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. **SB01806**

Date: **05/12/2020**

INVITATION, BID AND ACCEPTANCE

INVITATION: Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on 06/02/2020** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed _____
Terry G. Dupre, Sr.
Director of Purchasing

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

DESCRIPTION

"Boiler Inspection and Repair Contract "

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 ACCORDANCE WITH R.S. 39:1556(53). YOUR SIGNATURE IDENTIFIES YOUR INTENT TO BE BOUND. FAILURE TO SIGN THIS PAGE AND INCLUDE IT WITH YOUR BID RESPONSE MAY RESULT IN YOUR BID NOT BEING CONSIDERED.**
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 (_____)_____

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_____

Nicholls State University

Purchasing Office
P. O. Box 2052 – Thibodaux, LA 70310
985.448.4038 – Fax: 985.448.4921

May 12, 2020

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, **June 2nd , 2020** at **3:00 P.M.** for:

"Bid Number 1806 Boiler Inspection and Repair Contract"

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, http://wwwprd1.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 specifications from Nicholls State University, call (985) 448-4038 or e-mail terry.dupre@nicholls.edu or evelyn.summers@nicholls.edu

Workers Compensation and Employers Liability required under this contract. Evidence of General Liability and Automobile Liability insurance required under this contract.

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing the bid should be shown on the bid.

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(B)(5) and/or R.S. 39:1594(C)(4).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA

Terry G. Dupre, Sr.

Terry G. Dupre, Sr.
Director of Purchasing, Property Control
and Support Services Administration

TO BE RUN: May 18, 2020
BID DUE: June 02, 2020

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 accordance with R.S. 39:1556(53) by an authorized representative of the bidding entity. 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; and (3) 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.

3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

4. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

8) **Addendums:** If an addendum is issued regarding the bid solicitation, it is the responsibility of the bidder, prior to submitting their bid, to periodically visit if any addendums were issued and posted to the State of Louisiana Purchasing Department LaPAC website.

9) **Bid Bonds: If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.**

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION:

BID BOND REQUIRED: _____ Yes ___X___ No

PERFORMANCE BOND REQUIRED: _____ YES ___X____ NO

PURCHASE WILL BE EXECUTED WITH: ___X___ Purchase Order Only

_____Purchase Order and Formal Two Party Contract

_____Formal Two Party Contract Only

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, 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.

13) <u>FEDERAL CLAUSES, IF APPLICABLE</u>: 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: SB01806 BID OPENING: 06/02/2020 **Rev 8/2015**

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

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 for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

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-T (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, *later.*

SPECIFICATIONS
Nicholls State University
Thibodaux, LA
Boiler Inspection and Repair Service Contract

I. SCOPE:

To provide a trained mechanic, all tools and equipment to service identified boilers located on campus.

Service to include an annual boiler inspection in which the applicable items on the attached check lists are to be completed and a form completed for each boiler. The inspections are to be started after January 01 and completed by June 30 of each year. Inspection to include at the cost of the contractor a combustion test to verify proper combustions and adjust as necessary using gas analyzer.

The University shall supply necessary parts if parts are required to be changed. The University Maintenance Department shall furnish all necessary help to work with this mechanic completing the inspection. Attached is the list of boilers to be serviced.

II. OTHER:

The initial work period shall be for a period of one year, beginning July 01, 2020 and ending June 30, 2021. At the option of the University and with the acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price and terms.

The total amount of work, at this time, is not expected to exceed $10,000.00/year. This is not to be construed as a guarantee. The University reserves the right to add or remove boilers to be serviced under this contract as needed.

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

Service must be satisfactory; otherwise, contract will be canceled upon written notice from the University thirty (30) days before discontinuance of service.

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

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

III. TERMINATION FOR CAUSE

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

SPECIFICATIONS
Nicholls State University
Thibodaux, LA
Boiler Inspection and Repair Service Contract

IV. TERMINATION FOR CONVIENENCE

The University may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

V. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

VI. SITE VISIT

A site visit may be scheduled by contacting Mr. Mike Robinson, Buildings Operations Manager, (985) 387-2050.

VIII. LOUISIANA CONTRACTORS LICENSE REQUIREMENTS

Contractor shall be a Louisiana licensed contractor with appropriate Mechanical Work Contractors License Certification, the Specialty Classification of Steam and Hot Water Heating in Buildings or Plants, or the Specialty Classification of Furnaces, Incinerators, Refractory, Heat Exchangers due to the estimated cost of the work under this contract to be in the amount of $10,000. Your Louisiana Contractors License Number Must be Listed on the outside of the envelope your bid is submitted in. Your bid will not be read if your contractor's license number is not stated on the outside of the bid envelope.

The successful bidder shall have qualified and trained personnel that are certified to inspect, service, and repair the boilers listed in this solicitation. The Bidder should provide evidence of such certification and training with the bid response.

VI. List of Buildings and Boiler Model Numbers:

Provided on Bid Attachment No. 1

BID FORM
Nicholls State University
Thibodaux, LA
Boiler Inspection Service Contract

THE UNIVERSITY IS REQUESTING AN HOURLY RATE FOR A TRAINED MECHANIC TO PERFORM THE SERVICES ON BOILERS AS PER ATTACHED SPECIFICATIONS. THIS MECHANIC SHOULD BE FAMILIAR WITH ALL TYPES OF UNITS. SHALL BE FURNISHED BY THE UNIVERSITY WITH UNIVERSITY PERSONNEL HELPING THE MECHANIC.

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

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

Total – A + B = $_____

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

ROUND TRIP TRAVEL CHARGE QUOTED? _____ YES, _____NO. IF HOURLY CHARGE QUOTED, PLEASE STATE TRAVEL TIME BELOW.

TRAVEL TIME: $_____ HOURS

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

RECEIPT OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED

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

LOUISIANA CONTRACTOR'S LICENSE NUMBER _____

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

NAME OF FIRM: _____

ADDRESS: _____

_____

PHONE No. _____

FAX No. _____

BOILER INSPECTION CHECKLIST - Fulton Boilers

BUILDINGS _____ DATE _____

MODEL NO. _____ S/N _____

( ) Inspect and change spark plug. University shall provide spark plug.

( ) Inspect and replace flapper valve along with the air and gas gaskets. University shall provide flapper valves and gaskets.

( ) Perform combustion test and verify proper combustion and adjust as necessary using gas analyzer.

( ) Lubricate where needed to ensure smooth motion of valves, modulation moor arms, gas and exhaust butterfly valves. Contractor to provide lubricant in rate.

( ) Remove and clean the low water cut off probe. Advise University if probe requires replacement. Replacement probe shall be provided by the University if required.

( ) Inspect the air intake and exhaust vent pipes for broken seals at the joints.

( ) Inspect the screens on the air intake and exhaust vent terminal and make sure they are free of dirt or any foreign matter which may block the terminals.

( ) On units utilizing flame rod, the flame rod should be changed. The University shall provide the flame rod.

( ) Check for any leaks in exhaust piping.

TECHNICIAN: _____

BOILER INSPECTION CHECKLIST - GBT Boiler

BUILDING _____ DATE _____

MODEL NO. _____ S/N _____

( ) Dust electrical controls carefully and starter contacts. Turn main disconnect switch off before attempting this work.

( ) Check all electrical contacts. Dirty contacts can be cleaned using normal procedures and standard cleaning solutions. Badly burned or pitted contacts should be replaced. The University shall supply contacts.

( ) Clean water strainers

( ) Check operation and alignment of circulation pump and motor. Align properly if out of alignment.

( ) Clean water traps and strainers in gas lines.

( ) Clean and adjust ignition and flame proving electrodes. Make sure that position of electrodes is correct.

( ) Check and clean air intake screens if necessary.

( ) Test relief valve by lifting hand lever with the boiler at operating pressure. (Be sure hot water is safely discharged to the proper place so that neither personnel, electrical equipment, or other components are endangered.) This test to help keep the valve free of scale.

( )Remove safety relief valves for inspection and test. Repair or replace as required. University shall provide parts.

( )Inspect and clean all electrodes. Replace if necessary. University shall provide parts.

( )Check all electric motors and circuits.

( )Examine water pumps and lines.

( ) Examine burner and controls. Check all safety controls such as the limit controls and low water cutoffs to be sure they work under operating conditions.

( )Check the boiler tubs. Remove heat extractors and clean the tubes with a flue brush, then vacuum.

( ) Lubricate where needed to ensure smooth motion of valves, modulation moor arms, gas and exhaust butterfly valves. Contractor to provide lubricant in rate.

( ) Remove and clean the low water cut off probe. Advise University if probe requires replacement. Replacement probe shall be provided by the University if required.

( ) Inspect the air intake and exhaust vent pipes for broken seals at the joints.

( ) Inspect the screens on the air intake and exhaust vent terminal and make sure they are free of dirt or any foreign matter which may block the terminals.

( ) On units utilizing flame rod, the flame rod should be changed. The University shall provide the flame rod.

( )Check for any leaks in exhaust piping.

TECHNICIAN: _____

BOILER INSPECTION CHECKLIST - Lochinvar

BUILDINGS _____ DATE _____

MODEL NO. _____ S/N _____

( ) Inspect electrical connections

( ) Inspect conditions of contactors.

( ) Inspect Heating elements

( ) Check all wiring through the boiler.

( ) Clean water traps and strainers in gas lines.

( ) Clean and adjust ignition and flame proving electrodes. Make sure that position of electrodes is correct.

( ) Check and clean air intake screens if necessary.

( ) Test relief valve by lifting hand lever with the boiler at operating pressure. (Be sure hot water is safely discharged to the proper place so that neither personnel, electrical equipment, or other components are endangered.) This test to help keep the valve free of scale.

( ) Remove safety relief valves for inspection and test. Repair or replace as required. University shall provide parts.

( ) Inspect and clean all electrodes. Replace if necessary. University shall provide parts.

( ) Check all electric motors and circuits.

( ) Examine water pumps and lines.

( ) Examine burner and controls. Check all safety controls such as the limit controls and low water cutoffs to be sure they work under operating conditions.

( ) Check the boiler tubs. Remove heat extractors and clean the tubes with a flue brush, then vacuum.

( ) Lubricate where needed to ensure smooth motion of valves, modulation moor arms, gas and exhaust butterfly valves. Contractor to provide lubricant in rate.

( ) Remove and clean the low water cut off probe. Advise University if probe requires replacement. Replacement probe shall be provided by the University if required.

( ) Inspect the air intake and exhaust vent pipes for broken seals at the joints.

( ) Inspect the screens on the air intake and exhaust vent terminal and make sure they are free of dirt or any foreign matter which may block the terminals.

( ) On units utilizing flame rod, the flame rod should be changed. The University shall provide the flame rod.

( ) Check for any leaks in exhaust piping.

TECHNICIAN: _____

BOILER INSPECTION CHECKLIST - Aerco Benchmark Boiler

BUILDINGS _____ DATE _____

MODEL NO. _____ S/N _____

( ) Inspect ignitor-injector

( ) Inspect Flame Detector

( ) Inspect Combustion Calibration

( ) Inspect Burner

( ) Inspect condensate drain trap

( )Inspect the air intake and exhaust vent pipes for broken seals at the joints.

( ) Inspect the screens on the air intake and exhaust vent terminal and make sure they are free of dirt or any foreign matter which may block the terminals.

( ) On units utilizing flame rad, the flame rod should be changed. The University shall provide the flame rod.

( )Check for any leaks in exhaust piping.

( )Lubricate where needed to ensure smooth motion of valves, modulation moor arms, gas and exhaust butterfly valves. Contractor to provide lubricant in rate.

( ) Remove and clean the low water cut off probe. Advise University if probe requires replacement. Replacement probe shall be provided by the University if required.

( )Inspect the air intake and exhaust vent pipes for broken seals at the joints.

( ) Inspect the screens on the air intake and exhaust vent terminal and make sure they are free of dirt or any foreign matter which may block the terminals.

( ) On units utilizing flame rod, the flame rod should be changed. The University shall provide the flame rod.

( )Check for any leaks in exhaust piping.

TECHNICIAN: _____

Boiler Inspection Checklist 2020			
Building	**Type**	**Boiler #**	**Model No.**
Rec Center	Fulton	1	PHW2000
Rec Center	Fulton	2	PHW2000
Beauregard	Fulton	1	PHW2000
Beauregard	Fulton	3	PHW2000
Gouaux	Aerco Benchmark	1	BMK 1.5
Ellender Dorm	GBT	1	C-50-W
Ellender Dorm	RayPack	2	WH1-1504
Ellender Dorm	RayPack	1	WH1-1504
Zeringue	Lochinvar		PFN1002PM
Zeringue	Lochinvar		PFN1002PM
Millet	Lochinvar	1	PFN1002PM
Millet	Lochinvar	2	PFN1002PM
Scholars	Lochinvar	1	PFN1002PM
Scholars	Lochinvar		PFN1002PM
Stopher Gym	Rite	1	63W
Stopher Gym	Neo Therm Laars	2	NTV750NJX2
Stopher Gym	Neo Therm Laars	3	NTV750NJX2
Brady Hall	Rite	2	105W
Culinary	Aerco Benchmark	1	BMK1500
Culinary	Aerco Benchmark	2	BMK1500
Peltier	Cleaver Brooks	1	FLX700
Peltier	Cleaver Brooks	2	FLX700
Galliano Hall	RayPack	1	H3-2500
Otto Candies	Rite	1	250W
Picciola	Rite	1	63
Shaver Gym	RBI	2	2000-2-NG
Shaver Gym	RayPack	1	W2-0624
Powell-White	Rite	1	150W
Lindsley	Rite	1	63W
Polk	Rite	1	120W
Barker	Rite	1	105W
Talbot	Ajax	1	WNG900

Talbot	Ajax	2	WNG900
Betsy Ayo Hall	Ajax	1	WNG1750
Betsy Ayo Hall	Ajax	2	WNG1750
Bollinger Hall	Weil-McLain	1	LGB-17
Bollinger Hall	Ajax	2	WGB2250

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/Lesse}, 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: _____

_____

_____

_____

_____