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. **SB01531**

Date: **May 21, 2010**

## 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 June 10, 2010** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed _____
**Terry G. Dupre**
**Director of Purchasing**

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

DESCRIPTION

**"Water Treatment Contract " as per the attached specifications".....**

**INSTRUCTIONS: YOUR BID IS TO BE MADE ON THE ATTACHED FORM AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE.** 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 inacted by the State Legislature and in effect at the time of issuance of the order**. 7. 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. FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED. 10. Additions for packing or other items not quoted will not be allowed.

**BIDDER SHALL 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_____ Signed_____

Address_____ Title_____

_____ Phone (_____)_____

Email_____ Fax (_____)_____

Date_____

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA

Accepted as to items numbered _____

_____

Signed_____

**Purchasing Office**

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

NICHOLLS
STATE UNIVERSITY

May 21, 2010

**PUBLIC NOTICE**
**INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. On, **June 10, 2010,** at **3:00 P.M.** for:

**"Bid Number SB01531 – Water Treatment 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://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specification from Nicholls State University, call (985) 448-4038 or e- mail terry.dupre@nicholls.edu or tanyeake.johnson@nicholls.edu

Evidence of General Liability Insurance, Workers Compensation Insurance, and Automobile Liability Insurance shall be required to be provided by the successful bidder.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

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

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

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA

Terry G. Dupre

TERRY G. DUPRE
Director of Purchasing

**TO BE RUN: May 27, 2010**

**TO BE OPENED: June 10, 2010**

# STATE OF LOUISIANA
# NICHOLLS STATE UNIVERSITY
# THIBODAUX, LOUISIANA

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<br>Purchasing Department<br>P. O. Box 2052<br>Thibodaux, LA 70310 | Delivery: | Nicholls State University<br>Purchasing Department<br>906 East First Street<br>Room 104 Elkins Hall<br>Thibodaux, LA 70301 |

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

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

## INSTRUCTIONS TO BIDDERS

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

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, 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: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.



-Continued-

# GENERAL CONDITIONS

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.

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) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

10) 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

PERFOMRANCE AND PAYMENT BONDS 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

A Member of the University of Louisiana System

Revised 04/10

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**NOTICE TO BIDDERS: ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.**

**********

## *SPECIAL CONDITIONS*

**BID NUMBER: SB01531 BID OPENING: June 10, 2010 at 3:00 PM**

In accordance with the Louisiana Revised Status 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

***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 item(s) does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than 10%***

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 that 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.***

## 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.

# NICHOLLS STATE UNIVERSITY
## Thibodaux, Louisiana
## WATER TREATMENT CONTRACT SPECIFICATIONS


## I. GENERAL

The Water Treatment Company will furnish all equipment and chemicals and provide the necessary monthly service for a Total Water Treatment Program. A single water treatment company shall be responsible for all products and services and be a recognized specialist in the field of industrial water treatment for a minimum of 5 years. The water treatment company shall have regional water analysis laboratories, research, and development facilities, plus technical service representatives must be familiar with plant operations. MSDS sheets must be provided on all chemicals. The chemical contractor chosen will be the company that reduces the operating cost of the facility including chemical, water and electrical and provides a program that will keep the University's equipment clean and treated.

## II. WATER TREATMENT CHEMICALS – CONDENSER SYSTEM

For towers listed on attached furnish one year's supply of the treatment chemicals for control of scale and corrosion in the open recirculating system. Provide two separate formulas for prevention of microbiological growth in the same system.

Condensing Water Systems shall be of a blend of all organic corrosion and deposit control agents to protect all metal surfaces against deposition and corrosion. A non-chromate, non-phosphate, non-zinc liquid shall be used as scale inhibitor and anti-foulant. It shall be a blend of organic phosphonate and synthetic Polyelectrolyte with molyabdate as a corrosion prohibitor.

Micro Biological Treatment will consist of alternating Monday/Friday "slugs" of oxidizing/non-oxidizing biocides such that micro-biological activity is controlled below 10 to the fourth power colony forming per ml. The oxidizing/non-oxidizing biocides will meet the following standards:

A. Non-oxidizing biocides must be EPA registered. Biocide must be either anionic or non-ionic. The non-oxidizing biocide shall be 1½ % isothiazolin Cationic biocides are not acceptable. Failure to comply with federal requirements concerning use or labeling of the biocides will result in contract cancellation.

B. Oxidizing biocides must be EPA registered utilizing chlorine or bromine as active ingredient. Only biocides approved for use in cooling towers may be used in these systems. Failure to comply with federal requirements will result in contract cancellation.

C. Dispersant shall be anionic acrylic polymers. (Sulfonated esters do not qualify as cooling water dispersants.)

D. Biocides must be compatible with scale and corrosion inhibitor.

Scale and corrosion inhibitor shall be a single formula consisting of no chemicals or other polluting ingredients that will not be accepted by a sanitary sewer.

Towers shall be maintained such that a maximum of 5 cycles. Water treatment contractor shall provide maximum and minimum levels of biocides and scale/corrosion inhibitors that shall be maintained.

Existing metering and control equipment shall be utilized. Supplemental equipment, if needed, will be supplied by Water Treatment Contractor, at no cost to owner and contractor will maintain and keep ownership. Equipment must be compatible with existing metering and control equipment.

The Contractor shall perform a separate biological analysis for each open Condenser Water System for Legionnaires Disease on a yearly basis. Analysis is to be performed by independent laboratory. Submit name and address of laboratory with bid.

## III. WATER TREATMENT CHEMICALS–CLOSED RECIRCULATING SYSTEMS

Furnish one year's supply of a nitrate for scale and corrosion protection of hot and cold closed recirculating systems for buildings listed on attached. A specific corrosion inhibitor for admiralty and brass shall be included. Formulation shall not contain any ingredients which are harmful to system materials of construction. Formulation must be in liquid form. The following treatment levels shall be maintained in the hot and cold water building closed recirculating systems:

Cold 600 - 800 ppm (nitrate borate)
Hot 800 - 1200 ppm (nitrate borate)

## IV. TESTING EQUIPMENT

4.1 Furnish basic water test equipment, including carrying case and spare reagents for maintaining and control of program standards in the condenser and closed recirculating systems. Test kits will include the following:

4.1.1 Reagents and apparatus for determination of corrosion inhibitor level in the condenser and closed recirculating system.

4.1.2 Reagents and apparatus for determination of ph, P & M alkalinity and chlorides.

4.1.3 Apparatus for determination of microbiological colony population and biocide effectiveness.

## V. WATER TREATMENT SERVICE PROGRAM

The Water Treatment Contractor shall provide all monthly consulting services for a period of one (1) year for the cooling system which will include:

- Installation and system start-up procedure recommendations
- Water analysis and recommendations
- Training of operating personnel on proper feeding and control techniques
- Monthly field service and consultation meetings
- Any necessary log sheets and record forms
- Any required laboratory and technical assistance
- Guaranteed monthly in-plant test
- If contractor fails to perform monthly in-plant testing, documented with a written report, signed and reviewed with owner's representative, owner will not be invoiced that month for service or chemicals. No exception will be allowed.
- Water Treatment Contractor to supply a corrosion coupon testing rack and coupons at 45-day intervals for on-going corrosion testing program including all laboratory testing and reports, etc, as part of their service program.
- Corrosion coupon monitoring with rates not to exceed 3.0 mils per year on mild steel and less than 0.1 mils per year on copper.
- The Contractor shall provide, as part of the contract, a 24 hour manned phone for emergency spill and medical responses. Response time for licensed toxologist shall be no more than 30 minutes. Provide Documentation of Program with bid.

All services will be provided by a qualified, full-time representative of Water Treatment Contractor who is familiar with operating said equipment and plant operations.

## VI. WATER TREATMENT SERVICE CONTRACT

The contract shall be billed monthly. A summary of total contract cost and estimated chemical use for a year shall be provided at start of contract. Annually a summary of chemicals used shall be provided. A provision shall be provided for the addition or removal of buildings and equipment from the contract.

Failure of the successful bidder to respond to trouble calls within 24 hours of time shall be cause for cancellation of this contract.

## VII. CONTRACT PERIOD

The contract period shall commence on July 1, 2010 through June 30, 2011. At the option of the University and acceptance by the contractor, this contract may by renewed for two (2) additional twelve (12) month periods at the same price and terms.

### VIII. SITE VISIT

A site visit may be scheduled by contacting Mr. Glenn Froisy, Facilities Maintenance Manger III, (985) 448-4785.

### IX. TERMINATION FOR CAUSE

The State 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 State 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 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 State 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 State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

### X. TERMINATION FOR CONVENIENCE

The State 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 of the work has been performed satisfactorily.

### XI. 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 is 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.

# NICHOLLS STATE UNIVERSITY
## Thibodaux, Louisiana
## WATER TREATMENT CONTRACT SPECIFICATIONS


**CLOSED COOLING/HEATING**

| RECIRCULATING SYSTEMS | TYPE | TONS OPERATING | TOWER | NOTES |
|---|---|---|---|---|
| Galliano Hall (Cafeteria) | 4 Pipe | 150 | N | |
| Student Union * | 4 Pipe | 180 | Y | |
| Talbot Hall* | 4 Pipe | 300 | N | |
| Ellender Library * | 4 Pipe | 400 | Y | |
| Stopher Gym | 4 Pipe | 220 | N | |
| Shaver Gym | 4 Pipe | 40 | N | |
| Polk Hall | 4 Pipe | 200 | N | |
| Peltier Hall with Peltier Loop | 4 Pipe | 1280 | Y (2 towers) | |
| Powell Hall | 4 Pipe | | N | |
| Beauregard Hall | 4 Pipe | | N | |
| White Hall | 4 Pipe | 40 | N | |
| Elkins Hall | 4 Pipe | 240 | N | |
| Picciola Hall | 4 Pipe | 40 | N | |
| Barker Building | 4 Pipe | 40 | N | |
| Gouaux Hall | 4 Pipe | 350 | Y | |
| North Babington Dorm | 2 Pipe | 80 | Y | |
| South Babington Dorm | 2 Pipe | 80 | N | Tower shared North |
| Ellender Dorm | 4 Pipe | 200 | Y | |
| Lindsley Hall | 4 Pipe | 50 | N | |
| Ayo Hall | 4 Pipe | 300 | Y | |
| Duhe' Bldg (Houma) | 4 Pipe | 40 | N | |

# BID FORM
# NICHOLLS STATE UNIVERSITY
## Thibodaux, Louisiana
## WATER TREATMENT CONTRACT


NET LUMP SUM TO PROVIDE ALL LABOR, TOOLS, MATERIALS, AND EQUIPMENT TO CHEMICALLY TREAT NICHOLLS STATE UNIVERSITY'S HVAC SYSTEM AND OTHER SYSTEMS AS IDENTIFIED PER THE BID SPECIFICAITONS:

**NET LUMP SUM: $**_____

BID SUBMITTED BY: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBER: _____

DATE: _____

## 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, the Employers Liability limit is increased to a minimum of $1,000,000. 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. Insurance Services Office Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana) 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. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana) 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

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.

Location of operations shall be "All Locations".

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. Builders Risk Coverage: (See information on following Pages) DOES NOT APPLY TO THIS PROJECT

F. 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.

G. 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. ISO Form CG 20 10 (current form approved for use in Louisiana) 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.

H. 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.

I. 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. If the Other Party's financial stability in relation to a high deductible/self-insured retention amount is in question, at the option of the Agency, the Contractor can procure a surety bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

J. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.

K. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.

L. 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 will be described in the "Special Conditions" section of the bid/contract.

M. 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. The cost of such insurance may be included in the Contractor's bid.

### 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, the Employers Liability limit is 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. Insurance Services Office Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana) 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. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana) 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.

4. **Excess Umbrella**
   Excess Umbrella insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

5. **Builders Risk Coverage (If applicable to project)**

   Builder's Risk Insurance shall be in an amount equal to the greater of the fully-completed project value or the amount of the construction contract including any amendments and shall be upon the entire work included in the contract. The policy shall provide coverage equivalent to the Insurance Services Office form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

   Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. Coverage for roofing projects shall **not** require flood coverage.

   On projects South of this corridor, flood coverage shall be provided by the State of Louisiana as the owner. The Contractor will be liable for the $5,000 policy deductible from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

A Specialty Contractor may provide an installation floater in lieu of a Builders Risk policy, with the same coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the greater of the fully-completed project value or the amount of the contract including any amendments. Flood coverage is not required.

The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear. The Contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

## 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) 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. Builder's Risk

   The policy must include an endorsement providing the following:

   In the event of a disagreement regarding a loss covered by this policy which may also be covered by a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

   Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer <u>and</u> either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agree that the decision of the appraisers and the umpire if involved will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

4. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Agency.

## D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

## 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. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

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. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for furnishing separate certificates for each subcontractor to the Agency. All coverages for subcontractors shall be subject to all of the requirements stated herein.

# INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save, and hold harmless the
{Contractor/Subcontractor/Lessee/Supplier}

State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including 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 _____ , its agents, servants, and
{Contractor/Subcontractor/Lessee/Supplier}

employees, or any and all costs, expenses and/or attorney fees incurred by

_____ as a result of any claims, demands, and/or causes of action except
{Contractor/Subcontractor/Lessee/Supplier}

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, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for and
{Contractor/Subcontractor/Lessee/Supplier}

defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) 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 4820 or 4822
State Agency Number and Name

PURPOSE OF CONTRACT: _____

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