

INVITATION TO BIDDERS

The Terrebonne Parish Library Board of Control is accepting bids for a janitorial service to its library branches. Bids will be accepted until 3:00 p.m. on Tuesday, November 29, 2022 at the Terrebonne Parish Main Library, 151 Library Drive. Any bids received after this time will not be accepted. Bids will be opened at 3:30 p.m. on November 29, 2022. Winning bid will be approved by the Terrebonne Parish Library Board of Control at its regular meeting on December 1, 2022 at 5:00 p.m.

The Terrebonne Parish Library Board of Control reserves the right to accept or reject any and all bids on such basis as the board deems to be in the best interest of the Terrebonne Parish Library System.

Bid specifications may be picked up at the Main Library at 151 Library Drive, Houma, LA or downloaded from the website at <https://mytpl.org/janitorial>. Please contact Mrs. Tracy Guyan at (985) 876-5861 for any clarification or information with regard to the specifications.

Proposals should be marked JANITORIAL SERVICE.

/s/ \_\_\_\_\_

Mary Cospier LeBoeuf

Director

Please advertise on October 31, November 7, and November 21, 2022.

**Terrebonne Parish Library System**  
**REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS**

**GENERAL**

- I. The Terrebonne Parish Library System consists of public buildings supported with taxpayers' money that must be maintained as a safe and clean environment for its employees and for the visiting public.
- II. The Terrebonne Parish Library Board of Control is advertising for a janitorial service to maintain its libraries in the system. There are eight (8) libraries in total, but only three (3) large buildings are needing janitorial services.
- III. The following specifications in Exhibit A are laid forth as requirements for any janitorial service who will bid on the project. **A frequency schedule will be required. The person who performs the task will sign his/her name to the schedule, giving the date on which the task was done. If the performance does not meet the Director of the Library's approval, it must be redone.**
- IV. The CONTRACTOR awarded this proposal shall be available to perform janitorial work as required by the Terrebonne Parish Library System. Although requirements may vary, the CONTRACTOR must be prepared to provide all labor and equipment to perform services as required during non-business hours except where stated otherwise. The OWNER is designated as the Terrebonne Parish Library System, 151 Library Drive, Houma, LA 70360.
- V. The CONTRACTOR will also provide all cleaning materials and equipment. The OWNER will provide plastic trash bags for wastebaskets and trash receptacles, hand towels for hand towel dispensers and paper towels without dispensers, toilet tissue, and hand soap for soap dispensers in employee and public bathrooms.

**PROPOSAL FORM**

Proposals shall be made on the blank forms furnished (Official Bid Forms) with this package. Alternate bids will not be accepted (only one bid allowed). No bidder may withdraw their proposal for thirty (30) calendar days after the time scheduled from the opening of bids. Amounts shall be in words and figures, and in case of discrepancy, words shall govern. All signatures shall be in longhand, executed by principal or officer authorized to make contracts. Bidder's legal name and address shall be fully stated.

Bids by individuals shall be signed by the person making such proposal or the proposal must have attached thereto a power-of-attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

Bids by corporations shall be signed by the legal corporate name thereof. The signature of the president or other authorized to sign on behalf of the partnership must be written below the partnership name. The official address of the partnership must also be provided.

## **BID OPENING**

Bidders may attend the bid opening, but no information or opinions concerning the ultimate bid award will be given at the opening or during the evaluation process. Actual bid documents will not be available until after the award of the bid. However, bid tabulations may be examined or copied seventy-two (72) hours after a request is made. Anyone who makes such a request must fill out a Request for Public Record Form. Information pertaining to completed files may be secured by making an appointment during normal working hours with the Terrebonne Parish Library System's Business Office.

## **CONTRACT**

The successful contractor must within the ten (10) days from the award of the bid execute a contract with the Terrebonne Parish Library System and furnish all affidavits, certificates, and bonds required.

## **TIME FOR RECEIVING BIDS**

Sealed bids shall be either hand delivered by the bidder or his agent, or such bid shall be sent by registered or certified mail with a return receipt requested. Bids may also be delivered by a package or express delivery service or carrier, however, if this form of delivery is utilized, the form of delivery receipt utilized by said carrier or service shall be considered as sufficient written receipt received by the bidder.

All bids must reach the Terrebonne Parish Main Library at 151 Library Drive, Houma, LA 70360 by 3:00 p.m. on **November 29, 2022**. Proposals will be opened at 3:30 p.m. on **November 29, 2022** at the Main Library. The Terrebonne Parish Library Board of Control will approve the winning bid at its regular meeting at 5:00 p.m. on **December 1, 2022**, at the Main Library, 151 Library Drive, Houma, LA 70360. The Board will accept or deny a bid. Bids received prior to the time of opening will be securely kept, unopened. No bid received after the 3:00 p.m. deadline will be considered.

Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are received. Failure of the U.S. Mail or of any express carrier or delivery service to deliver the bids timely shall not be considered due cause for the scheduled time that the bid is received to be extended.

## **LENGTH OF CONTRACT**

The contract shall be effective for twelve (12) months from execution with the option of a one-year renewal by the OWNER at the same prices quoted, agreeable to both parties.

OWNER reserves the right to cancel contract upon thirty (30) days written notice with or without cause. Non-appropriation of funding for the Terrebonne Parish Library System will automatically terminate this contract. CONTRACTOR will be notified if such occurs within fourteen (14) days of non-appropriation.

NOTE: All building keys in the possession of the CONTRACTOR must be turned in to the Assistant Director upon end of contract or termination of contract.

## **TERMS AND CONDITIONS AGREEMENT**

**The Official Bid form must be completed, signed, and returned.** Failure of the successful bidder to comply with this requirement may result in the bid being declassified irregular and cause for rejection.

## **CERTIFICATE OF INSURANCE**

All bidders are required to submit an insurance certificate **prior to or along with their Official Bid Form**. All certificates must be approved by the TPCG Risk Manager to ensure that all insurance requirements have been met. (Insurance requirements are set forth in “Terrebonne Parish Government’s Insurance Requirements.”)

## **ACCEPTANCE OF BIDS**

The OWNER will make the final decision regarding award of the bid within thirty (30) days after the opening of bids. OWNER reserves the right to reject all bids. In the event that a bid is awarded, a formal written notice of award of the bid will be given to the lowest responsible bidder who bid according to the instructions to bidders and specifications. The bidder to whom the bid is awarded shall, within ten (10) days from the date of the notice of such award, furnish the required certificates, bonds, etc., and sign the required contract.

In the event that said bidder fails or refused to furnish the required certificates, bonds, etc., and sign the required contract, within ten (10) days from the date of the notice of award of the bid, OWNER shall have the right to disqualify said bidder and award the bid to the next lowest bidder who bid according to the instructions to bidders and specifications.

## **EXPERIENCE AND QUALIFICATIONS**

Experience data will be used to assist in determining the qualifications of the bidder. Bidders who fail to supply the necessary data or who fail in the opinion of the OWNER to meet the requirements of qualifications shall be considered informal and their proposal, at the option of the OWNER, may be disqualified.

1. Each contractor shall have the minimum qualifications as follows:
  - a. At least two (2) years experience in Janitorial Services Business.
  - b. Suitable equipment to perform functions listed in specifications.
  - c. The CONTRACTOR shall have a local office within twenty-five (25) miles of the City of Houma.

2. The following information is to be supplied as stated below:
  - a. Number of years of experience under present company name.
  - b. The location and telephone number of existing local office. If no local office exists at this time, acknowledge that one will be established prior to signing of the contract.

### **ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws including the Occupational Safety and Health Act of 1970 and all building and construction codes shall be covered. CONTRACTOR is responsible for posting any necessary signs or warnings to indicate danger due to janitorial work such as wet floors, out of order facilities, etc.

### **DISCHARGE OF EMPLOYEES**

Any employee of the CONTRACTOR who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced or should not work for the good of the job shall, upon written notice from the OWNER, be removed from the job site by the CONTRACTOR and replaced by an employee with proper qualifications.

### **SALES AND USE TAX**

Terrebonne Parish Consolidated Government will be exempt from all state and local sales and use tax amounts. Therefore no tax should be indicated in the total bid price.

### **PAYMENT TO CONTRACTOR**

The CONTRACTOR shall prepare and submit to the DIRECTOR, by the tenth (10<sup>th</sup>) of each month, an invoice for work completed during the previous month. Invoices must contain sufficient backup material such as time sheets, equipment reports, etc., to adequately document the location and type of work performed, or the invoice will be rejected. Payments on valid invoices will be made after approval by the Terrebonne Parish Library System Director. Invoices must be submitted to the following address:

Attn: Mary Cospier LeBoeuf  
Terrebonne Parish Library  
151 Library Drive  
Houma, LA 70360

**OFFICIAL BID FORM  
SECTION "A"**

Proposal

of: \_\_\_\_\_

BIDDER/VENDOR NAME

PHONE: \_\_\_\_\_

ADDRESS

**TERREBONNE PARISH LIBRARY SYSTEM JANITORIAL CONTRACT**

The undersigned hereby declares and stipulates that his bid is made in good faith without collusion or in connection with any person or persons bidding for the same items and that it is made in pursuance of and subject to all terms and conditions of the bid documents, requirements for bidding and instructions to bidders.

The undersigned declares that he has carefully examined the specifications as prepared by the Terrebonne Parish Library System and agrees to terms described herein in accordance with the specifications at the price specified on the Proposal Form.

If written notice of the acceptance of this bid or any item therein is mailed, telegraphed, or delivered to the undersigned within ten (10) days after the date of the opening of the bids, the undersigned agrees to furnish the required certificates, bonds, etc., and sign the required contract.

.....  
IF BIDDER is a corporation:

ATTEST: \_\_\_\_\_

SECRETARY

STATE OF INCORPORATION: \_\_\_\_\_

ATTACHMENTS: 1.) If firm bidding is a corporation, attach a copy of resolution authorizing the signing of the proposal with certification of corporate secretary. 2.) Bid Bond with Power of Attorney.  
.....

I acknowledge receipt of the following addendum (s):

ADDENDUM	DATE	SIGNATURE
_____	_____	_____
_____	_____	_____

**OFFICIAL PROPOSAL FORM  
SECTION "B"**

FIRM/BIDDER: \_\_\_\_\_  
(TYPE OR PRINT)

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

The undersigned has carefully examined all specifications to this bid as prepared by the Terrebonne Parish Library Board of Control and hereby proposes to perform the janitorial duties, provide all labor, materials and supervision as outlined as per specifications attached hereto. Cleaning will be performed at the close of a normal workday and before 8:00 a.m. the next morning at the following libraries:

- Six (6) nights a week (Monday through Saturday) at the Main Library. Three (3) nights a week (Tuesday, Thursday, and Saturday) at the East Houma Branch and North Branch Library

\*\*\*\*\*

**PROPOSED YEARLY CHARGE  
January – December 2022**

\$ \_\_\_\_\_  
NUMBERS WRITTEN IN WORDS

IN TESTIMONY WHEREOF, the Bidder has hereunto affixed his legal signature on this \_\_\_\_ day of \_\_\_\_\_  
Date

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

TITLE: \_\_\_\_\_

FEDERAL I.D. #: \_\_\_\_\_

**EXHIBIT A**  
**TERREBONNE PARISH LIBRARY SYSTEM**  
**JANITORIAL SERVICES SPECIFICATIONS**

**PART I**

Following are the cleaning requirements for the Main Library, East Houma Branch, and North Branch. Focus specific attention in assuring restrooms, main building outside entrance, lobby, and customer service areas are sparkling clean and present a Class A building appearance.

**DAILY (Scheduled Days)**

1. Sweep, damp mop, or vacuum all floor areas (including corners) of resilient wood, marble, ceramic tile, vinyl, and/or carpet. Remove gum, tar, etc. adhering to the flooring or carpet and spot clean stains where necessary. Remove staples, paper clips, and other loose objects.
2. Empty wastebaskets and trash receptacles into bags and replace can liner in all waste receptacles. Remove waste and trash materials and bulk items such as cartons, packing cases, or similar debris. Empty trash receptacles at outside entrances.
3. Dust furniture, fixtures, window sills, and other horizontal surfaces. Clean conference tables.
4. Spot wash to remove smudges, marks, and fingerprints from walls, doors, doorframes, and light switches.
5. Clean and polish all water fountains.
6. Clean cobwebs from walls and ceilings in all areas
7. Refill soap dispensers and toilet tissue and paper towel holders in each restroom.
8. Clean all glass entrance doors and adjacent glass panels.
9. Sweep all steps and sidewalks leading into the building.
10. Clean all restrooms including:
  - a. Polish mirrors, soap dispensers, and lavatories using disinfectant and water.
  - b. Clean toilets and urinals with disinfectant, beginning with seats and working down. Remove stains and clean underside of rims, urinals, and toilet bowls. Pour one (1) ounce of bowl clean into urinal and toilets after cleaning. Do not flush. Leave toilet seats in upright position. Wipe down wall near urinal with disinfectant and water.
  - c. Mop all restroom floors using clean water with detergent and disinfectant.
  - d. Empty and sanitize all receptacles and sanitary disposals.
11. Clean kitchens and wet bars including:



- a. Thoroughly clean tabletops, countertops, and sinks.
- b. Mop all kitchen floors using clean water with detergent and disinfectant.

**12. Main Library:**

- a. Public and service elevators:  
Vacuum floor and clean inside walls and doors to remove smudges, marks, and fingerprints.
- b. Public staircase:  
Vacuum treads and wipe handrails with disinfectant.
- c. Upstairs patio:  
Empty trash receptacle and replace plastic liners

**NOTE:** Upon completion and of nightly duties, CONTRACTOR'S supervisor will ensure that the building has been cleaned as specified, all non-security interior lights have been turned off, and all doors locked.

**MONTHLY**

1. High dust horizontal and vertical surfaces not reached in nightly cleaning.
2. Dust bookshelves.
3. Clean baseboards.
4. Brush and vacuum all carpet edges.
5. Clean and organize janitor closets.
6. All hard-surfaced floors (EXCLUDING ceramic tile) in public and private areas will be waxed and/or polished using buffable non-slip type floor finish commensurate with daily traffic to maintain a good appearance at all times.

A supervisor should inspect the buildings at least once a week to make sure that work is of high quality.

**SPECIALTIES AT MANAGER'S REQUEST AT ADDITIONAL COST (All Branches)**

1. Carpet shampooing.
2. Strip and recondition all vinyl composition tile areas, including, but not limited to, kitchen and storage areas using buffable non-slip type floor finish.
3. Clean inside and outside surfaces of all exterior windows on single story branches.

**EXHIBIT B**  
**TERREBONNE PARISH LIBRARY SYSTEM**  
**CONTRACTOR EMPLOYEE RULES AND REGULATIONS**

**EMPLOYEE(S) SHALL:**

1. Be respectful and courteous to persons with whom they come in contact and shall observe acceptable standards of appearance, hygiene and conduct.
2. Report any property damage immediately.
3. Not disturb papers on desk, open drawers, use computers or telephones.
4. Not eat food or snacks of any sort or drink soft drinks while in working areas.
5. Not arrive at work under the influence of alcoholic beverages or any drugs, legal or illegal, which may impair the judgment or efficiency of the employee, nor partake of these substances while on the job.
6. Not allow Contractor's employees **at any time** to bring their children or any other non-employee into the Libraries during cleaning activities.
7. Not leave keys in doors or admit anyone into the Library or any office who is not under his (or her) immediate supervision.
8. Not remove any article from the building's premises regardless of its value and regardless of any tenant or other occupant's permission. This includes any items found in the trash.

**EXHIBIT C**  
**TERREBONNE PARISH LIBRARY SYSTEM**  
**SECURITY**

1. CONTRACTOR shall not knowingly permit an Employee(s) to have access to the premises, records or data, or to engage in the conduct of carrying out CONTRACTOR'S responsibilities hereunder when such Employee(s):
  - a. Have been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connections with:
    - i. A dishonest act or a breach of trust, as stipulated under Section 19 of the Federal Deposit Insurance Act; and /or
    - ii. A felony criminal offense.
  - b. Uses illegal drugs.
    - i. Upon written request from DIRECTOR, CONTRACTOR shall provide evidence of CONTRACTOR'S actions to comply with the above provisions for its Employee(s).
2. CONTRACTOR shall notify DIRECTOR of any act of dishonesty or breach of trust committed against Terrebonne Parish Library System which may involve an Employee(s). Following such notice, at the request of the DIRECTOR, CONTRACTOR shall cooperate with investigations conducted by or on behalf of OWNER. Such cooperation shall include access to Employee(s) for personal interviews related to such investigations. In addition, at the request of DIRECTOR, CONTRACTOR shall conduct its own investigations, which may include polygraph examinations when permitted by law, into the activities of said Employee(s), with the results of such investigations being made available to supervisor.
3. CONTRACTOR shall observe Terrebonne Parish Library System's standard hours, procedures, and security practices established for the Buildings where products and/or services are provided under this Agreement.
4. CONTRACTOR shall be aware that security cameras are in place at each location and footage is recorded and will be used to verify any discrepancies.

**EXHIBIT D  
TERREBONNE PARISH LIBRARY SYSTEM  
BUILDING NAMES & ADDRESSES**

**WORKSHEET**

<b><u>BUILDING</u></b>	<b>Square Footage</b>	<b>ADDRESS</b>	<b>PHONE</b>	<b>YEARLY COST</b>
<b><u>Three-Day Service</u></b>				
Main	70,000	151 Library Drive Houma, LA 70360	876-5861	_____
North	27,000	4130 West Park Ave. Gray, LA 70359	868-3050	_____
East Houma	11,400	778 Grand Caillou Road Houma, LA 70363	876-7072	_____

**TERREBONNE PARISH LIBRARY SYSTEM  
JANITORIAL SERVICES AGREEMENT**

This Janitorial agreement (hereinafter referred to as “Agreement”) is made this \_\_\_\_ day of

\_\_\_\_\_ by and between  
Date

\_\_\_\_\_ (CONTRACTOR), and the Terrebonne Parish Library System (OWNER) for janitorial services to be performed at Main Library, six (6) nights a week, and North Branch and East Houma Branch for three (3) nights a week shown on **Exhibit D** herein.

CONTRACTOR and OWNER agree as follows:

The Libraries shall be maintained in first class condition at all times. The quality of the janitorial service shall be at the top-end of the scale of janitorial and cleaning services normally provided by janitorial companies in the Houma area, and the Buildings shall at all times exhibit a neat, clean, and sanitary appearance. Service will be performed every required workday, from January 2 – December 31 according to the specification contained in **Exhibit A** incorporated herein.

OWNER agrees to pay CONTRACTOR \$\_\_\_\_\_ for services rendered under this Agreement. Buildings may be added or deleted from time to time, and the monthly installations and annual payment will be adjusted accordingly without modifying the intent of the Agreement. Payment shall be due within thirty (30) days of receipt of CONTRACTOR’S monthly invoice.

This Agreement shall have a term of twelve (12) months commencing January 2, 2023 and expiring December 31, 2023 unless otherwise terminated pursuant to Article 14 of General Conditions.

1. GENERAL CONDITIONS LICENSE – CONTRACTOR is a duly licensed and bonded firm with the State of Louisiana dispensing and using the various cleaning products necessary to carry out the intent of this Agreement.
2. AREAS TO BE SERVICED:
  - a. All building entrances and foyers
  - b. Lobbies
  - c. Public service areas
  - d. Offices/board rooms/meeting rooms
  - e. Restrooms
  - f. Corridors
  - g. Kitchens and wet bars
  - h. Janitor closets
3. PROACTIVE APPROACH – CONTRACTOR represents and warrants that it will continually endeavor to identify and recommend procedures and programs to manage to generate cost savings without sacrificing quality, and will pass any such saving directly to the OWNER.
4. FREQUENCY OF SERVICE – Six (6) nights per week (Monday through Saturday) at the Main Library and three (3) nights per week (Tuesday, Thursday, Saturday) at the East Houma Branch and North Branch Library.

- a. Exception will be for Terrebonne Parish Library System holidays as designated by DIRECTOR (New Year's Day, Martin Luther King, Jr. Day, Mardi Gras, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, day after Christmas, and others as may be designated by DIRECTOR from time-to-time).
5. PERSONNEL:
- a. CONTRACTOR shall employ only qualified persons who are skilled in the performance of janitorial work.
  - b. CONTRACTOR will screen all employees for past work history and possible criminal record. Any employees having a criminal record will not be assigned to Buildings.
  - c. CONTRACTOR'S employees will have a good personal appearance at all times and will act in a manner that will reflect credit on Terrebonne Parish Library System.
  - d. CONTRACTOR'S employees shall follow all rules set forth in "Contractor Employee Rules and Regulations" designated as **EXHIBIT B** which is incorporated and made a part of this Agreement.
  - e. CONTRACTOR will remove from the premises any employee who is strongly suspected of stealing. Said cost shall be absorbed by CONTRACTOR.
6. SCOPE – The work covered shall include furnishing all labor, equipment, and cleaning material. CONTRACTOR shall pay for at its own expense, all supplies (except as may be noted herein), fuel, uniforms, equipment, repairs, transportation, labor, insurance premiums of any kind, sales tax, salaries, all federal social security taxes, federal and state unemployment taxes, and any other similar payable taxes relating to the employee(s) of the CONTRACTOR.
7. WORK HOURS – Work may be done at times elected by the CONTRACTOR and approved by DIRECTOR between 9:00 p.m. and 8:00 a.m., when libraries are not open, and may in no way intervene with the operations of Terrebonne Parish Library System employees or customers.
8. SUPERVISION – CONTRACTOR shall designate a supervisor or lead person for the Buildings who will supervise the quality of work nightly. The Assistant Director shall be kept advised of the names of supervisors and their contact numbers.
9. SAFETY – CONTRACTOR shall have sole responsibility for instructing its employees in appropriate safety measures, and shall not permit them to place brooms, mops, machines, or other equipment in traffic lanes or other locations so as to create safety hazards. Safety procedures shall be in effect at all times.
10. DAMAGE AND/OR THEFT – CONTRACTOR shall be responsible for any loss as a result of theft or damage to Buildings as a result of negligence or misconduct, including money, securities, merchandise, fixtures, equipment or personal effects belonging to Terrebonne Parish Library System employees if it was caused by CONTRACTOR or its employees. CONTRACTOR shall use care to insure cleaning equipment, materials, and supplies do not mark, scratch, or discolor any surface, including furniture, walls, floors, etc., and contractor remains fully liable to OWNER for such damage as may occur.

## 11. INSURANCE AND INDEMNIFICATION:

- a. The CONTRACTOR agrees to hold Terrebonne Parish Consolidated Government, Terrebonne Parish Library System, its employees, Board of Control and DIRECTOR harmless, and to indemnify against and from any and all claims by or on behalf of its personnel arising from the conduct of CONTRACTOR or from any work or things related thereto in or about the subject premises during the term of this Agreement to the extent such claims are caused by the negligence or misconduct of this Agreement or its employees.
- b. CONTRACTOR shall maintain, during the term of this Agreement at its expense, insurance policies including (1) Comprehensive General Liability Insurance with combined single limit coverage in an amount not less than one million dollars (\$1,000,000) and (2) Automobile General Liability Insurance covering all hired, owned and non-owned vehicles used in the performance of these services, with a combined single limit of not less than \$500,000 and (3) Worker's compensation in required statutory amounts. The insurer shall agree to waive all rights of subrogation against Terrebonne Parish Consolidated Government, Terrebonne Parish Library System, its employees, Board of Control and DIRECTOR for losses arising from work performed by the CONTRACTOR for Terrebonne Parish Library System.
- c. CONTRACTOR shall furnish OWNER with current Certificates of Insurance evidencing such coverage. The policies shall name Terrebonne Parish Consolidated Government and Terrebonne Parish Library System as additionally insured.
- d. CONTRACTOR also agrees to provide DIRECTOR with thirty (30) days notice of cancellation or other policy change. CONTRACTOR shall deliver to DIRECTOR upon execution of this Agreement their Certificate of Insurance evidencing the above-mentioned coverage and additional insureds.
- e. Any and all indemnity and insurance provisions herein for the benefit of CONTRACTOR shall also insure to the avail and benefit of DIRECTOR in the event DIRECTOR shall be adjudged personally liable under this Agreement. CONTRACTOR shall direct correspondence and any pertinent information to DIRECTOR.
- f. CONTRACTOR shall forever defend, indemnify and save Terrebonne Parish Consolidated Government and Terrebonne Parish Library System and DIRECTOR harmless against every suit, claim, demand, lien, judgment or any and all other expense arising in connection with the violation of any law, whether local, state or federal, or for personal injury or death to any person, or damage to any property which arises out of CONTRACTOR'S performance of the job. CONTRACTOR accepts and assumes full responsibility for and agrees to indemnify and save Terrebonne Parish Library System and DIRECTOR harmless from and against any and all claims for any damage or injury whatsoever resulting from the use, misuse or failure of such equipment. CONTRACTOR further assumes full responsibility for and shall forever defend, indemnify and save imposed or required under local, state or federal unemployment insurance, social security or income tax laws with respect to the contractor's employees engaged in the prosecution of the job.
- g. CONTRACTOR shall comply with all applicable laws, rules, regulations or orders of the United States Government and the state, city or parish in which the Building is located. CONTRACTOR shall comply with such regulations, wage schedules, and requirements

as to payment to and relations with his employee(s) as have been or may be promulgated by any department or agency of the federal, state, or local governments when such are applicable to the job covered by this Agreement.

12. PERFORMANCE – The CONTRACTOR will be held responsible for the satisfactory performance of the work in accordance with the intent of the specifications. These specifications are presented as guidelines for the CONTRACTOR, and should not be construed as limiting in any way the tasks that must be completed in order to provide an environment seen as receiving the highest level of janitorial and cleaning that is typical and customary for a Class A building. From time to time DIRECTOR may use quality control inspections or other measures to evaluate, in its sole opinion, the satisfactory performance of CONTRACTOR. Personnel shall abide by all Terrebonne Parish Library System rules and regulations.
13. ASSIGNMENT – This contract shall insure to and bind both CONTRACTOR and OWNER, its successors, assigns, agents or representatives. CONTRACTOR shall not assign the Agreement without written consent of DIRECTOR. DIRECTOR may deny assignment with or without cause. DIRECTOR may assign this Agreement to Terrebonne Parish Library System or Terrebonne Parish Library System nominee.
14. CANCELLATION:
  - a. This Agreement shall be cancelable by the DIRECTOR if CONTRACTOR'S performance falls below the intent of the specifications. Under such conditions, DIRECTOR shall give CONTRACTOR written notice that he shall have five (5) working days to upgrade performance to the level of intent of the specifications. DIRECTOR has the sole right to judge the performance as to whether it meets the intent of the specifications.
  - b. If, after the above probation period, performance still does not meet the intent of the specifications, DIRECTOR has the right to cancel this agreement effective immediately.
  - c. **All building keys in the possession of the CONTRACTOR must be turned in to the Assistant Director upon end of contract or termination of contract.**
  - d. Should this Agreement be canceled by DIRECTOR by reason of inadequate CONTRACTOR performance, DIRECTOR is obligated to pay for work performed up to the cancellation date on a pro-rata basis.
  - e. This Agreement may be terminated by either party without cause by giving a thirty (30) day written notice.
15. RATE INCREASE – Under no conditions will DIRECTOR be obligated to accept a raise in rate during the initial term of this Agreement.
16. EXTRA WORK – No extra charge will be made for work of an occasional, accidental or emergency nature (with the exception of work caused by fire, smoke, excessive water, or vandalism), created in the normal course of business conducted within a Building.



17. SECURITY – CONTRACTOR recognizes that the maintenance of tight building security is of utmost importance and a pattern of failure to follow the guidelines herein relating thereto shall be grounds for automatic cancellation of this Agreement.

- a. CONTRACTOR shall comply with the provisions in **Exhibit C** of this Agreement. Supervisor’s name, work history file, and telephone number shall be made available to DIRECTOR upon request.
- b. CONTRACTOR shall notify DIRECTOR upon any and every change in building supervisor. Building keys will be distributed to CONTRACTOR. CONTRACTOR will be held strictly responsible for all Building keys and all other necessary keys. In the event CONTRACTOR loses or misplaces keys, it is understood that CONTRACTOR shall bear all related costs to re-key all necessary locks associated with lost or misplaced keys.
- c. CONTRACTOR will be held strictly responsible for making sure all building exterior doors are securely locked before leaving the building at night. Any problem with lock should be immediately reports to DIRECTOR.
- d. In the event of cancellation of this Agreement, Contractor shall immediately return all building keys to DIRECTOR.

18. HAZARD COMMUNICATION PROGRAM – CONTRACTOR represents and warrants that all provisions of the Hazard Communication Program have been implemented for the Building and that any additional or new directives will be incorporated immediately. CONTRACTOR agrees to provide written evidence that the Building’s Hazard Communication Program is operational and provide material Safety Data Sheets for all chemicals used in the Building. All applicable material Safety Data Sheets shall be kept at every location in the area where janitorial supplies and equipment are kept. Failure to provide such information may result in cancellation of this Agreement.

19. ALIEN CLAUSE – CONTRACTOR shall establish appropriate procedures and controls so that services under this Agreement will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws.

20. VERBAL REPRESENTATION – This Agreement sets forth all of the agreements, representations and discussions between the parties hereto and no employee of CONTRACTOR or DIRECTOR shall make any verbal or written commitments to the other unless the same is reduced to writing herein or by amendment hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
CONTRACTOR

Signed: \_\_\_\_\_  
By: Mary Cospers LeBoeuf, DIRECTOR