



THE UNIVERSITY *of*
NEW ORLEANS

INVITATION FOR BID

**BID NAME AND NUMBER:
LEASE OF ROOF SPACE ON ENGINEERING BUILDING ON
THE UNIVERSITY OF NEW ORLEANS CAMPUS
BBL2795**

**BID OPENING TIME AND DATE:
Wednesday, February 14, 2024 at 2:00 P.M.**

**BUYER:
BEJIDE LEGANIA
blegani1@uno.edu**

RETURN ALL BIDS TO THE FOLLOWING ADDRESS:

**Purchasing Office
Administration Annex 1004G
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-6171
Fax: (504) 280-6297**

**Issue Date:
Monday, January 22, 2024**

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. 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

The Lessee shall pay the Agency as consideration for the use of the Premises annually, in advance, commencing on the first day of the term. In addition to such payment, electrical service at the available voltage and current will be provided within the building serving the Facility, and the associated cost of electricity shall be added to the payment as additional rent. In addition, a telecommunication circuit access will be provided to the Facility through the University’s communications cable plant, and the associated cost of circuits will be added to the payment as additional rent. Lessee shall be responsible for any and all taxes or similar charges levied by any governmental authority directly attributed to the Facility on the Premises.

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 highest 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.

Bidders must be in good standing with the Agency.

Bidder Inquiries

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request by email for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than **Friday, February 2, 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.

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 _____

Specifications

Definitions

Bidder – Any person or company who submits a response to the University’s Invitation for Bid

Lessee – The person or company who contracts with the University of New Orleans to lease space as prescribed on these documents

May – The term “may” denotes an advisory or permissible action

Must – The term “must” denotes mandatory requirements

Shall – The term “shall” denotes mandatory requirements

Should – The term “should” denotes a desirable action

State – The State of Louisiana

University – The University of New Orleans

Will – The term “will” denotes mandatory requirements

Scope of Work

The University of New Orleans will contract with successful bidder(s) to lease rooftop space on the Engineering Building for the purposes of hosting cellular antennae. The Engineering Building currently has space leased for these purposes.

The Premises shall be used for the installation and operation of a facility for the transmission of wireless telecommunications.

The Lessee shall use the Premises to transmit and receive on frequencies as assigned by the FCC. No frequency shall be allowed to interfere with frequencies used by the Agency as part of its educational, research or public service missions, or otherwise to interfere with Agency’s parking control system, all of which are existing as of the Commencement Date. In addition, the Bidder will resolve technical interference problems with other Agency’s or other Lessee’s equipment located on or about the premises on the Commencement Date or any equipment that becomes attached on or about the Premises by Lessee at any future date.

Lessee’s antennae and/or equipment shall be shielded and grounded to

prevent stray current and resulting electrolytic corrosion to any of Agency's property or facilities.

Lessee's equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet – 6 inches (2'6") above the roof.

The Lessee will be responsible for all maintenance and repairs necessary to the Facility, including, but not limited to, the BTS receivers, transmitters and antennae, and the Premises upon which the Facility is placed. Any roof work shall be done only by an Agency approved roofing company.

Lessee shall not install or permit installation of signs on or about the Premises other than those required by local, state or federal governmental agencies.

Facility

It is the University's intention to provide space on the roof of Engineering Building (See Campus Map attached). This building currently has space leased for cellular phone relay switching/transceiver stations, transmitters and/or antennas. The Bidder shall identify the specific space requested, including any additional enclosed space within the building. While it is the University's preference that this facility be used, consideration may be given to alternate locations if such proposals are deemed by the University to be acceptable.

The Lessee shall be responsible for any and all required facility modifications, including any modifications that may be required in order to avoid any interference with the installation or operation of the currently leased areas or operations of the University. Any modifications necessary to avoid disruption to the currently leased areas or operations of the University shall solely be the responsibility of the Lessee. All such facility modifications and/or changes must be approved by and shall immediately become the property of the University.

Contract Term

The term of any contract resulting from this bid shall begin at the date of contract execution through December 31st, 2034. At the option of the University and upon agreement from the Successful Bidder, this agreement may be renewed for an additional two (2) ten (10) year periods at the same prices, terms, and conditions of the original agreement provided successful Bidder makes \$10,000 in improvements per ten-year period.

Peaceful Possession

University warrants to Lessee that University is the sole owner of the

Premises and has the full right and authority to lease the Premises to Lessee hereunder. University covenants that for and in consideration of the amounts hereinafter stipulated to be paid by Lessee for the performance by Lessee of the covenants herein contained on the part and behalf of the Lessee to be performed, the Lessee shall be maintained in peaceful and undisturbed possession and enjoyment of the rights in the Premises granted herein during the primary term and any renewal thereof. University agrees to deliver and Lessee agrees to accept the Premises in "As Is" Condition.

Lease Price

The bidder should quote an annual lease price to be paid to the University for the campus space occupied. All payments shall be made on an annual basis, in advance, commencing on the first day of the term.

The bidder should also quote an annual percentage adjustment that will apply to each year following the start of the term.

Ownership and Risk of Loss

Equipment provided by the Lessee will remain the property of the Lessee. Risk of loss for the equipment will be borne by the Lessee. The Lessee will hold the University harmless from any claims for personal injury, death or property damage resulting from the Lessee's operation of the proposed facility.

Alterations to the Premises

The Lessee will be granted the right to make at its expense additional improvements and alterations to the Premises, which it deems desirable or necessary, provided that a description of said improvements or alterations must be approved in advance in writing by the University, which approval shall not unreasonably be withheld, conditioned, or delayed. Lessee shall retain the right to remove the Facility, including BTS (Base Transceiver Station), receivers, transmitters, and antennas and all other of Lessee's property, provided that Lessee shall repair any damage to the Premises caused by such removal and except as otherwise provided herein, all other improvements and additions may, at the option of the Lessee, become and remain the property of the University. Equipment installations are to be on hot dipped or stainless-steel galvanized steel platforms elevated 2 feet - 6 inches (2'6") above the roof.

Repairs and Maintenance

The Lessee will be responsible for all maintenance and repairs are necessary to the Facility, including but not limited to, the BTS, receivers, transmitters and antennas, and the Premises upon which the Facility is placed. Any roof work shall be done only by a UNO approved roofing company.

The Lessee shall have twenty-four hour, 7 days per week access to the Premises in order to make necessary repairs, however. Lessee and/or its personnel requiring 24/7 access will be required to pass security check and be included in UNO card access where required. Buildings without card access are secured with key access. After hour access will require coordination with and be through the UNO Police Department who will be available 24 hours per day, 7 days per week. Valid picture ID will be required. University will provide Lessee with departmental telephone numbers and personnel to contact in an emergency so that twenty-four hour a day access to the Premises is possible. Lessee shall also have pedestrian and vehicular ingress and egress from such other property of University as needed for access to the Premises.

Operation Expenses and Coordination

The Lessee shall be responsible for all operating expenses of the proposed facility, including utilities. The facility will be metered separately, and all utility charges will be paid by the University and billed to the Lessee for prompt reimbursement.

The University shall use its best efforts to minimize alterations and repairs to the Premises which might interfere with, suspend cut-off or terminate access to or use of the Facility of the Lessee. Except in the case of an emergency, the University shall notify Lessee in writing at least three (3) business days in advance of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operations of the Premises or of any planned utility or other shutdowns associated with the Premises. In no event shall University be liable to Lessee for any damages Lessee may incur as a result of University's activities on or about the Premises except to the extent there is physical damage to the Facility caused by the negligence or intentional misconduct of University, its employee, agents, representative or lessees.

Bid Deposit

Each proposal shall be accompanied by a deposit equal to ten percent (10%) of the total annual least payment, but not less than seventy-five dollars (\$75.00). The deposit shall be in the form of a certified check or a money order. Deposits shall be subject to forfeiture for failure on the part of the selected proposer(s) to execute a lease within 45 days of notice of award. Deposits shall be returned upon the award of the lease(s) or upon rejection of all proposals.

Bid Contents

Bids should include the specific space required, proposed building

modifications, including equipment to be installed, annual lease payment proposed, and bid deposit. Names and phone numbers of references are requested.

Basis of Bid Evaluation

The University reserves the right to accept or reject any and all bids and to waive any technicality in any bid submitted. The award shall be made in the best interest of the University. Only bids from responsible organizations or individuals, as determined by the University, shall be considered.

Representatives from the University reserve the right to inspect Lessee’s facilities and other operations under their management prior to award of this agreement.

The University reserves the right to reject any bid in its entirety based on its unsuitability with the image, mission, or reputation of the University.

The University reserves the right to award as many leases to as many bidders as the University deems appropriate. If more than one bidder competes for the same space, the University will award the lease to the responsive/responsible bidder which offers the highest overall lease payment.

Permits, Licenses, Taxes, Etc.

The Lessee will be responsible for all permits, licenses and taxes associated with the operation of Lessee's enterprise, as well as compliance with all Federal, State and Local Laws and regulations relating to ownership and operation.

Codes and Permits

Successful Bidder must comply with all federal, state, and local ordinances and regulations.

Emergency Contact

Successful bidder must be able to provide a 24-hour contact name and telephone number for emergencies. Please list the emergency contact information below:

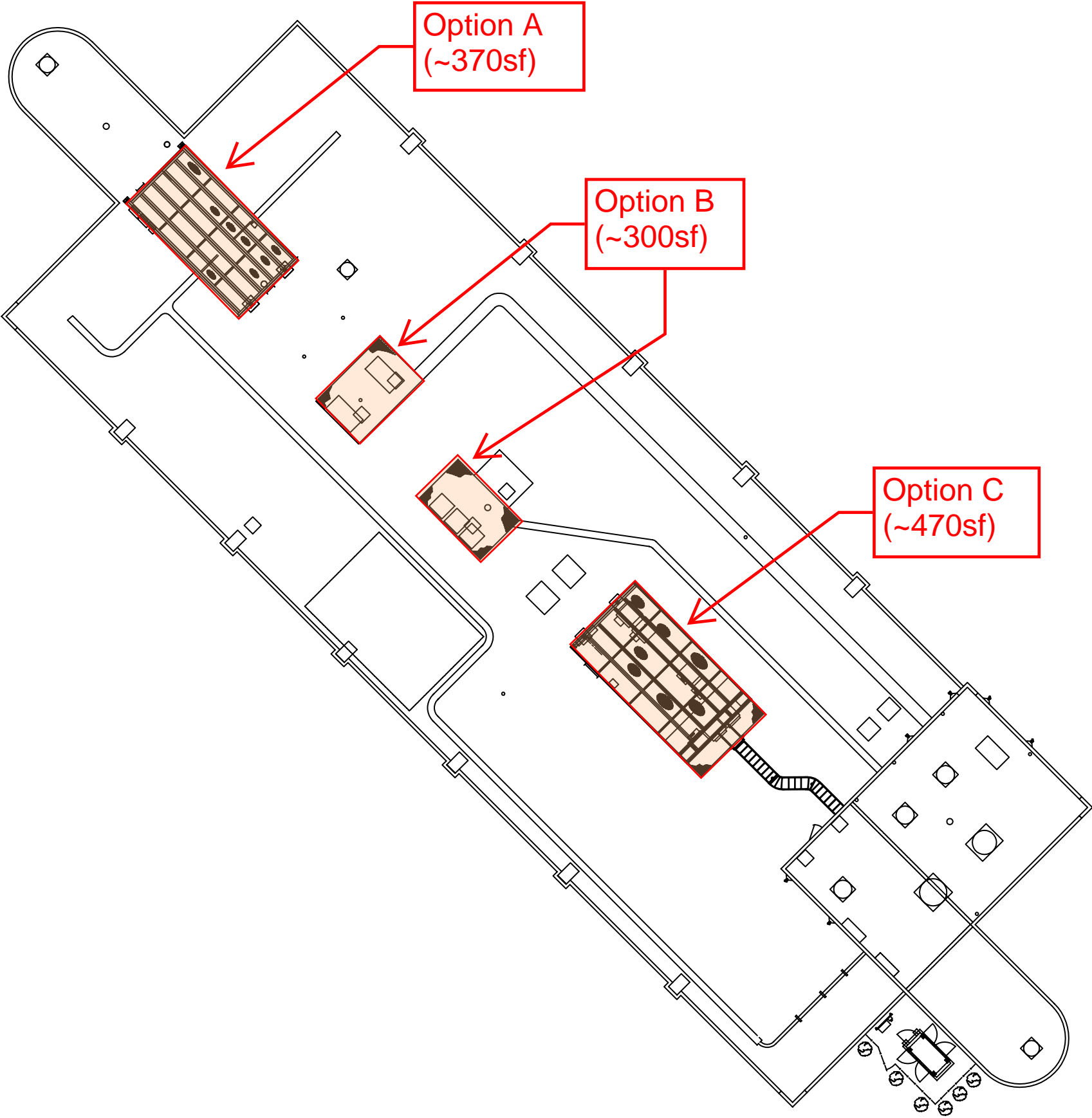
Name: _____

Phone: _____

Special Terms and Conditions

1. At the option of the University and acceptance by the Lessee, this contract may be extended for two (2) additional ten (10) year periods at the same prices, terms, and conditions. The initial contract period will be from the date of execution through December 31st, 2034. Contract shall not exceed thirty (30) years.
2. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance should be submitted with the bid.

Engineering Building Roof Plan Available Spaces



BID SCHEDULE

Place the proposed lease price and annual adjustment in the table below for the desired space(s) and their corresponding space for cable runs and connections. The Premises shall be used for the installation and operation of a facility for the transmission of wireless telecommunications.

	Space A (~370sf)	Space B (~300sf)	Space C (~470sf)
Annual Rate \$			
Annual Adjustment %			

Proposed building modifications:

Equipment to be installed:

The bid will be awarded based on total lease price over the initial 10-year period accounting for annual adjustments

INSURANCE REQUIREMENTS FOR LESSEES

The 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 performance of the work hereunder by the Lessee, its agents, representatives, employees or sublessees.

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 Lessee's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 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. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$2,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Lessee 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. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the lessee. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Lessee's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Lessee's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Lessee for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Lessee's policy. In addition, Lessee is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Lessee from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse

against the Agency for payment of premiums or for assessments under any form of the policies.

- d. Any failure of the Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A+:XV or higher**. This rating requirement may be waived for workers compensation coverage only.
2. 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 within 30 days.

E. VERIFICATION OF COVERAGE

1. Lessee shall furnish the Agency 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 Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana University of New Orleans, Its Officers, Agents, Employees and Volunteers 2000 Lakeshore Drive, New Orleans, LA 70148 Contract #:

3. In addition to the Certificates, Lessee shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Lessee to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, 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. SUBLESSEES

Lessee shall include all sublessees as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each sublessee. Sublessees shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of sublessee's Certificates at any time.

G. 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 lessee 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.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Lessee agrees to protect, defend, indemnify, save, and hold harmless, the University of New Orleans, 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 University of New Orleans, its officers, agents, servants, employees and volunteers.

2. 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. The University of New Orleans may, but is not required to, consult with the Lessee in the defense of claims, but this shall not affect the Lessee's responsibility for the handling of and expenses for all claims.

INDEMNIFICATION AGREEMENT

The _____ {Lessee/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, the University of New Orleans, 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/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____

{Lessee/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 University of New Orleans, its officers, agents, servants, employees and volunteers.

{Lessee/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. The University of New Orleans may, but is not required to, consult with the Lessee in the defense of claims, but this shall not affect the Lessee's responsibility for the handling of and expenses for all claims.

Accepted by _____

Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for the University of New Orleans

PURPOSE OF CONTRACT:

REFERENCES

Provide three (3) clients sharing similar characteristics to the University and for which the company has provided at least one year of service:

Reference 1

Business Name:

Dates of Service:

Contact Name:

Contact Title:

Contact Address:

Contact Telephone No.:

Contact E-Mail Address:

Reference 2

Business Name:

Dates of Service:

Contact Name:

Contact Title:

Contact Address:

Contact Telephone No.:

Contact E-Mail Address:

Reference 3

Business Name:

Dates of Service:

Contact Name:

Contact Title:

Contact Address:

Contact Telephone No.:

Contact E-Mail Address:
