| INVITATION TO BID | | BID DUE DATE AND TIME |
|---|---|---|
| BOARD OF SUPERVISORS OF<br>LOUISIANA STATE UNIVERSITY<br>AND AGRICULTURAL & MECHANICAL COLLEGE | LSU | 11/10/2016 11:00 AM CT |

**SOLICITATION** RFQ-0000000086

**SUPPLIER #**

**SUPPLIER NAME AND ADDRESS**

**RETURN BID TO**

Louisiana State University and Agricultural and Mechanical College
Procurement
213 Thomas Boyd Hall
Baton Rouge, LA 70803

**Buyer** Holly Bofinger Leonards
**Buyer Phone** +1 (225) 578-6482 x6482
**Buyer Email** hollyl@lsu.edu
**Issue Date** 10/20/2016

TITLE: Open Jet/Wind Tunnel Equipment

**To Be Completed By Supplier**

1. _____"No Bid" (sign and return this page only).
2. _____My Company does not wish to receive future solicitations for this spend category.
3. Specify your Delivery: To be made within _____ days after receipt of order.
4. If applicable, Supplier's Addendum Acknowledgement/Response:
   As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and
   _____submit no alterations/clarifications to our original bid.
   _____submit superseding revisions/clarifications to our original bid as written herein or attached hereto.

**General Instructions to Suppliers**

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time.
2. Read the entire solicitation, including all terms, conditions and specifications.
3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier.
4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.
5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.
6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

| SUPPLIER NAME | MAILING ADDRESS |
|---|---|
| AUTHORIZED SIGNATURE | CITY, STATE ZIP |
| PRINTED NAME | PHONE # |
| TITLE | FAX # |
| E-MAIL | FEDERAL TAX ID # |

These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

1. **Supplier Enrollment**
   Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email suppliers@lsu.edu. The supplier enrollment form can be located at: http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php
2. **Bid Delivery and Receipt**
   Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submited in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.
   Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.
3. **Bid Forms**
   Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted.
4. **Interpretation of Solicitation/Supplier Inquiries**
   If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.
   No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.
5. **Bid Addenda**
   Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.
6. **Bid Opening**
   Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.
7. **Special Accommodations**
   Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Procurement 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.

**8. Standards of Quality**

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Supplier must 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 product specified in the solicitation.

**9. New Products/Warranty/Patents**

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Supplier guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

**10. Descriptive Information**

Suppliers proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

**11. Bids/Prices/F.O.B. Point**

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Suppliers who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item or grouped basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

**12. Taxes**

Supplier is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly accessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

**13. Terms and Conditions**

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.

**14. Supplier Forms/LSU Signature Authority**

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any supplier contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any supplier forms. Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

**15. Awards**

Award will be made to the lowest responsible and responsive supplier. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

**16. Acceptance of Bid**
Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for goods delivered or services rendered without an official purchase order/contract or award letter. Bid tabulations may be requested after acceptance of bid.

**17. Applicable Law**
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**18. Awarded Products/Unauthorized Substitutions**
Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.

**19. Testing/Rejected Goods**
Supplier warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.

**20. Delivery**
Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

**21. Default of Supplier**
Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.

**22. Supplier Invoices**
Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable.

**23. Delinquent Payment Penalties**
Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

**24. Assignment of Contract/Contract Proceeds**
Supplier shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

**25. Right to Piggyback**
Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Vendor shall honor all such purchase orders.

**26. Contract Cancellation**
LSU has the right to cancel any contract for cause, in accordance with procurement rules and regulations, including but not limited to: (1) failure 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 supplier; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.

**27. Prohibited Contractual Arrangements**
Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

**28. Equal Employment Opportunity Compliance**

By submitting and signing this bid, supplier agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal 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 Act of 1975; the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by supplier, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

**29. Mutual Indemnification**

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

**30. Certification of No Suspension or Debarment**

By signing and submitting this bid, supplier certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

**31. Right to Audit**

The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.

SOLICITATION RFQ-0000000086 DUE DATE 11/10/2016 DUE TIME 11:00:00 AM

Please see attached for specifications, additional terms and conditions, indemnification and insurance requirements.

SOLICITATION RFQ-0000000086 DUE DATE 11/10/2016 DUE TIME 11:00:00 AM

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|
| | **UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO:**<br>**Louisiana State University**<br>**3506 Patrick F. Taylor Hall**<br>**Baton Rouge, LA 70803** | | | | |
| 1 | All or None<br>**Open Jet/Wind Tunnel Equipment per the attached specifications**<br>Specify Manufacturer / Brand Bid: _____<br>Specify Model / Number Bid: _____ | 1 | Lot | $_____ | $_____ |

# Open-Jet/Wind Tunnel Equipment
# Specifications

**Description:**

This equipment is required for generating wind flow for aerodynamic testing. The following are more details about the system requirements:

**Fan/Motor Units**

- Four total axial flow fan/motor units.
- Each unit must have a minimum capacity of 80,000 CFM with a minimum static pressure of 5 inwg.
- Two fan/motor units will be floor mounted. Provide provisions to bolt to a concrete slab. The other two fan/motor units are to mount on top of the first two units. This will form a 2x2 arrangement of fan/motor units. Provide provisions for all four fans to mount together with the top fans mounted to the bottom fans.

**Electrical**

Provide a remote mounted, variable speed drive (VFD) for each fan/motor unit to permit running the fans at variable speeds. Four total VFDs will be required (one for each fan/motor unit). Each fan/motor unit and associated VFD shall be capable of starting the fans individually or together and ramping up to full speed. When starting all fans together, the VFD and fan unit combination shall be capable of being started so that the total motor current of the four fan/motor units together never exceeds the total motor nameplate full load amps (FLA) of the four fan motors added together while still having sufficient starting torque to start and ramp the fans properly up to speed.

Fan Motors:

- Baldor Electric Company or equal
- 460V, 3 phase, 60 Hz, induction type, horsepower as required
- TEAO enclosure
- NEMA Design Code B, kVA Code G max
- Service Factor of 1.15 minimum
- 40 deg C ambient continuous duty rating
- Inverter duty rated and suitable for use with the VFD provided

Variable Speed Drives:

- Yaskawa model P1000 or equal
- One VFD per fan motor (four total)
- 480V, 60 Hz, 3 phase input power
- 35,000 AIC overall fault rating

- Rated to operate the fan motor provided (460V, 3 phase) for the hp and FLA of the fan motor controlled
- Input circuit breaker
- Door mounted HOA switch
- Motor electronic thermal overload protection relay
- Overload, overvoltage, undervoltage, ground fault, stall prevention, heatsink overheat, and momentary overcurrent protection
- Utilize the latest generation of IGBT power modules
- Real time battery backed clock
- User friendly configuration tools including unit mounted LCD display, application presets, and a USB copy capability allowing portable transfer from office PC to the drive through a USB connection
- Average mean time between failure (MTBF) of 28 years minimum
- Overload tolerance of 120% of rated output current for 60 sec.
- Adjustable carrier frequency of 2 to 10 kHz
- Allowable Voltage fluctuation of -15% to +10%
- Allowable frequency fluctuation of +/-5%
- Cooling fan
- DC link choke
- Control method of V/f
- Frequency control range of 0.01 to 400 hz
- Frequency accuracy of +/- 0.01% of max output frequency for digital input and +/-0.1% of max output frequency for analog input
- Frequency setting resolution of of 0.01 Hz for digital inputs and 1/2048 of max out freq for analog inputs
- Output frequency resolution of 0.001 Hz
- Frequency setting methods of 0 to +10V, 4 to 20 mA, pulse train input, network communications, and keypad
- Starting torque of V/f 150% at 3 Hz
- Speed Control Range of V/f 1:40
- Dymamic Noise Control
- Ambient temp of -10 to +40C at 95% RH or less (no condensation)
- Built in DC link reactor to provide equivalent 3% equivalent line reactance to reduce line harmonics
- AC line reactor, 3.0% nominal (6.0% total impedance when including the DC link reactor) to reduce line harmonics
- Integrated 12 pulse diode bridge with an external phase shifting transformer to reduce harmonics reflected back on the input power line
- USB interface cable for direct connection between the VFD and a computer and software to allow downloading the same configuration to multiple drives
- Modbus RTU network communications capability
- UL listed
- All components (except for phase shifting transformer) configured in a single Indoor NEMA 1 enclosure with a keypad viewing window

**General:**

- Pricing should include startup and checkout of the fans and VFD's by an authorized factory representative after installation and connection by others
- Pricing should include shipping – FOB Destination

# Additional Terms and Conditions

- ALL-OR-NONE AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.

- Sealed Bid Delivery Instructions and Advisory: To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted using the special bid return label if one was furnished for that purpose. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Your attention is also directed to Standard Terms & Conditions No. 1 - Bid Delivery and Receipt.

- If you're interested in submitting a bid please complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. To inquire if you or your company is setup of for questions regarding setup, email suppliers@lsu.edu. The supplier enrollment form can be located at: http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php

- Bid prices are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.

- LSU is a member of the National Association of Educational Procurement (NAEP) and the E & I Cooperative Purchasing Service.

- A preference, if applicable, may be allowed for products produced, manufactured, assembled, grown or harvested in Louisiana. Do you claim this preference? Yes _____ No _____. Note: Preferences shall not apply to service contracts. Is your Louisiana business workforce composed of a minimum of fifty percent Louisiana residents? Yes _____ No _____. Specify Item Number and location within Louisiana where the product is/was produced, manufactured, assembled, grown or harvested: _____ Note: This preference is not applicable for services.

- Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on all liability policies.

- Bidders must provide pricing information on the included price sheets in order to be considered for award. Bids that do not include completed price sheets will not be considered for award.

**BOARD OF SUPERVISORS**
**LOUISIANA STATE UNIVERSITY AND**
**AGRICULTURAL & MECHANICAL COLLEGE**
**Purchasing Office, 213 Thomas Boyd Hall**
**Baton Rouge, LA 70803-3001**

## INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be $1,000,000 when work is over water and involves maritime exposure.

COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse and Underground (XCU) Coverage.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

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

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 for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

Rev. 02/12/03

# LSU Indemnification Agreement and Insurance Verification

PROVIDER agrees to protect, defend, indemnify, save, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of PROVIDER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by PROVIDER 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 Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, its agents, representatives, and/or employees. PROVIDER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, its officers, agents, servants and employees, including volunteers (collectively "University") are to be covered as additional insureds on PROVIDER Commercial General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the PROVIDER including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this work or operations of PROVIDER, the PROVIDER'S insurance coverage shall be primary insurance as respects to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and its employees, officers, directors, and volunteers. Any insurance or self-insurance maintained by the University shall be excess of the PROVIDER'S insurance and shall not contribute with it.

Furthermore, PROVIDER hereby grants to the University a waiver of any right to subrogation, which any insurer of said PROVIDER (may acquire against the University by virtue of the payment of any loss under such insurance. PROVIDER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.

_____
Accepted by Company Name

_____
Signature

_____
Title

_____
Date Accepted

Is Certificate of Insurance attached? ___Yes ___No

Purpose of Contract, RFQ No., Purchase Order No.:

_____

_____

Rev. 09/15/2016