

Changes to RFP

Revised Attachment B

ATTACHMENT "B"

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 Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. 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 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.

4. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy.

5. **Blanket Fidelity Bond OR Crime Coverage, including Employee Theft**

Blanket Fidelity Bond Coverage shall have a minimum limit per occurrence of \$25,000 and shall be for the benefit of the State of Louisiana for loss resulting from dishonesty of Contractor's employees that are engaged in performing work under this contract. A Blanket Crime insurance policy, with a minimum of \$25,000 per occurrence for Employee Theft and endorsed to include the State of Louisiana as a named insured, is acceptable in lieu of the fidelity bond.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Office of State Buildings. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers for losses arising from work performed by the Contractor.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Office of Risk Management. 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.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers 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 State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, 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 State of Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Office of Risk Management 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 Office of State Buildings before work commences and upon any contract renewal thereafter.

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

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Office of Risk Management, 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 Office of Risk Management 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, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers 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, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, State Departments, State Agencies, State 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, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Changes to RFP

Revised Attachment C

ATTACHMENT "C" COST PROPOSAL

	Unit Cost	Avg. # Units*	# of Yrs in Contract	Total Cost
1. High rise unit, 15 or more floor landings, include annual no load and di-electric breakdown tests (per elevator inspection).....	\$ _____	x <u>12</u>	x 3	= \$ _____
2. Low rise unit, under 15 floor landings, include annual no load and di-electric breakdown tests (per elevator inspection).....	\$ _____	x <u>5</u>	x 3	= \$ _____
3. Hydraulic unit, include annual relief valve and no load cylinder tests (per inspection)....	\$ _____	x <u>1,187</u>	x 3	= \$ _____
4. Escalator (per inspection).....	\$ _____	x <u>91</u>	x 3	= \$ _____
5. Dumbwaiter, include testing broken rope safety devices (per inspection).....	\$ _____	x <u>37</u>	x 3	= \$ _____
6. Handicapped lift, includes annual testing of safety devices (per inspection).....	\$ _____	x <u>84</u>	x 3	= \$ _____
7. Unit with counterweight safeties (per inspection).....	\$ _____	x <u>5</u>	x 3	= \$ _____
8. Unit with wind up safety devices (per inspection).....	\$ _____	x <u>22</u>	x 3	= \$ _____
9. Rack and pinion unit (per inspection).....	\$ _____	x <u>5</u>	x 3	= \$ _____
10. Temporary inspection tests (per inspection).....	\$ _____	x <u>19</u>	x 3	= \$ _____
11. Final acceptance tests for new/modernized units (per inspection).....	\$ _____	x <u>50</u>	x 3	= \$ _____
12. Plan review and guideline specifications (per inspection).....	\$ _____	x <u>12</u>	x 3	= \$ _____
13. Compliance check return visit for any unit (per unit).....	\$ _____	x <u>2,270</u>	x 3	= \$ _____
14. Di-electric breakdown testing of motors and generators (per unit).....	\$ _____	x <u>10</u>	x 3	= \$ _____
15. Witnessing full load safety tests (per unit).....	\$ _____	x <u>98</u>	x 3	= \$ _____
16. Certification of firefighter's service (per inspection).....	\$ _____	x <u>3,588</u>	x 3	= \$ _____
17. Per hour rate for special meetings which shall include: travel costs, non-court appearances	\$ _____	x <u>100</u>	x 3	= \$ _____
18. Hourly rate for administrative/clerical (40 HRS./WK @ 52 weeks/year).....	\$ _____	x <u>2,080</u>	x 3	= \$ _____
TOTAL COST:				\$ _____

* Numbers shown reflect the average of totals from 2010-2011 and 2011-2012.