

1. General Specifications

- 1) **Solicitation.** The City of New Orleans (“City”) Office of Workforce Development solicits bids to design, furnish, and install a retractable cable shade system, including mounting hardware, shade drive shafting, lead edge tubing, cable drums, pulleys, stainless steel cables, monofilament lines, and shade drive motor in GH3.
- 2) **Quality Control Testing.** The Contractor must test the installed shade system for proper operation.
- 3) **Warranty.** The Contractor must supply a minimum standard one (1) year warranty on furnished materials and workmanship.
- 4) **Purchase Order.** The Contractor must receive an approved Purchase Order from the City’s Department of Finance - Bureau of Purchasing before providing goods and/or services. Only the purchasing agent or authorized deputies have the authority to place orders that are chargeable to City funds. The Contractor may contact the City’s department personnel listed on the purchase order to verify the authorization of the employee placing the call.
- 5) **Purchase Order Number.** The Purchase Order Number issued by the City shall be shown on all documents, including invoices and correspondence.
- 6) **Taxes.** The City is exempt from state and local taxes.
- 7) **Free On Board (“FOB”).** Bid prices shall include delivery based on FOB Destination.
- 8) **Freight Charges.** Unless otherwise specified by the city, all freight charges shall be prepaid and included by the vendor.

2. ARTICLE D - Minimum Insurance Requirements

Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.

Evidence of coverage shall be provided prior to the start of any activities/work in conjunction with the Contractor’s scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Insurance Requirements:

Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000. All employers must provide this coverage or be registered as a “Self-insured” entity with the State.

Commercial General Liability Insurance, including contractual liability insurance, products, and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

Business Automobile Insurance (where applicable), with a combined single limit of liability of not less than \$500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles.

Contractors shall be able to meet the above-referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any claims, liability, and/or losses incurred as a result of their activities/operations in conjunction with the contractor's obligations and/or Scope of Work.

Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide and maintain current, a current Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

The contractor shall require and verify that all subcontractors maintain insurance and coverage limits that meet all the requirements stated herein, or the contractor shall cover the subcontractor's liability. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail or e-mail to **(User Department Mailing Address)**, with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

Primary Coverage: For any claims related to this agreement, the Contractors' insurance coverage shall be primary insurance for the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall not contribute to the Contractors' coverage.

Claims-Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy, the Contractor must purchase "extended reporting" coverage for a minimum of three years after the termination of this agreement.

Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

Notice of Cancellation: Each insurance policy required above shall not be canceled, expired, or altered except without prior notice to the City of no less than 30 days.

Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Notice: Upon request, the Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents within ten calendar days:

Copies of all policies of insurance, including all policies, forms, and endorsements:

Substitute insurance coverage is acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

Special Risks or Circumstances: The City of New Orleans reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances, and **based on any change in the Scope of Work and/or Contractor obligations.**