



STATE OF LOUISIANA

Competitive Contract

Vendor: 310043675
 Company
 Huey H. Miller Sr. LLC
 ServiceMaster of Lafayette
 119 Credit Drive
 Scott LA 70583
 Phone : 3372341289
 Fax : 3372342933

T Number: 92876
 Version: 1
 LAPS Contract: No
 Fiscal Year: 2015
 Min.Ord.Value: 0.00
 Distributor Contract: No
 PCard:No
 Co-op Agreement:No

Contract number: 4400006651
 Description: Statewide Emergency Remediation Services

Buyer Information
 Name: HILARY STEPHENSON
 Tel Number: 225-342-8022
 Email: hilary.stephenson@la.gov

SEBD Vendor: No
 SEHI Vendor: No
 VSE Vendor: No
 DVSE Vendor: No
 Contract Valid Dates:
 06/01/2015 - 05/31/2016

Supplier Text: State Agencies should consult the Office of Risk Management's website for instructions relating to remediation projects. Primary contractor must be contacted initially. If the primary contractor fails to respond to the agency's request for service with deployment information within 2 hours of initial contact then the agency may consider moving to the secondary contractor. Agency is responsible for all documentation.

Point of Contact: Huey H. Miller, Jr., 337-234-1289, 337-654-2700, hueyjr@servicemasterrestoration.com

Notice to Vendor:

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		Region 1 - Catastrophic Event Primary Contractor for Region 1 Catastrophic Event, Percent discount off of Xactimate software pricing/cost. Region 1: Ascension, Assumption, East Baton Rouge, East Feliciana, Iberville, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. John the Baptist, St.	72101500		0.00000	5.00%Disc

Recommending Approval: Hilary Stephenson Approved by: Tom Ketter

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		James, St. Tammany, Tangipahoa, Terrebonne, Washington, West Baton Rouge, & West Feliciana.				
3		Region 2 - Catastrophic Event Primary Contractor for Region 2 Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Acadian, Allen, Beauregard, Calcasieu, Cameron, Evangeline, Iberia, Jefferson Davis, Lafayette, St. Landry, St. Martin, St. Mary and Vermillion.	72101500		0.00000	5.00%Disc
5		Region 3 - Catastrophic Event Primary Contractor for Region 3. Percent discount off of Xactimate software pricing/cost. Region 3: Avoyelles, Bienville, Bossier, Caddo, Caldwell, Catahoula, Claiborne, Concordia, Desoto, East Carroll, Franklin, Grant, Jackson, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, Tensas, Union, Vernon, Webster, West Carroll, and Winn.	72101500		0.00000	5.00%Disc

Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

ATTACHMENT 1 - SCOPE OF SERVICES

Overview

The State of Louisiana owns approximately 9500 buildings and leases approximately 2500 buildings. The State is seeking qualified vendors to provide statewide emergency repair and remediation services on an as needed basis. The purpose of this contract is to prevent additional secondary damage from occurring and to remediate those damages to buildings and/or contents to allow a prompt return to normal operations of those affected facilities. The services the State seeks shall include, but are not limited to, recovery from damages resulting from fire, water, wind, mold contamination, corrosion and any other natural or manmade disasters.

Bids will be accepted for catastrophe and non-catastrophe losses within the 3 regions shown on the map attached. (See attachment 2). Bidders may limit their bids to one or more regions, catastrophe or non-catastrophe. Award will be made to two bidders in each region for catastrophic and non-catastrophic events that appear to meet specifications with the highest percent discount. The selected contractor shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. Award will be made to a primary and a secondary contractor. Primary contractor means the bidder to be the "Contractor of choice" to deliver services solicited in this bid document. Secondary Contractor means the bidder selected to serve in a "standby" capacity to facilitate rapid replacement of the primary contractor in the event of default by the primary contractor. Primary contractor's failure to respond to the agency's request for service within 2 hours of the initial contact will be viewed as an inability to meet specifications. This bid will be for a percent discount on the Xactimate software pricing/cost estimate list. The two bidders that appear to meet specifications with the highest percent discount may be awarded the contract

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as **Building Construction** work. Work requiring mold remediation or asbestos removal or abatement must be performed by a contractor or subcontractor holding appropriate classification(s) for such work.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids. IN ACCORDANCE WITH LA R.S. 37:2163 "ANYONE OBJECTING TO THE CLASSIFICATION MUST SEND A CERTIFIED LETTER TO BOTH THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS AND THE OFFICE OF STATE PROCUREMENT. THE LETTER MUST BE RECEIVED NO LATER THAN TEN WORKING DAYS PRIOR TO THE DAY ON WHICH BIDS ARE TO BE OPENED.

No additional pricing will be available outside of the Xactimate software pricing/cost discount.

Total rental rate of any individual rented equipment used for each project may not exceed the current market value of the equipment being rented. The state has the option of capping rental fees on any equipment used during a project once the market value has been reached on each piece of equipment.

Definitions:

Catastrophe: A natural or man-made event that causes damage to multiple State properties and requires a national or regional response. Example: Includes, but is not limited to hurricanes, flood, explosion and environmental damage.

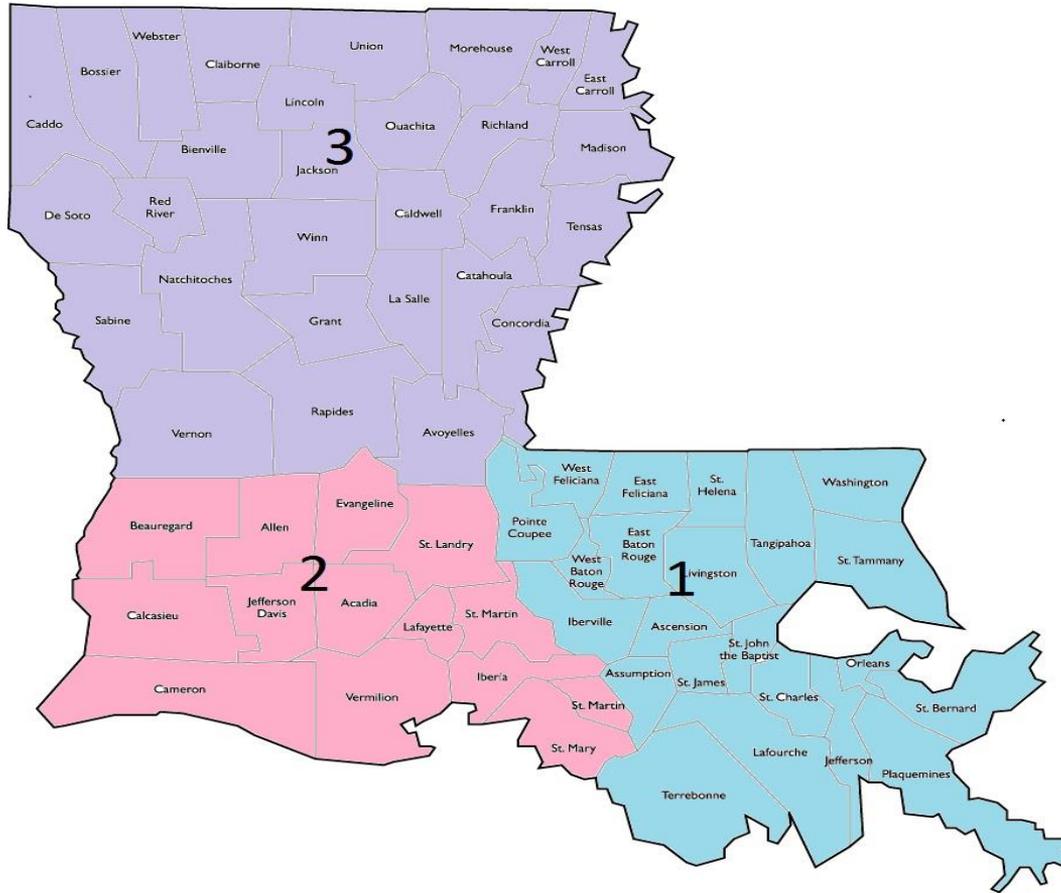
Non-Catastrophe: A natural or man-made event that causes damage to a limited number of State properties and requires only a local response. Includes, but is not limited to a plumbing leak, fire, roof leak.

Minimum Services Required

1. Ability to respond to damages to a single property
2. Ability to respond to catastrophic events that cause damage to large numbers of properties
3. Accessible 24 hours a day, 7 days a week
4. Must be able to mobilize necessary resources to initiate damage remediation with 2 hours of notice
5. Surface cleaning
6. Water extraction
7. Sanitizing
8. Deodorizing
9. Mold and environmental remediation
10. Debris Removal
11. Glazing (Removal, Repair and Replacement)
12. Fire, smoke and water damage recovery
13. Drying and Dehumidification
14. Commercial cleaning and decontamination of HVAC Units, ductwork, drapes and interior surfaces
15. Microbial remediation
16. Media restoration (document, books, vital records and electronics)
17. Bio hazard remediation
18. Mechanical System Restoration
19. Electrical System Repair
20. Post construction cleanup
21. Temporary roofing/board-up
22. Relocation services, including pack-out, cleaning and short and long-term storage
23. Contents inventory

Qualifications (Experience and Reliability)

1. Contractor must have at least five (5) years of contracted experience providing restoration and recovery services in Louisiana
2. Contractor must provide a minimum of three (3) written customer references for similar projects. Must be within the last (5) five years. The references must name the agency, address, contact person to whom the State may contact, telephone number, project description, length of business relationship.
3. Contractor must provide evidence of the availability of resources needed for a catastrophic event involving multiple State buildings. This includes identifying manpower and equipment that can be deployed to respond to a large scale catastrophic event. **The contractor will not be responsible for reconstruction except to the extent necessary for emergency repairs and damage mitigation.**
4. Contractor must provide written guarantee that the State will be given priority status regarding services provided after a catastrophic event.
5. Contractor will provide a single point of contact for State in the event of a loss.



Region 1	Region 2	Region 3
Ascension	Acadia	Avoyelles
Assumption	Allen	Bienville
East Baton Rouge	Beauregard	Bossier
East Feliciana	Calcasieu	Caddo
Iberville	Cameron	Caldwell
Jefferson	Evangeline	Catahoula
Lafourche	Iberia	Claiborne
Livingston	Jeff Davis	Concordia
Orleans	Lafayette	DeSoto
Plaquemine	St. Landry	East Carroll
Pointe Coupee	St. Martin	Franklin
St. Bernard	St. Mary	Grant
St. Charles	Vermilion	Jackson
St. Helena		LaSalle
St. James		Lincoln
St. John		Madison
St. Tammany		Morehouse
Tangipahoa		Natchitoches
Terrebonne		Ouachita
Washington		Rapides
West Baton Rouge		Red River
West Feliciana		Richland
		Sabine
		Tensas
		Union
		Vernon
		Webster
		West Carroll
		Winn

ATTACHMENT 3
TERMS AND CONDITIONS

BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S.POSTAL SERVICE TO OUR BOX AT:

OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBILITY FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:i.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

VENDOR'S MUST BE REGISTERED IN THE NEW LAGOV SYSTEM IN ORDER FOR THEIR BIDS TO BE TABULATED. LINK TO LAGOV VENDOR REGISTRATION:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

PLEASE INCLUDE A W-9 WITH YOUR BID IF YOU ARE NEWLY REGISTERED.

BIDDING PROCEDURE:

All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. Any interlineations, alteration or erasure must be initialed by the signer of the bid.

Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. Any bids received after the designated opening time will be returned unopened.

The Division of Administration of the State of Louisiana is an equal opportunity employer and looks to its Contractors, Subcontractors, vendors and suppliers to take affirmative action to effect this commitment in its operations.

Compliance with civil rights laws. By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 or Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services Procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristic desired and is not intended to limit or restrict competition.

BIDDERS REPRESENTATION:

In making his bid, each bidder represents that: He has read and understands the bid documents and his bid is made in accordance herewith; he has visited the site and has familiarized himself with the local conditions under which the work is to be performed; and his bid is based upon the specifications described in the bid documents without exception.

ADDENDA:

No Addenda will be issued within a period of seventy-two (72) hours prior to the date set for receipt of bids, except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.

Receipt of all Addenda issued should be acknowledged in bid proposal and/or returned with bid proposal. Addenda must be acknowledged upon request.

It is the Bidder's responsibility to check website link: <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a Bidder's failure to download any addenda documents required to complete an Invitation to Bid.

CONSIDERATION OF BIDS:

The Division of Administration reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the bid documents or a bid in anyway incomplete or irregular.

The Division of Administration reserves the right to waive any informality or irregularity in any bid received, deemed to be in the best interest of the State of Louisiana.

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.

VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S

FORMS IS NOT ALLOWED.

CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER TO THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS MAY BE CONSIDERED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS. CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

CANCELLATION

THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR IN INITIAL PERIOD NOT TO EXCEED 12 MONTHS. AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

ANY QUANTITIES REFERENCED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

BIDDER INQUIRIES:

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the close of business ten days prior to the original bid opening date. 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 may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Hilary Stephenson
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: hilary.stephenson@la.gov

Phone: (225)342-8022/ Fax: (225)342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp] and is available for vendor self-enrollment. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGOV at the following web site: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg Paid enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select. LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

TAXES

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

ATTACHMENT 4 – INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE

Proof of Insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING 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 \$500,000 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 AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. 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 AND COMPLETED OPERATIONS, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

3. AUTOMOBILE LIABILITY

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

C. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

A. THE STATE OF LOUISIANA, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE STATE.

B. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE STATE, ITS AGENCIES, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE STATE SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.

C. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE STATE, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

D. THE CONTRACTOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHO 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, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE STATE.

3. ALL COVERAGES

A. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.

B. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.

C. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.

D. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS

OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE STATE, ITS AGENCIES, 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 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 STATE 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 STATE 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 STATE 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 STATE, 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

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF

ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.

CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT.



STATE OF LOUISIANA

Competitive Contract

Vendor: 310012511
 Company
 GUARANTEE SERVICE TEAM OF PROFESSIO
 INC
 11811 DUNLAY
 BATON ROUGE LA 70809
 Phone : 2257538682
 Fax : 225-756-3910

T Number: 92876
 Version: 1
 LAPS Contract: No
 Fiscal Year: 2015
 Min.Ord.Value: 0.00
 Distributor Contract: No
 PCard: No
 Co-op Agreement: No

Contract number: 4400006652
 Description: Statewide Emergency Remediation Services

Buyer Information
 Name: HILARY STEPHENSON
 Tel Number: 225-342-8022
 Email: hilary.stephenson@la.gov

SEBD Vendor: No
 SEHI Vendor: No
 VSE Vendor: No
 DVSE Vendor: No
 Contract Valid Dates:
 06/01/2015 - 05/31/2016

Supplier Text: State Agencies should consult the Office of Risk Management's website for instructions relating to remediation projects. Primary contractor must be contacted initially. If the primary contractor fails to respond to the agency's request for service with deployment information within 2 hours of the initial contact then the agency may consider moving to the secondary contractor. Agency is responsible for all documentation.

Point of Contact: Johnny Wilson, 225-279-4216 or 225-753-8682

Notice to Vendor:

Line	Material No. Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		Region 1 - Catastrophic Event Secondary Contractor for Region 1 Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Region 1: Ascension, Assumption, East Baton Rouge, East Feliciana, Iberville, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. John the Baptist, St.	72101500		0.00000	5.00%Disc

Recommending Approval: Hilary Stephenson Approved by: Tom Ketter

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		James, St. Tammany, Tangipahoa, Terrebonne, Washington, West Baton Rouge and West Feliciana				
2		Region 1 - Non Catastrophic Event Primary Contractor for Region 1 Non Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Region 1: Ascension, Assumption, East Baton Rouge, East Feliciana, Iberville, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. John the Baptist, St. James, St. Tammany, Tangipahoa, Terrebonne, Washington, West Baton Rouge and West Feliciana	72101500		0.00000	20.00%Disc
4		Region 2 - Non Catastrophic Event Primary Contractor for Region 2 Non Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Region 2: Acadia, Allen, Beauregard, Calcasieu, Cameron, Evangeline, Iberia, Jefferson Davis, Lafayette, St. Landry, St. Martin, St. Mary, and Vermillion	72101500		0.00000	15.00%Disc
6		Region3 - Non Catastrophic Event Primary Contractor for Region 3 Non Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Region 3: Avoyelles, Bienville, Bossier, Caddo, Caldwell, Catahoula, Claiborne, Concordia, Desoto, East Carroll, Franklin, Grant, Jackson, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, Tensas, Union, Vernon, Webster, West Carroll and Winn.	72101500		0.00000	15.00%Disc

Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

ATTACHMENT 1 - SCOPE OF SERVICES

Overview

The State of Louisiana owns approximately 9500 buildings and leases approximately 2500 buildings. The State is seeking qualified vendors to provide statewide emergency repair and remediation services on an as needed basis. The purpose of this contract is to prevent additional secondary damage from occurring and to remediate those damages to buildings and/or contents to allow a prompt return to normal operations of those affected facilities. The services the State seeks shall include, but are not limited to, recovery from damages resulting from fire, water, wind, mold contamination, corrosion and any other natural or manmade disasters.

Bids will be accepted for catastrophe and non-catastrophe losses within the 3 regions shown on the map attached. (See attachment 2). Bidders may limit their bids to one or more regions, catastrophe or non-catastrophe. Award will be made to two bidders in each region for catastrophic and non-catastrophic events that appear to meet specifications with the highest percent discount. The selected contractor shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. Award will be made to a primary and a secondary contractor. Primary contractor means the bidder to be the "Contractor of choice" to deliver services solicited in this bid document. Secondary Contractor means the bidder selected to serve in a "standby" capacity to facilitate rapid replacement of the primary contractor in the event of default by the primary contractor. Primary contractor's failure to respond to the agency's request for service within 2 hours of the initial contact will be viewed as an inability to meet specifications. This bid will be for a percent discount on the Xactimate software pricing/cost estimate list. The two bidders that appear to meet specifications with the highest percent discount may be awarded the contract

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as **Building Construction** work. Work requiring mold remediation or asbestos removal or abatement must be performed by a contractor or subcontractor holding appropriate classification(s) for such work.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids. IN ACCORDANCE WITH LA R.S. 37:2163 "ANYONE OBJECTING TO THE CLASSIFICATION MUST SEND A CERTIFIED LETTER TO BOTH THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS AND THE OFFICE OF STATE PROCUREMENT. THE LETTER MUST BE RECEIVED NO LATER THAN TEN WORKING DAYS PRIOR TO THE DAY ON WHICH BIDS ARE TO BE OPENED.

No additional pricing will be available outside of the Xactimate software pricing/cost discount.

Total rental rate of any individual rented equipment used for each project may not exceed the current market value of the equipment being rented. The state has the option of capping rental fees on any equipment used during a project once the market value has been reached on each piece of equipment.

Definitions:

Catastrophe: A natural or man-made event that causes damage to multiple State properties and requires a national or regional response. Example: Includes, but is not limited to hurricanes, flood, explosion and environmental damage.

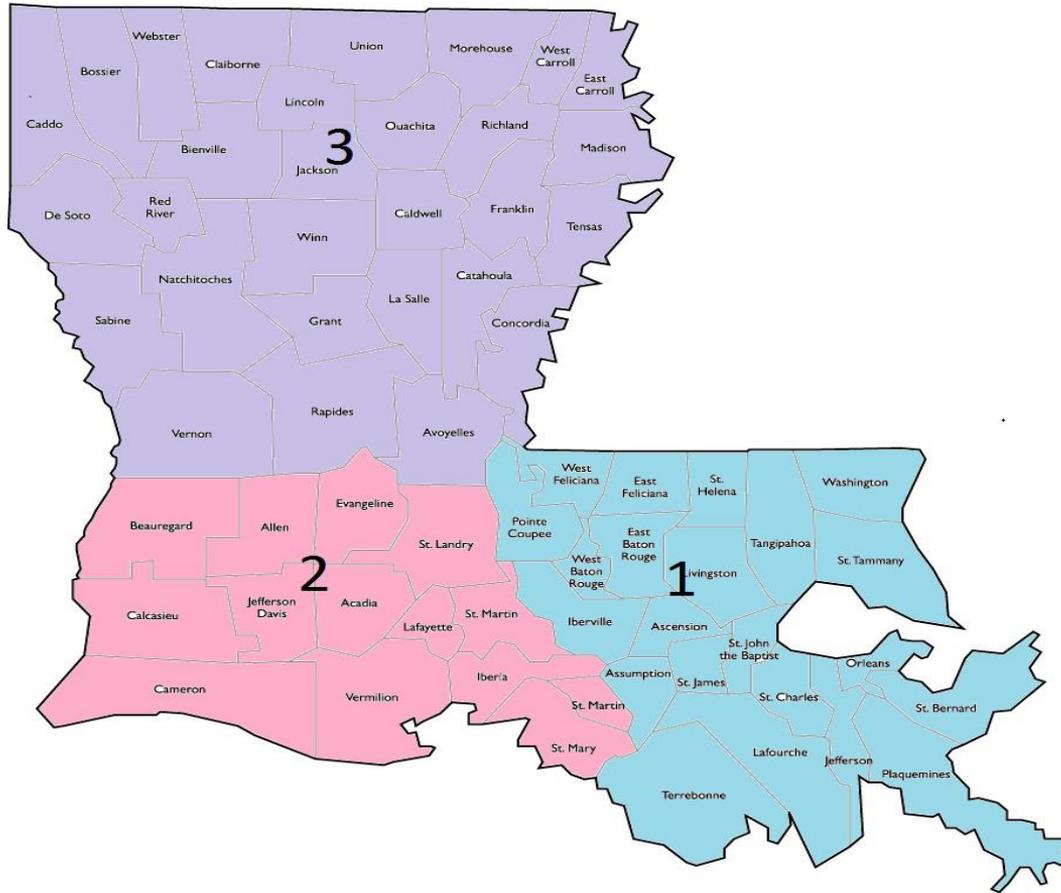
Non-Catastrophe: A natural or man-made event that causes damage to a limited number of State properties and requires only a local response. Includes, but is not limited to a plumbing leak, fire, roof leak.

Minimum Services Required

1. Ability to respond to damages to a single property
2. Ability to respond to catastrophic events that cause damage to large numbers of properties
3. Accessible 24 hours a day, 7 days a week
4. Must be able to mobilize necessary resources to initiate damage remediation with 2 hours of notice
5. Surface cleaning
6. Water extraction
7. Sanitizing
8. Deodorizing
9. Mold and environmental remediation
10. Debris Removal
11. Glazing (Removal, Repair and Replacement)
12. Fire, smoke and water damage recovery
13. Drying and Dehumidification
14. Commercial cleaning and decontamination of HVAC Units, ductwork, drapes and interior surfaces
15. Microbial remediation
16. Media restoration (document, books, vital records and electronics)
17. Bio hazard remediation
18. Mechanical System Restoration
19. Electrical System Repair
20. Post construction cleanup
21. Temporary roofing/board-up
22. Relocation services, including pack-out, cleaning and short and long-term storage
23. Contents inventory

Qualifications (Experience and Reliability)

1. Contractor must have at least five (5) years of contracted experience providing restoration and recovery services in Louisiana
2. Contractor must provide a minimum of three (3) written customer references for similar projects. Must be within the last (5) five years. The references must name the agency, address, contact person to whom the State may contact, telephone number, project description, length of business relationship.
3. Contractor must provide evidence of the availability of resources needed for a catastrophic event involving multiple State buildings. This includes identifying manpower and equipment that can be deployed to respond to a large scale catastrophic event. **The contractor will not be responsible for reconstruction except to the extent necessary for emergency repairs and damage mitigation.**
4. Contractor must provide written guarantee that the State will be given priority status regarding services provided after a catastrophic event.
5. Contractor will provide a single point of contact for State in the event of a loss.



Region 1	Region 2	Region 3
Ascension	Acadia	Avoyelles
Assumption	Allen	Bienville
East Baton Rouge	Beauregard	Bossier
East Feliciana	Calcasieu	Caddo
Iberville	Cameron	Caldwell
Jefferson	Evangeline	Catahoula
Lafourche	Iberia	Claiborne
Livingston	Jeff Davis	Concordia
Orleans	Lafayette	DeSoto
Plaquemine	St. Landry	East Carroll
Pointe Coupee	St. Martin	Franklin
St. Bernard	St. Mary	Grant
St. Charles	Vermilion	Jackson
St. Helena		LaSalle
St. James		Lincoln
St. John		Madison
St. Tammany		Morehouse
Tangipahoa		Natchitoches
Terrebonne		Ouachita
Washington		Rapides
West Baton Rouge		Red River
West Feliciana		Richland
		Sabine
		Tensas
		Union
		Vernon
		Webster
		West Carroll
		Winn

ATTACHMENT 3
TERMS AND CONDITIONS

BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S.POSTAL SERVICE TO OUR BOX AT:

OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBILITY FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:i.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

VENDOR'S MUST BE REGISTERED IN THE NEW LAGOV SYSTEM IN ORDER FOR THEIR BIDS TO BE TABULATED. LINK TO LAGOV VENDOR REGISTRATION:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

PLEASE INCLUDE A W-9 WITH YOUR BID IF YOU ARE NEWLY REGISTERED.

BIDDING PROCEDURE:

All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. Any interlineations, alteration or erasure must be initialed by the signer of the bid.

Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. Any bids received after the designated opening time will be returned unopened.

The Division of Administration of the State of Louisiana is an equal opportunity employer and looks to its Contractors, Subcontractors, vendors and suppliers to take affirmative action to effect this commitment in its operations.

Compliance with civil rights laws. By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 or Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services Procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristic desired and is not intended to limit or restrict competition.

BIDDERS REPRESENTATION:

In making his bid, each bidder represents that: He has read and understands the bid documents and his bid is made in accordance herewith; he has visited the site and has familiarized himself with the local conditions under which the work is to be performed; and his bid is based upon the specifications described in the bid documents without exception.

ADDENDA:

No Addenda will be issued within a period of seventy-two (72) hours prior to the date set for receipt of bids, except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.

Receipt of all Addenda issued should be acknowledged in bid proposal and/or returned with bid proposal. Addenda must be acknowledged upon request.

It is the Bidder's responsibility to check website link: <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a Bidder's failure to download any addenda documents required to complete an Invitation to Bid.

CONSIDERATION OF BIDS:

The Division of Administration reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the bid documents or a bid in anyway incomplete or irregular.

The Division of Administration reserves the right to waive any informality or irregularity in any bid received, deemed to be in the best interest of the State of Louisiana.

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.

VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S

FORMS IS NOT ALLOWED.

CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER TO THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS MAY BE CONSIDERED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS. CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

CANCELLATION

THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR IN INITIAL PERIOD NOT TO EXCEED 12 MONTHS. AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

ANY QUANTITIES REFERENCED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

BIDDER INQUIRIES:

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the close of business ten days prior to the original bid opening date. 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 may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Hilary Stephenson
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: hilary.stephenson@la.gov

Phone: (225)342-8022/ Fax: (225)342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp] and is available for vendor self-enrollment. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGOV at the following web site: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg Paid enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select. LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

TAXES

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

ATTACHMENT 4 – INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE

Proof of Insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING 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 \$500,000 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 AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. 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 AND COMPLETED OPERATIONS, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

3. AUTOMOBILE LIABILITY

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

C. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

A. THE STATE OF LOUISIANA, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE STATE.

B. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE STATE, ITS AGENCIES, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE STATE SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.

C. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE STATE, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

D. THE CONTRACTOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHO 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, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE STATE.

3. ALL COVERAGES

A. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.

B. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.

C. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.

D. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS

OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE STATE, ITS AGENCIES, 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 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 STATE 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 STATE 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 STATE 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 STATE, 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

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF

ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.

CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT.



STATE OF LOUISIANA

Competitive Contract

Vendor: 310063446
 Company
 BELFOR USA GROUP INC
 185 OAKLAND AVE STE 150
 BIRMINGHAM MI 48009
 Phone : 303-882-8028

T Number: 92876
 Version: 1
 LAPS Contract: No
 Fiscal Year: 2015
 Min.Ord.Value: 0.00
 Distributor Contract: No
 PCard:No
 Co-op Agreement:No

Contract number: 4400006653
 Description: Statewide Emergency Remediation Services

Buyer Information
 Name: HILARY STEPHENSON
 Tel Number: 225-342-8022
 Email: hilary.stephenson@la.gov

SEBD Vendor: No
 SEHI Vendor: No
 VSE Vendor: No
 DVSE Vendor: No
 Contract Valid Dates:
 06/01/2015 - 05/31/2016

Supplier Text: State Agencies should consult the Office of Risk Management's website for instructions relating to remediation projects. Primary contractor must be contacted initially. If the primary contractor fails to respond to the agency's request for service with deployment information within 2 hours of initial contact then the agency may consider moving to the secondary contractor. Agency is responsible for all documentation.

Point of Contact: Judah Freeze at 225-753-8820 or 800-856-3333

Notice to Vendor:

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
2		Region 1 - Non Catastrophic Event Secondary Contractor for Region 1 Non Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Region 1: Ascension, Assumption, East Baton Rouge, East Feliciana, Iberville, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. John the Baptist, St.	72101500		0.00000	6.00%Disc

Recommending Approval: Hilary Stephenson Approved by: Tom Ketterer

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		James, St. Tammany, Tangipahoa, Terrebonne, Washington, West Baton Rouge, and West Feliciana.				
4		Region 2 - Non Catastrophic Event Secondary Contractor for Region 2 Non Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Region 2: Acadian, Allen, Beauregard, Calcasieu, Cameron, Evangeline, Iberia, Jefferson Davis, Lafayette, St. Landry, St. Martin, St. Mary, and Vermillion	72101500		0.00000	6.00%Disc
6		Region 3 - Non Catastrophic Event Secondary Contractor for Region 3 Non Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Region 3: Avoyelles, Bienville, Bossier, Caddo, Caldwell, Catahoula, Claiborne, Concordia, Desoto, East Carroll, Franklin, Grant, Jackson, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, Tensas, Union, Vernon, Webster, West Carroll and Winn.	72101500		0.00000	6.00%Disc

Contract number: 4400006653 T Number: 92876	Vendor: 310063446 Distributor Contract: NO	Page 3 of 3
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Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.



BOBBY JINDAL
GOVERNOR

KRISTY H. NICHOLS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of State Procurement

April 20, 2015
ADDENDUM NUMBER 01

Your reference is directed to RFX Number 3000003416 for the Invitation to Bid for the Statewide Emergency Remediation Services, which is scheduled to open at 10:00 a.m. (CT) on April 28, 2015.

The attached page has been added to the specifications for the above referenced file.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED PROPOSAL.

ACKNOWLEDGEMENT: If you have already submitted your bid and this Addendum **does not** cause you to revise your bid, you should acknowledge receipt of this Addendum by identifying your business name and by signing where indicated. You may return this Acknowledgement by mail to: Office of State Procurement, Post Office Box 94095 Baton Rouge, LA 70804-9095 by hand delivery to: 1201 N. Third Street, Suite 2-160 Baton Rouge, LA 70802 or by fax to: (225) 342-9756. The State reserves the right to request a completed Acknowledgement at any time. Failure to execute an Acknowledgement shall not relieve the bidder from complying with the terms of the bid.

Addendum Acknowledged / No Changes:

For: _____ By: _____

REVISION: If you have already submitted your bid and this Addendum requires you to revise your bid, you must indicate any change(s) below, identify your business name and sign where shown. Revisions shall be delivered prior to bid opening in a sealed envelope marked with the file number and the bid opening date and time, either by mail to: Office of State Procurement, Post Office Box 94095, Baton Rouge, LA 70804-9095, or by hand delivery to: 1201 North Third Street, Suite 2-160, Baton Rouge, La 70802, or by fax to: 225-342-9756. Electronic transmissions other than by fax are not being accepted at this time.

Revisions received after bid opening shall not be considered and you shall be held to your original bid.

Revision: _____

For: _____ By: _____

VENDOR'S QUESTIONS AND STATE'S RESPONSES

QUESTION 1: Bid and Performance Bonds are mentioned but not specified. **Is there a Bond requirement?**

ANSWER 1: No

QUESTION 2: We see no guidance on format, how many copies, etc. **Can you advise?**

ANSWER 2: Bid forms are posted on our LaPac website and one original.

QUESTION 3: **For insurance**, must we have the specified coverage to bid, or may we certify that we will purchase the coverage if awarded a contract?

ANSWER 3: Insurance certificate will be required prior to issuance of the contract.

ATTACHMENT 1 - SCOPE OF SERVICES

Overview

The State of Louisiana owns approximately 9500 buildings and leases approximately 2500 buildings. The State is seeking qualified vendors to provide statewide emergency repair and remediation services on an as needed basis. The purpose of this contract is to prevent additional secondary damage from occurring and to remediate those damages to buildings and/or contents to allow a prompt return to normal operations of those affected facilities. The services the State seeks shall include, but are not limited to, recovery from damages resulting from fire, water, wind, mold contamination, corrosion and any other natural or manmade disasters.

Bids will be accepted for catastrophe and non-catastrophe losses within the 3 regions shown on the map attached. (See attachment 2). Bidders may limit their bids to one or more regions, catastrophe or non-catastrophe. Award will be made to two bidders in each region for catastrophic and non-catastrophic events that appear to meet specifications with the highest percent discount. The selected contractor shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. Award will be made to a primary and a secondary contractor. Primary contractor means the bidder to be the "Contractor of choice" to deliver services solicited in this bid document. Secondary Contractor means the bidder selected to serve in a "standby" capacity to facilitate rapid replacement of the primary contractor in the event of default by the primary contractor. Primary contractor's failure to respond to the agency's request for service within 2 hours of the initial contact will be viewed as an inability to meet specifications. This bid will be for a percent discount on the Xactimate software pricing/cost estimate list. The two bidders that appear to meet specifications with the highest percent discount may be awarded the contract

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as **Building Construction** work. Work requiring mold remediation or asbestos removal or abatement must be performed by a contractor or subcontractor holding appropriate classification(s) for such work.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids. IN ACCORDANCE WITH LA R.S. 37:2163 "ANYONE OBJECTING TO THE CLASSIFICATION MUST SEND A CERTIFIED LETTER TO BOTH THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS AND THE OFFICE OF STATE PROCUREMENT. THE LETTER MUST BE RECEIVED NO LATER THAN TEN WORKING DAYS PRIOR TO THE DAY ON WHICH BIDS ARE TO BE OPENED.

No additional pricing will be available outside of the Xactimate software pricing/cost discount.

Total rental rate of any individual rented equipment used for each project may not exceed the current market value of the equipment being rented. The state has the option of capping rental fees on any equipment used during a project once the market value has been reached on each piece of equipment.

Definitions:

Catastrophe: A natural or man-made event that causes damage to multiple State properties and requires a national or regional response. Example: Includes, but is not limited to hurricanes, flood, explosion and environmental damage.

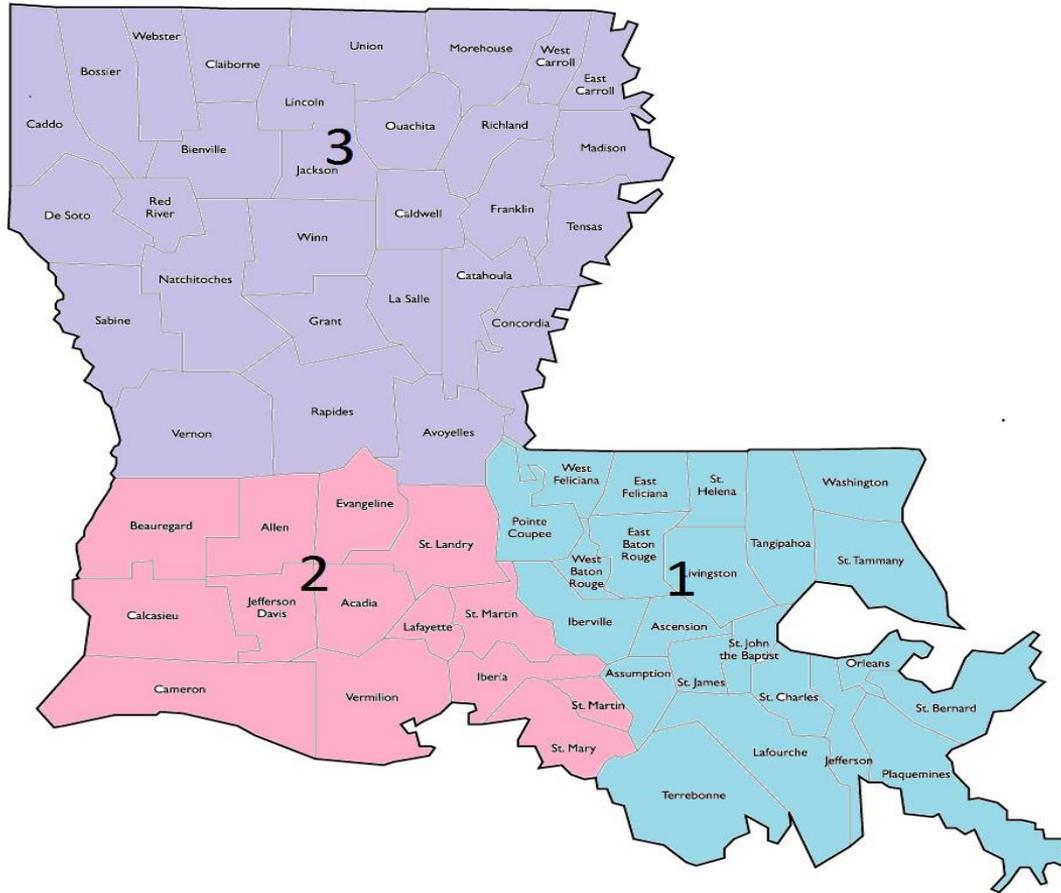
Non-Catastrophe: A natural or man-made event that causes damage to a limited number of State properties and requires only a local response. Includes, but is not limited to a plumbing leak, fire, roof leak.

Minimum Services Required

1. Ability to respond to damages to a single property
2. Ability to respond to catastrophic events that cause damage to large numbers of properties
3. Accessible 24 hours a day, 7 days a week
4. Must be able to mobilize necessary resources to initiate damage remediation with 2 hours of notice
5. Surface cleaning
6. Water extraction
7. Sanitizing
8. Deodorizing
9. Mold and environmental remediation
10. Debris Removal
11. Glazing (Removal, Repair and Replacement)
12. Fire, smoke and water damage recovery
13. Drying and Dehumidification
14. Commercial cleaning and decontamination of HVAC Units, ductwork, drapes and interior surfaces
15. Microbial remediation
16. Media restoration (document, books, vital records and electronics)
17. Bio hazard remediation
18. Mechanical System Restoration
19. Electrical System Repair
20. Post construction cleanup
21. Temporary roofing/board-up
22. Relocation services, including pack-out, cleaning and short and long-term storage
23. Contents inventory

Qualifications (Experience and Reliability)

1. Contractor must have at least five (5) years of contracted experience providing restoration and recovery services in Louisiana
2. Contractor must provide a minimum of three (3) written customer references for similar projects. Must be within the last (5) five years. The references must name the agency, address, contact person to whom the State may contact, telephone number, project description, length of business relationship.
3. Contractor must provide evidence of the availability of resources needed for a catastrophic event involving multiple State buildings. This includes identifying manpower and equipment that can be deployed to respond to a large scale catastrophic event. **The contractor will not be responsible for reconstruction except to the extent necessary for emergency repairs and damage mitigation.**
4. Contractor must provide written guarantee that the State will be given priority status regarding services provided after a catastrophic event.
5. Contractor will provide a single point of contact for State in the event of a loss.



Region 1	Region 2	Region 3
Ascension	Acadia	Avoyelles
Assumption	Allen	Bienville
East Baton Rouge	Beauregard	Bossier
East Feliciana	Calcasieu	Caddo
Iberville	Cameron	Caldwell
Jefferson	Evangeline	Catahoula
Lafourche	Iberia	Claiborne
Livingston	Jeff Davis	Concordia
Orleans	Lafayette	DeSoto
Plaquemine	St. Landry	East Carroll
Pointe Coupee	St. Martin	Franklin
St. Bernard	St. Mary	Grant
St. Charles	Vermilion	Jackson
St. Helena		LaSalle
St. James		Lincoln
St. John		Madison
St. Tammany		Morehouse
Tangipahoa		Natchitoches
Terrebonne		Ouachita
Washington		Rapides
West Baton Rouge		Red River
West Feliciana		Richland
		Sabine
		Tensas
		Union
		Vernon
		Webster
		West Carroll
		Winn

ATTACHMENT 3
TERMS AND CONDITIONS

BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S.POSTAL SERVICE TO OUR BOX AT:

OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBILITY FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:i.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

VENDOR'S MUST BE REGISTERED IN THE NEW LAGOV SYSTEM IN ORDER FOR THEIR BIDS TO BE TABULATED. LINK TO LAGOV VENDOR REGISTRATION:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

PLEASE INCLUDE A W-9 WITH YOUR BID IF YOU ARE NEWLY REGISTERED.

BIDDING PROCEDURE:

All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. Any interlineations, alteration or erasure must be initialed by the signer of the bid.

Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. Any bids received after the designated opening time will be returned unopened.

The Division of Administration of the State of Louisiana is an equal opportunity employer and looks to its Contractors, Subcontractors, vendors and suppliers to take affirmative action to effect this commitment in its operations.

Compliance with civil rights laws. By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 or Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services Procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristic desired and is not intended to limit or restrict competition.

BIDDERS REPRESENTATION:

In making his bid, each bidder represents that: He has read and understands the bid documents and his bid is made in accordance herewith; he has visited the site and has familiarized himself with the local conditions under which the work is to be performed; and his bid is based upon the specifications described in the bid documents without exception.

ADDENDA:

No Addenda will be issued within a period of seventy-two (72) hours prior to the date set for receipt of bids, except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.

Receipt of all Addenda issued should be acknowledged in bid proposal and/or returned with bid proposal. Addenda must be acknowledged upon request.

It is the Bidder's responsibility to check website link: <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a Bidder's failure to download any addenda documents required to complete an Invitation to Bid.

CONSIDERATION OF BIDS:

The Division of Administration reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the bid documents or a bid in anyway incomplete or irregular.

The Division of Administration reserves the right to waive any informality or irregularity in any bid received, deemed to be in the best interest of the State of Louisiana.

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.

VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S

FORMS IS NOT ALLOWED.

CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER TO THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS MAY BE CONSIDERED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS. CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

CANCELLATION

THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR IN INITIAL PERIOD NOT TO EXCEED 12 MONTHS. AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

ANY QUANTITIES REFERENCED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

BIDDER INQUIRIES:

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the close of business ten days prior to the original bid opening date. 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 may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Hilary Stephenson
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: hilary.stephenson@la.gov

Phone: (225)342-8022/ Fax: (225)342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp] and is available for vendor self-enrollment. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGOV at the following web site: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg Paid enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select. LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

TAXES

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

ATTACHMENT 4 – INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE

Proof of Insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING 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 \$500,000 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 AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. 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 AND COMPLETED OPERATIONS, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

3. AUTOMOBILE LIABILITY

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

C. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

A. THE STATE OF LOUISIANA, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE STATE.

B. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE STATE, ITS AGENCIES, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE STATE SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.

C. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE STATE, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

D. THE CONTRACTOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHO 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, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE STATE.

3. ALL COVERAGES

A. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.

B. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.

C. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.

D. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS

OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE STATE, ITS AGENCIES, 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 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 STATE 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 STATE 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 STATE 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 STATE, 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

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF

ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.

CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT.



STATE OF LOUISIANA Competitive Contract

Vendor: 310064307
Company
INTERSTATE RESTORATION, LLC
INTERSTATE RESTORATION
3401 QUORUM DR
FORT WORTH TX 76137
Phone : 800-622-6433

T Number: 92876
Version: 1
LAPS Contract: No
Fiscal Year: 2015
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:No

Contract number: 4400006655
Description: Statewide Emergency Remediation Services

Buyer Information
Name: HILARY STEPHENSON
Tel Number: 225-342-8022
Email: hilary.stephenson@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
06/01/2015 - 05/31/2016

Supplier Text: State Agencies should consult the Office Of Risk Management's website for instructions relating to remediation projects. Primary contractor must be contacted initially. If the primary contractor fails to respond to the agency's request for service with deployment information within 2 hours of initial contact then the agency may consider moving to the secondary contractor. Agency is responsible for all documentation.

Point of Contact: Kim Hartz at 602-999-3619, Bailey Roberts at 214-234-6429 or Chris Wiggins at 817-219-9983

Notice to Vendor:

Line	Material No. Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
3		Region 2 - Catastrophic Event Secondary Contractor for Region 2 Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Region 2: Acadia, Allen, Beauregard, Calcasieu, Cameron, Evangeline, Iberia, Jefferson Davis, Lafayette, St. Landry, St. Martin, St. Mary, and Vermillion	72101500		0.00000	5.00%Disc

Recommending Approval: Hilary Stephenson Approved by: Tom Ketter

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
5		Region 3 - Catastrophic Event Secondary Contractor for Region 3 Catastrophic Event. Percent discount off of Xactimate software pricing/cost. Region 3: Avoyelles, Bienville, Bossier, Caddo, Caldwell, Catahoula, Claiborne, Concordia, Desoto, East Carroll, Franklin, Grant, Jackson, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, Tensas, Union, Vernon, Webster, West Carroll, and Winn.	72101500		0.00000	5.00%Disc

Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

ATTACHMENT 1 - SCOPE OF SERVICES

Overview

The State of Louisiana owns approximately 9500 buildings and leases approximately 2500 buildings. The State is seeking qualified vendors to provide statewide emergency repair and remediation services on an as needed basis. The purpose of this contract is to prevent additional secondary damage from occurring and to remediate those damages to buildings and/or contents to allow a prompt return to normal operations of those affected facilities. The services the State seeks shall include, but are not limited to, recovery from damages resulting from fire, water, wind, mold contamination, corrosion and any other natural or manmade disasters.

Bids will be accepted for catastrophe and non-catastrophe losses within the 3 regions shown on the map attached. (See attachment 2). Bidders may limit their bids to one or more regions, catastrophe or non-catastrophe. Award will be made to two bidders in each region for catastrophic and non-catastrophic events that appear to meet specifications with the highest percent discount. The selected contractor shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. Award will be made to a primary and a secondary contractor. Primary contractor means the bidder to be the "Contractor of choice" to deliver services solicited in this bid document. Secondary Contractor means the bidder selected to serve in a "standby" capacity to facilitate rapid replacement of the primary contractor in the event of default by the primary contractor. Primary contractor's failure to respond to the agency's request for service within 2 hours of the initial contact will be viewed as an inability to meet specifications. This bid will be for a percent discount on the Xactimate software pricing/cost estimate list. The two bidders that appear to meet specifications with the highest percent discount may be awarded the contract

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as **Building Construction** work. Work requiring mold remediation or asbestos removal or abatement must be performed by a contractor or subcontractor holding appropriate classification(s) for such work.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids. IN ACCORDANCE WITH LA R.S. 37:2163 "ANYONE OBJECTING TO THE CLASSIFICATION MUST SEND A CERTIFIED LETTER TO BOTH THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS AND THE OFFICE OF STATE PROCUREMENT. THE LETTER MUST BE RECEIVED NO LATER THAN TEN WORKING DAYS PRIOR TO THE DAY ON WHICH BIDS ARE TO BE OPENED.

No additional pricing will be available outside of the Xactimate software pricing/cost discount.

Total rental rate of any individual rented equipment used for each project may not exceed the current market value of the equipment being rented. The state has the option of capping rental fees on any equipment used during a project once the market value has been reached on each piece of equipment.

Definitions:

Catastrophe: A natural or man-made event that causes damage to multiple State properties and requires a national or regional response. Example: Includes, but is not limited to hurricanes, flood, explosion and environmental damage.

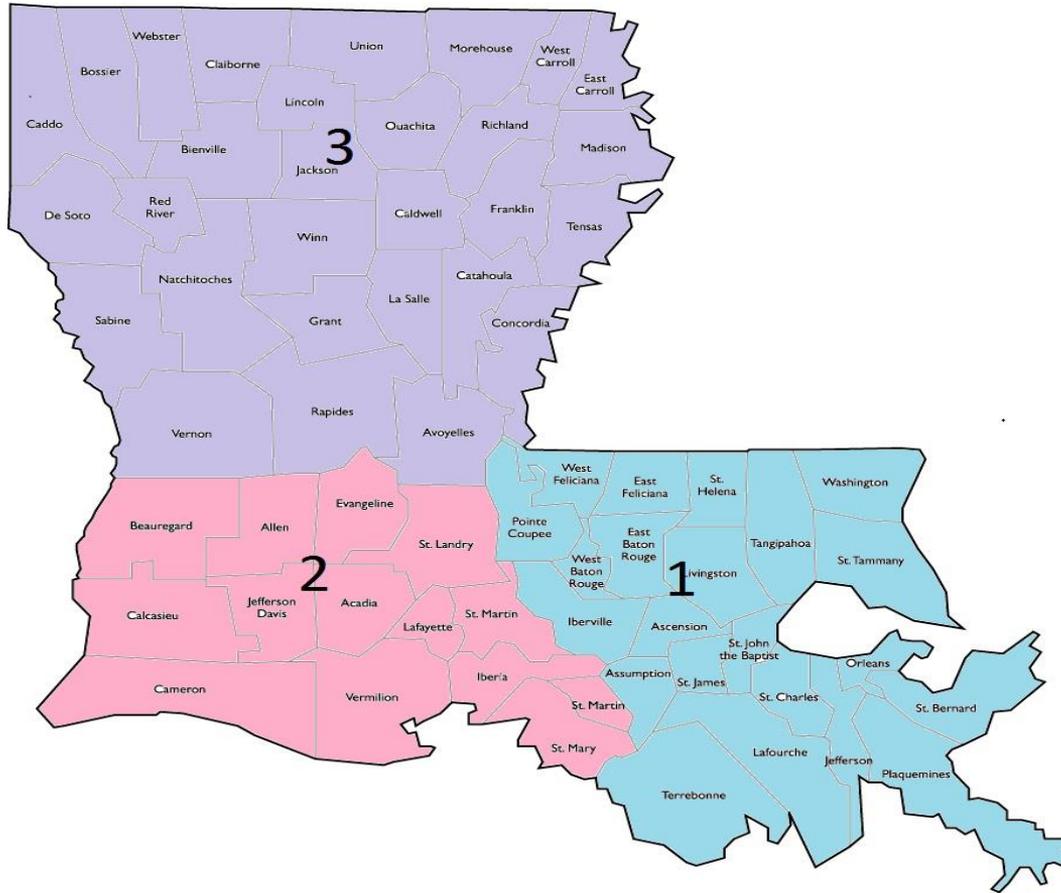
Non-Catastrophe: A natural or man-made event that causes damage to a limited number of State properties and requires only a local response. Includes, but is not limited to a plumbing leak, fire, roof leak.

Minimum Services Required

1. Ability to respond to damages to a single property
2. Ability to respond to catastrophic events that cause damage to large numbers of properties
3. Accessible 24 hours a day, 7 days a week
4. Must be able to mobilize necessary resources to initiate damage remediation with 2 hours of notice
5. Surface cleaning
6. Water extraction
7. Sanitizing
8. Deodorizing
9. Mold and environmental remediation
10. Debris Removal
11. Glazing (Removal, Repair and Replacement)
12. Fire, smoke and water damage recovery
13. Drying and Dehumidification
14. Commercial cleaning and decontamination of HVAC Units, ductwork, drapes and interior surfaces
15. Microbial remediation
16. Media restoration (document, books, vital records and electronics)
17. Bio hazard remediation
18. Mechanical System Restoration
19. Electrical System Repair
20. Post construction cleanup
21. Temporary roofing/board-up
22. Relocation services, including pack-out, cleaning and short and long-term storage
23. Contents inventory

Qualifications (Experience and Reliability)

1. Contractor must have at least five (5) years of contracted experience providing restoration and recovery services in Louisiana
2. Contractor must provide a minimum of three (3) written customer references for similar projects. Must be within the last (5) five years. The references must name the agency, address, contact person to whom the State may contact, telephone number, project description, length of business relationship.
3. Contractor must provide evidence of the availability of resources needed for a catastrophic event involving multiple State buildings. This includes identifying manpower and equipment that can be deployed to respond to a large scale catastrophic event. **The contractor will not be responsible for reconstruction except to the extent necessary for emergency repairs and damage mitigation.**
4. Contractor must provide written guarantee that the State will be given priority status regarding services provided after a catastrophic event.
5. Contractor will provide a single point of contact for State in the event of a loss.



Region 1	Region 2	Region 3
Ascension	Acadia	Avoyelles
Assumption	Allen	Bienville
East Baton Rouge	Beauregard	Bossier
East Feliciana	Calcasieu	Caddo
Iberville	Cameron	Caldwell
Jefferson	Evangeline	Catahoula
Lafourche	Iberia	Claiborne
Livingston	Jeff Davis	Concordia
Orleans	Lafayette	DeSoto
Plaquemine	St. Landry	East Carroll
Pointe Coupee	St. Martin	Franklin
St. Bernard	St. Mary	Grant
St. Charles	Vermilion	Jackson
St. Helena		LaSalle
St. James		Lincoln
St. John		Madison
St. Tammany		Morehouse
Tangipahoa		Natchitoches
Terrebonne		Ouachita
Washington		Rapides
West Baton Rouge		Red River
West Feliciana		Richland
		Sabine
		Tensas
		Union
		Vernon
		Webster
		West Carroll
		Winn

ATTACHMENT 3
TERMS AND CONDITIONS

BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S.POSTAL SERVICE TO OUR BOX AT:

OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBILITY FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:i.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

VENDOR'S MUST BE REGISTERED IN THE NEW LAGOV SYSTEM IN ORDER FOR THEIR BIDS TO BE TABULATED. LINK TO LAGOV VENDOR REGISTRATION:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

PLEASE INCLUDE A W-9 WITH YOUR BID IF YOU ARE NEWLY REGISTERED.

BIDDING PROCEDURE:

All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. Any interlineations, alteration or erasure must be initialed by the signer of the bid.

Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. Any bids received after the designated opening time will be returned unopened.

The Division of Administration of the State of Louisiana is an equal opportunity employer and looks to its Contractors, Subcontractors, vendors and suppliers to take affirmative action to effect this commitment in its operations.

Compliance with civil rights laws. By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 or Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services Procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristic desired and is not intended to limit or restrict competition.

BIDDERS REPRESENTATION:

In making his bid, each bidder represents that: He has read and understands the bid documents and his bid is made in accordance herewith; he has visited the site and has familiarized himself with the local conditions under which the work is to be performed; and his bid is based upon the specifications described in the bid documents without exception.

ADDENDA:

No Addenda will be issued within a period of seventy-two (72) hours prior to the date set for receipt of bids, except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.

Receipt of all Addenda issued should be acknowledged in bid proposal and/or returned with bid proposal. Addenda must be acknowledged upon request.

It is the Bidder's responsibility to check website link: <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a Bidder's failure to download any addenda documents required to complete an Invitation to Bid.

CONSIDERATION OF BIDS:

The Division of Administration reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the bid documents or a bid in anyway incomplete or irregular.

The Division of Administration reserves the right to waive any informality or irregularity in any bid received, deemed to be in the best interest of the State of Louisiana.

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.

VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S

FORMS IS NOT ALLOWED.

CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER TO THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS MAY BE CONSIDERED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS. CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

CANCELLATION

THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR IN INITIAL PERIOD NOT TO EXCEED 12 MONTHS. AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

ANY QUANTITIES REFERENCED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

BIDDER INQUIRIES:

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the close of business ten days prior to the original bid opening date. 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 may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Hilary Stephenson
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: hilary.stephenson@la.gov

Phone: (225)342-8022/ Fax: (225)342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp] and is available for vendor self-enrollment. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGOV at the following web site: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg Paid enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select. LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

TAXES

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

ATTACHMENT 4 – INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE

Proof of Insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING 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 \$500,000 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 AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. 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 AND COMPLETED OPERATIONS, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

3. AUTOMOBILE LIABILITY

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

C. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

A. THE STATE OF LOUISIANA, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE STATE.

B. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE STATE, ITS AGENCIES, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE STATE SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.

C. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE STATE, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

D. THE CONTRACTOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHO 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, ITS AGENCIES, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE STATE.

3. ALL COVERAGES

A. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.

B. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.

C. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.

D. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS

OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE STATE, ITS AGENCIES, 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 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 STATE 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 STATE 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 STATE 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 STATE, 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

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF

ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.

CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT.