addenda may be downloaded from
https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=39

SUBSTITUTIONS, EQUIVALENTS, ALTERNATE BID:

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder shall state the brand/model he or she is bidding on each item.

If Bidder is proposing a substitute item, it is the sole responsibility of the Bidder to prove equivalency. Bidder **must submit with the bid** all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so will eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

If a Bidder wishes to submit ***an alternate bid*** in addition to the brand/model requested, he or she may submit one (1) alternate bid. The alternate bid must be a separate submission, must be clearly marked as an alternate, and must include all applicable forms (i.e., jobsite visit). In addition, a separate, signed title sheet/addenda must be submitted with the alternate.

BID SUBMITTAL:

All sealed bids submitted must be RECEIVED in the PURCHASING DEPARTMENT by the date and time stated on the title page and stamped in prior to bid opening. Please NOTE that express mail or USPS carriers do NOT deliver directly to 501 City Park Avenue. The Bidder /proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to 501 City Park Avenue. Delgado Community College shall not be responsible for bids delivered to another part of campus/site, even if a tracking system shows delivery. If in person, bids are to be delivered directly to the Purchasing Department. Do not leave on counter unattended.

Bids must be sealed and delivered by mail or in person directly to the Purchasing Department as listed on Page 2 #1. (All bids must be Identifiable PRIOR to any envelope/package opening). The bid name and number must be on the OUTSIDE of the packaging including any express mail/shipping package or bids will not be opened.

Faxed or emailed Bids are NOT accepted.

Bids not physically received in the Purchasing Department by the bid due date & time will not be opened, evaluated, calculated or considered.

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

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

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

The Bidder agrees that his/her bid is in accordance with the Scope and Specifications listed and is based solely upon the materials, requirements, etc. described in this Bid Document as advertised and as modified by addenda. The bid submitted is not based on any verbal instructions contrary to the Bid Documents and addenda.

The Bidder agrees that by submitting a bid and acceptance of an award, all rates, requirements, terms and conditions as stated in the bid documents will become a contractual agreement between the College and the Bidder.

PAYMENT TERMS:

Bidder must accept purchase orders and will be paid on a Net 30 basis. There will be no pre-payment of any merchandise.

All invoices should be submitted to the College's Accounts Payable Department and clearly indicate the Purchase Order Number assigned by the Delgado Purchasing Office.

QUANTITIES/ORDERS:

Items must be new and the quantities listed in the bid are estimated to be the amounts needed but are not a guarantee of purchase. The actual items/quantities ordered shall be listed on the purchase order. Items and/or quantities may be lesser or greater than stated in this bid. This bid does not contain a minimum purchase guarantee. In the event a greater quantity is needed, the right is reserved by the College to increase the quantities or locations, etc. at the unit price stated in the bid for up to 3 months after the award.

Awarded Bidder shall receive orders for supplies and/or services via a faxed or emailed purchase order/number. All orders must be shipped per the requirements of this Bid. All shipping/handling and any other charges necessary for the completion of the bid must be included in the line item pricing. Additional costs disclosed later will be at the expense of the Bidder.

Contact person for the order will be listed on the purchase order and supplies are to be delivered to the location and person indicated on the Purchase Order. All orders shipped must list the name of the recipient and purchase order number on the shipping label. NOTE: If shipping to our City Park Campus, the ship to address will be to the warehouse (unless otherwise noted on PO) at 894 Navarre Ave Bldg 42 New Orleans, LA 70124.

If any items are received damaged, Bidder will issue a return merchandise authorization for the damaged items and immediately replace it in accordance with the contract timeframe. The cost to send back any damaged merchandise is at the expense of the Bidder.

DELIVERIES:

Bidder shall advise your ETA on the Bid Form. Delivery/completion is of the essence and the College reserves the right to award to the Bidder(s) providing the earliest delivery/completion date.

Successful Bidder will be responsible for shipping the materials to the Campus location designated by the College. Materials are to be off-loaded by the shipper and include inside delivery to each campus' receiving area and not be left curbside. Bidder may need to provide their own equipment (forklift, pallet jacks, etc. as needed for the order). Any additional cost associated with inside delivery must be included in the unit price bid.

All areas must be kept free of hazards during delivery.

Scheduling of larger deliveries may be needed and may require contact with a College Representative in advance. If deliveries are at the City Park campus; the Warehouse Receiving Department is located at 894 Navarre Ave Bldg 42, New Orleans, LA 70124 and has a dock & forklift, trucks can be backed up to the door and products can be taken off easily.

Bidder is to schedule deliveries which will interfere with normal campus traffic. When deliveries are made from the street curb, provide sufficient properly attired and equipped flagmen to safely control and maintain the flow of traffic. It is the policy of Delgado Community College to provide full access to all disabled individuals in all areas possible. Bidders are aware of this policy and deliveries should ensure no sidewalks or access ways are blocked at any time. If temporary blocking is required, the Bidder, shall assume the responsibility for the safe transit of all disabled persons.

NON-EXCLUSIVITY CLAUSE:

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

BIDDERS and SUBCONTRACTORS:

The awarded Bidder shall be noted as the prime Bidder of record with all transactions taking place between the College and the successful Bidder/Contractor. Any supply subcontracts, shipping companies, etc. in place between the Bidder and their suppliers are the sole responsibility of the Bidder and in no way will result in any type of contractual agreement between the subcontracted supplier and Delgado Community College.

The contract may not be assigned or transferred by the successful Bidder to any party.

INSURANCE:

By signing and submitting a bid, Bidders agree to comply with all the insurance requirements as stated within this document.

The provided *(Attachment A, Indemnification Agreement Form)* is mandatory and must be completed and submitted with your bid. Failure to comply with these requirements will result in disqualification of your bid.

After notice of award, the successful bidder will be responsible for ensuring Delgado Community College receives the required insurance certificates within 10 days of receipt of the intent to award.

All required insurances shall be in place with all limits, endorsements, etc. as stated in the Insurance Requirements as listed within these Bid documents. Valid Certificates of Insurance are mandatory and must be on file in Delgado Community College's Purchasing Department throughout the duration of the contract and prior to any work/services being conducted on any Delgado Community College premises.

Any lapse in insurance may result in immediate termination of the Contract.

MODIFICATIONS OF MATERIALS, LOCATIONS and/or SERVICES:

We do not anticipate many changes to this contract.

The College reserves the right to change locations (all within the Greater New Orleans area) and to adjust quantities without change in price.

College reserves the right to add additional materials, items, services and/or locations to this contract. The College will request the addition from the Bidder/Contractor, and a rate/price may be negotiated and agreed upon at that time by all parties. Additions are subject to the same terms, conditions, etc. of this Bid. All other bid pricing will stay the same. The College reserves the right to approve or disapprove the negotiated price, therefore, having the option to bid/purchase said additions elsewhere.

MODIFICATION OR WITHDRAWAL OF BID:

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

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

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

ADDITIONAL INFORMATION for ON-SITE SERVICES:

a. All personnel must be identifiable as an employee of the successful bidder by uniform and/or company identification badges.

b. Before any project is acceptable and complete, Bidder shall clean up and remove from the premises all debris resulting from this work, and shall see to it that all materials furnished are left in good order, clean and properly installed.

c. Scheduling of services are imperative as to not interfere with the ongoing operation of the College and/or of shutting down any utilities or buildings. Bidder may use reasonable amounts of utility services available at the site at no charge from the College, The College may not provide utility service beyond that is existing.

d. All areas must be kept free of hazards.

e. Bidder is advised to carefully consider all College physical features and activities and occupancies by faculty, staff and students, and to plan services so as not to disrupt the normal operations and activities of the College except as expressly permitted by the College in writing. The Bidder shall be especially aware of existing electric, gas, water, telephone, or other utilities lines, which may be in the way of/or adjacent to the service area, and shall take appropriate action to protect these items during the work.

f. Bidder is to use caution in performing the service so as not to damage adjacent buildings, building elements, including trees, shrubs, vegetation and lawn areas. Where damage occur, Bidder agrees to restore the damaged area to original condition replacing vegetation and lawn with equal size and species. Materials must be distributed to not endanger the building structure.

g. Bidder is to provide sufficient signs/barricades to identify the work site and restrict entry. Provide measures necessary to ensure and maintain security at the work site; protect from theft, vandalism, personal injury, and property damage. Erect and maintain temporary enclosures and barriers to prevent unauthorized access to the site.

h. The successful bidder must warrant firm's compliance with all applicable federal, state and local laws, rules, regulations and any and all other requirements in connection with this work. The successful bidder must possess all necessary licenses, permits, etc. and pay all fees in connection therewith.

i. The job may not be assigned or transferred by the successful Bidder to any party.

j. No interest shall be assigned or transferred in this contract without prior written consent from the College, provided, that claims for money due or to become due from the College under this contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly in writing to the College.

k. If any part of the work is incomplete or not performed satisfactorily, the Bidder must agree to complete the work to the satisfaction of the College with no additional charges.

l. All Invoices must be itemized per the pricing set forth in the bid. Lump sum invoices will not be processed. Itemized invoices must be received within two (2) weeks after that job completion.

m. Bidder's personnel may only be on premises while working on an authorized job and may not loiter on any campus locations at any time.

n. The bidder personnel performing services under this agreement will perform in a professional and safe manner, dress in appropriate attire (i.e. t-shirt with company logo) and closed-toe, covered, secured shoes (i.e. no flip flops, slippers etc.) and will comply with all applicable security and safety regulations. The bidder will provide copies of regulations, and applicable updates to the bidder's personnel, provided by the College. If there is any dissatisfaction with the performance of any bidder's personnel, the contract coordinator will notify the bidder of the specific deficiencies in writing, the bidder will address these non-performance issues within 10 days. If their remains dissatisfaction with such performance after the bidder has taken remedial action, the bidder will remove such personnel and provide a replacement. If, in judgement, contract coordinator believes that the actions of such personnel warrants immediate action, the contract coordinator will contact the bidder and provide grounds for the request and the bidder will replace the said personnel immediately.

o. The College reserves the right to separately bid out any projects if we feel it's warranted and/or procure materials, supplies, parts etc. and provide them to the Bidder, as applicable.

DISCRIMINITORY PRACTICES:

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

Both the College and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to ensure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

COMPLIANCE:

The Bidder agrees that he/she complies with all bid requirements as stated in this bid and has reviewed and received any and all addenda (*if applicable).*

The bidder must warrant firm's compliance with all applicable federal, state, and local laws, rules, regulations and any and all other requirements as it pertains to state agencies of the State of Louisiana.

TERMINATION/CANCELLATION OF AGREEMENT:

- The College reserves the right to cancel the request for bids for any reason, and waive any informalities regarding such cancellation.

- The College reserves the right to cancel the purchase order and/or contract upon thirty (30) days written notice for failure of the Bidder to comply with the terms and/or conditions of this Agreement including but not limited to; deliver/complete on time, for delivery of unsatisfactorily merchandise, or for any unsatisfactorily performance by the Bidder as determined by the College.

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

Bidder may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of DCC to comply with the terms and conditions of this agreement, provided that the Bidder shall give DCC written notice specifying the DCC's failure and a reasonable opportunity for DCC to cure the defect.

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

- **Termination for Convenience** - The College may terminate the Contract at any time by giving thirty (30) days written notice to the Bidder. The Bidder shall be entitled to payment for work performed (monthly charges to be prorated) to the extent work has been performed satisfactorily.

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

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

- **Implementation of Termination -** The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification and be compensated for such work. In the event of termination or reduction in the scope of work by the College, the College shall pay the Bidder for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Bidder's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work. Upon termination as above, the Contract Administrator shall make final determination of the amount due the Bidder for work performed.

GENERAL TERMS & CONDITIONS:

1. A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.

2. It shall be specifically agreed and understood that the Bidders may attend the Bid opening.

3. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.

4. Payment terms are to be NET 30 upon receipt of materials and invoice received in our Accounts Payable Department. Prepayment of any materials/services is not acceptable.

5. Failure to comply with the requirements as stated in this Bid Document will disqualify the bid.

6. Materials supplied or used in the performance of this work must be new and of the highest quality/safety and must comply with the specifications provided in the solicitation.

7. Quantities are estimated to be the amounts needed and are not guaranteed. Also, in the event a greater quantity is needed, the right is reserved by the College to increase the quantity at the unit price stated in the bid.

8. Whenever any award is considered, the College reserves the right to request a sample of any of the products bid for examination. The Bidder agrees to furnish specific samples *as applicable,* either for approval or equivalency examination upon request by the College. Requested samples shall be furnished within one (1) week of request or as stated by the requester at no charge to the College. Any samples submitted shall not be returned. It shall also be specifically agreed and understood that the decision of the College regarding acceptance or equivalency shall be final.

9. When considering an award, Delgado Community College reserves the right to ask any questions in writing for clarification/verification of a submitted bid, as needed. The Bidder is to respond within a reasonable timeline or the bid may be disqualified. The clarification/verification shall become part of the submitted bid and the College's decision to move forward with the bid or not is final.

10. Delgado Community College reserves the right to reject any or all bids and to waive any informalities including technicalities in specifications that preclude competition.

11. It shall be distinctly agreed and understood that the price quoted must be a firm price including shipping, and not be subject to change at time of the shipment of goods or delivery of services.

12. In case of default by the Bidder, the College reserves the right to purchase any or all items in default on the open market, charging Bidder with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Bidder will be considered until the assessed charge(s) have been satisfied.

13. All shipping, handling, materials, labor or any other charges necessary for the procurement of these materials or to complete this job must be included in amount bid. Charges or items not listed but necessary for procurement of these items or completion of the job shall be furnished as part of the prices bid. Additional costs disclosed later will be at the expense of the Bidder.

14. All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be included in the unit price. The College will not be responsible for freight charges not clearly stated as a part of this bid.

15. Orders/Services shall be delivered/completed within the allotted timeframe as specified in the Bid, *if applicable.*

16. Delivery/completion is of the essence and the College reserves the right to award to that Bidder providing the earliest delivery/completion date.

17. The College reserves the right to award the items separately, grouped, or on an all-or-none basis. It is the intent of the College to award to a single Bidder.

18. The Bid shall be awarded on the basis of responsive, lowest total cost, qualified bidder, and/or earliest delivery date, if applicable, as determined by the College.

19. Bidder must be able to provide shipping and tracking information for all orders placed if requested by Delgado Community College.

20. Bidder must be able to provide a delivery/project timeline if requested by Delgado Community College.

21. The College shall have the right to reject any or all bids not accompanied by any data/documents required by the Bidding Documents or a bid in any way incomplete or irregular.

22. Governing Law: All Bids submitted are subject to the provision of the laws of the State of Louisiana including but not limited to L.S.S. 39:1551-1736, Purchasing Rules and Regulations; Executive Orders; Standard Terms and Conditions; Special Terms and Conditions and Specifications listed in the solicitation.

23. If item(s) or Services bid do not fully comply with specifications, including brand and/or product number or work, bidder must state in what respect the item(s)/services or work deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.

24. List of distributors: The Bidder signing the bid shall be designated as the Prime Bidder on any contract/agreement resulting from this bid. If additional Bidders are authorized to receive orders for items covered under this proposal, the Bidder must submit, with bid, a list of those additional authorized distributors.

25. Bidders are advised that all hazardous products must be accompanied by a “Hazardous Materials Data Sheet”. This sheet must also include suggested antidotes for ingestion and other contact.

26. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Bidder’s disposition or returned to the Bidder via Freight Collect. If the Bidder fails to make satisfactory replacement within a reasonable time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere.

27. If the Bidder fails to make delivery within a satisfactory time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Bidder making the original unsatisfactory or late delivery.

END OF INSTRUCTIONS, REQUIREMENTS, TERMS & CONDITIONS SECTION

INSURANCE REQUIREMENTS FOR BIDDERS

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

The Certificate of Insurance must delineate Delgado Community College as the certificate holder prior to the commencement of any work.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensations law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disaster/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability increased to a minimum of $1,000,000.

2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims made form is unacceptable.

3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTABLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor/Bidder shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage's
   a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards to negligence by the Contractor/Bidder. ISO Form CG 20 10 (current form approved for use on Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection to the Agency.
   b. The Contractor's/Bidder's insurance shall be primary as respects to the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
   c. The Contractor's/Bidder's insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

   The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

a. Coverage/Bidder shall not be cancelled, suspended, or violated by either party (the Contractor/Bidder 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/Bidder's policy.
b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor/Bidder from the obligations of the insurance requirements or the indemnification agreement.
c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
d. Any failure of the Contractor/Bidder to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensations only. If at any time an insurer issuing any such policy does not meet the minimum A.M Best rating, the Contractor/Bidder 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/Bidder shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor/Bidder shall submit the declarations page and cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor/Bidder 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/Bidder to purchase and/or maintain any required insurance shall not relieve the Contractor/Bidder from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor/Bidder shall include all subcontractors and as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor/Bidder is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor/Bidder, its owners, agents and employees will have no cause of action against, and it will not assert a claim against the State of Louisiana, its departments, agencies, agents and employer, whether pursuant to the Louisiana Workers Compensation Act, or otherwise under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor/Bidder, its owners, agents and employees. The parties further agree that the Contractor/Bidder is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor/Bidder 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/Bidder agrees to protect, defend, indemnify, save and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants, employees and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor/Bidder, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor/Bidder 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/Bidder 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.

ATTACHMENT A – INDEMNIFICATION AGREEMENT
40006-R0031997 – Athletic Weight Room Equipment and Installation, etc.

_____ ***{Contractor/Bidder/Lessee}*** 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, demands, expense 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/Bidder/Lessee}*** its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ ***{Contractor/Bidder/Lessee}*** as a result of any claims, demands, suits and/or causes of action except those claims, demands, suits and/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/Bidder/Lessee}*** 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, suites, or causes of action are groundless, false or fraudulent.

Accepted by: _____

Company Name

_____

Signature

_____

Title

_____

Date Accepted

Is certificate of insurance attached? _____YES_____NO

END OF BID DOCUMENT