



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000139937 - One (1) Year Contract for Charter Bus Transportation for
Krewe Members for the 2022 Carnival Season for the Jefferson Parish
Citizen's Affair Department
Jefferson Parish Government**

Project documents obtained from www.CentralBidding.com

11-Oct-2022 09:25:51 AM



Bid Number 5000139937

**One (1) Year Contract for Charter Bus Transportation for
Krewe Members for the 2022 Carnival Season for the
Jefferson Parish Citizen's Affair Department**

BID DUE: October 12, 2022 AT 11:00 AM

ATTENTION VENDORS!!!

**Please review all pages and respond accordingly, complying with all provisions
in the technical specifications and Jefferson Parish Instructions for Bidders and
General Terms and Conditions. All bids must be received on the Purchasing
Department's eProcurement site, www.jeffparishbids.net, by the bid due date
and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Brenda Bellow
Buyer Email: bbellow@jeffparish.net
Buyer Phone: 504-364-2683**

DATE: 10/04/2022

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00139937

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: BBELLOW@jeffparish.net

Bids will be received until 11:00 AM, 10/12/2022 via online at www.jeffparishbids.net.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year warranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A1 17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

3, 5, 6, 10, 13

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DATE: 10/04/2022

BID NO.: 50-00139937

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 10/04/2022

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00139937

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: BBELLOW

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH	
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	_____
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	_____
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	_____

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____
 NUMBER: _____
 NUMBER: _____
 NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME: <u>Hotard Coaches, Inc.</u>	
SIGNATURE: (Must be signed here) <u>Callen Hotard</u>	TITLE: <u>CEO</u>
PRINT OR TYPE NAME: <u>Callen Hotard</u>	
ADDRESS: <u>2838 Tour St</u>	
CITY, STATE: <u>New Orleans LA</u>	ZIP: <u>70122</u>
TELEPHONE: <u>not 942-5723</u>	FAX: <u>not 944-8650</u>
EMAIL ADDRESS: <u>Shannan@hotard.com</u>	

TOTAL PRICE OF ALL BID ITEMS: \$ 23,500.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00139937

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	47.00	EA	<p>ONE (1) YEAR CONTRACT FOR CHARTER BUS TRANSPORTATION FOR KREWE MEMBERS FOR THE 2022 CARNIVAL SEASON FOR THE JEFFERSON PARISH CITIZEN'S AFFAIR DEPARTMENT</p> <p>0010-Carnival 2023 Charter Bus Transport Vendor to provide up to 47 one way transfers to transport krewe members to parade staging area</p> <p>**PLEASE REVIEW THE BID SPECIFICATIONS**</p>	\$ 500. ⁰⁰	\$ 23,500. ⁰⁰

**Charter Bus Service for 2023 Carnival Season to transport Jefferson Parish
Carnival Krewe Members**

***Purchasing: Estimated cost is \$20,000. Prior contract number 55-00019962.**

Section 1.0- Pre-Bid Conference:

NO PRE-BID CONFERENCE IS NEEDED. FOR ALL QUESTIONS CONTACT DONNA RUSSO, DIRECTOR OF CITIZENS' AFFAIRS AT 504-736-6012.

Section 2.0 Scope: FIRM shall provide charter bus service for Carnival Krewe Members for 2023 Jefferson Parish Carnival Parades. Service will be from Clearview Mall, 4436 Veterans Memorial Blvd., Metairie, LA 70006 to designated Carnival Staging area at Bonnabel Boulevard, Metairie LA 70005. Transport distance is approximately four (4) miles. FIRM shall provide up to 47 **one-way** transfers for 2023 Carnival season. Price shall include any daily fuel surcharge amount. FIRM shall waive any cancellation fee if cancelled within 24 hours of requested service. The dates of service are as follows:

1. February 10, 2023 at PM, Krewe of Excalibur (6 one-way transfers)
2. February 10, 2023 at PM, Krewe of Symphony (6 one-way transfers)
3. February 11, 2023 at PM, Krewe of Madhatters (12 one-way transfers)
4. February 12, 2023 at PM, Krewe of Atlas (5 one-way transfers)
5. February 12, 2023 at PM, Krewe of Caerus (5 one-way transfers)
6. February 19, 2023 at PM, Krewe of Athena (8-one-way transfers)
7. February 20, 2023 at PM, Krewe of Centurions (5 one-way transfers)

Pick up times will be given at later date, and decided upon by the Director of Citizens' Affairs. Dates and times and number of parade pickups are subject to change in case of parade cancellation or postponement

Section 3.0 Operations:

Locations. Departures for this service will be at Clearview Mall Parking lot, 4436 Veterans Memorial Blvd, Metairie, LA 70005. Arrivals will be at designated Carnival Staging area at Bonnabel Blvd, Metairie LA 70005

Hours. FIRM shall maintain such hours as necessary to meet the requirements of this bid.

Efficient and High-Quality Operation. FIRM shall maintain an operation which is efficient and of a level of quality equal to or greater than industry standards.

Products and Necessities. FIRM shall furnish all working capital, services, inventory, personnel, materials, tools, machinery, equipment and other items necessary to perform FIRM's obligations under this Bid.

Items. FIRM shall not advertise its services rendered for Jefferson Parish without prior written consent of PARISH.

Licenses and Permits. FIRM shall obtain and keep at its own expense all federal, state and local licenses and permits required to be in its name in connection with this Bid.

Compliance with Law, Rules and Regulation. FIRM shall comply with all applicable laws, rules and regulations.

Duty and Responsibilities. FIRM owes to MANAGER a duty to perform FIRM'S obligation under this bid with integrity and good faith and in a manner that is in the best interests of the MANAGER and FIRM and consistent with the terms of this bid.

Section 4.0 Financial Matters.

Operating Expenses. FIRM is responsible for the payment of all operating expenses required as a result of providing services herein.

Payments. Services provided to PARISH by FIRM subject to this agreement shall be accompanied by detailed invoices fully describing and itemizing all charges and cost to be paid by PARISH. FIRM shall address and send invoice to the Department of Citizens' Affairs pursuant to the payment terms negotiated herein.

Section 5.0 Personnel.

Employees. FIRM shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Bid. All persons engaged by FIRM shall be the sole and exclusive employees of FIRM and shall be paid by FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

Appropriate Personnel. FIRM shall provide only trained personnel. FIRM'S employees shall conduct themselves at all times in a proper and respectful manner in accordance with MANAGER'S employee policy. If MANAGER determines that any employee of FIRM is unsatisfactory in any material respect, MANAGER shall request FIRM to exclude the employee or employees from work under this Bid, and FIRM shall so comply with such request.

Non-Discrimination. FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color national origin, or disability.

Substitution of Personnel. FIRM acknowledges that this Bid is contingent upon the personnel defined in FIRM'S written proposal, and that if during the term of this Bid, FIRM is unable to provide those defined personnel, FIRM shall substitute personnel which shall meet or exceed the requirements stated herein.

Independent Contractor. While in the performance of services or carrying out the obligations under this Bid, FIRM shall be acting in the capacity of independent contractor and not as employee of PARISH, and not as partner of, or joint venturer of PARISH. PARISH shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this Bid

Section 6.0 Tax Liability. FIRM agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

FIRM agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH'S treatment of FIRM as an independent contractor. FIRM further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

Section 7.0 Insurance. FIRM shall secure and maintain at its expense such insurance that will protect it, and PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be

furnished to PARISH and shall provide that insurance shall not be canceled without notice of cancellation given to the Parish of Jefferson, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name FIRM, and identify the Council Resolution approving the terms of this Agreement. PARISH may examine the policies at any time and without notice.

All policies and certificates of insurance of the firm shall contain the following clauses: FIRM insurers will have no right of recovery or subrogation against PARISH, it being the intention of the PARTIES that the insurance policy so affected shall protect both PARTIES and be the primary coverage for any and all losses covered by the below described insurance.

PARISH shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by FIRM.

The insurance company(ies) issuing the policy or policies shall have no recourse against PARISH for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.

Prior to the execution of this bid, FIRM shall provide at its own expense, proof of the following insurance coverage required by the contract to PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.

Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage.

All policies of insurance shall meet the requirements of PARISH prior to the commencing of any work. PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to PARISH as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to PARISH, FIRM shall promptly obtain a new policy, submit the same to PARISH for approval and submit a certificate thereof as provided above.

7.1 General.

FIRM shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by FIRM under this Bid.

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.