

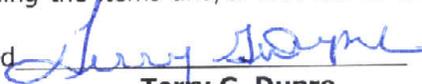
NICHOLLS STATE UNIVERSITY
PURCHASING DEPARTMENT
PO BOX 2052 University Station
104 Elkins Hall
Thibodaux, La 70310
Phone No. (985) 448-4038 - Fax No. (985) 448-4921
EO/AA Employer, M/F/H/V

BID NO. **SB01711**

Date: **06/28/2016**

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 07/19/2016**, 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

"Purchase of Electronic Pianos for Music Department Piano Lab".....

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

June 28, 2016

**PUBLIC NOTICE
INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. On, **July 19, 2016 at 3:00 P.M.** for:

"Bid Number SB01711 - Purchase of Electronic Pianos for Music Department Piano Lab";

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://wwwcfprd.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

Contract requires evidence of General Liability, Automobile Liability, and worker Compensation Coverage.

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: July 05, 2016

TO BE OPENED: July 19, 2016

STATE OF LOUISIANA
NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA
A Member of the University of Louisiana System

Rev. 08/2015

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University
Purchasing Department
P. O. Box 2052
Thibodaux, LA 70310

Delivery: Nicholls State University
Purchasing Department
906 East First Street
Room 104 Elkins Hall
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. *Please use blue ink when signing bid documents.* Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 2) **Sealed Envelope:** To assure consideration, all bids must be submitted in a sealed envelope. The Envelope must contain: THE BID NUMBER, THE CONTRACTORS LICENSE NUMBER (IF REQUIRED), THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.
- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) **Signature Authority: ATTENTION: .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You should indicate which of the following apply to the signer of this bid.**

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.

2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.

GENERAL CONDITIONS

Rev 08/2015

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **COMPLIANCE WITH CIVIL RIGHT LAWS:** By submitting and signing this bid, bidder agrees **The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.**

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract awarded as a result of this solicitation.
- 10) **SPECIAL ACCOMMODATION:** Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
- 11) **INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
- 12) **CERTIFICATION OF NO SUSPENSION OR DEBARMENT:** By signing and submitting any bid for \$25,000 or more, the bidder certifies 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 can be viewed via the internet at <https://www.sam.gov/index.html/#1>.

-General Conditions Continued-

13) FEDERAL CLAUSES, IF APPLICABLE: ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statues required in the Anti-Lobbying Act and the Debarment Act.

SPECIAL CONDITIONS

BID NUMBER: SB01710 BID OPENING: 06/28/2016

Rev 8/2015

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NOTICE TO BIDDERS:

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

-
A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within Louisiana where this product is produced, manufactured, grown or assembled: _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- 1) *The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.*
- 2) *The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.*
- 3) *In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.*

- B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the Unites States and which are equal in quality to other material, supplies, products, provisions, or equipment.**

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within the United States where this product is produced, manufactured, grown or assembled: _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- 1) *The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.*
- 2) *The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.*
- 3) *In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.*
- 4) *The vendor certifies that such items are manufactured in the United States.*

CONDITIONS OF PURCHASE

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

VENDOR INFORMATION SHEET

Please complete this page and the W9 form. The Vendor Information Sheet and W9 form should be completed by new and current vendors of the University and both completed documents should be submitted with bid response.

ORDER FROM NAME AND ADDRESS:

**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.**

Address Line 1

Address Line 2

Address Line 3

Telephone

FAX

E-Mail Contact Address

REMIT TO ADDRESS:

**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.**

Address Line 1

Address Line 2

Address Line 3

Telephone

FAX

E-Mail Contact Address

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following **seven** boxes:

Individual/sole proprietor or single member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____ (Requester's name and address (optional))

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> </tr> </table>												
OR												
Employer identification number												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> </tr> </table>												

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-1 (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct for you are waiting for a number to be issued,
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Specifications
Department of Music – Piano Lab Equipment
Nicholls State University
Thibodaux, LA
Page 1 of 8

**BID ITEM 1. Roland HP-504-CBC, or equal, Digital Piano Keyboard, with stand and bench.
Color – Contemporary Black. – Quantity 24 Each**

Minimum specifications:

Keyboard

- Keyboard - 88 keys (PHA-4 Premium Keyboard: with Escapement and Ivory Feel)
- Touch Sensitivity - Key Touch: 5 types, fixed touch
- Keyboard Mode – Whole, Dual (volume balance adjustable), Split (split point adjustable) and Twin Piano
- Pedals - Damper (Progressive Damper Action Pedal, capable of continuous detection) Soft (capable of continuous detection), Sostenuto (function assignable)

Sound Generator

- Piano Sound - SuperNATURAL Piano Sound
- MIDI Format - Conforms to GM2, GS, XGlite
- Max. Polyphony - 128 voices
- Tones - Grand Piano: 14 Tones, Upright Piano: 5 Tones, E.Piano: 10 Tones
Other: 321 Tones (including 8 drum sets, 1 SFX set)
- Temperament - 8 types, selectable temperament key
- Individual Note Voicing (adjustable in individual notes) - Stretched Tuning: -50.0 – +50.0 cent
Note Volume: -50 – 0, Note Character: -5 – +5
- Master Tuning - 415.3 – 466.2 Hz (adjustable in increments of 0.1 Hz)
- Transpose - Key Transpose: -6 – +5 (in semitones), Playback Transpose: -6 – +5 (in semitones, including audio files)
- Effects - Ambience (Off, 10 levels), Brilliance (21 levels)

Only for Piano Tones: - Damper Resonance (Off, 10 levels), String Resonance (Off, 10 levels)
Key Off Resonance (Off, 10 levels), Cabinet Resonance (Off, 10 levels), Dynamic
Harmonic (Off, 10 levels), Soundboard Behavior (Off, 10 levels)

Only for Organ Tones: - Rotary Speaker Effect (Slow/Fast)

Metronome

- Tempo - Quarter note = 10 – 500
- Beat - 2/2, 0/4, 2/4, 3/4, 4/4, 5/4, 6/4, 7/4, 3/8, 6/8, 9/8, 12/8
- Volume -11 levels

SMF Recorder

- Parts - 3 parts
- Save Song - Standard MIDI Files (Format 0)
- Note Storage - Approx. 30,000 notes

Specifications
Department of Music – Piano Lab Equipment
Nicholls State University
Thibodaux, LA
Page 2 of 8

BID ITEM 1 CONTINUED

- Control - Song Select, Play/Stop, Rec, Rewinding, Fast-forwarding, Top of song, Part Mute
Mute Volume, Tempo, Tempo Mute, All Songs Play, Count-in, Song Balance, AB Repeat
- Tempo - Quarter note = 10 – 500
- Resolution - 120 ticks per quarter note

Audio

- Playback - File Format: Audio File (WAV 44.1 kHz, 16-bit linear format)
- Recording - Keyboard, SMF data, File Format: Audio File (WAV 44.1 kHz, 16-bit linear format)
- Transpose - Playback Transpose: -6 – +5 (in semitones)
- Playback Speed - 75 – 125%
- Control - Song Select, Play/Stop, Rec, Rewinding, Fast-forwarding, Top of song, Playback Speed
All Songs Play, Song Balance, AB Repeat, Center Cancel

Internal Memory

- Save Song - Standard MIDI Files (Format 0)
- Songs - Max. 99 songs

External Memory

- External Storage - USB Flash Memory
- Playable Software - Standard MIDI Files (Format 0, 1), Roland Original Format (i-Format)
Audio File (WAV, 44.1 kHz, 16-bit linear format)
- Save Song - Standard MIDI Files (Format 0), Audio File (WAV, 44.1 kHz, 16-bit linear format)

Other

- Internal Songs - Piano Masterpieces: 77 songs, Selection: EU= 10 songs/ US= 18 songs/ Other=
10 songs, Hanon: 20 songs, Czerny #100: 100 songs
- Display - 16 segments x 4 and 8 characters LCD (with backlit)
- Language - English, Japanese (only Display)
- Music Rest - Tilt Adjustment: 3 levels
- Keyboard Lid - Slide type (with Classic Position)
- Other Functions - Wireless Connect (when using optional Wireless USB Adapter), Panel Lock
Auto Off, V-LINK, MIDI Visual Control
- Connectors - DC In jack, Input jack: Stereo miniature phone type, Output (L/Mono, R)
jacks: 1/4-inch phone type, USB COMPUTER port: USB Type B
USB MEMORY port: USB Type A, Phones jacks x 2: Stereo miniature
phone type, Stereo 1/4-inch phone type
- Rated Power Output - 12 W
- Volume Level (SPL), 106 dB
- Speakers - 12 cm (4-3/4 inches) x 2
- Headphones - Effects: Headphones 3D Ambience

Specifications
Department of Music – Piano Lab Equipment
Nicholls State University
Thibodaux, LA
Page 3 of 8

BID ITEM 1 CONTINUED

- Controls - Volume (with the speaker volume and the headphones volume automatically select function, with the volume limit function)
- Power Consumption - 8 W (5 – 32 W), 8 W: Average power consumption while piano is played with volume at center position, 5 W: Power consumption immediately after power-up; nothing being played, 32 W: Rated power consumption
- Accessories - Owner's manual, Assembly manual, Roland 60 Classical Piano Masterpieces, AC Adaptor, Power Cord (for AC Adaptor), Headphone hook
Screw set

Specifications
Department of Music – Piano Lab Equipment
Nicholls State University
Thibodaux, LA
Page 4 of 8

BID ITEM 2. Roland HPI-50E-RWC, or equal, Teacher Workstation Keyboard, Stand and Bench
Color – Rosewood Quantity 1 Each

Minimum specifications:

Keyboard

- Keyboard - 88 keys (PHA-4 Concert Keyboard: with Escapement and Ebony/Ivory Feel)
- Touch Sensitivity - Key Touch: 100 types, Fixed Touch, Hammer Response: Off, 10 levels
- Keyboard Mode – Whole, Dual (volume balance adjustable), Split (split point adjustable)
Twin Piano

Pedals

- Pedals - Damper (Progressive Damper Action Pedal, capable of continuous detection)
Soft (capable of continuous detection, function assignable), Sostenuto (function assignable)

Sound Generator

- Piano Sound - SuperNATURAL Piano Sound
- MIDI Format - Conforms to GM2, GS, XGLite
- Max. Polyphony - 128 voices
- Tones (Total 350 tones), Piano: 19 tones, E. Piano: 10 tones, Vibraphone: 6 tones, Strings: 11
Tones, Organ: 13 tones, Voice: 9 tones, Pad: 5 tones, Guitar/Bass: 6 tones, Winds: 6
tones, Drums: 9 tones (8 drum sets, 1 SFX set), GM2: 256 tones
- Temperament - 8 types, selectable temperament key
- Individual Note Voicing (adjustable in individual notes), Stretched Tuning: -50.0 – +50.0 cent
Note Volume: -50 – 0, Note Character: -5 – +5
- Master Tuning - 415.3 Hz – 466.2 Hz (adjustable in increments of 0.1 Hz)
- Transpose - Key Transpose: -6 – +6 (in semitones), Playback Transpose (including audio files): -
6 – +6 (in semitones)
- Effects - Ambience (0 – 10), Brilliance (0 – 10)

Only for piano tones (Piano Designer): - Open/close lid (7 levels), Hammer Response
(Off, 10 levels), Hammer Noise (5 levels), Damper Noise (Off, 10 levels), Damper
Resonance (Off, 10 levels), String Resonance (Off, 10 levels), Key Off Resonance (Off, 10
levels), Cabinet Resonance (Off, 10 levels), Duplex Scale (Off, 10 levels), Dynamic
Harmonic (Off, 10 levels), Soundboard Behavior (Off, 10 levels)

Only for organ tones: - Rotary Speaker Effect (Slow/Fast)

Metronome

- Tempo - Quarter note = 10 – 500
- Beat - 2/2, 0/4, 2/4, 3/4, 4/4, 5/4, 6/4, 7/4, 3/8, 6/8, 9/8, 12/8
- Volume - Off, 10 levels
- Pattern - 11 patterns
- Sound - 8 types

Specifications
Department of Music – Piano Lab Equipment
Nicholls State University
Thibodaux, LA
Page 5 of 8

BID ITEM 2 CONTINUED

SMF Recorder

- Tracks - 3 part
- Song Format - Standard MIDI Files (Format 0)
- Note Storage - Approx. 30,000 notes
- Recording Method - Replace, Mix
- Control - Song Select, Play/Stop, Rec, Rewinding, Fast-forwarding, Reset, Track Mute
Mute Volume, Tempo, Tempo Mute, All Songs Play, Count-in, Song Balance
AB Repeat
- Tempo - Quarter note = 10 – 500
- Resolution - 120 ticks per quarter note
- Edit – Copy, Insert, Delete, Erase, Part Exchange, Quantize, Transpose, Note Edit
PC Edit, Notation Mark, Key Signature, Beat Map

Audio

- Playback - File Format: Audio File (WAV 44.1 kHz, 16-bit linear format)
- Recording - Keyboard, SMF data, Audio from Input jack, File Format: Audio File (WAV 44.1 kHz,
16-bit linear format)
- Transpose - Playback Transpose (with Audio from Input jacks): -6 – +6 (in semitones)
- Tempo - Audio Playback Speed: 75 – 125 %
- Control - Song Select, Play/Stop, Rec, Rewinding, Fast-forwarding, Reset, Tempo
All Songs Play, Song Balance, AB Repeat, Center Cancel (with Audio from Input jacks)

DigiScore

- Score Display - Great Staff, G Clef, F Clef
- Mark - Notation Mark, Pitch Name, Lyrics, Chord, Finger Number
- Size - Small (32 measures), Medium (15 measures) Large (8 measures), With note names (2
measures)
- Resolution - 32nd note, 16th note
- Function - Auto Sync, Keyboard indication

Lesson Application

- Music Games – Wonderland, Flash Card, Twin Piano Game, Scroll Game
- Music Learning - DoReMi Course, Visual Lesson, Medal Collection, Finger Training
- Music Creation- Rhythm, 16 Part Recorder, Song Edit, Audio Convert

Rhythm

- Rhythm - 50 rhythms
- Control - Start/Stop, Intro/Ending, Sync Start, Fill-in, Leading Bass, Arranger On/Off, Tempo

Specifications
Department of Music – Piano Lab Equipment
Nicholls State University
Thibodaux, LA
Page 6 of 8

BID ITEM 2 CONTINUED

User Program

- Preset - 40 types
- Storage Quantity - Internal memory: Max. 99 sets, External memory: Max. 99 sets

Internal Memory

- Save Format - Standard MIDI Files (Format 0)
- Storage Quantity - Max. 100 songs

External Memory

- External Storage - USB Flash Memory
- Playable Song Format - Standard MIDI Files (Format 0, 1), Roland original format (i-Format)
Audio Files (WAV format, 44.1 kHz, 16-bit linear)
- Save Format - Standard MIDI Files (Format 0), Audio Files (WAV format, 44.1 kHz, 16-bit linear)

Other

- Internal Songs (Total US 436 songs, EU 436 songs, Other area 421 songs), Piano Masterpieces:
80 songs, Selection: US 40 songs, EU 40 songs, Other area 25 songs, Kids: 20 songs
Bayer: 106 songs, Burgmuller: 25 songs, Czerny 100: 100 songs, Czerny 30: 30 songs
Hanon: 20 songs, Invention: 15 songs
- Display - Graphic color LCD 1,280 x 800 dots (with a music rest)
- Language – English, French, German, Japanese, Spanish, Italian, Dutch
- Music Rest - with Display, Tilt Adjustment: 3 levels
- Keyboard Lid - Slide type (with Classic Position)
- Other Functions - Wireless Connect (when using optional Wireless USB Adapter), Panel Lock
Auto Off, V-LINK, MIDI Visual Control, Demo, Score BMP Export
- Connectors - DC In jack, Input jack: Stereo miniature phone type, Output (L/Mono, R) jacks: 1/4-
inch phone type, USB COMPUTER port: USB Type B, USB MEMORY port: USB Type A
Phones jacks (Stereo, with Twin Piano Individual Mode) x 2: Stereo miniature phone
type, Stereo 1/4-inch phone type
- Rated Power Output - 30 W x 2, 7 W x 2
- Volume Level (SPL) - 109 dB
- Speakers - Cabinet speakers: 12 cm (4-3/4 inches) x 2, Spatial/Nearfield speakers: 5 cm (2
inches) x 2
- Headphones - Effects: Headphones 3D Ambience
- Controls - Volume (Slider, with the speaker volume and the headphones volume automatically
select function, with the volume limit function), Power Consumption, 18 W (17 – 39 W)
18 W: Average power consumption while piano is played with volume at center position
17 W: Power consumption immediately after power-up; nothing being played
39 W: Rated power consumption

Specifications
Department of Music – Piano Lab Equipment
Nicholls State University
Thibodaux, LA
Page 7 of 8

BID ITEM 2 CONTINUED

Accessories - Owner's manual, Assembly manual, AC Adaptor, Power Cord (for AC Adaptor)
Headphone hook, Music rest Screw set

BID ITEM 3. Roland GLC-1C, or equal, Group-learning controller for music conferencing system
Quantity 1 Each

Minimum specifications:

- Comprehensive stand-alone conferencing system; represents the next generation in music conferencing
- Eight-station stereo lab system expandable up to 48-stations with GLC-EXPKIT expansion kits
- Easy set up using supplied connectors, cables, and headsets
- Rack mountable hub controlled via the conference controller
- External audio output for monitoring and recording
- GLC-1 includes nine GLC-SB interface boxes and nine SB-45 headsets
- Broadcast an external audio source (e.g. CD player, computer, Music Tutor, etc.) using CD input or AUX input; record lectures and performances on an external audio recorder (e.g. CD, hard disk, computer, etc.) using MON output
- Audio input for external source playback

BID ITEM 4. Roland GLC-EXPKITC, or equal, Expansion package for 8 additional students each
Quantity 2 Each

Minimum specifications:

- One (1x) eight-student expansion card
- Eight (8x) GLC-SB student connector boxes
- Eight (8x) cables
- Eight (8x) SB-45 headsets

BID ITEM 5. Roland SB-45, or equal, External; headphone with microphone
Quantity 25 each

Minimum specifications:

- Should deliver premium sound at all volume levels
- Frequency response of 18Hz-20,000Hz for full-range sound
- Large, closed ear cups should be provided that surround the ear for maximum isolation so wearer can stay focused
- Soft, leatherette ear cushions should be supplied to envelope the wearers ears without creating pressure
- Plastic headband should be provided that can stand up to the rigors of daily wear and tear

Specifications
Department of Music – Piano Lab Equipment
Nicholls State University
Thibodaux, LA
Page 8 of 8

- BID ITEM 6.** Roland GLC-SB, or equal, Student Connector Box for the GLC-1 conferencing system
Quantity 25 Each
- BID ITEM 7.** Delivery Cost – Delivery cost for all items to be shipped and delivered to Nicholls State University
- BID ITEM 8.** Lab Configuration and assembly cost – provide a net lump sum cost to provide all labor, tools, materials, and equipment for lab configuration, labor to un-crate items, assemble items and components, set items and components in place, and provide training.

ITEMS TO BE DELIVERED TO, AND INSTALLED IN MUSIC LAB CLASSROOM ON THE SECOND FLOOR OF TALBOT HALL ON THE CAMPUS OF NICHOLLS STATE UNIVERSITY.

ELEVATOR ACCESS IS AVAILABLE.

Insurance

The successful bidder shall be required to show proof of insurance for general liability, auto liability, and workers compensation as per the attached "Standardized Insurance Requirements for State of Louisiana Contracts." The successful bidder shall furnish the University with certificates of insurance affecting coverage required by this clause. The certificate for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on their behalf. The certificates shall be received and approved by the University before the contract begins. The University reserves the right to require complete, certified copies of all required insurance policies at any time. The certificates shall name Nicholls State University as an additional insured and grant a waiver of subrogation.

The insurance shall be placed with insurers with a Best's rating of A-VI or higher.

Products referred to by number and company name are for descriptive purposes only, and are used to describe the standard of quality, performance, and characteristics desired, and is not intended to restrict competition. However, if the bidder uses an equivalent product, the bidder should furnish with their bid response, detailed documentation and/or specifications of their items to be used in the evaluation of their product.

BID FORM
Department of Music – Piano Lab Equipment
Nicholls State University
Thibodaux, LA
Page 1 of 1

- BID ITEM 1. Roland HP-504-CBC, or equal, Digital Piano Keyboard, with stand and bench.
Color – Contemporary Black.
24 EACH @ \$ _____ EA = \$ _____ TOTAL
- BID ITEM 2. Roland HPI-50E-RWC, or equal, Teacher Workstation Keyboard, Stand and Bench
Color – Rosewood
1 EACH @ \$ _____ EA
- BID ITEM 3. Roland GLC-1C, or equal, Group-learning controller for music conferencing system
1 EACH @ \$ _____ EA
- BID ITEM 4. Roland GLC-EXPKITC, or equal, Expansion package for 8 additional students each
2 EACH @ \$ _____ EA = \$ _____ TOTAL
- BID ITEM 5. Roland SB-45, or equal, External; headphone with microphone
25 EACH @ \$ _____ EA = \$ _____ TOTAL
- BID ITEM 6. Roland GLC-SB, or equal, Student Connector Box for the GLC-1 conferencing system
25 EACH @ \$ _____ EA = \$ _____ TOTAL
- BID ITEM 7. Delivery Cost – Delivery cost for all items to be shipped and delivered to Nicholls State University
NET LUMP SUM TOTAL COST: \$ _____
- BID ITEM 8. Lab Configuration and assembly cost – provide a net lump sum cost to provide all labor, tools, materials, and equipment for lab configuration, labor to un-crate items, assemble items and components, set items and components in place, and provide training.
NET LUMP SUM TOTAL COST: \$ _____

TOTAL COST FOR ALL ITEMS – BID ITEMS 1 THROUGH 8 = \$ _____

THIS BID WILL BE AWARDED ON AN ALL OR NONE BASIS DUE TO NEED FOR COMPATIBILITY AND TOTAL AND COMPLETE SET UP OF LAB

BID SUBMITTED BY: _____ NAME OF FIRM: _____

TELEPHONE: _____ EMAIL _____

Acknowledgement of Addenda Issued _____, _____, _____
Bidder should acknowledge addenda issued for this solicitation. Failure to acknowledge addenda issued may be cause for bid not to be considered.

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: _____

