

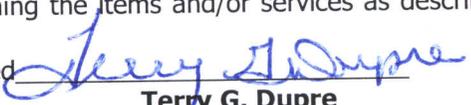
NICHOLLS STATE UNIVERSITY
PURCHASING DEPARTMENT
PO BOX 2052 University Station
104 Elkins Hall
Thibodaux, La 70310
Phone No. (985) 448-4038 - Fax No. (985) 448-4921
EO/AA Employer, M/F/H/V

BID NO. **SB01705**

Date: **05/12/2016**

INVITATION, BID AND ACCEPTANCE

INVITATION: Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on 06/07/2016**, and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed 
Terry G. Dupre
Director of Purchasing

The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation
DESCRIPTION

"Contract for Chiller Maintenance Services"

INSTRUCTIONS:

1. YOUR BID SHALL BE MADE ON THE ATTACHED BID FORM(S) AND RETURNED WITH THIS "INVITATION" IN A SEALED ENVELOPE WITH YOUR NAME AND ADDRESS ON THE OUTSIDE OF THE ENVELOPE YOUR BID IS SUBMITTED IN. THE ENVELOPE MUST CLEARLY IDENTIFY THE BID TITLE, BID NUMBER, AND THE SCHEDULED RETURN DATE AND TIME. IF THE SOLICITATION REQUIRES THAT THE WORK IN THE SOLICITATION MUST BE PERFORMED BY A LICENSED LOUISIANA CONTRACTOR, THEN YOUR LOUISIANA CONTRACTORS LICENSE NUMBER MUST BE WRITTEN ON THE OUTSIDE OF THE ENVELOPE THE BID IS SUBMITTED IN.
2. The University cannot accept bids or alterations by wire, phone or facsimile.
3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.
4. All prices assumed firm unless otherwise stated.
5. Any bid received after bid closing time will be returned unopened.
6. As a state agency, the University is NOT liable for state sales tax in acted by the State Legislature and in effect at the time of issuance of the order. Do not include federal excise tax unless requested.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening.
9. THIS BID INVITATION SHEET MUST BE SIGNED IN INK. FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED. **PLEASE SIGN IN BLUE INK**
10. Additions for packing or other items not quoted will not be allowed.

BIDDER SHOULD FILL IN ALL BLANK SPACES

Terms will be _____ and shipment will be made within _____ days of receipt of order.

BID

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within _____ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until _____.)

Bidder _____
Address _____

Email _____

Signed _____
Title _____
Phone (_____) _____
Fax (_____) _____

PLEASE SIGN THIS BID INVITATION IN BLUE INK

Federal Tax ID Number: _____

NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.

NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED TO FEDERAL TAX ID NUMBER PROVIDED.

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA as to items numbered:

Signed _____

Date _____

Purchasing Office

P.O. Box 2052
Thibodaux, LA 70310
985.448.4038
Fax: 448.4921

NICHOLLS
STATE UNIVERSITY

May 12, 2016

**PUBLIC NOTICE
INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. On, **June 07, 2016 at 3:00 P.M.** for:

"Bid Number SB01705- Chiller Maintenance Services;

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specification from Nicholls State University, call (985) 448-4038 or e-mail terry.dupre@nicholls.edu or kathy.ockmond@nicholls.edu

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2) (D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA



TERRY G. DUPRE
Director of Purchasing

TO BE RUN: May 18, 2016

TO BE OPENED: June 07, 2016

SPECIFICATIONS
Nicholls State University
Thibodaux, LA
Chiller Service Contract
Page 1 of 4

I. SCOPE:

To Provide a trained mechanic that will furnish all labor, tools, materials, and equipment to service identified chillers listed below:

Section I of Bid Form: McQuay Centrifugal Chillers

Section II of Bid Form: York Centrifugal and Scroll Chillers

Section III of Bid Form: Carrier Centrifugal and Screw Chillers

Section IV of Bid Form: Dunn-Bush Reciprocating and Screw Chillers

Section V of Bid Form: Trane Screw Chillers and Worthington Reciprocating Chillers

The bidder shall have service personnel that have completed repair courses on the chillers that bids are submitted for. The bidder should provide documentation that the service personnel have completed repair courses on the chillers bids are submitted on with the bid submission.

Service to include an annual chiller stop inspection in which the applicable items on the attached check lists are to be completed and a form completed for each chiller. The stop inspections are to be started after December 1 and completed by February 28. Stop Inspection to include at the cost of the contractor a refrigeration oil analysis and refrigeration oil and filter will be changed only if required by the analysis.

The University shall supply all oil and necessary parts. The University Maintenance Department shall furnish all necessary help to work with this mechanic. Attached is the list of chillers to be serviced.

II. OTHER:

The initial work period shall be for a period of one year, beginning July 1, 2016 and ending June 30, 2017. At the option of the University and with the acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price and terms.

The total amount of work, at this time, is not expected to exceed \$10,000/year per brand of chiller. This is not to be construed as a guarantee.

The successful contractor shall provide the University with a certificate of insurance and hold harmless agreement as stated on attached insurance requirements. The Certificate shall state the contract the certificate is issued for, list Nicholls State University as the certificate holder, name Nicholls State University as an additional insured and grant a waiver of subrogation.

Service must be satisfactory; otherwise, contract will be canceled upon written notice from the University thirty (30) days before discontinuance of service. The University reserves the right to cancel the contract with thirty (30) days written notice should the successful bidder no longer employ service personnel that are not certified to perform repair services on the brand chillers that they were awarded.

The Legislative Auditor of the State of Louisiana shall have the right to audit all accounts of contractor which relate to this contract.

The University reserves the right to reject any and all bids and to waive any informalities.

SPECIFICATIONS
Nicholls State University
Thibodaux, LA
Chiller Service Contract
Page 2 of 4

Bids will be awarded to the bidder who submits the lowest cost per section, provided that the bidder has service personnel who are certified to perform work on the brand chiller the bid is submitted on. This is not an all or none bid.

III. TERMINATION FOR CAUSE

The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the state to cure the defect.

IV. TERMINATION FOR CONVIENENCE

The State may terminate the Contract at any time by giving written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

V. FISCAL FUNDING

The continuation 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 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.

VI. SITE VISIT

A site visit may be scheduled by contacting Mr. Chad Legendre, Assistant Facilities Maintenance Manager, (985) 387-2050.

VIII. LOUISIANA CONTRACTORS LICENSE REQUIREMENTS

Contractor shall be a Louisiana licensed contractor with appropriate Mechanical Work Contractors License Certification.

SPECIFICATIONS
Nicholls State University
Thibodaux, LA
Chiller Service Contract
Page 3 of 4

VI. List of Buildings and Chiller Serial Numbers and Model Numbers:

Section I: McQuay Centrifugal Chillers:

Ellender Library SN 5ZD81012-01 Model No. PHH063 – 200 Tons

SECTION II: York Centrifugal and Scroll Chillers

Peltier Hall – Centrifugal SN SLCM-454730 - Model No. YKPBNCH1-CUC - 640 Tons

Elkins Hall – Scroll Model No. YCAL0050SC17 – Four (4) Compressors – 50 Tons

Elkins Hall – Scroll Model No. YCAL0050SC17 – Four (4) Compressors – 50 Tons

Elkins Hall – Scroll Model No. YCAL0050SC17 – Four (4) Compressors – 50 Tons

Elkins Hall – Scroll Model No. YCAL0050SC17 – Four (4) Compressors – 50 Tons

Picciola Hall – Scroll Model No. YCAL0040SC17 – Four (4) Compressors – 40 Tons

Galliano Hall – Scroll Model No. YCAL0080EX17 – Four (4) Compressors – 80 Tons

Lanny Ledet – Scroll Model No. YLAA03136SE46XFESD – 130 Tons

Lanny Ledet – Scroll Model No. YLAA03136SE46XFESD – 130 Tons

SECTION III: Carrier Centrifugal and Screw Chillers

Peltier Hall – Centrifugal – Model No. 19XR-5050443DDS64 – SN 2998J58468 – 640 Tons

Ellender Library – Screw – Model No. 30HXC206R640 – Three (3) Compressors – 200 Tons

Ayo Hall – Screw – Model No. 30HXC146R630KA – Two (2) Compressors – 150 Tons

Ayo Hall – Screw – Model No. 30HXC146R630KA – Two (2) Compressors – 150 Tons

SECTION IV: Dunn-Bush Reciprocating and Screw Chillers

Lindsley Hall – Reciprocating – Model No. AC50A – Two (2) Compressors – 50 Tons

Duhe' Building – Reciprocating – Model No. ADCRB080D – Two (2) Compressors – 80 Tons
(Houma)

Gouaux Hall – Screw – Model No. WCHDX130160R – Two (2) Compressors – 260 Tons

Gouaux Hall – Screw – Model No. WCHDX130160R – Two (2) Compressors – 260 Tons

SPECIFICATIONS
Nicholls State University
Thibodaux, LA
Chiller Service Contract
Page 4 of 4

VI. List of Buildings and Chiller Serial Numbers and Model Numbers – Continued:

SECTION V: Trane Screw Chillers and Worthington Reciprocating Chillers

North Babington – Model No. GCH501-5-22PW-313 – One (1) Compressor – 80 Tons

Talbot Hall – Screw – Model No. RTAA-125A-YQ01-A380-KNB – Two (2) Compressors – 150 Tons

Talbot Hall – Screw – Model No. RTAA-125A-YQ01-A380-KNB – Two (2) Compressors – 150 Tons

Barker Hall – Screw – Model No. RTAA-070A-YT01-A300-6KNB – Two (2) Compressors – 60 Tons

Student Union–Screw–Model No. RTHD-UB1A-XHOU-AB1A-2RAL-B1A2–One (1) Compressor 168 Tons

Ellender Residence Hall – Screw – Model No. GRAM100F2C02AXA – Two Compressors – 100 Tons
Installed 2011 – under 5-year warranty

Ellender Residence Hall – Screw – Model No. GRAM100F2C02AXA – Two (2) Compressors – 100 Tons
Installed 2001 – under 5-year warranty

Caillais Recreation Center – Screw – Model No. RTAC1554UVON – Two (2) Compressors – 155 Tons
Installed 2012 – under 5 year warranty

Caillais Recreation Center – Screw – Model No. RTAC1554UVON – Two (2) Compressors – 155 Tons
Installed in 2012 – under 5 year warranty

NOTE: Contractor will be required to perform annual stop inspections on the chillers that are under warranty. All service work shall be performed under the current warranty.

BID FORM
Nicholls State University
Thibodaux, LA
Chiller Service Contract

Page 1 of 5

SECTION I. MCQUAY CENTRIFUGAL CHILLERS

THE UNIVERSITY IS REQUESTING AN HOURLY RATE FOR A TRAINED MECHANIC TO PERFORM THE SERVICES ON MCQUAY CHILLERS AS PER ATTACHED SPECIFICATIONS. THIS MECHANIC SHOULD BE TRAINED TO SERVICE THESE UNITS. MECHANIC SHALL HAVE COMPLETED MCQUAY SERVICE TRAINING CENTRIFUGAL COMPRESSOR REPAIR COURSE. DOCUMENTATION SHOULD BE PROVIDED WITH BID RESPONSE. PARTS AND OIL SHALL BE FURNISHED BY THE UNIVERSITY WITH UNIVERSITY PERSONNEL HELPING THE MECHANIC.

A) PER HOUR FOR MECHANIC-----\$ _____ X 8 HOUR DAY = \$ _____

B) TRAVEL TIME CHARGED TO UNIVERSITY (IF APPLICABLE)-----\$ _____

PLEASE STATE IF TRIP TRAVEL TIME CHARGE QUOTED ON BID FORM IS AN HOURLY RATE CHARGED OR A ROUND TRIP CHARGE. IF HOURLY RATE CHARGE IS QUOTED, PLEASE STATE BELOW THE TRAVEL TIME FROM BIDDERS LOCATION TO NICHOLLS STATE UNIVERSITY.

ROUND TRIP TRAVEL CHARGE QUOTED? _____ YES, _____ NO. IF HOURLY CHARGE QUOTED, PLEASE STATE TRAVEL TIME BELOW.

TRAVEL TIME: _____ HOURS

NOTE: BID AWARD SHALL BE BASED ON AN EIGHT (8) HOUR DAY INCLUDING TRIP TRAVEL TIME CHARGED TO THE UNIVERSITY. HOURLY RATE X 8, PLUS TRIP TRAVEL TIME

RECEIPT OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED

NO._____, NO._____, NO._____, NO._____, NO._____, NO._____

LOUISIANA CONTRACTOR'S LICENSE NUMBER _____

BID SUBMITTED BY: _____

(please print or type name)

NAME OF FIRM: _____

ADDRESS: _____

PHONE No. _____

FAX No.

BID FORM
Nicholls State University
Thibodaux, LA
Chiller Service Contract

Page 2 of 5

SECTION II. YORK CENTRIFUGAL AND SCROLL CHILLERS

THE UNIVERSITY IS REQUESTING AN HOURLY RATE FOR A TRAINED MECHANIC TO PERFORM THE SERVICES ON YORK CHILLERS AS PER ATTACHED SPECIFICATIONS. THIS MECHANIC SHOULD BE TRAINED TO SERVICE THESE UNITS. MECHANIC SHALL HAVE COMPLETED YORK SERVICE TRAINING CENTRIFUGAL AND SCROLL COMPRESSOR REPAIR COURSE. DOCUMENTATION SHOULD BE PROVIDED WITH BID RESPONSE. PARTS AND OIL SHALL BE FURNISHED BY THE UNIVERSITY WITH UNIVERSITY PERSONNEL HELPING THE MECHANIC.

A) PER HOUR FOR MECHANIC-----\$_____ X 8 HOUR DAY = \$_____

B) TRAVEL TIME CHARGED TO UNIVERSITY (IF APPLICABLE)-----\$_____

PLEASE STATE IF TRIP TRAVEL TIME CHARGE QUOTED ON BID FORM IS AN HOURLY RATE CHARGED OR A ROUND TRIP CHARGE. IF HOURLY RATE CHARGE IS QUOTED, PLEASE STATE BELOW THE TRAVEL TIME FROM BIDDERS LOCATION TO NICHOLLS STATE UNIVERSITY.

ROUND TRIP TRAVEL CHARGE QUOTED? _____ YES, _____ NO. IF HOURLY CHARGE QUOTED, PLEASE STATE TRAVEL TIME BELOW.

TRAVEL TIME: _____ HOURS

NOTE: BID AWARD SHALL BE BASED ON AN EIGHT (8) HOUR DAY INCLUDING TRIP TRAVEL TIME CHARGED TO THE UNIVERSITY. HOURLY RATE X 8, PLUS TRIP TRAVEL TIME

RECEIPT OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED

NO._____, NO._____, NO._____, NO._____, NO._____, NO._____

LOUISIANA CONTRACTOR'S LICENSE NUMBER _____

BID SUBMITTED BY: _____
(please print or type name)

NAME OF FIRM: _____

ADDRESS: _____

PHONE No. _____

FAX No. _____

BID FORM
Nicholls State University
Thibodaux, LA
Chiller Service Contract

Page 3 of 5

SECTION III. CARRIER CENTRIFUGAL AND SCREW CHILLERS

THE UNIVERSITY IS REQUESTING AN HOURLY RATE FOR A TRAINED MECHANIC TO PERFORM THE SERVICES ON CARRIER CHILLERS AS PER ATTACHED SPECIFICATIONS. THIS MECHANIC SHOULD BE TRAINED TO SERVICE THESE UNITS. MECHANIC SHALL HAVE COMPLETED CARRIER SERVICE TRAINING CENTRIFUGAL AND SCREW COMPRESSOR REPAIR COURSE. DOCUMENTATION SHOULD BE PROVIDED WITH BID RESPONSE. PARTS AND OIL SHALL BE FURNISHED BY THE UNIVERSITY WITH UNIVERSITY PERSONNEL HELPING THE MECHANIC.

A) PER HOUR FOR MECHANIC-----\$_____ X 8 HOUR DAY = \$_____

B) TRAVEL TIME CHARGED TO UNIVERSITY (IF APPLICABLE)-----\$_____

PLEASE STATE IF TRIP TRAVEL TIME CHARGE QUOTED ON BID FORM IS AN HOURLY RATE CHARGED OR A ROUND TRIP CHARGE. IF HOURLY RATE CHARGE IS QUOTED, PLEASE STATE BELOW THE TRAVEL TIME FROM BIDDERS LOCATION TO NICHOLLS STATE UNIVERSITY.

ROUND TRIP TRAVEL CHARGE QUOTED? _____ YES, _____ NO. IF HOURLY CHARGE QUOTED, PLEASE STATE TRAVEL TIME BELOW.

TRAVEL TIME: _____ HOURS

NOTE: BID AWARD SHALL BE BASED ON AN EIGHT (8) HOUR DAY INCLUDING TRIP TRAVEL TIME CHARGED TO THE UNIVERSITY. HOURLY RATE X 8, PLUS TRIP TRAVEL TIME

RECEIPT OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED

NO._____, NO._____, NO._____, NO._____, NO._____, NO._____

LOUISIANA CONTRACTOR'S LICENSE NUMBER _____

BID SUBMITTED BY: _____
(please print or type name)

NAME OF FIRM: _____

ADDRESS: _____

PHONE No. _____

FAX No. _____

BID FORM
Nicholls State University
Thibodaux, LA
Chiller Service Contract

Page 4 of 5

SECTION IV. DUNN-BUSH RECIPROCATING AND SCREW CHILLERS

THE UNIVERSITY IS REQUESTING AN HOURLY RATE FOR A TRAINED MECHANIC TO PERFORM THE SERVICES ON DUNN-BUSH CHILLERS AS PER ATTACHED SPECIFICATIONS. THIS MECHANIC SHOULD BE TRAINED TO SERVICE THESE UNITS. MECHANIC SHALL HAVE COMPLETED DUNN-BUSH SERVICE TRAINING RECIPROCATING AND SCREW COMPRESSOR REPAIR COURSE. DOCUMENTATION SHOULD BE PROVIDED WITH BID RESPONSE. PARTS AND OIL SHALL BE FURNISHED BY THE UNIVERSITY WITH UNIVERSITY PERSONNEL HELPING THE MECHANIC.

A) PER HOUR FOR MECHANIC-----\$_____ X 8 HOUR DAY = \$_____

B) TRAVEL TIME CHARGED TO UNIVERSITY (IF APPLICABLE)-----\$_____

PLEASE STATE IF TRIP TRAVEL TIME CHARGE QUOTED ON BID FORM IS AN HOURLY RATE CHARGED OR A ROUND TRIP CHARGE. IF HOURLY RATE CHARGE IS QUOTED, PLEASE STATE BELOW THE TRAVEL TIME FROM BIDDERS LOCATION TO NICHOLLS STATE UNIVERSITY.

ROUND TRIP TRAVEL CHARGE QUOTED? _____ YES, _____ NO. IF HOURLY CHARGE QUOTED, PLEASE STATE TRAVEL TIME BELOW.

TRAVEL TIME: _____ HOURS

NOTE: BID AWARD SHALL BE BASED ON AN EIGHT (8) HOUR DAY INCLUDING TRIP TRAVEL TIME CHARGED TO THE UNIVERSITY. HOURLY RATE X 8, PLUS TRIP TRAVEL TIME

RECEIPT OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED

NO._____, NO._____, NO._____, NO._____, NO._____, NO._____

LOUISIANA CONTRACTOR'S LICENSE NUMBER _____

BID SUBMITTED BY: _____
(please print or type name)

NAME OF FIRM: _____

ADDRESS: _____

PHONE No. _____

FAX No. _____

BID FORM
Nicholls State University
Thibodaux, LA
Chiller Service Contract

Page 5 of 5

SECTION V. TRANE SCREW CHILLERS AND WORTHINGTON RECIPROCATING CHILLERS

THE UNIVERSITY IS REQUESTING AN HOURLY RATE FOR A TRAINED MECHANIC TO PERFORM THE SERVICES ON TRANE AND WORTHINGTON CHILLERS AS PER ATTACHED SPECIFICATIONS. THIS MECHANIC SHOULD BE TRAINED TO SERVICE THESE UNITS. MECHANIC SHALL HAVE COMPLETED TRANE SERVICE TRAINING SCREW COMPRESSOR REPAIR COURSE AND WORTHINGTON SERVICE TRAINING RECIPROCATING REPAIR COURSE. DOCUMENTATION SHOULD BE PROVIDED WITH BID RESPONSE. PARTS AND OIL SHALL BE FURNISHED BY THE UNIVERSITY WITH UNIVERSITY PERSONNEL HELPING THE MECHANIC.

A) PER HOUR FOR MECHANIC-----\$_____ X 8 HOUR DAY = \$_____

B) TRAVEL TIME CHARGED TO UNIVERSITY (IF APPLICABLE)-----\$_____

PLEASE STATE IF TRIP TRAVEL TIME CHARGE QUOTED ON BID FORM IS AN HOURLY RATE CHARGED OR A ROUND TRIP CHARGE. IF HOURLY RATE CHARGE IS QUOTED, PLEASE STATE BELOW THE TRAVEL TIME FROM BIDDERS LOCATION TO NICHOLLS STATE UNIVERSITY.

ROUND TRIP TRAVEL CHARGE QUOTED? _____ YES, _____ NO. IF HOURLY CHARGE QUOTED, PLEASE STATE TRAVEL TIME BELOW.

TRAVEL TIME: _____ HOURS

NOTE: BID AWARD SHALL BE BASED ON AN EIGHT (8) HOUR DAY INCLUDING TRIP TRAVEL TIME CHARGED TO THE UNIVERSITY. HOURLY RATE X 8, PLUS TRIP TRAVEL TIME

RECEIPT OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED

NO._____, NO._____, NO._____, NO._____, NO._____, NO._____

LOUISIANA CONTRACTOR'S LICENSE NUMBER _____

BID SUBMITTED BY: _____
(please print or type name)

NAME OF FIRM: _____

ADDRESS: _____

PHONE No. _____

FAX No. _____

CENTRIFUGAL CHILLERS CHECKLIST

BUILDINGS _____ DATE _____

MODEL NO. _____ S/N _____

- Check main starter and control panel.
- Leak Check.
- Inspect condenser tubes for fouling, clean as necessary.
- Meg compressor motor. L1 ____; L2 ____; L3 ____.
- Meg Oil pump motor. L1 ____; L2 ____; L3 ____.
- Analyze oil, change oil and filters if required.
- Check Operation of purge unit.
- Change oil in purge pump and oil separator.
- Clean purge drum and oil separator.
- Lubricate purge motor and check belt.
- Lubricate inlet valve linkage.
- Check oil pump heater operation.
- Check refrigerant and oil levels.
- Check purge oil heater.
- Check and test all operating and safety controls.
- Check auxiliary equipment operation.
- Check capacity control operation.
- Check dash pots.
- Verify chill water supply temperature 45 F.
- Check flow switch.
- Check differential pressure switch.
- Start unit and check operation conditions.
- Low pressure. _____
- High pressure. _____
- Oil Pressure. _____
- Purge drum pressure. _____

TECHNICIAN: _____

CENTRIFUGAL CHILLERS (continued)

BUILDINGS _____ DATE _____

MODEL NO. _____ S/N _____

() Voltage. L1 _____; L2 _____; L3 _____.

() AMPS. L1 _____; L2 _____; L3 _____.

() Chill water pump pressure/temp. In _____ Out _____

() Condenser pump pressure/temp. In _____ Out _____

() Check tower operations.

() Comments:

TECHNICIAN: _____

STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS

CHAPTER 6

INSURANCE AND INDEMNIFICATION

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of **A-:VI or higher**. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

A. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. 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 limit increased to a minimum of \$1,000,000. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

B. **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.

C. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The 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 the following automobile coverage classes:

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

Location of operations shall be "All Locations".

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

D. **Professional Liability**

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.

- E. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party 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. Upon failure of the Other Party 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 Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.

F. All Certificates of Insurance of the Other Party shall reflect the following:

- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
- 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
- 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.

G. The following Indemnification Agreement shall be a provision of the contract:

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, 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 Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers. The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

- H. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- I. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- J. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- K. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- L. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
 1. Payments to the Other Party may be withheld until the requirements have been met;
 2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
 3. The Agency may suspend, discontinue or terminate the contract.

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor 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 Contractor, 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 Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 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 and the Employers Liability limit increased to a minimum of \$1,000,000. 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, 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 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 Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects 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. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is 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 shall not be canceled, suspended, or voided by either party (the Contractor 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 policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor 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 Contractor 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 a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor 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 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 shall submit the declarations page and the 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 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 to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors 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 Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, 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 Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor 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 agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, 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 Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor 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 Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor 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.

EXHIBIT E
INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, 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

_____ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/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 State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/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.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for

Nicholls State University
State Agency Name

PURPOSE OF CONTRACT: _____

