



Nicholls State University

INVITATION TO BID

Bid Number: SB01929

DATE: 10/12/2026

TITLE: Procurement of High-Fidelity Nursing Lab Simulation Equipment, Mannequins, Software, & On-Site Installation

**SUBMIT BID TO: Nicholls State University
Purchasing Department**
bids@nicholls.edu

To maintain the integrity of the bid process, please **do not cc** any other University email address when submitting your bid.

Purchasing Department Contacts:
Terry Dupre (985-448-4031)
terry.dupre@nicholls.edu, OR

BID SCHEDULE:

1. DUE DATE/TIME (email only): 10/27/2026 3:00PM

2. BID OPENING (Zoom): <https://nicholls-edu.zoom.us/j/81810776353?pwd=rN38QKIdc0TuOtxEH0xOJJaynsXYoOv.1>

MEETING ID: 818 1077 6353

PASSWORD: 964658

General Instructions to Bidders

1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing Nicholls State University Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays.
3. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be:
 - (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or
 - (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or
 - (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
4. When bid is submitted by email, **the subject line must show the Solicitation/File No.** and submission must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Nicholls State University Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the Nicholls State University purchase order are subject to rejection and non-payment.
8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

10. MANDATORY bid requirements are detailed immediately following the Standard Terms & Conditions section.
11. Quantities listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to increase or reduce quantity as needed if in the best interest of the University.
12. 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

ADVERTISEMENT

October 12, 2026

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received electronically by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, **10/27/2026** at **3:00 P.M.** for: **"Bid Number SB01929—Procurement of High-Fidelity Nursing Lab Simulation Equipment, Mannequins, Software, & On-Site Installation"**

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) 448-4031 or e-mail terry.dupre@nicholls.edu.

Bids must be returned to the Purchasing Office at bids.nicholls.edu by the due date and time referenced. Bids must be submitted on the forms 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.

Evidence of Insurance Required for Workers Compensation and Employers Liability required, General Liability and Automobile Liability insurance.

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.
Director of Purchasing, Property Control
and Support Services Administration

TO APPEAR: 10/15/2026
BID DUE: 10/27/2026

STANDARD TERMS & CONDITIONS INVITATION TO BID

These standard terms and conditions shall apply to all Nicholls State University 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 Bidders 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 Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. **Bid Delivery and Receipt:** To be considered, Bidders may submit bids electronically to bids@nicholls.edu When bid is submitted by email, **the subject line must show the Solicitation/File No.** and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. 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.

2. **Bid Forms:** Bids are to be submitted on and in accordance with the Nicholls State University solicitation forms provided, and must be signed by an authorized agent of the vendor. 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 Bidder's intent to be bound will not be accepted.
3. **Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Nicholls State University Purchasing Contact at the email address on page 1 of this solicitation. Written inquiries must be received in the Nicholls State University Purchasing Department no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any Nicholls State University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Nicholls State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the State of Louisiana Purchasing Department LaPAC website, or contact the Nicholls State University Purchasing Department, to identify if any addendums were issued. Nicholls State University shall not be responsible for any other interpretations or assumptions made by Bidder.

4. **Bid Opening:** In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. 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. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Nicholls State University Purchasing Contact at the email address shown in header.
5. **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 Nicholls State University Purchasing Department 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.
6. **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. Bidder 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.
7. **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 Nicholls State University and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder 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 Nicholls State University harmless.

- 8. Descriptive Information:** If the bid documents state “or Equal”, Bidders proposing an equivalent brand or model should submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for Nicholls State University to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer’s published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder should state in what respect items deviate. Bidder’s failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.
- 9. Bids/Prices/F.O.B. Point**
- The bid price for each item is to be quoted on a “net” basis and F.O.B. Nicholls State University Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
 - Bids other than F.O.B. Nicholls State University 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.
 - Bidders 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 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/package specified (e.g. each, 12/box, etc), or may be rejected.
 - In the event of extension errors, the unit price bid shall prevail.
- 13. Taxes:** Vendor is responsible for including all applicable taxes in the bid price. Nicholls State University 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 assessed 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.
- 11. 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, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.
- 12. Vendor Forms/ Nicholls State University Signature Authority:** The terms and conditions of the Nicholls State University solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.
- The University’s Director of Purchasing or Assistant Director of Purchasing are delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of Nicholls State University as a result of any award of the solicitation. Departments are expressly prohibited from signing any vendor forms.
- Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict Nicholls State University policy may face contract cancellation, suspension, and/or debarment.
- 13. Awards:** The intent to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder will be stated on the bid form. For bids with several items, Nicholls State University 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.
- 14. Acceptance of Bid:** Only the issuance of an official Nicholls State University purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University’s acceptance of a bid. Nicholls State University shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.
- 15. Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 16. Awarded Products/Unauthorized Substitutions:** Only those awarded brands and numbers stated in the Nicholls State University contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the

Nicholls State University Purchasing Department prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

- 17. Testing/Rejected Goods:** Vendor 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. Nicholls State University reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.
- 18. Delivery:** Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the Nicholls State University Purchasing Department of any unforeseen delays beyond its control. In such cases, Nicholls State University reserves the right to cancel the order and to make alternative arrangements to meet its needs.
- 19. Default of Vendor:** 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 vendor to be in default, Nicholls State University reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.
- 20. Vendor Invoices:** Invoices shall reference the Nicholls State University purchase order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.
- 21. Delinquent Payment Penalties:** Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom.
- 22. Assignment of Contract/Contract Proceeds:** Vendor 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 Nicholls State University Purchasing Department. 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 Nicholls State University in any dispute arising therefrom.
- 23. Contract Cancellation/Termination:** Nicholls State University has the right to cancel any contract for cause, in accordance with purchasing 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 vendor; (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.

Nicholls State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.
- 24. 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.
- 25. Equal Employment Opportunity Compliance:** By submitting and signing this bid, vendor 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. Vendor 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 vendor, 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.
- 26. Mutual Indemnification:** Each party hereto agrees to indemnify, defend, and hold the other, the State of Louisiana, any governing board, each party's 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.

- 27. Certification of No Suspension or Debarment:** By signing and submitting this bid, Bidder 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.
- 28. Substitution of Personnel :** If applicable, the University intends to include in any contract resulting from this ITB the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.
- 29. Insurance Requirements:** Please note insurance requirements section included in these bid specifications. **REQUIRED FOR THIS PROCUREMENT TRANSACTION - for** the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Nicholls State University as an additional insured, and grant a waiver of subrogation on all liability policies.
- 30. Nonperformance:** Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, Nicholls State University reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.
- 31. Official University Recognized Holidays:** The following is a list of officially recognized University Holidays:
- | | |
|------------------------|----------------------|
| New Year's Day | Juneteenth |
| Martin Luther King Day | July 4 th |
| Mardi Gras Day | Labor Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |

NOTE: The University has a fall break and a Spring Break. Each Break is approximately 4 Days Each.

- 32. No Smoking Campus:** The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.
- 33. Non-Exclusivity:** This agreement is non-exclusive and shall not in any way preclude Nicholls State University from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 34. Contract Amendments:** Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to the Nicholls State University Purchasing Department for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.
- Contract revisions shall be effective only upon approval by Nicholls State University Purchasing Department and issuance of a formal Nicholls State University Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.
- 35. Term of Contract :** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months, unless renewal terms are specified in the solicitation documents.

All terms of the solicitation shall be firm for the duration of Contract.

- 36. Notification of Fund Appropriation:** 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 appropriations for the year from exceeding revenues for that year or for any 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.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

37. Number of Bid Response Copies: Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.

38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL: In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

39. PRE-BID MEETING: N/A to this Solicitation

40. SITE VISIT/CONTACT INFORMATION: N/A, It is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact the Nicholls State University Purchasing Departments at the contacts listed on page 1. It is preferred to have a written record of the correspondence for each site visit request. Please do not contact us by phone to schedule a visit unless you do not receive a response to your email request after 48 hours.

41. PIGGY BACK CLAUSE: Nicholls State University is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the Nicholls State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or university and the awarded vendor. Nicholls State University shall not be responsible for any such purchases.

42. STATE OF LOUISIANA CONTRACTOR'S LICENSE REQUIREMENTS: If a Louisiana Contractor's License Number is Required for the items, work, or services to be performed under this solicitation, then it shall be stated in the bid advertisement that will appear in the Baton Rouge Advocate and the Lafourche Comet of Thibodaux, and it will be stated in the specifications provided with these bid documents.

NOTICE TO VENDORS

LOUISIANA'S HUDSON (SMALL ENTREPRENEURSHIP) AND VETERAN INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) and the Veteran Initiative (Veteran Small Entrepreneurship) are race and gender neutral goal-oriented programs which encourage State agencies to contract with and encourage contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships and certified veteran or service-connected disabled veteran owned small entrepreneurships as subcontractors in the performance of the contract. The primary intent of the programs are to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development (LED) to participate in contracting and procurement with the State.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State are encouraged to visit <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative> or <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/veteran-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the [LaGov Supplier Portal](#).

END OF SECTION

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. **CERTIFICATION STATEMENT:** The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.
2. **BID SHEET/FORM:** The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.
3. **CONTRACTOR QUALIFICATIONS: REFERENCE LETTERS** – The University reserves the right to verify contractor's qualifications regarding the bid response received, and to request references for verification purposes.
4. **CERTIFICATE OF INSURANCE:** If Insurance is required under this solicitation, it will be stated in the advertisement of the solicitation to appear in the Baton Rouge Advocate and the Daily Comet of Thibodaux, and in the specification provided with these bid documents. Bidder shall submit a certificate of insurance with bid submission or by provide the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates on the bid form enclosed.
5. **ILLUSTRATIVE MATERIALS:** Vendor bidding anything other than exact goods/services specified in these specifications should submit descriptive and illustrative literature with the bid for consideration of award. Failure to do so may be cause for rejection of bid.

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

bids@nicholls.edu

Be sure to include the solicitation number in the subject line.

Do not send your submission to any other University email address.

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

terry.dupre@nicholls.edu

Do not email bid submissions this address.

To contact Purchasing by phone: 985-448-4031

CAMPUS DELIVERIES

Please send samples or other associated documents when a hard copy is requested or deemed necessary. By

Mail – Nicholls State University

Purchasing Department

PO Box 2052

Thibodaux, LA 70310

By Courier Service: Nicholls State University

Purchasing Department

104 Elkins Hall

Thibodaux, LA 70301

DEFINITIONS

Agent - The University's representative in Purchasing Department who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with Nicholls State University to provide the items, services, or to perform the work as called for on these documents who is referred to as singular in number.

Owner –Nicholls State University.

IMPORTANT NOTES:

1. **VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.**
2. **ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY NICHOLLS STATE UNIVERSITY.**
3. **IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.**
4. **NICHOLLS STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.**
5. **QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.**
6. **THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.**
7. **BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.**
8. **FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.**
9. **TAX EXEMPTION: *Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.***

END OF SECTION

SB01929
Bid Specification Document
Procurement of High-Fidelity Nursing Simulation Equipment, Mannequins, Software,
& On-Site Installation
Page 1 of 8

1. Summary and Overview: This document establishes the detailed technical and operational specifications for high-fidelity nursing simulation mannequins, control laptops, site-wide simulation software licensing, and professional white-glove installation services for Nicholls State University.

The primary goal is to deploy tether less, full-body patient simulators capable of delivering realistic clinical training in patient care, assessment, medication administration, and emergency interventions. The acquisition includes Medium and African Descent skin tones, and a specialized Geriatric model to support specialized clinical scenarios in nursing education.

Equivalent Items shall not be accepted. The equipment listed in this specification must match existing Laerdal Equipment in Use for the Nursing Department Simulation Labs. The existing structure of the simulation lab encompasses the SimCapture / Enterprise for video recording, data collection, and video-assisted debriefing. Current equipment features fully native, plug-and-play integration with SimCapture to ensure real-time data sync during debriefs. Additionally, all hardware and manikins must run natively on LLEAP (Laerdal Learning Application Platform) without middle-layer translation software.

Item 1. Nursing Kelly Manikin (Light Skin Tone) – Non-SimPad Capable

Laerdal Item / Part Number: 300-20050

Quantity: 6 Each

Description: Full-body adult male manikin designed for foundational and advanced clinical patient care and skills training.

Technical & Functional Specifications:

- **Physical Characteristics & Dimensions:**
 - Full-body adult male manikin (Light skin tone).
 - Approx. Dimensions / Weight: 175 cm (69 in) L × 51 cm (20 in) W × 17 cm (7 in) H; weight approximately 24.5 kg (54 lbs.).
- **Airway & Patient Care Features:**
 - Head with anatomical landmarks, trachea, esophagus, and simulated lungs and stomach for procedural training.
 - Eye and ear irrigation (simulated), plus instillation of medication in eyes, ears, and nose (including nasal packing).
 - Mouth and denture care procedures.
 - Oral/nasal intubation, insertion, securing, and care of endotracheal tubes.
 - Tracheostomy care and tracheal suctioning.
 - NG tube insertion, care, medication administration, removal, gastric lavage, and gavage.
 - Subclavian, jejunostomy, and Hickman catheter openings (placement only).
 - Full range of motion for realistic patient handling and positioning.
 - Spread fingers and toes to enable bandaging exercises.
- **Injection Sites:** Subcutaneous and intramuscular injection capability at deltoid, bilateral thigh, gluteal, and ventrogluteal sites.
- **Vascular Access:**
 - Right Male Multi-Venous IV Training Arm with replaceable skin and infusible vein system.
PDF
 - Allows peripheral intravenous therapy, site care, and venipuncture at antecubital fossa and dorsum of the hand (accessible veins include median, basilic, and cephalic).

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Procurement of High-Fidelity Nursing Simulation Equipment, Mannequins, Software,
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- **Catheterization & Gastrointestinal Care:**
 - Interchangeable male and female genitalia for complete urinary catheterization.
 - Connects to internal urinary and colon reservoirs via urinary and anal connector valves.
 - Natural urinary resistance during catheterization; female genitalia to support vaginal douching and retains indwelling/straight catheters.
 - Interchangeable stomas depicting colostomy, ileostomy, and suprapubic cystostomy (colostomy irrigable and retains indwelling catheter).
 - Rectum with reservoir for enema procedures with fluid return.
- **Pulses & Circulation:** Manually generated carotid pulse.

Included Standard Accessories per Unit:

- 1 Adult Male Full-Body Manikin
- 1 Male Multi-Venous IV Training Arm (Right)
- 1 Male Genitalia & 1 Female Genitalia
- 3 Urinary Connector Valves
- 3 Anal Connector Valves
- 4 Clamps
- 1 100cc Slip Tip Syringe
- 1 Can Manikin Lubricant
- 1 Hospital Gown
- Directions for Use

Item 2. Nursing Kelly Manikin On-Site Installation

Laerdal Item / Part Number: 300-83050

Quantity: 5 Each

Description: Professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories including Laerdal supplied PC's . Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test. Full-body adult male manikin designed for foundational and advanced clinical patient care and skills training.

Item 3.Nursing Kelly Manikin (Medium Skin Tone) – Non-SimPad Capable

Laerdal Item / Part Number: 300-20050T

Quantity: 9

Description: Full-body adult male manikin designed for basic to advanced nursing care skills with a medium skin tone.

Technical & Functional Specifications:

- Identical technical, functional, anatomical, airway, IV arm, catheterization, and injection specifications as Part Number 300-20050, configured in **Medium (Tan) skin tone**.

Included Standard Accessories per Unit:

- 1 Adult Male Full-Body Manikin (Medium skin tone)
- 1 Male Multi-Venous IV Training Arm (Right)
- 1 Male Genitalia & 1 Female Genitalia
- 3 Urinary Connector Valves
- 3 Anal Connector Valves

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- 4 Clamps
- 1 100cc Slip Tip Syringe
- 1 Can Manikin Lubricant
- 1 Hospital Gown
- Directions for Use

Item 4. Nursing Anne Manikin (Dark Skin Tone) – Non-SimPad Capable

Laerdal Item / Part Number: 325-20050B

Quantity: 3

Description: Full-body adult female manikin designed for clinical skills training in patient care, blood pressure, and vascular access with a Dark skin tone.

Technical & Functional Specifications:

- **Physical Characteristics & Dimensions:**
 - Full-body adult female manikin (Dark skin tone).
 - Approx. Dimensions / Weight: 170 cm (66.9 in) L; weight approximately 31.75 kg (70 lbs.).
- **Airway & Patient Care Features:**
 - Anatomical landmarks, trachea, esophagus, simulated lungs, and stomach.
 - Oropharyngeal and nasopharyngeal airway insertion and suctioning.
 - Insertion, securing, and care of endotracheal tubes, tracheostomy care, and tracheal suctioning.
 - Eye/ear irrigation, nasal medication instillation, nasal packing, and oxygen delivery procedures.
 - NG tube insertion, care, medication administration, removal, gastric lavage, and gavage.
 - Subclavian, jejunostomy, and Hickman catheter openings (placement only).
 - Full range of motion for realistic patient handling and bandaging capabilities on fingers/toes.
- **Injection Sites:** Deltoid, dorsogluteal, and vastus lateralis intramuscular injection sites.
- **Vascular Access & Blood Pressure Training:**
 - Female Multi-Venous IV Training Arm (Left) with replaceable skin and infusible vein system for IV therapy, site care, and venipuncture.
 - Female Blood Pressure Training Arm (Right) complete with Blood Pressure Cuff for practice of auscultated and palpated blood pressure measurement.
- **Catheterization & Gastrointestinal Care:**
 - Interchangeable female and male genitalia for full urinary catheterization training.
 - Internal urinary and colon reservoirs connected via urinary and anal connector valves.
PDF
 - Female genitalia to allow vaginal douching and retains indwelling/straight catheters.
 - Stoma sites depicting colostomy, ileostomy, and suprapubic cystostomy (colostomy irrigable with indwelling catheter retention).
 - Enema administration with realistic fluid return.
- **Pulses:** Manually generated carotid pulse.

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Included Standard Accessories per Unit:

- 1 Adult Female Full-Body Manikin (Dark skin tone)
- 1 Female Multi-Venous IV Training Arm (Left)
- 1 Female Blood Pressure Training Arm (Right)
- 1 Blood Pressure Cuff
- 1 Male Genitalia & 1 Female Genitalia
- 3 Urinary Connector Valves
- 3 Anal Connector Valves
- 4 Clamps
- 1 100cc Slip Tip Syringe
- 1 Can Manikin Lubricant
- 1 Hospital Gown
- Directions for Use

Item 5. Nursing Anne Manikin (Dark Skin Tone) – Custom Technical Service

Laerdal Item / Part Number: 454-90350

Quantity: 1

Description: Custom technical day for field service engineer to complete installation for Nursing Anne and Nursing Kelly Non SimPad manikins

Item 6. Nursing Anne Manikin (Light Skin Tone) – Non-SimPad Capable

Laerdal Item / Part Number: 325-20050

Quantity: 9

Description: Full-body adult female manikin designed for comprehensive patient care skills training with a Light skin tone.

Technical & Functional Specifications:

- Identical technical, functional, anatomical, airway, IV arm, blood pressure training, catheterization, and injection specifications as Part Number 325-20050B, configured in **Light skin tone**.

Included Standard Accessories per Unit:

- 1 Adult Female Full-Body Manikin (Light skin tone)
- 1 Blood Pressure Cuff
- 1 Male Genitalia & 1 Female Genitalia
- 3 Urinary Connector Valves
- 3 Anal Connector Valves
- 4 Clamps
- 1 100cc Slip Tip Syringe
- 1 Can Manikin Lubricant
- 1 Hospital Gown
- Directions for Use

Item 7. Nursing Anne Manikin On-Site Installation

Laerdal Item / Part Number: 325-83050

Quantity: 5

Description: Professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories including Laerdal supplied PC's . Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test. Full-body adult male manikin designed for foundational and advanced clinical patient care and skills training.

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Procurement of High-Fidelity Nursing Simulation Equipment, Mannequins, Software,
& On-Site Installation
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Item 8. Nursing Anne Simulator Medium Skin Tone

Laerdal Item / Part Number: 320-05050

Quantity: 1

Description: High-Fidelity Patient Simulator Systems

- **Technical Specifications:**
 - **General Design:** Full-body female patient simulator in medium skin tone; fully wireless, tetherless, and self-contained with internal electrical and pneumatic power.
 - **Articulation & Movement:** Full articulation for realistic patient handling and transport; head flexes into chin-to-chest position; sits unassisted and bends at waist to tripod position; quick-dock legs to pelvis with integrated mechanical, electrical, and pneumatic connections.
 - **Airway & Ventilation:** Anatomically accurate airway featuring uvula, epiglottis, vocal cords, and esophagus; supports head-tilt/chin-lift, jaw thrust, Sellick's maneuver, oral/nasopharyngeal suctioning, and tracheostomy care/suctioning; compatible with endotracheal tubes, supraglottic airways (LMA, LTA, Combitube), CPAP, and oxygen delivery systems with visible chest rise.
 - **Breathing Features:** Spontaneous breathing synchronized with selectable respiratory rates (0–60 bpm); bilateral or unilateral chest rise; right mainstem intubation simulation; auscultation of normal and adventitious lung sounds.
 - **Circulation & Vascular Access:** Programmable ECG rhythms and heart sounds; bilateral measurement of non-invasive blood pressure (NIBP) via auscultation or palpation with variable Korotkoff sounds and auscultatory gap; palpable pulses including carotid, brachial, radial, femoral, and pedal; pre-ported bilateral IV arms for fluid administration; pre-placed central line port below clavicle; intramuscular (IM) injection sites (deltoid, gluteal, thigh) and subcutaneous injection sites.
 - **Gastrointestinal & Genitourinary:** Nasogastric (NG) tube insertion, measurement, lavage, and gavage with internal 500 mL stomach reservoir; peg/gastrostomy feeding port; four-quadrant bowel sound auscultation with independent volume control; interchangeable ostomy stomas (normal, dusky, infected); complete urinary catheterization capability with lifelike female genitalia.
 - **Ocular & Vocal:** Blinking eyes with adjustable rates; interchangeable pupils (normal, dilated, constricted); live vocal sounds and pre-recorded vocal sound library.
- **Included Components & Accessories:** Full-body manikin, brunette wig, pupil set, female genitalia, ostomy set, blood pressure cuff, lubricant spray, silicone dressings, subcutaneous injection pads, red simulated blood bottle, adult gown, user guide, and pre-installed Li-ion battery.

Item 9. Nursing Anne Simulator Medium Skin Tone Control Laptop System

Laerdal Item / Part Number: 400-10201

Quantity: 1

Description: For use with LLEAP, High Emotion Simulation, Ultrasound or Patient Monitor software.

- **Technical Specifications:**
 - **PC Platform:** High-performance PC laptop host platform optimized for simulation control.
 - **Software Compatibility:** Pre-configured to run LLEAP (Laerdal Learning Application Platform), High Emotion Simulation modules, Ultrasound simulation, and Patient Monitor simulation software.
 - **Connectivity:** Built-in wireless network interface to communicate seamlessly with wireless manikins and patient monitor displays.

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Bid Specification Document
Procurement of High-Fidelity Nursing Simulation Equipment, Mannequins, Software,
& On-Site Installation
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Item 10. Nursing Anne Simulator Medium Skin Tone On Site Installation

Laerdal Item / Part Number: 320-8350

Quantity: 1

Description: Professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories including Laerdal supplied PC's . Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test. Full-body adult male manikin designed for foundational and advanced clinical patient care and skills training.

Item 11. Nursing Anne Simulator African Descent Skin Tone

Laerdal Item / Part Number: 320-04150

Quantity: 1

Description: High-Fidelity Patient Simulator Systems

- **Technical Specifications:**
 - Identical in mechanical, physiological, electrical, and operational specifications to Item 1.1 (Part Number 320-05050).
 - Specifically configured with Dark / African Descent skin tone pigmentation for diverse clinical simulation training.
- **Included Components & Accessories:** Full-body manikin (Dark skin tone), wig, pupil set, female genitalia, ostomy set, blood pressure cuff, lubricant spray, silicone dressings, subcutaneous injection pads, red simulated blood bottle, adult gown, user guide, and pre-installed Li-ion battery.

Item 12. Nursing Anne Simulator African Descent Skin Tone Control Laptop System

Laerdal Item / Part Number: 400-10201

Quantity: 1

Description: For use with LLEAP, High Emotion Simulation, Ultrasound or Patient Monitor software.

- **Technical Specifications:**
 - **PC Platform:** High-performance PC laptop host platform optimized for simulation control.
 - **Software Compatibility:** Pre-configured to run LLEAP (Laerdal Learning Application Platform), High Emotion Simulation modules, Ultrasound simulation, and Patient Monitor simulation software.
 - **Connectivity:** Built-in wireless network interface to communicate seamlessly with wireless manikins and patient monitor displays.

Item 13. Nursing Anne Simulator African Decent Skin Tone on Site Installation

Laerdal Item / Part Number: 320-8350

Quantity: 1

Description: Professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories including Laerdal supplied PC's . Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test. Full-body adult male manikin designed for foundational and advanced clinical patient care and skills training.

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& On-Site Installation
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Item 14. Nursing Anne Simulator Geriatric Medium Skin Tone

Laerdal Item / Part Number: 322-05050

Quantity: 1

Description: High-Fidelity Patient Simulator Systems

- **Technical Specifications:**
 - **General Design:** Full-body geriatric patient simulator designed to represent an elderly patient profile for advanced geriatric nursing care.
 - **Anatomical & Age-Specific Features:** Includes specialized aged skin textures, aged foot skin (left and right), removable upper dentures for oral and denture care, and interchangeable aged male and female genitalia for full urinary catheterization training.
 - **Visual Pathology:** Specialized geriatric pupil set including cataract and arcus senilis representations alongside standard pupil sets.
 - **Physiological Capabilities:** Full airway, respiratory, cardiovascular, vascular access, and gastrointestinal functionalities matching the high-fidelity Nursing Anne Simulator platform.
- **Included Components & Accessories:** Full-body geriatric manikin skin, grey wig, standard brown pupil set, cataract/arcus senilis geriatric pupil set, aged female and male genitalia sets, aged left/right foot skin, aged upper teeth/dentures, ostomy set, blood pressure cuff, lubricant spray, silicone dressings, subcutaneous injection pads, red simulated blood bottle, adult gown, user guide, and internal power system.

Item 15. Nursing Anne Simulator Geriatric Medium Skin Tone Control Laptop System

Laerdal Item / Part Number: 400-10201

Quantity: 1

Description: For use with LLEAP, High Emotion Simulation, Ultrasound or Patient Monitor software.

- **Technical Specifications:**
 - **PC Platform:** High-performance PC laptop host platform optimized for simulation control.
 - **Software Compatibility:** Pre-configured to run LLEAP (Laerdal Learning Application Platform), High Emotion Simulation modules, Ultrasound simulation, and Patient Monitor simulation software.
 - **Connectivity:** Built-in wireless network interface to communicate seamlessly with wireless manikins and patient monitor displays.

Item 16. Nursing Anne Simulator Geriatric Medium Skin Tone on Site Installation

Laerdal Item / Part Number: 320-8350

Quantity: 1

Description: Professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories including Laerdal supplied PC's . Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test. Full-body adult male manikin designed for foundational and advanced clinical patient care and skills training.

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& On-Site Installation
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Item 17. Laerdal LLEAP Site License (2-10 Users)

Part Number: 400-02050

Quantity: 1

Technical Specifications:

- **Software License:** LLEAP (Laerdal Learning Application Platform) Site License accommodating 2 to 10 simulator connections/users.
- **Functionality:** Provides unified operator control interface across all connected Laerdal simulators; supports dynamic editing and creation of simulation scenarios; synchronized patient vital signs and physiological control; integrated event logging and debriefing support; compatibility with simulated patient monitors and Scenario Cloud content.

BID SUBMISSION CHECKLIST

_____ Certification statement w/original signature _____ Bid prices provided on the bid sheet(s) provided
_____ Certificate of Insurance* _____ Illustrative literature for items offered as equivalent

This form shall be signed and submitted with the bid response.

Bid Number SB01929— **Procurement of High-Fidelity Nursing Simulation Equipment, Mannequins, Software, & On-Site Installation**

BID SUBMISSION DEADLINE:

Bid submissions for this solicitation are **due on 10/27/2026 at 3:00PM CST** – must be received electronically at bids@nicholls.edu. There are no exceptions to this deadline.

BID OPENING:

The public bid opening will take place on **10/27/26 at 3:00PM CST** on Zoom, which is available for viewing by registering at <https://nicholls-edu.zoom.us/j/81810776353?pwd=rN38QKIdc0TuOtxEH0xOJJaynsXYoOv.1>

ZOOM MEETING ID: 818 1077 6353 **PASSWORD:** 964658

Opening of the bid submissions begins at five (5) minutes past the hour.

For further information about the bid or to view job/delivery site, prospective bidder is to email the Purchasing Staff Members Contact Information provided on page 1

BID SHEET (continued)

PAYMENT OF TAXES

Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for items, services, or work under this solicitation or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing materials to be procured under this solicitation.

ADDENDA ACKNOWLEDGEMENT(S)

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (if applicable):

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

FIRM NAME _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: Not Applicable ``

SIGNED BY (signature) _____

SIGNED BY (printed) _____

By submitting your bid, you are acknowledging that you understand and agree that your company is capable of supplying the products/services in the timeline you have provided for the price(s) submitted in your bid.

Nicholls State University reserves the right to reject any or all bids submitted.

CERTIFICATION STATEMENT:

Bid Number SB01929– Procurement of High-Fidelity Nursing Simulation Equipment, Mannequins, Software, & On-Site Installation

This form shall be signed and submitted with the bid response.

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address _____

B. Telephone Number with area code: (____) _____

C. Facsimile Number with area code: (____) _____

Bidder certifies that the above information is true and grants permission to the University to contact the above-named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
3. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
4. Bidder confirms that its bid will be considered valid until award is made.
5. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
6. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, 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 www.epls.gov.)
7. **FEDERAL CLAUSES, IF APPLICABLE: Should Federal Funds be utilized in this procurement transaction, the following clauses apply:**
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 Statutes required in the Anti- Lobbying Act and the Debarment Act.

Professional Job Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

Date: _____

SB01929
BID FORM
**Procurement of High-Fidelity Nursing Simulation Equipment, Mannequins, Software,
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Page 1 of 2

Item 1. Laerdal 300-20050 Nursing Kelly Manikin (Light Skin Tone)-Non SimPad Capable

6 each at \$_____ Each = \$_____ Total

Item 2. Laerdal 300-83050 Nursing Kelly Manikin On-Site Installation

5 each at \$_____ Each =\$_____ Total

Item 3: Laerdal 300-20050T Nursing Kelly (Medium Skin Tone) – Non-SimPad Capable

9 each at \$_____ Each = \$_____ Total

Item 4. Laerdal 325-20050B Nursing Anne Manikin (Dark Skin Tone) – Non-SimPad Capable

3 each at \$_____ Each = \$_____ Total

Item 5. Laerdal 454-90350 Nursing Anne Manikin (Dark Skin Tone) – Custom Technical Service

1 each at \$_____ Each

Item 6. Laerdal 325-20050 Nursing Anne Manikin (Light Skin Tone) – Non-SimPad Capable

9 ea. at \$_____ Each = \$_____ Total

Item 7. Laerdal 325-83050 Nursing Anne Manikin On-Site Installation

5 each at \$_____ Each =\$_____ Total

Item 8. Laerdal 320-05050 Nursing Anne Simulator Medium Skin Tone

1 ea. at \$_____ Each

Item 9. Laerdal 400-10201 Nursing Anne Simulator Medium Skin Tone Control Laptop System

1 ea. at \$_____ Each

Item 10 Laerdal 320-8350 Nursing Anne Simulator Medium Skin Tone On Site Installation

1 ea. at \$_____ Each

Item 11. Laerdal 320-04150 Nursing Anne Simulator African Descent Skin Tone

1 ea. at \$_____ Each

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BID FORM
**Procurement of High-Fidelity Nursing Simulation Equipment, Mannequins, Software,
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Item 12. Laerdal 400-10201 Nursing Anne African Descent Skin Tone Control Laptop System

1 ea. at \$ _____ Each

Item 13. Laerdal 320-8350 Nursing Anne Simulator African Descent Skin Tone On Site Installation

1 ea. at \$ _____ Each

Item 14. Laerdal 322-05050 Nursing Anne Simulator Geriatric Medium Skin Tone

1 ea. at \$ _____ Each

Item 15 Laerdal 400-10201 Nursing Anne Simulator Geriatric Medium Skin Tone Control Laptop System

1 ea. at \$ _____ Each

Item 16 Laerdal 320-8350 Nursing Anne Simulator Geriatric Medium Skin Tone On Site Installation

1 ea. at \$ _____ Each

Item 17 Laerdal 400-02050 LLEAP Site License 2-10 Users

1 ea. at \$ _____ Each

Item 18: Shipping and Handling all items

1 ea. at \$ _____ Each

TOTAL NET LUMP SUM – Items 1 through 18 \$ _____

THIS BID WILL BE AWARDED ON AN ALL OR NONE BASIS.

BID SUBMITTED BY: _____

(Print or Type Name)

NAME OF FIRM: _____

PHONE: _____

E-MAIL: _____

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	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. See also *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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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.

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2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

EXHIBIT E
INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for Nicholls State University
State Agency Name

PURPOSE OF CONTRACT: _____

