

BOBBY JINDAL
GOVERNOR



PAUL W. RAINWATER
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of the Commissioner

Office of Facilities Corporation

REQUEST FOR PROPOSAL

Food Services Management Operations
LaSalle and Claiborne Cafeterias Baton Rouge, LA

Office of Facilities Corporation
1201 North Third Street
Baton Rouge, LA 70802

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Request for Proposals

Office of Facilities Corporation
1201 North Third Street
Baton Rouge, LA 70802

Request for Proposals

Notice is hereby given that Offers will be received by the Office Facilities Corporation (OFC) via the Office of State Buildings (OSB), until 4:00 pm CST on September 15, 2011 for the purpose of establishing food service operations for the facilities location in Baton Rouge, Louisiana according to the specifications contained herein.

RFP Timeline Overview

EVENT/ACTIVITY	DATE	TIME
Release of RFP and Advertisement	August 5, 2011	
Required Pre-Proposal Meeting and Site Visit To be held at: Office of State Buildings 1928 North Third Street Baton Rouge, LA 70802 Tel: 225-219-4800 - Fax: 225-219-4810	August 24, 2011	2:00 p.m.
Deadline for submission of written questions	August 31, 2011	4:00 p.m.
Last postmark date for issuance of addendum notices to bidders	September 9, 2011	
Proposals Due on or before	September 15, 2011	4:00 p.m.
Review Period by Review Committee	September 19, 2011	
Projected Notification of Finalists	September 30, 2011	
Projected Contract Award Date	October 1, 2011	
Projected Contract Start Date	December 1, 2011	

Office of Facilities Corporation

Request for Proposals Food Services Management Operations

Proposal Instructions

DATE: August 5, 2011

TITLE: FOOD SERVICES MANAGEMENT OPERATIONS

ISSUING AGENCY: Office of State Buildings

Mailing Address: P. O. Box 44001- Capitol
Office of State Buildings Service Center
Physical Address: 1928 North Third Street
Baton Rouge, LA 70802
Tel: 225-219-4800 - Fax: 225-219-4810

PROPOSAL INSTRUCTIONS: It is the Office Facilities Corporation (OFC) desire to evaluate all possible options for the food service operation at our Facilities located in Baton Rouge, Louisiana. This Request for Proposal (RFP) will be used by the Owner as a tool in this decision making process.

Offers are to be submitted in a sealed envelope addressed to the Office of Facilities Corporation at the following: Office of Facilities Corporation c/o Office of State Buildings P.O. Box 44001-Capitol, Baton Rouge, La. 70804-4001 or delivered in person to physical address 1928 North Third Street, Baton Rouge, La. 70804. Addressed and clearly marked in the lower left corner of the envelope "FOOD SERVICES MANAGEMENT OPERATIONS." Office of Facilities Corporation reserves the right to reject any and all proposals and to waive any informalities or defects contained in such proposals.

Proposals will be received and registered until 4:00 PM on September 15, 2011 for furnishing the services described herein. Proposals received after this time and date will be rejected and returned unopened. Proposals may be delivered in person to the Office of State Buildings or by U.S. mail or other couriers. Faxed proposals are not acceptable. Proposals must be submitted with the envelope plainly marked in the lower left corner: "FOOD SERVICES MANAGEMENT OPERATIONS RFP."

The proposal must be signed by an authorized member of the firm. Prices and terms of the proposal as stated must be valid for the entire length of any resulting contract, unless changes are made through mutual consent.

Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding contractors must include the required information called for in this RFP. The Owner reserves the right to reject a proposal if required information is not provided or is not organized as directed.

EXCEPTIONS TO THE RFP: Include any exceptions to the Agreement terms and conditions presented as part of this RFP. The Owner reserves the right to negotiate and/or reject any proposed exceptions. Failure to note exceptions will be considered agreement with the stated terms and conditions.

PROPOSAL ACCEPTANCE PERIOD: This proposal shall be binding upon the stated contract award date. Any proposal in which the Proposers shortens the acceptance period may be rejected. All terms and specifications included in or appended to this solicitation apply to any subsequent award.

NUMBER OF COPIES: Submit an original and four (4) narrative-only copies of the proposal. Each copy of the proposal and any associated documentation should be bound in a single volume where practical. Proposers are encouraged to submit additional information pertinent to this RFP (brochures, promotional materials) only with the original RFP response. The four (4) copies of the RFP response should be the text based narrative proposal response only. Brochures, other promotional materials, or extensive addenda are not necessary for this purpose.

All inquiries for information are to be directed to:

Office of State Buildings
Ronald Gilbert
Operations Division Manager
Ronald.Gilbert@la.gov
P. O. Box 44001-Capitol
Office of State Buildings Service Center
1928 North Third Street
Baton Rouge, LA 70802
Tel: 225-219-4800 - Fax: 225-219-4810

Other department personnel are NOT allowed to discuss the Request for Proposal with anyone, including responders, before the proposal submission deadline.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held at the Office of State Buildings Service Center, August 24, 2011. **The pre-proposal conference is mandatory. Please confirm attendance no later than 24 hours before the conference by contacting the contact person listed above. The Owner reserves the right to reject proposals of proposers who do not attend the pre-proposal conference.**

The purpose of this conference is to allow potential Proposers an opportunity to see and tour the buildings (Claiborne and LaSalle) cafeterias, present questions and obtain clarification relative to any facets of this solicitation. Proposers are encouraged to present all questions relative to this Request for Proposal at the pre-proposal conference. A copy of this solicitation should be brought to the pre-proposal conference. Any changes resulting from this conference will be issued in a written addendum to the RFP solicitation.

REVISIONS TO THE REQUEST FOR PROPOSAL: In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be made available to all potential respondents. The Office of State Buildings will issue any substantive responses to contractor queries, corrections, additions or amendments it deems necessary as addenda to this RFP ("Addenda").

WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn in writing and submitted by facsimile, mail, or hand delivery from the contractor prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.

REQUIREMENTS FOR SUBMITTING A PROPOSAL: Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate the Proposer's capability to provide the required services. A proposal should be sufficiently detailed to enable the Owner to fully evaluate the Proposer's ability to provide the services required by the RFP, but should not include non-responsive or extraneous material. Proposals that are difficult to follow or that do not conform

to the RFP format or binding specifications may be rejected. You are encouraged to submit any additional information you deem pertinent, however, elaborate brochures and other promotional materials are not necessary. The contractor must clearly state in the proposal any exceptions to or deviations from the specifications or terms and conditions. Specific creative proposals to meet the vision or service requirement stated outside the minimum requested service should be called out separately as options for review and consideration purposes. Any costs incurred by the successful contractor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the contractor's response, shall not be payable. Proposers are required to submit the following items or information but are not limited solely to these items:

- (1) Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed by a person authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- (2) The duration and extent of experience in providing services at similar sized public cafeterias or restaurants. Include 5 references.
- (3) State any exceptions to or deviations from the specifications or terms and conditions. All specifications or terms and conditions not identified as an exception are considered accepted by Proposer.
- (4) Clearly identify any proposed options for consideration by the Office of State Buildings that could further enable the attainment of the vision for food services in the Capitol Park.
- (5) Provide a proposed Contract document that supports and enables the basic proposed operation, excluding initially any proposed options. The contract is expected to be consistent with the spirit and intent of this RFP.
- (6) Response within the proposal is required, in order, to all points detailed in this RFP. Each point is described in more detail in the appropriate section. Provide written point-by-point narrative responses or attach the appropriate documentation for each point. A narrative response addressing at a minimum the items in Sections 2-4 for proposed operations and services should be provided.

Confidentiality: If a Proposer thinks that any of the information in its proposal is a trade secret or is proprietary, or if it is required to keep certain information confidential because of a prior contract, it must submit this information in a separate sealed envelope marked "CONFIDENTIAL PORTIONS OF PROPOSAL." Clearly mark EACH page of the information "CONFIDENTIAL." The Office of State Purchasing will not consider a request that an entire proposal be kept confidential. Pricing information, discounts, makes, model and catalog numbers of goods offered, terms of delivery and terms of payment will be available within the facilities as needed to execute its responsibilities after Contract award regardless of any request to deny access.

Definitions: The following words and phrases when used in this RFP, or any amendment hereto, shall have the meanings given to them in this paragraph:

- A. **Accounting Periods:** The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter.
- B. **Agreement:** The Food Services Management Agreement.
- C. **Charge:** A charge established by Vendor, which is reasonably allocated and included in Owner's operating statement, as prepared by Vendor and submitted to Owner, for certain services provided by Vendor to Owner locations.
- D. **Owner:** The Division of Administration (DOA), Office of Facilities Corporation (OFC) and the Office of State Buildings (OSB).
- E. **Contractor:** Food Service Provider (FSP)
- F. **Direct Costs:** Costs incurred by vendor directly attributable to services provided under this RFP

- G. Food Service Facilities:** The areas, improvements, personal property and facilities made available by Owner to Vendor for the provision of the food services are more fully described in Exhibits A and B below.
- H. Food Service Provider:** Abbreviated FSP within contract verbiage
- I. Main Complex:** Capitol Park
- J. Service Wares:** Items used in the serving of food and beverages, such as chinaware, glassware and silverware.
- K. Small Expendable Equipment:** Items used in the preparation of food, such as pots, pans and kitchen utensils.

INTRODUCTION

This request for proposal (RFP) is issued for the purpose of negotiating a comprehensive contract with a professional food services organization to provide dining services to meet the Owner needs.

Section 1.1 - Office of Facilities Corporations Vision and Objectives for Capitol Park Food Services and General Information

The primary objective of this RFP is to develop a program of excellence for the State of Louisiana DOA/OFC food services program at two (2) of its cafeteria locations (i.e. Claiborne and LaSalle Cafeterias). The successful proposer shall, in conjunction with the DOA/OFC, design a food service program that enhances the work environment for Capitol Park tenants, agencies, staff and visitors. It is the overall intent to provide tenants and visitors of the Capitol Park with high quality products and the most courteous and efficient service possible. In addition, it is DOA/OFC desire to provide quality food service at the most reasonable and economical prices possible to obtain the desired service. The successful proposer will be expected to provide a full range of fresh, nutritious, affordable, and tasty food and beverages through the purchase, preparation and service of food and beverage products appropriate for a wide variety of dining settings. The proposer will provide effective management and operational control of the food service space(s) and associated dining areas, coffee service bars, special catering services, snack and beverage vending machines, and related activities as further described in this RFP, including the associated proposal for design modification of the space and a draft contract for services. The specifications contained in this RFP are intended to preserve the integrity of the Capitol Park food service operation but not to restrict creativity.

There may be a demand for various types of catering to various groups and functions. Catering may vary from simple events with snacks or beverages to the possibility of occasional large scale banquets. Proposals for exclusive rights to provide such services will not be entertained so the responding organization should have a clear plan for marketing and providing for a wide range of catering needs in an attractive and competitive way. Clear representation of skills and creativity in these areas are important to the Owner.

The food service operations must gradually evolve (and not remain static) in order to be successful and to continue to be so. As a result, receptivity to new ideas should be demonstrated by the contractor's staff and in their corporate culture. Food service management shall be alert to changing food service trends, new market forms of food, and changing diet patterns that evolve throughout the food service industry. With input from the institution, methods of food service merchandising, public relations, promotion and menu presentation in all operations should be continually reviewed to increase usage, improve service, and maximize potential revenues.

Section 1.2 - Required Proposal

(1) A rationally persuasive response to the request that addresses the Owner's needs is expected. This part of the proposal response should describe a vision for responding to the stated vision food services as described above. References for other similar successful operations will be helpful in

consideration of a Proposer's proposal. Beyond that, a response that reflects the spirit and characteristics of the Owner and considers the needs and the unique aspects of the market of our Cafeterias will be favorably considered. In summary, the successful proposal will illustrate high value and recognition of the Owner's character.

(2) The intent of DOA/OFC is that the food service operation will:

- Improve and encourage patronage.
- Be characterized by very high satisfaction of tenants, guests and visitors.
- Increase the volume of food service business in the cafeterias.
- Provide a financially stable base on which to build an improved program with greater flexibility and responsiveness.
- Provide catering services when necessary that satisfies agencies and employees.
- Recognize and use local producers and suppliers.
- Provide options for tenants, conference room renters and visitors.

(3) DOA/OFC is looking for a long-term partnership that will distinguish itself with high value and satisfaction and be viewed as successful by all parties. The concept of partnership as being cooperative and willing to try new ideas will be the key to sustaining this partnership through the dynamic future ahead. The successful proposer is expected to be an integral part of the Capitol Park, striving to meet the changing needs of Capitol Park.

Section 1.3 - General Specifications

- (1) "Exhibit A" provides a basic space allocation floor plan for the Claiborne and LaSalle Buildings where food service operations will be assigned.
- (2) The Owner is receptive to any improvements that a Contractor may recommend or propose that would enhance the environment of our existing food service facilities.
- (3) It is the responsibility of the Proposer to inventory and assess any equipment currently within the assigned areas as to the functionality and maintenance status. Such equipment will be provided on a "loan basis" during the contract period. The FSP will be responsible for the maintenance and upkeep of all equipment (List of Equipment in Exhibit "C") for the expected and reasonable equipment life (through proper care and use of the equipment) or the replacement if such cannot be maintained satisfactorily by the FSP.
- (4) DOA/OFC retains full control and decision making on any proposed modifications to the building structures, even within the assigned spaces.

Section 1.4 - Fire and Safety

Accident Prevention

An aggressive program of accident prevention and safety education shall be used by the FSP. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident free environment.

Reporting Incidents

The FSP shall immediately report fires, unsafe conditions and security hazards to the Office of State Buildings. The FSP shall immediately fix and report any citations for unsafe conditions to the Office of State Buildings.

Fire Extinguishers

OSB shall furnish and maintain fire extinguisher equipment and supplies, and the FSP shall notify OSB immediately after every use.

Section 1.5 - Security

Cafeteria Facilities

The Department of Public Safety- Capitol Detail shall provide general security to the facility locations occupied by the FSP. It is agreed that the locations assigned to the Contractor are for use solely to fulfill the FSP's duties and that the FSP shall at all times keep the Capitol Park facilities secured. The FSP is responsible for maintaining the DOA/OFC standard of security during those times the DOA/OFC portion of the facility is closed. The FSP shall be responsible for any theft or loss of State property that occurs as a result of the FSP's failure to provide adequate security under these circumstances.

Keys and/or Key Cards

The FSP shall be responsible for any keys or key cards or locking devices provided to the FSP by the Office of State Buildings at the onset of the contract. The FSP shall be responsible for the cost of replacement of lost keys, and if the DOA/OSB determines that keys lost by the FSP could compromise campus security, the FSP shall be responsible for all costs associated with re-keying or re-securing designated locations. The FSP may request the DOA/OSB to re-key the facilities prior to the commencement of the Contract, or at any time during the duration of the contract, however, any costs of such re-keying shall be the sole responsibility of the FSP.

Reporting

(1) The FSP shall be responsible for immediately reporting to the DOA/OSB, via the Department of Public Safety and to the direct appointed DOA/OFC contact, any known facts related to losses incurred as a result of break-ins to the premises or the rest of the facilities.

(2) The FSP shall be responsible for reporting to the DOA/OSB any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons which occur in or around the premises.

Section 1.6 - Housekeeping and Sanitation Services

(1) Daily Housekeeping

The FSP shall provide routine daily housekeeping, cleaning, preventive maintenance, and sanitation service, which includes necessary commercial equipment and supplies, for all assigned food service areas. (See Exhibit "A", i.e. Kitchen and Dining Areas) In addition, the FSP will maintain the dining room throughout the service hours to include wiping down tables, cleaning spills, emptying trash, and keeping the dining room neat and orderly.

These facilities shall include, but not be limited to, production and serving areas, dining rooms, snack bars, delis, bakeries, refrigerators, freezers, receiving and storage, trash and garbage, employee rest rooms, offices, hallways and stairs used by the Contractor.

(2) Cleaning/Sanitation Schedules

The FSP shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean and neat appearance. Upon review and approval by the Owner, schedules shall be posted and implemented within 30 days of the beginning of the contract.

(3) Housekeeping/Sanitation

The FSP shall be responsible for:

- a) Routine daily sweeping, mopping and buffing non-carpeted floors, vacuuming and spot cleaning any carpets and furniture;
- b) Routine weekly cleaning of the hoods and filters
- c) Providing, cleaning and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels and other related dining service items.

(4) Regular Periodic Cleaning/Maintenance

The FSP shall be responsible for:

- a) Periodic stripping and sealing or waxing of floors, i.e. terrazzo, ceramic tile, etc...
- b) Cleaning hood ducts, plenums and related units and fans. Kitchen vent hoods shall be serviced semiannually, or as according to the NFPA 96 Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
- c) The FSP shall have grease traps cleaned and tested as required by East Baton Rouge City Ordinance 9195. These tests are: Biochemical Oxygen Demand (BOD), Total Suspended Solids - mg/l (TSS) and Oil and Grease – mg/l. In the event the tests indicate levels beyond the allowable limits, the FSP shall be responsible for payment of any and all fines levied.
- d) The FSP will be responsible for the repair and cost for damages to equipment and furniture from neglect or malicious intent.

(5) Food Handler Certificates

The FSP shall be responsible for providing food handler certificates and/or medical examinations as required by law and shall make such records available for review upon the Owner's request.

(6) FSP Employee Sanitation

The FSP's employees shall be neat and tidy in appearance and shall follow general food service industry established hygiene practices in the handling of food. The FSP shall not allow employees with known illnesses, open sores or other symptoms to work. Any contagious disease such as hepatitis must be reported immediately to the Owner.

Section 1.7 - Other Facilities Services

(1) Utilities

The OFC will be responsible for providing reasonable electricity, gas, water, sewer service and heating/air conditioning, where available, for the food service operations.

(2) Telephone and Networking Service

a. The OFC provides phone and networking service to complex and it is required that the FSP use that service. Any additions to existing data lines or other IT request shall be made in advance for review by State representative, i.e. Office of Computer Services and Office of Telecommunications management.

b. Arrangements may be made for a direct dial extension assignment for phone and fax access for the main Food Services offices. There will be no charge for the initial agreed upon installation of such service.

c. DOA Office of Telecommunication Management will provide monthly line rates for phone and data connections and for long distance charges. The FSP agrees to such rates and to approve payment for such services. These rates will be provided by OTM to the FSP so that this can be incorporated into proposal.

(3) Pest Control

The FSP shall be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service and storage. A schedule of frequency of service shall be submitted by the FSP prior to the contract being started to the DOA/OSB.

(4) Trash Removal

The DOA/OSB will provide for the removal of trash and garbage from the designated receptacles. The FSP shall be responsible for transporting all waste from its assigned areas to the appropriate receptacles. The FSP shall cooperate with the DOA/OSB in minimizing disposal costs. Storage of refuse and recycling should be in appropriate containers and in unobtrusive areas of the facility, not in production or dining areas.

(5) Recycling

- a. The FSP shall recycle food, packaging, and other items to the extent that there are available markets and outlets for the products and it meets Hazard Analysis Critical Control Point (HACCP) as well as state and local sanitation and safety regulations.
- b. Submit a description of the recycling program which will be used to minimize disposal costs, including all paper, plastic and other disposable items.

(6) Utility Service Interruptions

- a. The DOA/OFC cannot guarantee an uninterrupted supply of water, electricity, gas, heat and/or air conditioning; however, it shall be diligent in restoring service following an interruption. The DOA/OFC shall not be liable for any product loss which may result from the interruption or failure of any such utility services.

(7) Energy Conservation

- a. The FSP shall assume responsibility for maximum utility/energy conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items, when the Dining Service facilities are not in use or when business volume dictates a reduction in the use of utilities. Equipment use shall be planned and equipment not “warmed up” or charged if it is not expected to be used during that day or period.

(8) Facility Assessment

- a. Submit a commentary on each facility that is included in your proposal as to the condition/state of the facilities and equipment and a list of any additional or replacement equipment that would be necessary to implement your proposal concepts.
- b. If any additional equipment will be required to provide the services specified, state by whom and how the equipment would be acquired in relation to final ownership of the property; and provide a description of Proposer’s capacity to provide assistance in short and long-range planning of facilities and services.

Section 2 – General Cafeteria Operation Specifications

Section 2.1 - General Specifications

- (1) It will be the FSP responsibility to create appropriate flow control processes for payment and tracking of patrons.
- (2) Submit a conceptual proposal services that will specifically meet the Owner’s requirements that Proposer is proposing to operate. This proposal should include any brands, style of service, menu pricing and menu stations, décor packages/themes, and anything else that will help the Owner understand what your company will do to assure a quality food service program marked by value, flexibility and creativity. The conceptual proposal must include:
 - a. Cycle menus to include all serving stations, e.g., hot food, deli, grill, salad, dessert, etc. Vegetarian and vegan entrees should be identified and proposer should be prepared to provide sample recipes. List all items to be baked on premises and any exceptions;
 - b. Grab and go options or boxed meal options;
 - c. Brands (products or concepts);
 - d. Hours of operation that meet changing needs of clientele;
 - f. Service style, “environment concept”;
 - e. Weekly staffing chart with total annualized full time equivalent employees including all onsite management allocations; and
 - f. Projected revenue and expenses (These projections will allow the Owner to consider the impact of various options in the proposal)

Section 2.2 - Inspections

(1) The Owner reserves the right to periodically conduct, announced or unannounced, inspections, evaluations, and request changes in the operation and condition of the dining service and facilities at any time with respect to quality, quantity and production of all food items, hours of meal service, prices, safety, energy/electrical consumption, sanitation and maintenance of the facilities and equipment to bring them to levels satisfactory to the Owner.

(2) Inspectors from all state and local authorities and from the Owner shall have complete cooperation from the FSP. When state and local authorities arrive for inspection, the Owner shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by the FSP to the Owner within 72 hours of receipt. Within five (5) working days, the FSP shall provide the Owner with a written report of corrective action. In the event that corrective action is a joint responsibility, the FSP shall notify the Owner of its responsibility in the matter and shall work with the Owner in the implementation of such action. Inspections and evaluations shall be conducted so as not to interfere with the normal operation of the dining service function.

Section 3 – Contract Terms Requested by DOA/OFC

Section 3.1 General Conditions for Proposed Contract

(1) This is a request for proposals and not a bid process, therefore, DOA/OFC has the discretion to evaluate the qualitative as well as financial aspects of each proposal and make its selection based on what it considers to be in the best interests of the Owner as a whole. The selected contractor and subsequent awarded contract shall be made in the best interest of DOA/OFC.

(2) This RFP is governed by the laws of the State of Louisiana. All claims and actions brought under or arising from this process or resulting Contract must be brought in the courts located in Baton Rouge or in the courts of the State of Louisiana. Unless specifically addressed or overruled by the agreed contract all items in this RFP will become part of the contractual agreement and expectations.

(3) DOA/OFC intends to enter into the Contract with the successful proposer. Proposers are cautioned that DOA/OFC is not obligated to ask for or accept, after the Proposal Due Date, data that is essential for a complete and thorough evaluation of your proposal. The proposal should offer the best and final terms. DOA/OFC reserves the right to award a Contract on the basis of your submitted proposal without further discussion.

(4) The Contract will be a requirements contract, and any prior year sales data provided to proposers is for information purposes only, and is not a guarantee. The sales actually earned by FSP may be less or more than in prior years. If less, no action for damages nor for lost profits will accrue to Contractor by reason thereof.

(5) A proposed Contract shall be prepared and presented with the proposal for services proposed. Specific language and element requirements as detailed in this section are hereby proposed and expected by DOA/OFC, but are open to reasonable negotiations in establishing the final contractual instrument.

(6) Parties to Contract: The Contract shall be between the Office of Facilities Corporation, known as the "Owner" and the successful Proposer known as the "Food Services Provider" (FSP) according to the terms to be set forth in the agreeable contract document. A representative of the Owner will be responsible for the administration of the Contract, and referred to as the "Contract Liaison". The Office of State Buildings, through the Office of General Counsel, will be the responsible party representing Division of Administration Office of Facilities Corporation. The signatory section should have signature designation for the Commissioner of Administration or their designee.

(7) The successful FSP will be expected to work with the Owner in preparing the assigned spaces, including approved renovations, such that food services will commence fully on approximately December 1, 2011. The Owner will coordinate the actual date of contract service per this RFP.

- (8) Proposers may not make public announcements or news releases regarding this RFP or any subsequent contract without the prior written approval of the Owner.
- (9) Proposers may not use the name or any trademark, service mark, or other proprietary mark or logo of the Division of Administration Office of Facilities Corporation for any purpose without the prior written approval of DOA/OFC.
- (10) Proposers must timely remove any samples provided with proposal or otherwise at DOA's request at no cost to DOA. DOA will not be responsible for any samples that are destroyed or damaged while in DOA's custody. If samples are not removed within thirty calendar days after written notice to the proposer, they will be considered abandoned. Expenses incurred in their disposal will be charged to the proposer.
- (11) DOA will not be bound by any oral or written information released prior to the date of release of this RFP. Thereafter, DOA will be bound only by this RFP and all final Addenda published, and the Contract, if any.
- (12) The population information provided in this RFP is summary in nature and based upon the best information or intents regarding such. DOA makes no representations or warranties of any kind, either expressed or implied, with respect to such information.
- (13) The successful FSP must not commence any billable work until a valid contract has been executed.
- (14) The Contract cannot be subject to the terms and conditions of any beverage manufacturer agreement only through the terms and conditions of the DOA.
- (15) Term: DOA anticipates the term of the Contract to be two (2) years with three (3) one-year renewal options.
- (16) Non-Discrimination: In connection with the performance of work under this Contract, the FSP agrees not to discriminate against any customer/employee because of race, color, religion, national origin, sex, and marital status, status with regard to public assistance, disability, or age.
- (17) Permits, Taxes and Licenses: The successful FSP shall obtain all federal, state and local licenses and permits required for the food service operation, and shall be responsible for all sales, use, excise and state and local business and income taxes attributable to the food service operation. The cost of licenses, permits and taxes shall be charged as Direct Costs. However, with respect to state income taxes, an amount calculated by applying the applicable state tax rate to the operating unit's income shall be charged.
- (18) Employee Screening and Removal: The Owner will reserve the right to request the removal of any FSP employee from the performance of the contract if in the judgment of the Owner, such removal shall be necessary in order to protect the interests of the Owner. The FSP is expected to screen potential employees for criminal records that reveal undesired actions including violence, sexual misconduct, acts against women or children or felony theft.
- (19) Reimbursement of Costs: Each FSP submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal response, including costs that may be incurred in providing the Owner with additional information. The Owner is under no obligation to reimburse the Proposer for any proposal costs or incur any costs on Proposer's behalf.
- (20) Patents and Copyrights: The FSP shall assume all costs arising from the use of copyrights, patented materials, licenses equipment devices or processes used in the operation of, or incorporated, in the contracted facilities and shall indemnify and hold harmless the Owner from all suits of law or actions of every nature for or on account of the use of any patented or copyrighted materials, equipment, devices or processes.

Section 3.2 - Termination Conditions for Proposed Contract

(1) Termination of This Agreement for Cause:

- a. The Owner may terminate this agreement for cause based upon the failure of the FSP to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to the agreement, provided by that the Owner shall give the FSP written notice specifying

the FSP's failure. If within thirty (30) days after receipt of such notice, the FSP shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Owner may, at its option, place the FSP in default and the Agreement shall terminate on the date specified in such notice.

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

(2) Termination of the Agreement for Convenience:

a. The Owner may terminate this Agreement at any time by giving thirty (30) days written notice to the FSP of such termination or negotiation with the FSP and effective date.

b. The FSP shall be entitled to payment for deliverables in progress; to the extent work has been performed.

Section 3.3 - Insurance Requirements for Proposed Contract

The FSP shall be responsible for the insurance of the leased/rented space in the building and surrounding grounds.

The FSP shall be responsible for insuring the contents of the rented/leased space belonging to DOA and the FSP, or the FSP's employees, agents, invitees or clients, and any other insurance that might be required for the FSP to conduct its business.

INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

Lessee shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. 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 Coverage

a. The Owner, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.

- b. The Lessee's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Lessee's insurance.
 - c. The Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
2. **Workers Compensation and Employers Liability Coverage**
The insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from or in connection with the Lessee's operation and use of the leased premises.
3. **All Coverage's**
- a. Coverage shall not be canceled, suspended, or voided by either party (the Lessee or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Lessee's policy.
 - b. The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.
 - c. Any failure of the Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Lessee 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

Lessee shall furnish the Owner 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 Owner 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 Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Lessee to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner, may be suspended, discontinued or terminated. Failure of the Lessee to purchase and/or maintain any required insurance shall not relieve the Lessee from any liability or indemnification under the contract.

F. WORKERS COMPENSATION INDEMNITY

In the event Lessee is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Lessee, 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 Lessee, its owners, agents and employees. The parties further agree that Lessee is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Lessee 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.

G. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Lessee agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, 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 Lessee, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Lessee 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.

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

Section 4 – Proposal and Contract Negotiation Process Terms and Conditions

Section 4.1 Proposal Content Requirements: Company Background

(1) A brief history of the company’s presence in the food service industry, including revenue level, number of current accounts, years in business, number and make-up of staff.

(2) Evidence that the company has a minimum of three (3) years of successful business experience performing comparable services to those under this RFP. Provide a list of the company’s current corporate clients:

- Name and address of the company
- Name and title of client contact
- Telephone number of client contact
- Date that service began
- Revenue level for each account

(3) Former clients: Provide a list of companies where the company’s services have been terminated (either by your company or by the client) within the past three (3) years. Include the following information:

- Name and address of the company
- Name and title of client contact
- Telephone number of client contact
- Date and reason for termination

(4) Copies of the companies certified financial statements, including balance sheet, income statement and statement of cash flows, for the past two (2) fiscal years.

(5) A description of the company’s internal administrative systems, including but not limited to, inventory control, reporting of sales, and internal audit. Sample reports and preferred format for data exchange and forms used in normal business would be helpful in understanding potential impacts.

(6) A management and staffing plan consistent with the applicable provisions of the RFP and contract requirements.

Section 4.2 - Proposal Content Requirements: Quality Assurance Plan

(1) Include a plan to provide quality assurance with respect to all aspects of the Food Service Operations with descriptions of:

- a. The ways in which your company would involve the Owner in your company's quality assurance program;
- b. The process by which food quality will be addressed for all meals served anywhere in the Claiborne and LaSalle Cafeterias;
- c. Your company's internal quality assurance program, including samples of any inspection/quality audit forms used as part of any district/regional/corporate visitations;
- d. Follow up procedures for customer complaints including what will be done to assure that the same problems are not repeated;
- e. A plan for ongoing as well as periodic customer service monitoring;
- f. Any forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification and deletion of unpopular items and similar items;
- g. The training and supervision process that will be implemented and sustained to assure the Owner that proper food handling, holding, transport, and service standards are in place and consistently utilized; and
- h. The ways your company will meet performance standards for serving and check out time.

Section 4.3 - Proposal Content Requirements: Equipment and Maintenance

(1) Provide a list, with quantity, brand and model number, of all equipment and other personal property your company proposes to bring onto the service facilities. All proposals must include complete manufacturer's description literature regarding any equipment proposed.

(2) Describe your company's program for preventative maintenance and regular replacement of worn, malfunctioning or damaged equipment.

(3) Attached as Exhibit C is a list of supplies and equipment that DOA/OSB will make available to the successful proposer for use in Food Service Operations.

Section 4.4 - Withdrawal

Submission of a proposal and draft contract is a binding offer to provide goods and/or financial remuneration and/or to perform services. This offer will remain in effect for 90 calendar days after the Proposal Due Date (the "offer period"), and will continue thereafter, unless the Proposer withdraws proposal pursuant to (1) or (2) below. Any request to withdraw the proposal must be made in writing to the Owner's contact as follows.

(1) Withdrawal of the proposal at any time before the Proposal Due Date.

(2) Withdrawal of the proposal during the offer period only if the request to withdraw is based on a unilateral error or mistake in the proposal; the request is made before any award of the Contract to a company, and the Owner approves the request.

Section 4.5 - Proposal Evaluation

(1) DOA/OFC will appoint a Selection Committee consisting of a minimum of three persons. The Evaluation Committee may appoint one or more consultants to advise on specific issues arising during proposal evaluation. The Evaluation Committee will evaluate those proposals that meet the requirements. Once the Evaluation Committee has completed its evaluation, it will make a recommendation to the Commissioner of Administration. The Commissioner of Administration will make the final determination regarding award of the Contract and will execute the final agreed upon instrument.

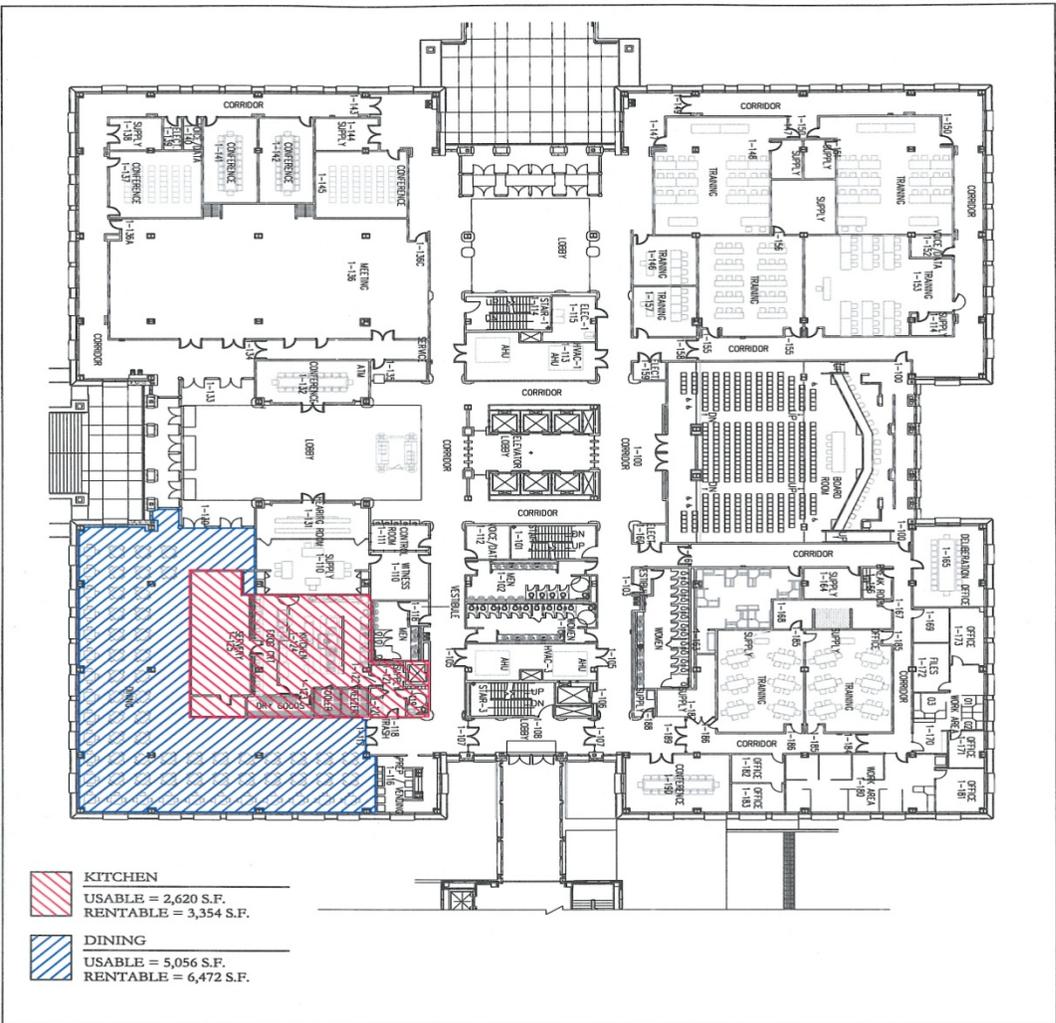
(2) The members of the evaluation committee may deem it necessary to make a site visitation to a facility similar in scope and demographics to the Owner's facilities. The RFP respondent shall make available to the Evaluation Committee members their premises for inspections.

(3) Only those proposals which reflect a full appreciation of the food service needs, vision and potential, and offers a realistic solution which will benefit the Owner, and the FSP, will be considered for further negotiations. Evaluation factors to be used in the evaluation of the proposals are:

- Technical Compliance Performance
- Capabilities Economic Considerations
- Proposal Creativity

Exhibit A – Floor Plans and Facilities Specifications

Included herewith are the floor plans (main floor at each location) for the Claiborne and LaSalle Cafeterias where the primary food services operations will be housed. The food services operation space of the Claiborne Building is in the bottom left quadrant northeast of the building, designated with the hashed shaded area. There are various meeting and conference spaces located on the 1st floor as well as throughout the building. There is a designated elevator for the cafeteria that leads to the loading dock area on the ground floor. The area includes dry storage, a large walk-in cooler/freezer and office space in the area as well. The middle section is the kitchen and food preparation area and dishwashing area. The front part offers several different serving areas, including the ability to on demand short-order cooking or grilling. Gas and electric service are provided as is the HVAC for the building. Additional technical information and plans will be made available at the on-site pre-proposal meeting.



CLAIBORNE BUILDING
FLOOR 1 OF 7

06-01-11

Office of State Buildings
P.O. Box 44001
1828 North Third
Baton Rouge, LA 70802-4001
(225) 219-4800

The food services operation space of the LaSalle Building is located in the upper left (northwest) quadrant in the floor plan below, designated with the hashed shaded area. There are various meeting and/or conference spaces located on the 1st floor. The area includes dry storage, a large walk-in cooler/freezer and office space in the area as well. The middle section is the kitchen and food preparation area and dishwashing area. The front part offers several different serving areas, including the ability to on demand short-order cooking or grilling. Gas and electric service are provided as is the HVAC for the building. Additional technical information and plans will be made available at the on-site pre-proposal meeting.

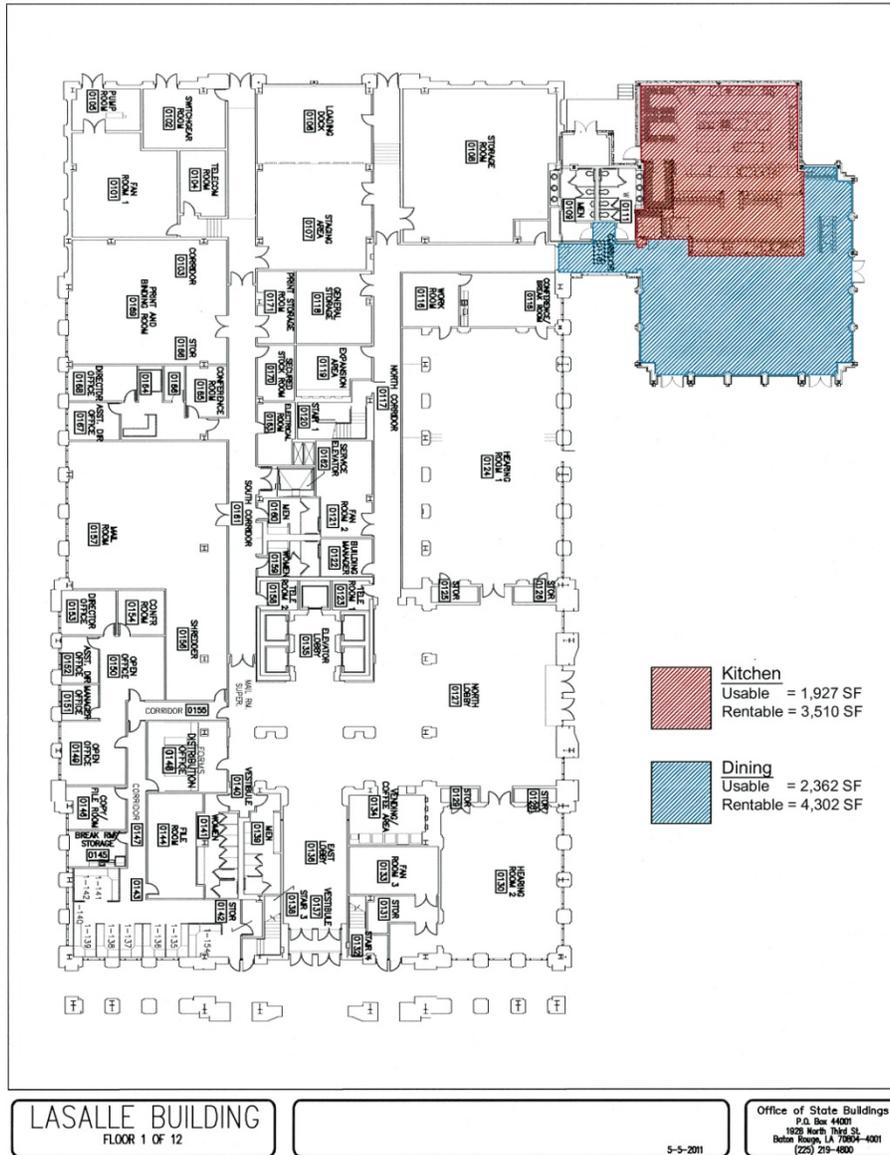


Exhibit B – Existing Schedule and Plans of Food Service Operations

The current campus operations consist of the cafeterias in the Claiborne and LaSalle Buildings. Remote food cart operations are not offered in the Capitol Park. Coffee service and catering support is to be provided and/or offered to the campus. The schedule and hours of operation are currently as follows.

Hours of service for the dining hall are: M-F	Breakfast	7:30 - 11:00am
M-F	Lunch	11:30 am – 2:00 pm
M-Th	Dinner	NA
F	Dinner	NA
Sat-Sun	Brunch	NA
Sat-Sun	Dinner	NA

Exhibit C – List of DOA/OFC Equipment Provided in Food Services Area

FOOD SERVICE EQUIPMENT CLAIBORNE CAFETERIA

3-Compartment Sink: Manufacture - Metal Master's 414-16-3-24-SLG

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Utility Rack: Manufacture - CresCor 200-1841

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Food Disposer: Manufacture – Hobart FD3-150

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Dish Dollies: Manufacture - Metro CBH2121C

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Dishwasher: Manufacture – Hobart C44A 4324

Vendor:

Hobart

Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Soiled Dish table: Manufacture - Metal Masters SDTL-48-16/4-SL

Vendor

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Clean Dish table: Manufacture - Metal Masters CDTR-60-16/4-SL

Vendor

Buckelew's 8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Booster Heater: Manufacture - Hatco C-54 11656

Vendor:

Chandler's Parts & Service

Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Condensate Hood: Manufacture - Captive-Aire .Custom

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Ware washing Chemicals: By Others

Wire Shelving: Manufacture - Metro Super Erecta

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Hand Sinks: Manufacture - Metal Masters HSA-10-FODP-SPEC

Vendor:

Buckelew's

82305. Choctaw

Baton Rouge, LA 70815

225/926-3657

Mixer Stand: Manufacture - Metal Masters MS3024S

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

10 Hose Reel: Manufacture - T&S B-1403 8230

Vendor:

Buckelew's

S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Mixer: Manufacture - Hobart A-200

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Wall Shelf: Manufacture - Metal Masters WS1272-16/4

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Work Table: Manufacture -Metal Masters T3O72STE-8BS

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Mobile Racks: Manufacture - CresCor 207-1818-D

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Wall Shelf: Manufacture - Metal Masters WS1248-16/4

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Work Table: Manufacture - Metal Masters T3048SE-8BS

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Convection Oven (Double-Deck): Manufacture – Hobart Vulcan SG44D

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Convection Steamer: Manufacture – Hobart Vulcan VSX7GC

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Fire Suppression: Manufacture - AnsulR-102

Vendor

RM Fire Protection

880 W. Cherry

Opelousas, LA 70570

800/228-7953

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Exhaust Hood: Manufacture - Captive-Aire-Custom

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Steam Kettle: Manufacture - Hobart Vulcan 1T4024G

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Tilt Skillet: Manufacture – Hobart Vulcan G3OCS

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Open-Burner Range: Manufacture – Hobart Vulcan GH3/72

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Spreader Plate: Manufacture – Hobart Vulcan GSE17D

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Dumping Station: Manufacture – Hobart Vulcan GRO1 5

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Fryer Filter System: Manufacture – Hobart Vulcan GRC35/MF-50

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Equipment Stand: Manufacture - Delfield F17C68

Vendor:

All-Temp

271 Hwy. 1085

Madisonville, La 70447

888/626-1277

Griddle: Manufacture – Hobart Vulcan MGG36

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

Under-counter Warmers: Manufacture - Metro C 190

Vendor:

Bukelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Tray Stand: Manufacture - John Boos & Company CUCT24 8230

Vendor:

Buckelew's

S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Char-Broiler: Manufacture – Hobart Vulcan MGCB24

Vendor:

Hobart

4324 Rhoda Drive

Baton Rouge, LA 70816

225/293-2414

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Exhaust Hood: Manufacture - Captive-Aire -Custom

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Prep Table: Manufacture - American Foodservice-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Fire Suppression: Manufacture -Ansul R-102

Vendor:

RM Fire Protection

880 W. Cherry

Opelousas, LA 70570

800/228-7953

Fire Suppression: Manufacture - Ansul R102

Vendor:

RM Fire Protection

880 W. Cherry

Opelousas, LA 70570

800/228-7953

Exhaust Hood: Manufacture - Captive-Aire - Custom

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Eye Washing Unit: By Others

Pizza Ovens: Manufacture - Lincoln 1301

Vendor:

Stove Parts

2120 Solara St.

Fort Worth, TX 76117

800/433-1804

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Proofer: Manufacture - Nu-Vu EP-16

Vendor:

Nu- Vu

5600 13th St.

Menominee, MI 49858

800/338-9886

Panini Grill

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Pizza Prep Station; Manufacture - Delfield 18648PTB 1

Vendor:

All-Temp

271 Hwy. 1085

Madisonville, La 70447

888/626-1277

Back Counter-Pizza; Manufacture - American Foodservice-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Cash Registers: Not In Contract

Cashier Stands: Manufacture -American Foodservice-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Counter Home & Sizzle: Manufacture - American Foodservice-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Heated Display: Manufacture - Hatco GRHD-4PD

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Sneeze Guard-Portable: Manufacture - Brass Smith Custom Z Guard 9600 TG

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Portable Cold Pan: Manufacture - American Foodservice-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Under-counter Freezer: Manufacture - Delfield 407-CA

Vendor:

All Temp

271 Hwy. 1085

Madisonville, La 70447

888/626-1277

Under-counter Refrigerator: Manufacture -Delfield

Vendor:

All Temp

406-CA 1 271 Hwy. 1085

Madisonville, La 70447

888/626-1277

Heated Display: Manufacture - Hatco GR2SDS-30D

Vendor:

Chandlers Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Counters-Stuffed & Pizza: Manufacture - American Foodservice Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Soup Wells: Manufacture- APW SM-50-1 1D-UL

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Sneeze Guard-Portable: Manufacture - Brass Smith Custom Z Guard 9600 TG

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Deli Display: Manufacture - Federal SQ-4CD

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Toaster: Manufacture - Wells T-4C

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Heated Shelves: Manufacture - Hatco GR2S-30

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Sneeze Guards-Portable: Manufacture - Brass Smith Custom Z Guard 9600 TG

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Heat Lamps; Manufacture - CresCor IFW-63-L-2STL

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Induction Cookers; Manufacture - Garland GJIJ-5.0

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Air Curtain Refrigerators: Manufacture - Federal RSSM-460SC

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Cup Dispensers: Not In Contract

Counter-Splash: Manufacture - American Foodservice-Custom

Vendor

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Coffee Brewers: Manufacture - FETCO CBS-52HI5-2

Vendor:

Chandler's Parts & Service

11656 Darryl Drive

Baton Rouge, LA 70815

225/272-6620

Juice Bubblers: Not In Contract

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Filter for Tea Brewer: Manufacture - Everpure QC71-MH

Vendor

Buckelew's 8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Filters for Coffee Brewer: Manufacture - Everpure QC71-MH

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Sneeze Guard – Portable: Manufacture - Brass Smith Custom Z Guard 9600 TG

Vendor:

Buckelew's

8230 S. Choctaw

TG Baton Rouge, LA 70815

225/926-3657

Portable Cold Pans: Manufacture - American Foodservice - Custom

Vendor

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Sneeze Guard-Portable: Manufacture - Brass Smith Custom Z Guard 9600 TG

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Wire Shelving: Manufacture - Metro Super Erecta

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Compressor Cooler: Manufacture - Harford Duracool Custom

Vendor;

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Evaporator Coil Cooler: Manufacture -Harford Duracool-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Walk-In Cooler/Freezer: Manufacture - Harford Duracool-Custom

Vendor

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Compressor-Freezer: Manufacture - Harford Duracool-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Evaporator Coil-Freezer: Manufacture - Harford Duracool-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

2-Compartment Sink: Manufacture - Metal Masters FN2448-2-24-14/3

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Wall Shelf: Manufacture - Metal Masters WS1296-16/4

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Prep Table: Manufacture - Metal Masters PT 3084

Vendor:

Buckelew's
8230 S. Choctaw
Baton Rouge, LA 70815
225/926-3657

Ice Makers with Bin: Manufacture- Hoshizaki KM-630-MAH/B-700

Vendor:

Eagle Refrigeration
5229 Choctaw Drive
Baton Rouge, LA 70815
225/357-1902

Safe: Not In Contract

Office Chairs: Not in Contract

Desk: Not In Contract

Food Processor: Manufacture -Robot Coupe CL52

Vendor:

Chandler's Parts & Service
11656 Darryl Drive
Baton Rouge, LA 70815
225/272-6620

Slicer: Manufacture – Hobart 2612

Vendor:

Hobart
4324 Rhoda Drive
Baton Rouge, LA 70816
225 293-2414

Work Table: Manufacture - Metal Masters T3O84STE-8BS

Vendor:

Buckelew's
8230 S. Choctaw
Baton Rouge, LA 70815
225/926-3657

Wall Shelf: Manufacture - Metal Masters WS1284-16/4

Vendor:

Buckelew's
8230 S. Choctaw
Baton Rouge, LA 70815
225/926-3657

FOOD SERVICE EQUIPMENT - CLAIBORNE CAFETERIA (CONTINUED)

Tray Collection Carts: Manufacture - American Foodservice-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Wire Shelving: Manufacture - Metro Super Erecta

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Filter for Soda and Juice bubbler: Manufacture - Everpure 9328-05

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Soda System: Not In Contract

Signage: Not In Contract

Floor Troughs: Manufacture - Servolift FT-1236/FT-2124

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

Wall Covering: Manufacture -Rigidized Metals-Custom

Vendor:

Buckelew's

8230 S. Choctaw

Baton Rouge, LA 70815

225/926-3657

End of Equipment List

FOOD SERVICE EQUIPMENT - LASALLE CAFETERIA

3 Compartment Sink: Manufacture – Metal Masters – 414-16-3-24

Utility Rack: Manufacture – Cres-Cor – 200-1841

Food Disposer: Hobart – FD3-150-B-3

Dish Dolly: Manufacture – Intermetro – CBH2121C

Dishwasher: Manufacture – Hobart – C44A-372

Soiled Dishtable: Manufacture – Metal Masters – SDTL-48-16/4

Clean Dishtable: Manufacture – Metal Masters – CDTR-60-16/4

Booster Heater: Manufacture – Hatco – C-54 Compact

Condensate Hood: Manufacture – Captive Aire – 4824-VHI-G

Ware Washing Chemicals: Not in Contract

Mop Sink: Manufacture – Metal Masters – F1916

Wire Shelving: Manufacture – Intermetro – Metroseal II

Hand Sink: Manufacture – Metal Masters – HAS-10-F

Mixer Stand: Manufacture – Metal Masters – MS3024S

Hose Reel: Manufacture – T&S Brass – B-1403

Mixer: Manufacture – Hobart – A-200-5002B

Wall Shelf: Manufacture – Metal Masters – WS1272-16/4

Work Table: Manufacture – Metal Masters – T3072STE-BS

Mobile Rack: Manufacture – Cres-Cor – 207-1818-D

Wall Shelf: Manufacture – Metal Masters – WS1272-16/4

Work Table: Manufacture – Metal Masters – T3072STE-BS

Convection Oven: Manufacture – Vulcan – SG44D

Convection Steamer: Manufacture – Vulcan – VSX7GC

FOOD SERVICE EQUIPMENT - LASALLE CAFETERIA (CONTINUED)

Fire Protection System: Manufacture – Ansul/Captive Aire – R102

Exhaust Hood: Manufacture – Captive Aire – 5730-CND-PSP

Steam Kettle: Manufacture – Vulcan – 1T4024G

Tilt Skillet: Manufacture – Vulcan – G30C

Open Burner Range/Spreader: Manufacture – Vulcan – GH3/72/GSE17D

Dumping Station/Fryer & Filter: Manufacture – Vulcan – GR15/ (2) GRC-35

Equipment Stand: Manufacture – Delfield – F17C68

Griddle: Manufacture – Vulcan –MGG36

Under-counter Warmer: Manufacture – Intermetro – C190

Charbroiler: Manufacture – Vulcan – MGCB24

Exhaust Hood: Manufacture – Captive Aire – 5730-CND

Prep Table: Manufacture – Metal Masters – PT30 Custom

Fire Protection System: Manufacture – Ansul/Captive Aire – R102

Eye Washing Unit: Manufacture – Haws – 7260BT

Fire Protection System: Manufacture – Ansul/Captive Aire – R102

Exhaust Hood: Manufacture – Captive Aire – 4530-CND

Pizza Oven: Manufacture – Lincoln – 13014353

Proofer: Manufacture – NuVu – EP-16

Panini Grill: Manufacture – Sodir – SAVOY

Pizza Prep Station: Manufacture – Delfield – 18648PTB

Pizza Back Counter – Custom Fabricated

Cash Register: Not in Contract

Cashier Stand: Custom Fabricated

Home & Sizzle Counter: Custom Fabricated

FOOD SERVICE EQUIPMENT - LASALLE CAFETERIA (CONTINUED)

Heated Display: Manufacture – Hatco –GRCDH3-PD

Sneeze Guard-Portable: Manufacture – Brass Smith – Z9600-TG-3

Portable Cold Can: Custom Fabricated

Under-counter Freezer: Manufacture – Delfield -407-CA

Under-counter Refrigerator: Manufacture – Delfield -406-CA

Heated Display: Manufacture – Hatco –GR2SDS-30D

Stuffed & Pizza Counter – Custom Fabricated

Soup Wells: Manufacture – APW-SM-50-111D-UL w/drain

Sneeze Guard-Portable: Manufacture – Brass Smith – Z9600-TG-3 w/shelf

Deli Shelf: Manufacture – Federal – SQ-4CD

Heated Shelf: Manufacture – Hatco –GR2S-30

Sneeze Guard-Portable: Manufacture – Brass Smith – Z9600-TG-42

Heat Lamp: Manufacture – Cres-Cor – 1FW-63-2STL

Induction Cooker: Manufacture – Garland – G1U-5.0

Air Curtain Refrigerator: Manufacture – Federal – RSSM-460SC

Cup Dispenser: Not in contract

Splash Counter: Custom Fabricated

Soda & Ice Dispenser – Not in contract

Iced Tea Brewer: Manufacture – Fetco – TBS-21H-1

Air Pot: Manufacture – Fetco – LD-15

Coffee Brewer: Manufacture – Fetco – CBS-52H-15-2

Water Filter: Manufacture – Everpure – EV9272-41(QC71-MH)

Sneeze Guard-Portable: Manufacture – Brass Smith – Z9600-TG-3

Portable Cold Can: Custom Fabricated

FOOD SERVICE EQUIPMENT - LASALLE CAFETERIA (CONTINUED)

Sneeze Guard-Portable: Manufacture – Brass Smith – Z9600-TG-3

Heated Shelf: Manufacture – Hatco –GR2S-24

Wire Shelving: Manufacture – Intermetro – Metroseal II

Cooler: Manufacture – Kolpak – PR95M

Walk-In Cooler/Freezer: Manufacture – Kolpak – Custom Class I

Freezer: Manufacture – Kolpak – PR199L

2 Compartment Sink: Manufacture – Metal Masters – FN2448-2-24-14/3

Wall Shelf: Manufacture – Metal Masters – WS1272-16/4

Office Chair: Not in contract

Prep Table: Manufacture – Metal Masters – PT3084R

Ice Maker w/bin: Manufacture – Hoshizaki – KM-630MR11 – B-700SH

Safe: Not in contract

Sheer: Manufacture – Hobart – 2612-1

Desk: Not in contract

Work Table: Manufacture – Metal Masters –T3084STE-BS

Wall Shelf: Manufacture – Metal Masters – WS1272-16/4

Wire Shelving: Manufacture – Intermetro – BR

Water Filter: Manufacture – Everpure – 9337-11

Tray Collection Cart: Not in contract

Soda System: Not in contract

Signage: Not in contract

Floor Trough: Not in contract

End of Equipment List

Exhibit D – Lease of Building Space for Proposed Contract

AGREEMENT TO LEASE

BETWEEN

OFFICE OF FACILITIES COOPERATION

AND

FOOD SERVICE PROVIDER

1. USER FEE

In consideration of the use of the space, the FOOD SERVICE PROVIDER (FSP) agrees to pay the DIVISION OF ADMINISTRATION (DOA/CLIENT) the sum of **\$24,000** in TWELVE equal installments of \$2,000 each (**\$1,000/month for each facility**), the first installment being due and payable on the 1ST day of NOVEMBER 2011, and the remaining installments being due and payable, respectively on the 1ST day of each month thereafter.

2. LOCATION OF PROPERTIES

The space being rented by the FSP is located at:

Claiborne Office Building
1201 North 3rd Street, 1st Floor
Baton Rouge, Louisiana 70802

LaSalle Office Building
617 North 3rd Street, 1st Floor
Baton Rouge, Louisiana 70802

3. CARE OF PROPERTY

The FSP shall be responsible for taking ordinary care to protect and preserve the leased premises, and to prevent any damages to the premise, which may be caused, by its employees, agents, invitees, or clients, ordinary wear and tear excepted.

4. ALTERATIONS

No changes may be made to the premises, including but not limited to wiring, painting, wallpaper, flooring, adding or deleting walls and/or partitions, or adding, removing or reconfiguring modular furniture, even at FSP's expense, without prior approval from the DOA/OFFICE OF STATE BUILDINGS

(OSB) and from the State Fire Marshal, if applicable. Any such alterations which are approved shall be paid for by the FSP. Such costs are not included in the rental rate.

5. MAINTENANCE AND REPAIR

The FSP shall be responsible for the required maintenance and repair of the leased premises at the stated user fee rate. All damages caused by the FSP, or the FSP's employees, agents, invitees or clients will be repaired at the FSP's expense, ordinary wear and tear excepted.

6. DOA/OSB RIGHT OF INSPECTION

DOA/OSB shall have the right to enter the premises at any time to inspect said premises.

7. OBLIGATIONS OF THE DOA/OSB

All utilities, special communications and data processing devices and wiring in the rented/leased spaces shall be maintained, and paid for by DOA/OSB. DOA/OSB shall provide basic voice and data wiring for initial occupancy in accordance with Office of Telecommunications Management guidelines.

8. OBLIGATIONS OF THE FSP

The FSP agrees to keep the leased premises in good condition, and to make such repairs, replacements changes as needed, subject to the provisions of Sections 3 (Care of Property) and 5 (Maintenance and Repair) listed above in this document. The FSP shall utilize the leased premises in a legal manner, and shall be responsible for any damages caused by its employees, agents, invitees, or clients. The FSP does not have the approval to sublease the space to anyone or any entity without Division of Administration approval.

Cost of any post-occupancy relocation, reconfiguration or reconnection of basic voice and data wiring shall be the responsibility of the FSP. Any special or unique requirements for installation, storage, air conditioning, security, or other requirements for the FSP's equipment, records, or other devices, shall be paid for by the FSP in addition to the rental payments set out herein. All such improvements require prior approval of the DOA/OSB as required in Paragraph 4.

9. OBLIGATION TO INSURE

The FSP shall be responsible for the insurance of the leased/rented space in the building and surrounding grounds.

The FSP shall be responsible for insuring the contents of the rented/leased space belonging to DOA and the FSP, or the FSP's employees, agents, invitees or clients, and any other insurance that might be required for the FSP to conduct its business.

INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

Lessee shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

3. 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.

4. Commercial General Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. 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 Coverage

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

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from or in connection with the Lessee's operation and use of the leased premises.

3. All Coverage's

- d. Coverage shall not be canceled, suspended, or voided by either party (the Lessee or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Lessee's policy.

- e. The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.
- f. Any failure of the Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Lessee 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

Lessee shall furnish the Owner 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 Owner 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 Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Lessee to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner, may be suspended, discontinued or terminated. Failure of the Lessee to purchase and/or maintain any required insurance shall not relieve the Lessee from any liability or indemnification under the contract.

F. WORKERS COMPENSATION INDEMNITY

In the event Lessee is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Lessee, 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 Lessee, its owners, agents and employees. The parties further agree that Lessee is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Lessee 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.

G. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Lessee agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, 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 Lessee, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Lessee 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.

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

10. TAXES AND FEES

The FSP shall be responsible for any taxes and/or fees that might be due and owing as a result of its operations within the leased premises.

11. JANITORIAL SERVICES

Janitorial service, including floor maintenance and custodial supplies for the rented/leased space(s), shall be supplied by the FSP. The FSP shall also provide all sanitation disposal services to include; oil and grease removal, grease trap cleaning and pest control services for the rented/leased space(s).

12. SECURITY

DOA/OSB shall provide security service during normal workday for the building occupants. Any additional security requirements shall only be provided by amendment to this agreement at additional cost to the FSP.