

**Delgado Community College
Purchasing Department
501 City Park Avenue, Bldg. 37
New Orleans, Louisiana 70119
(504) 762-3027**

Invitation to Bid

Bid Name:

Term Contract 40006-225 – Bulk & Single Cylinder Welding Gases

Due by & to be opened on:

July 2, 2024 at 2:00PM CST

Contact Person:

Tracey Sheffield

Director of Purchasing

(504) 762-3029

NAME OF COMPANY

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER	FAX NUMBER	EMAIL
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SIGNATURE OF COMPANY REPRESENTATIVE

NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

*** This form must be completed and submitted with your bid*

I. GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Tracey Sheffield at the following address:

Delgado Community College
O'Keefe Administration Building
501 City Park Avenue, Building 37
New Orleans, La 70119
Email: tsheff@dcc.edu
Fax: (504) 762-3089

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents.

Sealed bids may be submitted by mail or in person. Faxed or emailed Bids not accepted. Mailed bids and hand carried bids shall go to the address in item #1. If hand carried, Bids are to be delivered directly to the Purchasing Office. Do not leave on counter unattended. The bid name and number must be on the outside of the packaging, including any express mail packaging. Unidentified packages will be disqualified and not accepted. Please note that express mail or USPS carriers may not deliver directly to 501 City Park Avenue. The bidder/proposer is solely responsible for ensuring that its courier service provider makes timely inside deliveries to 501 City Park Avenue.

3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.

4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.

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

6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

7. Proposer or bidder, contractor, etc. certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred may be viewed via the internet at www.epls.gov.)

II. BID FORM

40006-225 Bulk & Single Cylinder Welding Gases

Annual contract for the provision of bulk & single cylinder welding gases and vessel rental fees for Delgado Community College for all campus locations. The prices bid should reflect a total monthly rate of all items listed below.

- At the option of the College and with the agreement of the vendor, this contract may be renewed for two (2) additional twelve month options, not to exceed thirty-six (36) months. See section IV Terms and Conditions, Contract Term and Agreement.
- The quantities listed in the bid are estimated based upon previous usage and there are no minimum guarantees. The actual amount of gases ordered will be based upon what is needed at the time. Quantities may be less or greater.
- Pricing must include the cost of monthly tank rentals and the cost per pound and/or CF of the listed gases. Any additional fees required for the delivery and refill of the supplied tanks must be included and not broken out separately.
- If an order is placed for a refill of gases and the amount distributed is less than a full tank or cylinder, the price bid will be divided by the cubic foot listed on the bid documents and will be paid only for the amount supplied
- Orders will be placed at various times during the course of the year most commonly prior to the start of the semester. However, orders may be placed at various times during the term of the contract as needed with no minimum order requirement.
- Estimated amount of the contract is a \$31,000 annually

Locations:

City Park Campus
615 City Park Avenue
New Orleans, LA 70119

West Bank Campus
2600 General Meyer Avenue
New Orleans, LA 70114

Sidney Collier Campus
3727 Louisa Street
New Orleans, LA 70126

Marine Fire School
13200 Old Gentilly Road
New Orleans, LA 70129

River City Campus
709 Churchill Parkway
Avondale, LA 70094

Gases

Item No	Quantity	UOM	Description	Price Each	Extended Price
1)	2	PK	Argon 12 Packs (4,032 cu ft per 12 pack)		
2)	1	PK	Argon 75% / CO2 25% 12 Packs (4,680 cu ft per 12 pack)		
3)	2	PK	Oxygen 12 Pack (4,044 cu ft per pk)		
4)	1	EA	Propylene (HPG 105 lb)		
5)	3	EA	Forklift Propane, 7.5 Gal per Cylinder		
6)	4	EA	Oxygen, Single Cylinder, 330 cu ft per cylinder		
7)	25	EA	Oxygen, Single Cylinder 250 CF Compressed Gas (OXY250)		
8)	5	EA	Oxygen Comp, Single Cylinder, 250 CF (Medical) 2.2 (OXYM250)		
9)	5	EA	Oxygen Compressed Gas, Single Cylinder, 300 CF B12 (OXY300B12)		
10)	10	EA	Breathing Air Gas, Single Cylinder, 300 CF (BRA300)		
11)	50	EA	Compressed Gas N.O.S 2.2, Single Cylinder, 300 CF (C25300)		
12)	130	EA	Oxygen Compressed Gas 2.2, Single Cylinder, 300 CF (OXY300)		
13)	140	EA	Argon SZ. Single Cylinder, 300 CF (UN1006)		
14)	1	EA	Acetylene Dissolved Flammable, Single Cylinder (ACE4)		
15)	1	EA	E-25 Medical Oxygen, Single Cylinder (OCYME)		

Item No	Quantity	UOM	Description	Price Each	Extended Price
16)	30	EA	Liquified Petroleum Gases 2.1, Single Cylinder (HPG105)		
17)	7	EA	100% Carbon Dioxide CO2, 50lbs, Single Cylinder CY-CD-%0		
18)	5	EA	90% Argon/10% CO2, 300 CF, Single Cylinder		
19)	2	EA	Argon UHP GR 5.0SZ, Single Cylinder, CY-AR UHP 300		
20)	2	EA	Helium Research GR 6.0SZ, Single Cylinder, 300 CF, (CY-HE-R300)		
21)	2	EA	Nitrogen 300, Single Cylinder, 300 CF		
22)	2	EA	Air UZ 300 CGA 590, Single Cylinder 300 CF (CY-AI-UZ300)		
23)	2	EA	Acetylene AA 5 CGA 510, Single Cylinder (CY-AC-AA5)		

Rental Fees

Item No	Quantity	UOM	Description	Price Each	Extended Price
7)	1	MO	Monthly rental fee - 12 Packs - Argon, Argon 75% / CO2 25% & Oxygen		
8)	1	MO	Monthly rental fee - All single Cylinders		
9)	1	MO	Monthly rental fee - Propylene (HPG 105) Cylinders		
10)	1	MO	Monthly rental fee - Automatic Switchover System (only at River City Campus)		

Installation & Setup

Item No	Quantity	UOM	Description	Price Each	Extended Price
12)	1	EA	Installation Labor to setup and install automatic switchover system for Argon 12packs – Bidder to price installing new system. Existing system to be removed 7 replaced only if low bidder cannot use the existing system already in place. <i>The low bidder will be based upon the cost of the gases only.</i>		

Total Cost for Monthly Rental Fees & Gases: _____

Total Price for Installation of Switchover System: _____

Total Bid Price: _____

All Addenda issued must be acknowledged below. If not acknowledged, your bid will be disqualified.

Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____

Bidder declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, d) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services under this contract, all in accordance with the Bidding Documents as prepared by the College.

By signing below, the Bidder agrees that he/she complies with all bid requirements, instructions, specifications, terms and conditions and special conditions as stated in the.

Signature _____ **Title** _____

Company _____

**Bid must be submitted on this form*

III. INSTRUCTIONS & REQUIREMENTS FOR BIDDERS

Delgado Community College is seeking a vendor to provide single cylinder gases, bulk welding gases and a switchover system on an as needed basis at the College's River City Campus located at 709 Churchill Parkway, Avondale, LA 70078.

- A **non-mandatory pre-bid jobsite visit** is scheduled on **Monday, June 17, 2024 at 10:00AM CST** at the River City Campus. Bidders are to meet in the main lobby at Delgado Community College's River City Campus located at 709 Churchill Drive, Avondale, LA 70078. Although not required, it is strongly recommended that bidders attend the pre-bid jobsite visit to see the existing switchover system setup.
- Any questions arising from the specifications or the pre-bid jobsite visit must be addressed in writing to the individual indicated in Section I, General Conditions, and will be answered via an Addendum. All questions must be submitted no later than **Wednesday, June 19, 2024 by 12:00PM CST**. A final 48-hour period after the issuance of the Addendum will be granted for questions which are directly related only to the answers provided in the Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by addenda. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. The Bidder must acknowledge all issued addenda by signing and submitting it with the bid. Failure to submit the addenda will render the bid informal and will cause its rejection.

Bid Documents and Addenda may be downloaded from <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=39>

- Bids must be submitted on the forms furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for this proposal. Sealed Bids are to be mailed or hand delivered to the address in Section I General Information. If any corrections are necessary, each must be initialed by bidder. The Bid name and number must be clearly written on the outside of the envelope, including any express mail or box packaging. It is the sole responsibility of the Bidder to ensure that their Bid is received in the Purchasing Department timely. Late Bids will not be accepted for any reason including, mail or delivery service delays. Failure to comply with any of the above requirements will cause your bid to be disqualified.
- A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 39:1594, F.
- By signing and submitting a bid, Bidder acknowledges that he/she has visited the site (if required), read and understands the Bidding Documents and his bid is made in accordance therewith.

- The Bidder is advised to carefully consider all College physical features and activities and occupancies by faculty, staff and students, and to plan activities so as not to disrupt the normal operations and activities of the College except as expressly permitted by the College in writing. The Bidder shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.
- The Bidder agrees that his/her bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda. The bid submitted is not based on any verbal instructions contrary to the Bidding Documents and addenda.
- Bidders are to comply with the insurance requirements as stated in Section V of the bid for the duration of the contract. The provided **indemnification form** (see *Attachment A*) must be completed and submitted with your bid. Failure to comply with these requirements will result in disqualification of your bid.

The successful bidder will be responsible for ensuring that Delgado receives the required **insurance certificate** within seven (7) days after the notification of award (as per terms and conditions) to meet the required work expectancy timeframe. No work may commence until a proper certificate is received.

END OF SECTION III

IV. TERMS AND CONDITIONS

GENERAL TERMS & CONDITIONS:

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
 - b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.
- A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.
 - All Bid openings are subject to any State or College mandate as it pertains to safety.
 - No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
 - Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.
 - Delgado Community College reserves the right to reject any and all bids and to waive any informality.
 - It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.
 - All shipping, handling, materials, labor or any other charges necessary to compete this job must be included in amount bid. Items not listed but necessary for completion of the job shall be furnished as part of the bid. Additional costs disclosed later will be at the expense of the vendor.
 - All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be included in the unit price. The College will not be responsible for freight charges not clearly stated as a part of this bid.
 - The College reserves the right to award the above 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 preclude competition.
 - The College shall have the right to reject any or all bids not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.
 - The Bid will be awarded on the basis of the lowest total cost as determined by the College.
 - 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.

- Bidder must be a qualified under any State or local licensing law (if required) in effect at the time and at the location of the work before submitting his bid. The Bidder shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law (if required).
- Bidder must be able to provide a project timeline if requested by Delgado Community College
- If item(s) or services bid do not fully comply with specifications, including brand and/or product number or work, bidder must state in what respect the item(s)/services or work deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.
- The Form of Agreement between the College and Contractor for the work set forth herein will be the issuance of a purchase order.
- The College reserves the right to add or subtract equipment or materials to this contract during the course of the agreement. The College will request the addition/subtraction from the Vendor/Contractor, and a price will be negotiated and agreed upon at that time.

CONTRACT TERM AND AGREEMENT:

The term of the agreement will be from the date of award in July of 2024 through June 30, 2025 with the option to renew for up to two (2) twelve (12) month periods if mutually agreeable. Contract extensions may not exceed thirty-six (36) months total.

Escalation Clause; Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. 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 College reserves the right to approve or disapprove the price increase.

The Form of Agreement between the College and Contractor for the work set forth herein will be the issuance of a purchase order.

PAYMENTS:

Vendor will be paid on a Net 30 basis from receipt of an invoice. Invoices will not be paid prior to 30 days or in advance of materials delivered.

All invoices should be submitted to the College's Office of Accounts Payable and clearly indicate the Purchase Order Number assigned by the Delgado Purchasing office. Lump sum invoices will not be processed. All materials supplied must be itemized and broken down by the unit pricing per the bid.

INSURANCE:

Vendor compliance with the attached insurance and indemnification requirements is mandatory. A completed copy of the ***indemnification agreement (Attachment A)*** must be submitted with the bid. Failure to do so will result in immediate disqualification of the bid. Upon award, a certificate of insurance must be submitted to Delgado Community College, delineating Delgado Community College as the certificate holder prior to the commencement of any work. The Vendor is responsible for ensuring that the College receives updated insurance certificates as they come up for renewal or if there is a change in the insurer.

TERMINATION OF AGREEMENT:

- **Termination of this agreement for cause** – DCC may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that DCC shall give the Contractor written notice specifying the Vendor’s failure. If within thirty (30) days after receipt of such notice, the Vendor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, have begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then DCC may, at its option, place the Vendor in default and the Agreement shall terminate on the date specified in such notice.

The Vendor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of DCC to comply with the terms and conditions of this agreement, provided that the Vendor shall give DCC written notice specifying the DCC’s failure and a reasonable opportunity for DCC to cure the defect.

- **Termination for non-appropriation of funds** - The continuance of this contract 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 or Title 39 of the Louisiana Revised Statutes of 1950 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.
- **Termination for Convenience** - The College may terminate the Contract at any time by giving thirty (30) days written notice to the Vendor. The Vendor shall be entitled to payment for work performed (monthly charges to be prorated) to the extent work has been performed satisfactorily.

If, for any reason, the Vendor desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the College. Vendor shall perform all work satisfactorily as contracted until the determined termination date

- **Cancellation Conditions** - In any of the following cases, the College shall have the right to immediately cancel the contract agreement due to:
The interruption of operation in any of the contacted facilities or the College beyond its control; failure of the Vendor to maintain a satisfactory performance bond or adequate insurance coverage; wherever the contractor is guilty of misrepresentation; wherever the contract agreement was obtained by fraud, collusion, conspiracy, or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States. In case of default by the Contractor, the College reserves the right to purchase any or all items or services in default on open market, charging the Contractor with any excessive costs. Until these excessive costs are paid to the College, the Contractor shall not do business with the College again.
- **Implementation of Termination** - The Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification and be compensated for such work.

In the event of termination or reduction in the scope of work by the College, the College shall pay the Vendor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Vendor’s bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work.

Upon termination as above, the Contract Administrator shall make final determination of the amount due the Contractor for work performed.

DISCRIMINATORY PRACTICES:

Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

Both the College and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to insure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

SUBCONTRACTORS:

All subcontractors must be identified and approved in writing in advance by the College. Vendor shall promptly pay all laborers, materialmen, subcontractors and suppliers for work performed pursuant to this contract.

It is the Vendor's responsibility to ensure that any subcontractors engaged by the Vendor and used in conjunction with the contracted work are properly licensed and insured and adhere to all rules and responsibilities as outlined in the bid documents. Any payments due to subcontractors engaged to perform work as it pertains to the contract work by the Vendor will be the responsibility of the Vendor.

END OF SECTION IV

V. INSURANCE REQUIREMENTS FOR VENDORS

The Contractor/Vendor shall purchase and maintain for the duration of the contract/work 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/Vendor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensations law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disaster/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability increased to a minimum of \$1,000,000.

2. Commercial General Liability

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

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor/Vendor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage's
 - a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards to negligence by the contractor/vendor. ISO Form CG 20 10 (current form approved for use on Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection to the Agency.
 - b. The Contractor's/Vendor's insurance shall be primary as respects to the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
 - c. The Contractor's/Vendor's insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages
 - a. Coverage/Vendor shall not be cancelled, suspended, or violated by either party (the Contractor/Vendor or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's/Vendor's policy.
 - b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor/Vendor from the obligations of the insurance requirements or the indemnification agreement.
 - c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
 - d. Any failure of the Contractor/Vendor 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

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-: VI or higher**. This rating requirement may be waived for workers' compensations only.

If at any time an insurer issuing any such policy does not meet the minimum A.M Best rating, the Contractor/Vendor shall obtain a policy with an insurer that meets the A.M Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor/Vendor 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 thereafter.

In addition to the Certificates, Contractor/Vendor shall submit the declarations page and cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

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

F. SUBCONTRACTORS

Contractor/Vendor shall include all subcontractors and as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor/Vendor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor/Vendor, its owners, agents and employees will have no cause of action against, and it will not assert a claim against the State of Louisiana, its departments, agencies, agents and 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 the Contractor/Vendor, its owners, agents and employees. The parties further agree that the Contractor/Vendor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor/Vendor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor/Vendor agrees to protect, defend, indemnify, save and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants, employees and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor/Vendor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor/Vendor as a result of any claims, demands, suits or causes of action, except those claims, demands suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor/Vendor 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.

END OF SECTION V

VI. SPECIFICATIONS FOR SWITCHOVER SYSTEM

All bulk gas pipe connections will be located in the bulk storage area with an attached ¾" globe valve at the end for you to connect to.

- 1) Argon 12 Packs (4,032 cu ft per 12 Pack)**
 - a. Will require two (2) Argon 12 Packs on site at all times attached to a semi-automatic switch -over system.
 - i. 110/120V Electrical outlet will be available for the automatic switch-over system

- 2) Argon 75%/CO2 25% 12 Pack (4,680 cu ft per 12 Pack)**
 - a. Will require two (2) Argon 75%/CO2 25% 12 Pack on site at all times or as needed.

- 3) Oxygen 12 Packs (4,044 cu ft per 12 Pack)**
 - a. Will require one (1) Oxygen 12 Packs on site at all times

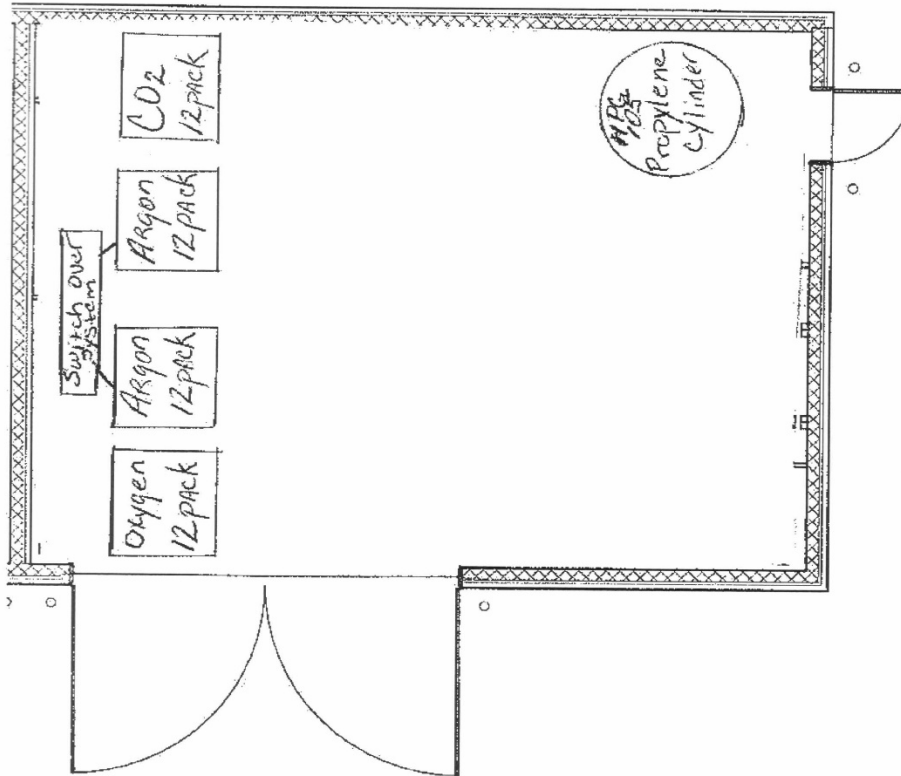
- 4) Monthly Rental Fee for Each 12 Pack which includes:**
 - a. Argon, Argon 75%/CO2 25%, and Oxygen gases

- 5) Monthly Rental Fee for Semi-Automatic Switch-Over System for Argon 12 Packs**
 - a. Will require one Semi-Automatic Switch-Over System for the two 12 Packs of Argon

- 6) Please see storage layout and electrical connections attached.**
 - a. Argon with two 12 Packs with a semi-automatic switch-over system
 - b. Switchover must have two 5 feet pig tails for Argon service
 - c. These amounts may change based on enrollment and consumption to original drawing in the future.
 - d. Gas lines will be extended into the storage area in the opposite corner of the large gate next to oxygen. These will be stubbed with ¾" globe valves. All gas lines will be cleaned, especially the oxygen.

Installation price must include all labor, materials, and supervision to perform a complete installation of the switchover system. Bidder will not be responsible for removing the existing system. Installation must be in accordance with all manufacturer's recommended practices. Work will be coordinated with Delgado's on-site Representative. Flexibility in the time for installation is critical and must be timed close to the existing system being removed by the current vendor.

DRAWING 1



ATTACHMENT A: INDEMNICIATION AGREEMENT

_____ **{Contractor/Vendor/Lessee}** agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, 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/Vendor/Lessee}** its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ **{Contractor/Vendor/Lessee}** as a result of any claims, demands, suits and/or causes of action except those claims, demands, suits and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ **{Contractors/Vendor/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, suites, or causes of action are groundless, false or fraudulent.

Accepted by:

Company Name

Signature

Title

Date Accepted

Is certificate of insurance attached? _____ YES _____ NO

*****This form must be completed and submitted with your bid***

END OF BID DOCUMENTS