



THE UNIVERSITY *of*  
NEW ORLEANS

## **INVITATION FOR BID**

**BID NAME AND NUMBER:  
RESIDENTIAL LIFE LAUNDRY SERVICE, BTB2788**

**BID OPENING TIME AND DATE:  
APRIL 24, 2024@2PM**

**BUYER:  
TROY A. BACINO  
TABACINO @ uno.edu**

**RETURN ALL BIDS TO THE FOLLOWING ADDRESS:**

**Purchasing Office  
Administration Annex, Room 1004G  
University of New Orleans  
2000 Lakeshore Drive  
New Orleans, Louisiana 70148  
Phone: (504) 280-6214  
Fax: (504) 280-6297**

## **General Instructions to Bidders**

### **1 Invitation to Bid**

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

### **2 Authority to Sign**

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

### **3 Read Solicitation**

Read the entire solicitation, including all terms, conditions, and specifications.

### **4 Corrections**

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

### **5 Delivery of Bids**

Bids may be submitted in person or by mail. The mailing address is listed on the cover sheet.

Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

### **6 Bid Alterations**

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

### **7 Late Bids**

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

### **8 Delivery/Freight Charges**

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

### **9 Taxes**

Vendor is responsible for including all applicable taxes in the bid price. The University

of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

**10 Payment**

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

**11 Acceptance**

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

**Bid Signature**

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

_____	_____
Bidder (Company Name)	Mailing Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name	Phone Number
_____	_____
Title	Fax Number
_____	_____
E-Mail Address	Federal Tax ID #

## **Standard Terms and Conditions**

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

### **Auditors**

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

### **Award**

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

### **Bidder Inquiries**

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than APRIL 15, 2024. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

### **Contrary Terms and Conditions**

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

### **Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Executive Order 11246, Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

### Equivalency

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

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

### Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

### Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

### Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

### New Products

All products are to be new unless specified in special terms, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

### Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified

warranty requirements, and bid prices will include any premium costs of such coverage.

DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? \_\_\_\_\_
2. Is the bidder a spouse of a legislator? \_\_\_\_\_
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? \_\_\_\_\_
4. If the bidder is a corporation, is it a publicly traded corporation? \_\_\_\_\_

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.

Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify Item Numbers:

\_\_\_\_\_

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

\_\_\_\_\_

Do you have a Louisiana Business workforce? YES \_\_\_\_\_ NO \_\_\_\_\_

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

YES \_\_\_\_\_ NO \_\_\_\_\_

## **Special Terms and Conditions**

1. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere.
2. The quantities are estimated to be the amounts needed. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount at the unit price stated in the bid.
3. Site Visit: In order to ascertain the true scope of the services requested, all bidders are urged and expected to inspect the site where services will be performed. Arrangements to do so may be made by contacting the buyer. Failure to inspect the site will **not** constitute grounds for a claim after contract award.
4. NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, vendor shall notify the buyer immediately.
5. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. It shall also be specifically agreed and understood that the decision of the University shall be final.
6. Successful bidder will furnish written factory instructions for the operation and maintenance of the equipment purchased.
7. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the University.
8. Successful bidder will furnish a representative to demonstrate the operation and maintenance of the equipment.
9. Delivery Schedule: All Bidders are put on notice that the items listed on this proposal are to be delivered, installed and fully operational by 08/14/2024. Delivery requirements shown on this bid are necessary in order to meet the student move-in date.

10. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted with the bid. Failure to do so may result in immediate disqualification of the bid.
11. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance should be submitted before work can commence.
12. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
13. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.
14. Successful Vendor shall inspect jobsite and make his/her own measurements prior to installation.
15. Items furnished shall be delivered to the University, uncrated, set in place, installed (if requested), and all debris removed by the Vendor.
16. Final Clean-Up: Before this project is acceptable and complete, Vendor shall clean up and remove from the premises all debris resulting from his work, and shall see to it that all the \_\_\_\_items\_\_ furnished is/are left in good order, clean, and properly installed.
17. Award to be made on an all-or-none basis to the lowest bidder as per award model listed below.
18. All hardware and software must be new and delivered, F.O.B. University of New Orleans, inside delivery.
19. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto



of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

20. Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

21. Escalation Clause (Only for services you know will increase. e.g. insurance)

Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. Optional: The price increase may not be greater than the Consumer Price Index (All Urban Consumers, Current Series) average increase for the prior 12 months. The University reserves the right to approve or disapprove the price increase.

The following information becomes a part of the specifications of the above referenced Invitation to Bid.

1. Who holds the current contract and for how long? The current contract holder is CSC SERVICE WORKS. Awarded 5/03/2019
2. What type of laundry monitoring service is currently employed? Current laundry monitoring service is the CSC Go app: <https://mycscgo.com/laundry>
3. How many folding tables are in each laundry room? NEED ONE FOR EACH ROOM.
4. How many seating arrangements / chairs are in each laundry? N/A Will be provided by the university.
5. How many vending machines (for detergents, bleach, & fabric softeners) are there and in what laundry rooms are they located? None. N/A
6. How many columns are in each vending machine? None, N/A
7. What is the vend price on each vending machine? None. N/A
8. Regarding the \$150 minimum fee for cleaning each laundry, how much is paid now? \$150.

- 9. No vending machines or chairs are needed. One table (size ) for each laundry room. PONTCHARTRAIN HALL NORTH SIZE APPROX. 48"X24". SOUTH HALL APPROX 30"X 24".**
- 10. Printed instruction signage about the laundry machines be a minimum size 2 feet**

## **GENERAL INFORMATION**

There are two residence halls, Pontchartrain Halls North and South accommodate 740 students.

Lafitte Village is the University's 120 unit family living facility.

In addition, the University is requesting laundry concessions for the Training, Resource & Assistive-Technology Center (TRAC) which is a training facility for participants with special needs who also reside in the facility during the period of training.

## **WORK STATEMENT**

### **PURPOSE AND SCOPE OF CONTRACT**

**The State of Louisiana, Board of Supervisors of University of Louisiana System, the University of New Orleans, hereinafter called the "University" or "U.N.O.", is desirous of obtaining a Contractor to operate the laundry concession for the University's Student Housing operation on the University of New Orleans Campus, New Orleans, Louisiana.**

**The successful Contractor shall be required to provide the following minimum laundry vending services, but in NO WAY will the Contractor be limited if they desire to provide additional services over and above the minimum within the scope of the facilities provided in the contract:**

### **CONTRACT PERIOD**

**The term of this contract shall be for three (3) years starting on 08/01/2024. At the option of the University and with the acceptance of the Contractor, the term may be extended for two (2) additional, one-year periods. Total contract period shall not exceed five (5) years.**

### **LAUNDRY VENDING SERVICE SPECIFICATIONS**

**For the purpose of this IFB, the term "Laundry Concession" is intended to represent reasonable and customary all-inclusive laundry facilities and services, to include clothes washing machines, clothes dryers, and support**

**equipment. The Contractor shall supply and maintain suitable and attractive full-cycle washing machines and dryers conforming to the following specifications.**

**The Contractor shall comply with the equipment specifications indicated herein and those additions arrived at by mutual agreement of the University and Contractor at the start of the contract. Price and service change requests from the Contractor may be submitted to the University for consideration on an annual basis not later forty-five (45) days before the contract anniversary. The University intends to make changes ONLY prior to the start of each academic year and not until after the initial term of this contract.**

### **LAUNDRY VENDING EQUIPMENT SPECIFICATIONS**

**The following represents the initially desired equipment; but it is intended that at regular intervals during the duration of the contract, the amount of required equipment shall be considered by the University and Contractor with the objective of providing the best possible service to the residents and changes made upon mutual agreement.**

#### **Washing Machines**

**Energy Star rated front load washers to meet and exceed all energy requirements and ADA requirements where specified. Minimum 14 lb. capacity.**

#### **Clothes Dryers**

**Energy Star rated front load dryers to meet and exceed all energy requirements and ADA requirements where specified.**

**Minimum 14 lb. capacity.**

**Machines located in Pontchartrain Halls must be new. Machines located in Lafitte Village may be 2 years old or less. Machines located in the TRAC building and Pontchartrain Hall Custodial room may be used.**

**Laundry Monitoring- continued next page**

**Provide an option of laundry monitoring services for both washers and dryers in Pontchartrain Halls and Lafitte Village for the convenience of the student resident.**

### **Machine Locations**

**See Attachment A**

### **ADDITIONAL REQUIREMENTS**

**The laundry equipment shall be acceptable to the University and of most recent design and proven efficiency. The University reserves the right to reject any equipment in use that does not meet University standards and require the replacement of same.**

**The University prefers new equipment, however, clean and reconditioned used equipment may be considered. The University reserves the right to inspect the equipment prior to installation and reject any used equipment deemed as unsatisfactory by the University. All equipment must be Underwriter Laboratories approved.**

**Laundry equipment shall be of the same color, shall be modular in design and shall be the same height to give uniformity of appearance except as otherwise mutually agreed by the University and the Contractor.**

**The Contractor shall install and pay the cost of any decorative motif which is mutually agreed upon for these installations. The University reserves the right of approval of any and all modifications.**

**Initial and subsequent equipment installation shall be identified by equipment serial number, manufacturer, meter readings and location for the permanent files of the University. All changes in the initial listing, including relocation, shall be arrived at by mutual agreement and confirmed in writing to the Director of Residence Life.**

**Ownership of all equipment, required equipment repair expense and all risk of loss shall remain with the Contractor. The University agrees to take such measures as may be reasonable and required, as defined by the University, for the protection against loss by pilferage or destruction.**

**In addition to the necessary operating instructions, the Contractor shall post at each vending location in an appropriate manner agreed to by the**

University, without defacing the facilities of the University, the following information:

Where to report malfunctions (telephone number).

Where to submit quality comments.

All permits, licenses and price regulations

## LAUNDRY PRICING SPECIFICATIONS

The Contractor shall comply with the pricing structure specified herein and those changes arrived at by mutual agreement of the University and Contractor. Price change requests from the Contractor may be submitted to the University for consideration on an annual basis to the Director of Student Housing.

The all-inclusive program allows for the vendor to charge the university a flat fee per student resident in Pontchartrain Halls and Lafitte Village per semester for the service. The vendor will invoice the university based on the resident occupancy at the beginning of each semester on the 14<sup>th</sup> day of class.

OCCUPANCY FOR 7/01/23-12/31/23 FOR NORTH AND SOUTH HALL 597.

**LAFITTE VILLAGE** 119 .

OCCUPANCY FOR 01/1/23-5/31/23 FOR NORTH AND SOUTH HALL 689.

**LAFITTE VILLAGE** .

There will be no charge for usage in the TRAC building or Resident Life Custodial room.

There will be no charge for the summer semester.

All prices include applicable sales taxes where appropriate.

ITEM 1 COST PER STUDENT \$ \_\_\_\_\_ PER SEMESTER x  
.80 = \$ \_\_\_\_\_

NO MINIMUM ALLOWED.

ITEM 2 COST FOR LAUNDRY MONITORING SERVICE PER MACHINE PER  
MONTH

\$ \_\_\_\_\_ x .20 = \$ \_\_\_\_\_

ANNUAL INCREASED WILL BE BASED ON ESCALATION CLAUSE IN SPECIAL  
TERMS AND CONDITIONS #21

AWARD MODEL: AWARD WILL BE ITEM 1 WILL BE 80% AND ITEM 2 WILL  
BE 20%.

**The Contractor shall respond to the University's wishes regarding customer brand preference, design and material specifications of supply items where the resulting costs do not significantly jeopardize the fixed commissions of this contract.**

**The Contractor shall be alert to changing trends and changing consumer requirements. As a result he shall be expected to initiate ideas for varied methods of vending service and by mutual agreement implement these variations within the conditions of this contract.**

#### **RESPONSIBILITIES OF THE CONTRACTOR**

**The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University. The Contractor shall adhere to the highest standards of cleanliness and sanitary practices.**

**The Contractor shall be responsible for paying the University the cost of connections from the equipment to the provided utility source including all other costs of installation of said equipment. The Contractor shall make installations to the satisfaction of UNO Office of Residential Life and UNO Facility Services.**

**The Contractor shall provide layout details, including stub outs, electrical outlets, etc. for any new installations as required.**

**The Contractor shall be responsible for keeping the equipment clean and in first class working order. This will include cleaning all lint from ducts and from behind dryers. Once each semester, the Contractor may be required to remove machines for thorough cleaning.**

**The Contractor shall provide, on each machine, a clearly visible number different from all other machines in the same building so that service calls may be reported and service logs may be kept by building and machine number. Service records must be maintained and submitted to the Director of Student Housing at the end of each month of the contract period. Service records must include the date and type of service performed.**

**The Contractor shall provide a toll-free telephone number and online website for service assistance. The phone number and online website must be answered between 7:00AM and 6:00PM, Monday through Friday of**

**each week. Emergency service assistance must also be provided with staffing twenty-four (24) hours a day, seven (7) days a week. A separate telephone number for emergency service should be provided by the Contractor.**

**Machines are to be serviced between 7:00AM and 6:00PM, Monday through Friday when necessary. Should an emergency arise, the Contractor will be expected to give prompt service usually within twenty-four (24) hours, regardless of time. The Contractor will be allowed to enter any laundry facility Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. for servicing, inspecting, removing, or replacing machines. Access will be granted at other times in the event of an emergency only, as approved by the University.**

**The Contractor shall provide vending and auxiliary equipment maintenance and repair service 24 hours a day and seven days a week so as to minimize any equipment downtime should malfunctions be reported. Equipment which cannot be returned to full service within 72 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service.**

**The Contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service or sales reduction. Industry improvements on laundry vending equipment occurring during the life of this contract will be incorporated by the Contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the University and mutually agreed to by the Contractor.**

**The Contractor shall implement a program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment shall be instituted and carried out by the Contractor.**

**The Contractor shall remove all waste container trash, cartons, crates, packing material, and etc., from the property of this University and dispose of same at the site of their choice. This University will not be responsible for the disposal of contractor's waste material and the trash containers located on the property of the University shall not be utilized by the contractor.**

**The Contractor shall insure that services sold through vending equipment shall not be manually sold by vending attendants or route employees.**



**The Contractor will insure that all of its employees servicing the University conduct themselves in a professional manner. The University shall reserve the right to request the removal and/or replacement of any employee of the Contractor whose actions the University feels are contrary to the best interest of the University.**

**A management representative of the Contractor shall conduct periodic equipment and facilities maintenance and sanitation inspections.**

**The Contractor shall insure that University Personnel have complete cooperation and access to all laundry vending services, production and storage areas for inspection purposes.**

**The Contractor shall permit University representatives to inspect records, supply authorized personnel access to operating section of machines when necessary and permit the University the privilege of sending a representative with contractor's employee upon his calls to service the machines. The University will be granted access to all machines upon request.**

**The Contractor agrees that it will provide to the University, on a monthly basis, a report which, at a minimum, must include, but is not limited to, the counter readings off of each machine.**

**The Contractor shall reimburse users of any machine for loss or damage to clothing due to a malfunction of a machine.**

**The successful bidder shall compensate the University a minimum of One Hundred Fifty Dollars (\$150) per month as payment for costs to keep laundry areas clean on a daily basis.**

**Checks shall be made payable to the University of New Orleans.**

**Reports, invoices and checks shall be sent to:**

**Amanda Robbins**

**Director of Residence Life**

**Office of Residence Life**

**Pontchartrain Halls North Room 131**

**University of New Orleans**

**2000 Lakeshore Drive**

**New Orleans, LA 70148**

## **RESPONSIBILITIES OF THE UNIVERSITY**

**The University shall provide normal and customary water, electrical, air conditioning and heat, as appropriate, for the service of the Contractor.**

**The University shall provide custodial maintenance in the laundry vending areas and the Contractor shall cooperate in keeping this service to a minimum.**

**When necessary, utilities shall be brought to the equipment by the University. The Contractor shall be responsible for paying the University the cost of connections from the equipment to the provided utility source including all other costs of installation of said equipment.**

**The University shall not guarantee an uninterrupted supply of water, electricity, air conditioning or heat, except that it shall be diligent in restoring service following an interruption. The University shall not be liable for failures of any such utility services.**

**The University shall be responsible for insect and pest control in all laundry service rooms and areas.**

**The University shall reserve the right to request the removal and/or replacement of any employee of the Contractor whose actions the University feels are contrary to the best interest of this University.**

## **FINANCIAL TERMS AND CONSIDERATIONS**

### **Accounting:**

**The Contractor shall maintain complete and accurate records of laundry machine transactions for each machine in accordance with accepted industry accounting practices and shall maintain financial records and statements pertaining to this agreement for a period of five (5) years from the close of each year's operation.**

### **Payment:**

**A check must be issued, made payable to the University of New Orleans, as payment for the cleaning fee each month for the amount established by this contract.**

**All payment checks shall be made payable to the University of New Orleans.**

**All period financial statements and payments shall be sent to Director of Residence Life, Office of Residence Life, University of New Orleans, Pontchartrain Hall North, Room 131, New Orleans, LA 70148**

### **General**

**On request of the University, the Contractor shall meet with designated representatives and review each statement, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the required services included in this contract. Statement adjustments required as a result of review and/or audit shall be identified and reflected on the next monthly statement.**

**All records pertaining to the operations of this vending operation shall be open for inspection and/or audit by the University or the Louisiana Legislative Auditor during normal business hours at the Contractor's place of business.**

### **CONTRACT TERMINATION**

**The University may cancel this contract with thirty (30) days written notice, on a basis of neglect as determined by the University, which shall include but not be limited to: insufficient insurance coverage; failure to provide required period statements; failure to enforce approved standards of sanitation; failure to pay monthly payments due on or before the thirtieth (30<sup>th</sup>) day of each period of each month; continuation of service unsatisfactory to the University after issuance of ten-day written notice, including cessation of diminution of service; failure to maintain adequate personnel; or failure to comply with terms or provisions of the contract after a ten-day written notice to correct.**

**The Contractor may, should the University breach any terms or provisions of this contract, serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. If within**

**Thirty (30) days calendar days after serving such notice such breach shall continue, the Contractor may terminate this contract by giving Thirty (30) days additional notice in writing by registered or certified mail of its intention to cancel this contract.**

**On expiration or termination of this contract, commissions due the University shall be paid on gross revenue until all equipment has been removed, and removal date shall be indicated on the monthly statement when each piece of equipment was removed, including equipment at any time during the contract period prior to expiration.**

**Vending and auxiliary equipment not removed from the University locations on termination of this contract, and/or after ten days written notice to the Contractor, may be removed and placed in storage by the University. All cost of removal, storage, and product and revenue loss shall be the Contractor's.**

#### **WAIVER**

**No party's delay or omission to exercise any right, power or remedy accruing to such party upon nonperformance or default under this contract shall impair any such right, power, or remedy or shall be construed as a waiver of any such nonperformance or default, or any similar nonperformance or default thereafter occurring, nor shall any waiver of any subsequent nonperformance or default. All waivers must be in writing.**

#### **CONTRACT MODIFICATION**

**Contractor shall seek, in writing, the advance written approval of the University regarding any proposed change, modification or alteration of any terms of the contract.**

## **ATTACHMENT A**

### **EQUIPMENT LOCATIONS**

#### **Pontchartrain Halls---South**

**8 washers (1 must be ADA compliant)**

**8 dryers (1 must be ADA compliant)**

#### **Pontchartrain Halls---North**

**9 washers (1 must be ADA compliant)**

**9 dryers (1 must be ADA compliant)**

#### **Lafitte Village**

**12 washers (2 must be ADA complaint)**

**10 Dryers (1 must be ADA compliant)**

**Training, Resource & Assistive-Technology Center (TRAC)**

**1 front load washer (ADA compliant) no braille needed. No alert/monitoring system needed.**

**1 front load dryer (ADA compliant) no braille needed. No alert/monitoring system needed.**

**Student Housing custodial room**

**1 top load washer. No alert/monitoring system needed.**

**1 front load dryer**

## **UNIVERSITY OF NEW ORLEANS**

### **STANDARDIZED INSURANCE REQUIREMENTS ALL UNIVERSITY SERVICE AND SUPPLY AGREEMENTS AND CONTRACTS**

#### **INSURANCE AND INDEMNIFICATION**

**Before commencing work, the other party (vendor/contractor and or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A:VI or better and shall provide evidence of such insurance to the University of New Orleans. The policies or certificates thereof shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the contractor and identify the agreement or contract number.**

**Workers' Compensation – Statutory – in compliance with the Compensation law of the State. Exception: Employers' Liability is to be \$1,000,000 when work is to be over water and invoices maritime exposure.**

**Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:**

- 1. Premises - Operations**
- 2. Broad Form Contractual Liability**
- 3. Products and Completed Operations**
- 4. Use of Contractors and Subcontractors**
- 5. Personal Injury**
- 6. Broad From Property Damage**

**Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:**

- 1. Owned automobiles**
- 2. Hired automobiles**
- 3. Non-owned automobiles**

**Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable.**

**Location of operation shall be "All Locations".**

**Other Party's Professional Liability. The other party shall provide such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specification.**

**If at any time any of the policies shall become unsatisfactory to the University of New Orleans as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the University of New Orleans, the other party shall obtain a new policy, submit the same to the University of New Orleans for approval and submit a certificate of insurance as required.**

**Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University of New Orleans may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the operations of the other party concerning indemnification.**

**All policies and certificates of insurance of the other party shall reflect the following:**

- 1. The other party's insurer will have no right of recovery or subrogation against the University of New Orleans, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.**
- 2. The University of New Orleans shall be named as an**



**“additional insured” as regards negligence by the contractor. (ISO Form CG 20 10 11 85).**

- 3. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.**

**The following Indemnification Agreement shall be, and is hereby, a provision of the contract:**

**The other party agrees to protect, defend, indemnify, save and hold harmless the University of New Orleans, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the University of New Orleans, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.**

**Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.**

**The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.**

**All property losses shall be made payable to and adjusted with the University of New Orleans.**

**Neither the acceptance of the completed work nor payment therefore shall release the contractor/subcontractor from his obligations from the insurance requirements or indemnification agreement.**

**Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.**

**If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the contractor/subcontractor may be withheld until those requirements have been met, or at the option of the University of New Orleans, the University of New Orleans may pay the Renewal Premium and withhold such payments from any monies due the contractor/subcontractor.**

## **INSURANCE REQUIREMENTS FOR CONTRACTORS**

**Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.**

### **MINIMUM SCOPE OF INSURANCE**

**Coverage shall be at least as broad as:**

- 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0004 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".**
- 2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the Vendor/Contractor does not own a vehicle, then proof of hire and non-owned coverage is sufficient.**

3. **Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers' Liability insurance.**

### **MINIMUM LIMITES OF INSURANCE**

**Contractor shall maintain limits no less than:**

1. **Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.**
2. **Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.**
3. **Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Exception: Employers' liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.**

### **DEDUCTIBLE AND SELF-INSURANCE RETNETION**

**Any deductibles or self-insured retention must be declared to and approved by the University of New Orleans. At the option of the University of New Orleans, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the University of New Orleans, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.**

### **OTHER INSURANCE PROVISIONS**

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

#### **General Liability and Automobile Liability Coverages**

**The University of New Orleans, its officers, officials, employees, Broads and Commissions and volunteers are to be added as "additional**

**insured” as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University of New Orleans, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the State of Louisiana.**

**Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University of New Orleans, its officers, officials, employees, Boards and Commissions or volunteers.**

**The contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.**

#### **Workers’ Compensation and Employers Liability Coverage**

**The insurer shall agree to waive all rights of subrogation against the University of New Orleans, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University of New Orleans.**

#### **All Coverages**

**Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the University of New Orleans.**

#### **ACCEPTABILILTY OF INSURERS**

**Insurance is to be placed with insurers with a Best’s rating of no less than A:VI. The requirement will be waived for workmen’s compensation coverage only for those Contractors whose workmen’s compensation coverage is placed with companies who participate in the State of Louisiana Workers’ Compensation Assigned Risk Pool or the Louisiana Workers’ Compensation Corporation.**

**VERIFICATION OF COVERAGE**

**Contractor shall furnish the University of New Orleans with certificates of insurance affecting coverage required by this clause. 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 University of New Orleans before work commences. The University of New Orleans reserves the right to require complete, certified copies of all required insurance policies, at any time.**

**SUBCONTRACTORS**

**Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.**

**INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_  
(Contractor/Subcontractor/Lessee/Supplier) agrees to protect, defend indemnify, save and hold harmless the University, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of \_\_\_\_\_(Contractor/Subcontractor/Lessee/Supplier ) its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by \_\_\_\_\_(Contractor/Subcontractor/Lessee/Supplier) as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the University, its agents, representatives, and/or employees.

\_\_\_\_\_ (Contractor/Subcontractor/Lessee/Supplier) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even it if (claims, etc.) is groundless, false or fraudulent.

**Accepted by**

\_\_\_\_\_ **Company Name**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Name & Title**

**Date Accepted:**

\_\_\_\_\_

**Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No**

**Bid BTB2788 for University of New Orleans**