



Nicholls State University

INVITATION TO BID

Bid Number: SB01877

DATE: 09/22/2023

TITLE: Custodial Services Contract

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*): 10/10/2023 3:00PM

2. **BID OPENING** (*Zoom*): <https://nicholls-edu.zoom.us/j/84854838832?pwd=cWc3bU1zeEpMQjRiRDhkNTQrcVVqdz09>

MEETING ID: 848 5483 8832

PASSWORD: 596992

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 No
 PERFORMANCE BOND REQUIRED: YES NO
 PURCHASE WILL BE EXECUTED WITH: Purchase Order Only
 Purchase Order and Formal Two Party Contract
 Formal Two Party Contract Only

SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Bid advertisement to appear Bid emailed to potential bidders	September 22, 2023
Mandatory Pre-Bid Meeting Purchasing Department Conference Room 906 East First Street 104 Elkins Hall Thibodaux, LA 70301	September 28, 2023 10:00 AM Central Standard Time
Deadline to receive written inquiries:	October 02, 2023 4:30 PM Central Standard Time
Deadline to answer written inquiries:	October 04, 2023 4:30 PM Central Standard Time
Bid Date Opening and Time: (deadline for submitting bid response)	October 10, 2023 3:00 PM Central Standard Time

ADVERTISEMENT

September 22, 2023

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, **10/10/2023 at 3:00 P.M.** for: **“Bid Number SB01877 –Custodial Service 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://www.prd1.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 General Liability Insurance, Auto Liability Insurance, and Workers Compensation Insurance required for this contract.

A Mandatory Prebid Conference shall be held on September 28, 2023 at 10:00 AM in the Purchasing Department Conference Room located on the Nicholls State University Campus, 906 East First Street, Room 104 Elkins Hall, Thibodaux, LA 70301.

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: 09/22/2023

BID DUE: 10/10/2023

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:** 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/packaging 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. **If applicable** to 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:** A MANDATORY PRE-BID MEETING WILL BE HELD ON 09/28/2023 AT 10:00 AM IN THE PURCHASING DEPARTMENT CONFERENCE ROOM LOCATED ON THE NICHOLLS STATE UNIVERSITY CAMPUS, 906 EAST FIRST STREET, ROOM 104 ELKINS HALL, THIBODAUX, LA 70301.
- 40. SITE VISIT/CONTACT INFORMATION:** If the solicitation requires a site visit, 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

Nicholls State University
Custodial Services Contract

BID SPECIFICATIONS – BASE BID

1. **SUMMARY:** Nicholls State University is soliciting bids from qualified, experienced custodial contractors to provide complete custodial services for several University facilities. The Contractor shall provide all necessary labor, materials, tools, equipment, and supplies to provide complete custodial services to ensure every building in this contract is clean, sanitary, and properly supplied and equipped at all times.
2. **FACILITIES INCLUDED IN THIS CONTRACT:** All Facilities on the University Campus shall be eligible to receive services under this contract. The University reserves the right to schedule the Contractor to perform custodial services in any building depending on need.
3. **CONTRACT MODIFICATIONS / AMMENDMENTS:** The University reserves the right to add or delete facilities from this contract. The University will provide the Contractor with adequate notice for any changes in the scope of the contract. We will negotiate an equitable contract amendment with the Contractor to document any changes to the contract.
4. **QUALIFICATION REQUIRMENTS FOR COMPANIES SUBMITTING A BID:** All contractors submitting a bid for this contract shall meet these requirements listed below. Please include documentation in your bid submission that addresses each requirement.
5. Contractor shall be licensed and certified as required by the State of Louisiana Secretary of State, and all other applicable agencies. Documentation to be provided within five (5) days after receipt of request from the University.
6. Contractor shall not subcontract any portion of this contract. All work is to be performed directly by the contractor responding to this bid. Please provide a statement in the bid submission package acknowledging that no work shall be subcontracted.
7. Contractor awarded the bid shall provide a copy of their insurance certificate indicating proof of coverage as required in the insurance section of these bid within five (5) days from receipt of request.
8. **INQUIRY PROCESS:** Contractors shall direct all inquiries, requests for information, requests for clarification, etc. in writing to the Nicholls State University Purchasing Department. Inquiries may be emailed to Terry Dupre at terry.dupre@nicholls.edu.
9. **CONTRACT COORDINATORS FOR THE UNIVERSITY:** The University will assign a contract coordinator for this contract. The University may assign one or more University employees to supervise and or coordinate work activities to be performed under this contract. The Contractor awarded the bid shall be provided the name(s) of University employee supervisors.
10. **CUSTODIAL SERVICE SCHEDULE:**
 - a. **NORMAL / ROUTINE SCHEDULE** - The Contractor shall provide complete custodial services for all facilities listed Monday thru Friday every week, from 5:30 PM to 9:30 PM.
 - A minimum of ten (10) employees and one (1) supervisor shall be on site at all times.
 - The University shall receive a daily sign in sheet with the number of hours each contractor staff person worked. This document will be required to submit with invoices to verify required personnel was on site.
 - If the minimum number of employees are not provided then the Contactor shall reduce the invoice by the day rate of the employee that did not complete services .
 - b. **HOLIDAYS** - The Contractor will not have to provide custodial services on these days, and the contractor shall not invoice the University for work on these days, with the exceptions of emergency work and "make ready" work:

For the contract period beginning upon award and ending on June 30 2024:

September & October 2023: Fall Break – 4 Days
Thanksgiving Break: November 20th, 2023 through November 24th, 2023
Christmas Break: December 21st, 2023 through January 02, 2024
January 2024: Martin Luther King Holiday 1-Day closure
February or March 2024: Mardi Gras Holiday 2-Day closure
April 2024: Spring Break – 4 days
April 2024: Easter Holiday 3-Day Closure
June 2024: Juneteenth Day 1-Day Closure

171 Estimated Working Days for the period upon contract award through June 30, 2024.

For a full contract 12-month period (July – June) the estimated working days are a total of 228 working days with 24 closure days, 4-days of fall break, and 4-days of spring break.

NOTE: The closure schedule may change depending on the University operations calendar that is set.

Typically, the University has twenty-four (24) closure days during the contract period between July 1, through June 30th. The contractor shall not provide work on closure days and shall not invoice the university for closure days since the University normal business operations will not occur. The contractor shall not provide or invoice for services during the fall break or spring break.

The number of days referenced should not be construed as a guarantee. The University may reduce the number of days services are performed due to need, or suspend services temporarily. Additionally, work may not be performed during an emergency closure of the University.

11. CUSTODIAL SERVICES REQUIRED BY THE BASE BID UNDER THIS CONTRACT

This section will summarize the required tasks the Contractor must complete for the Academic Facilities and Residence Halls.

The work will be performed in restrooms, hallways, stairwells, common areas, auditoriums, and classrooms. The Contractor shall not be required to clean offices or residence hall rooms. Picking up trash from offices that are occupied, and disposing of trash will be required.

While the University has attempted to include a comprehensive list of tasks, our failure to include a specific task does not relieve the Contractor from completing that task if it normally performed by a housekeeper / custodian. The goal of the contract is to provide a clean, safe, and sanitary facility without support from University personnel. The Contractor is expected to provide a complete custodial service solution for each facility. Additionally, the Contractor shall keep all dumpster areas used by the Contractor clean and free from debris.

a. Daily Cleaning Tasks – After Hours

Contractor shall perform custodial services to clean all common areas of the facilities on a daily basis, five days per week. All daily tasks shall be performed at a minimum, once per day. The University expects the contractor to maintain cleanliness throughout all facilities for the entire day. This shall require that the contractor inspect each building multiple times per day. At a minimum the following tasks shall be completed on a **DAILY** basis:

i. Floors:

1. All hard surface floors shall be swept, dust mopped, and wet mopped as needed. All visible dust, spillage, stains, and streaking must be removed.

2. Contractor shall follow floor manufacturer specifications for floor care.
3. All carpet shall be vacuumed with commercial vacuuming equipment.
4. All stairs and stairwells shall be swept and/or vacuumed. This includes all areas under the stairs, landings, etc.
5. Contractor will be responsible for maintaining the appearance of the carpet in the hallways. Any spills or dark stains will be cleaned within 24 hours of spill during normal business hours.
6. All spillage shall be removed from hard surface areas and wet mopped, or from carpet and vacuumed as required. For the purposes of this contract a spill or spillage includes but is not limited to: spilled food or drink, vomit, and bodily fluids.
7. The entrance to buildings and out 10 feet will be cleaned daily to make sure any debris is swept, picked up and discarded.
8. All entrance door mats shall be swept and/or vacuumed.
9. All areas swept, dust mopped, wet mopped or vacuumed shall be left clean and free of noticeable dust and debris.
10. All floor molding / wall / kickboards shall be wiped down when dusty and especially after waxing
11. Furniture: Any furniture damaged by vendor in process of cleaning will be charged to the vendor.
12. Vendor will be responsible to make sure that his/her crew does not leave any drinking cups, dinner takeout boxes, trash or any debris in the rooms.
13. Vendor will be responsible to make sure his /her crew does not turn the A/C below 70 degrees when they are cleaning.

ii. Restrooms

1. Floors shall be wet mopped with a disinfectant.
2. Toilets shall be cleaned and disinfected with an approved bowl cleaner.
3. Lavatories shall be cleaned, sanitized and rinsed thoroughly.
4. Shelves and lavatory counters shall be cleaned and sanitized.
5. Mirrors shall be cleaned.
6. Fittings and supply pipes shall be cleaned.
7. Stall partitions, doors and tile walls shall be cleaned and sanitized. Any graffiti shall be removed immediately.
8. Fill all paper towel, napkin, and soap dispensers, the University will provide these supplies.
9. Waste receptacles shall be emptied and all debris deposited in designated areas. Waste receptacles shall be sanitized and deodorized as necessary.

iii. Waste Receptacles (Waste Baskets / Garbage Cans)

1. Waste receptacles shall be emptied and resulting debris placed in designated dumpsters. This includes all receptacles inside of each facility as well as all receptacles located on the outside grounds of each facility. The custodian shall exercise extreme care in placing trash in bins and dumpsters in order not to have trash spill from the bins and / or dumpsters. The custodian shall not place trash in bins that are full. Contractor shall not place bagged trash on the ground around the trash bin/receptacle.
2. The contractor shall be responsible for keeping the dumpster / trash bin area completely clean. This area shall be swept clean daily and all loose trash shall be bagged and placed in the dumpster.
3. The contractor shall promptly pick up all loose trash and debris immediately and properly dispose of this material.
4. Waste receptacles shall be sanitized and deodorized as necessary.
5. New waste receptacle liners and / or garbage bags shall be used to ensure proper sanitation of each waste receptacle.
6. Recycling receptacles shall be emptied and resulting debris placed in designated areas. The custodian shall exercise extreme care in placing recycling materials in bins in order not to have spillage nor overflow from the bins. The custodian shall not place recyclables in bins that are full.
7. Recycling bins shall be sanitized and deodorized as necessary.

iv. Dusting

1. All chairs, desks, filing cabinets, book cases, counters, tables, shelves, office furniture, etc., except those in private offices, shall be cleaned, dusted and/or polished.
2. All window sills, ledges, moldings, picture frames, etc., in eyesight, at eye level or within arm's reach shall be dusted. (Typically all items lower than seven feet high from the finished floor surface).
3. All chair rails in all hallways and window blinds in hallway windows shall be dusted.
4. Specified office machines, office equipment, coolers, microwaves, vending machines, and refrigerators/freezers shall be cleaned and dusted.

v. Glass

1. All door windows, glass doors, and other glass surfaces shall be cleaned. Commercial glass cleaner shall be used. This includes the exterior side of windows, doors, and other glass surfaces.

vi. Miscellaneous

1. Drinking fountains shall be cleaned and sanitized.
2. Hallway, classroom and lobby walls shall be cleaned as required. (Wiped down to remove all scuff marks, streaks, stains, and smudges).

3. Hand marks shall be removed from painted surfaces as required.
4. Straighten all chairs, sofas, tables and other furniture in an orderly fashion. Vacuum all debris from fabric based furniture. Dust all hard surface furniture.
5. Sweep surrounding building sidewalks, balconies, exterior corridors, and covered walkways of all debris and dispose of in appropriate receptacles accordingly; this includes sidewalks adjacent to buildings. All trash and debris between the building and sidewalk, in the main building parking lot, and around the perimeter of the building shall be picked up.
6. Immediately remove graffiti from interior building.
7. Do not re-use dirty water for any function.
8. Ensure all elevators are clean, inside and outside surfaces.
9. Wipe down all stainless surfaces in all elevators, restrooms, drinking fountains, etc. with an approved stainless steel cleaner.
10. Waste receptacles shall be cleaned, sanitized, and rinsed thoroughly.
11. Appropriate safety signage shall be in place while mopping, or during wet weather.
12. Clean all dry-erase boards and chalkboards in all classrooms, using appropriate cleaners for each surface.

b. Weekly Cleaning Tasks

Contractor shall perform custodial services to accomplish the following tasks, at least once per week:

- i. All hard surface floors shall be wet mopped with cleaners determined by the University.
 - ii. Stairs and stairwells shall be wet mopped with a cleaner specified by the University. This includes entrances, landings, and areas underneath the stairwell.
 - iii. Dust and damp clean all interior wall surfaces.
 - iv. Dust all window sills, ledges, moldings, picture frames, etc. above and beyond eyesight, eye level or arm's reach. (Typically items that are higher than seven feet from the finished floorsurface).
 - v. Check all cloth furniture for excessive soiling and stains. Clean and fabric protect material as needed to maintain overall appearance.
- c. Additional Cleaning Tasks – the contractor shall immediately respond to additional requests for cleaning from Nicholls State University. The University has attempted to include all tasks that we expect to be completed in the scope of work; however, the contractor shall perform any other task necessary to ensure the buildings are clean.

12. SECURITY REQUIREMENTS

- a. The Contractor shall not disturb papers on desks, open drawers, cabinets or lockers, use telephones, radios, computers, or classroom equipment, or tamper with personal property.
- b. The Contractor shall report, in writing, within one (1) hour, to the University anything out of the ordinary,

such as unlocked doors, stopped toilets, stopped drains, broken fixtures, lights out of order, etc. Additionally the Contractor must verbally report all of the above items to the University Contract Coordinator immediately upon discovery of anything out of the ordinary.

- c. The University shall not be responsible for securing any property of the contractor. The University may allow the contractor to store tools, equipment, materials, supplies, etc. on site at University facilities, however, the University in no way warrants the security of any of this property. The Contractor shall be responsible for security of their property.

11. CONTRACTOR EMPLOYEE REQUIREMENTS -- Contractor shall provide a sufficient amount of adequately trained staff to perform all required custodial services in a timely manner.

- a. Supervision –the contractor shall provide at least one (1) full time custodial supervisors assigned to this contract. The Supervisor may be “working” supervisors who may normally complete a portion of the custodial services.

The Supervisor shall be responsible for communicating work schedules with the University’s designated contract coordinator.

The Supervisor shall be present at all times when any contractor personnel are working at Nicholls. The contractor shall designate four (4) other employees who may fill in for the supervisor if the supervisor is absent for any reason. The University shall be notified by telephone and email as soon as possible if the normal supervisor will be absent. This notification shall be made no later than one hour after the normal work day schedule begins. The contractor shall provide complete contact information for the two supervisors and the four personnel designated as "back up" supervisors. The contractor shall provide the supervisors with a mobile cellular phone and shall provide the University with the phone number for the cellular phone so that the University can reach the supervisor at any time.

- b. Background Checks – the contractor shall perform a full background check for every employee assigned to work at Nicholls prior to that employee beginning work at Nicholls. The background check shall include a check of criminal, felony, and misdemeanor history. Employees shall also be checked against the sex offender registry. A report and complete copy of the background check shall be submitted to Nicholls prior to that employee beginning work. All contractor employees shall be required to sign a disclosure stating that they are not on the Sex Offender Registry. Nicholls shall review each background check and reserves the right to either approve or deny the employment of each employee based on the results of the background check. These documents should be delivered to:

Nicholls State University
Facilities Department
EMAIL: Melissa.richard@nicholls.edu
PO Box 2012
Thibodaux, LA 70310

Physical Address:
906 East First Street
Room 104 Elkins Hall
Thibodaux, LA 70301

- c. Drug & Alcohol Testing –contractor shall require employees to submit to a standard drug and alcohol test upon initial employment, and also at a later date if there is a reasonable suspicion that the employee may be under the influence of drugs or alcohol. The University may request that the contractor perform a standard drug and alcohol test on any of the contractor's employees. Additionally, the contractor must perform a drug and alcohol test following any workplace incident / accident on Nicholls property within two (2) hours of the incident / accident. Anyone who tests positive for drugs and / or alcohol shall no longer be allowed to work at Nicholls.
- d. Contractor's employees shall maintain a neat, clean, and professional appearance at all times. Contractor's employees shall wear clothing identifying the name of their company. The University reserves the right to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene. If the University requires an employee to be removed for this reason, the contractor shall supply a replacement employee as soon as possible.
- e. The University reserves the right to require the contractor to remove any employee from any or all buildings employed under the contract when the University deems it to be in the University's best interest.

- f. The contractor shall be responsible for furnishing a replacement employee who also shall meet all previously stated requirements in the event of sickness or absence of the regular worker and notify the University contract coordinator of that replacement.
- g. Contractor's employees will not be able to use common areas of any University facility for breaks, lunch, etc. Contractor shall be allowed to use the common restrooms in these facilities.
- h. Contractor's employees shall adhere to the university's tobacco-free policy.

12 SUPPLIES, MATERIALS, TOOLS, AND EQUIPMENT REQUIRED FOR THIS CONTRACT

The Contractor must provide all supplies, materials, tools, equipment, etc. necessary to complete the custodial services requirements of this contract. In no case will the University be required to provide / supply any of these items.

- i. **EQUIPMENT / TOOLS** – Contractor shall provide all needed tools and equipment to perform all custodial services required in this contract. The tools and equipment provided shall be maintained in optimum condition at all times. Specifically the tools and equipment provided shall include but not be limited to the following: all brooms, mops, dusters, vacuum cleaners, burnishes, squeegees, towels / rags, carts, brushes, ladders, stools, mop buckets, etc. Equipment and tools used for this contract shall be professional cleaning equipment / tools in good working condition. Contractor shall utilize equipment and tools that provide the least amount of interruption to normal building operations (very noisy equipment shall not be used, equipment that creates objectionable fumes shall not be used, etc.). The University reserves the right to deny the Contractor use of a certain tool or piece of equipment if the University deems that tool or piece of equipment to cause an unacceptable interruption. Contractor must have an adequate supply of appropriate equipment and tools to efficiently provide service to all facilities included in this contract. Furthermore, the Contractor must have backup equipment / tools that are immediately ready for use in the event that the normally used equipment / tool fails to operate, is lost / stolen, etc. A delay in service is not acceptable due to equipment / tool failure or loss.
- j. **SUPPLIES / MATERIALS** - Contractor shall supply / provide all needed materials to complete the scope of services. This specifically includes but is not limited to: all cleaning chemicals and materials, garbage bags, garbage can liners, paper towels, liquid hand soap for dispensers, hand sanitizer for dispensers, toilet sanitizers, toilet paper, toilet seat covers, paper cups, sanitary napkin disposal bags, etc. The quality of these materials shall meet or exceed the quality of materials currently being used at these facilities. Contractors are encouraged to inspect each facility prior to submitting a bid to ensure that the quality of materials in their bid meets or exceeds the quality of materials / supplies currently used.
- k. **STORAGE** – The University may allow the Contractor to store tools, equipment, supplies, and materials on site at University facilities in designated custodial storage areas. The University reserves the right to change these designated areas as needed and additionally the University is not required to provide these storage areas. The Contractor shall be required to keep all custodial storage designated areas in a neat / orderly manner. All chemicals shall be clearly labeled in accordance with all OSHA and other applicable safety regulations. The Contractor shall be required to provide insurance coverage for all equipment stored on site at Nicholls. The contractor assumes all risk with storing tools, equipment, and materials on site at University facilities. Nicholls shall not be responsible for theft, damage, or other harm to any property of the contractor.

13. **SAFETY / ENVIRONMENTAL / PUBLIC HEALTH COMPLIANCE REQUIREMENTS:** The Contractor shall emphasize that safety is the most important part of this contract. The goal of the contract is to provide safe and sanitary facilities for the University community. We want to ensure that the Contractor has a proactive approach to working safely and a written safety program that their employees are trained on. Additionally, we expect the Contractor to strictly comply with all applicable rules, guidelines, laws, requirements, etc. The University shall require the Contractor to take immediate action to remedy any deficiencies / areas of non-compliance.

- l. **Occupational Safety and Health Act (OSHA) Compliance** – the Contractor shall meet or exceed all OSHA requirements, rules, laws, guidelines, etc.

- m. Environmental Protection Agency (EPA) and Louisiana Department of Environmental Quality (LDEQ) Compliance –the Contractor shall meet or exceed all EPA and / or LDEQ requirements, rules, laws, guidelines, etc.
- n. Safety Program –the Contractor shall include a copy of their written safety program with their bid submission that covers all policies and procedures that pertain to compliance with safety / OSHA requirements.
- o. Material Safety Data Sheets (MSDS) –the Contractor must keep a printed copy of a material safety data sheet for each chemical used to complete the requirements of this contract. The MSDS must be readily available and easily accessible to all employees.

14. PRICING REQUIREMENTS: Pricing for all items shall be a complete, turnkey price and shall include but is not limited to: labor, equipment, tools, materials, supplies, insurance, permitting, taxes, and shipping. The University is requesting A daily rate.

15. INVOICING/PAYMENT TERMS: Contractor shall submit invoices on a weekly, bi-weekly, or monthly basis. The University shall review all invoices for accuracy and shall process for payment. Terms shall be Net 30 days.

Nicholls State University
Custodial Services Contract

OPTION 1 BID – CLEANING OF RESIDENCE HALL APARTMENTS AND SUITES

Scope: Contractor to provide all labor, tools, materials, and equipment, etc., necessary, to clean residence hall apartments and suites specified in this solicitation. The Contractor shall be responsible for providing all cleaning materials, cleaning chemicals, cleaning equipment, cleaning appliances, etc. The contractor shall be required to provide a sufficient work force that can complete the work by the dates stated in the following specification pages.

Work Periods: _____ During the Summer Months. Beginning in May and Ending in August

A WORK SCHEDULE WILL BE PROVIDED. THESE DATES WILL BE FIRM. WORK MUST BE COMPLETED BY THE DATES STATED. CONTRACTOR SHALL BE ASSESSED LIQUIDATED DAMAGES IN THE SUM OF \$50 PER DAY THAT THE WORK IS NOT COMPLETED BY THE SCHEDULE PROVIDED BY THE UNIVERSITY.

Contractor to provide all labor, tools, materials, stated. The contractor shall be paid only for work performed. The contractor is expected to provide the appropriate number of staff to have the rooms cleaned by the timelines stated on the schedule. The University expects the Contractor to have A MINIMUM OF 15 STAFF MEMBERS at all times to perform work. The bidder shall have a supervisor present when the staff are working on campus. A daily sign in sheet will be required.

All work shall be reviewed by the supervisor of the contractor providing the services. Upon their review and inspection, if the work is approved by that supervisor, then the supervisor will contact Mrs. Johnson and advise the work is complete. Mrs. Johnson will review the work and advise if the services are satisfactory.

Any work completed deemed unsatisfactory will have to be repeated, or the contractor will not be paid for the substandard work that was performed.

The University reserves the right to award all of the buildings listed, some of the buildings listed, to award the OPTION 1 Bid, or not to award the OPTION 1 Bid.

NOTE: THE TOTAL NUMBER OF SUITES AND APARTMENTS MAY CHANGE BASED ON THE MOVE IN OF STUDENTS INTO THE ROOMS. SUITES MAY BE ADDED OR DELETED DEPENDING ON OCCUPANCY. IF SUITES ARE ADDED, THEN THE CONTRACT PRICE SHALL INCREASE BY THE SUITE RATE STATED. IF SUITES ARE DELETED, THEN THE CONTRACT PRICE SHALL DECREASE BY THE SUITE PRICE STATED.

Building Information:

Scholars Hall: Three story complex with elevator access. 106 suites. Suite consists of two single bed bedrooms with a common area and common bathroom.

Millet Hall: Three story complex with elevator access. 97 suites. Suite consists of two single bed bedrooms with a common area and common bathroom.

Zeringue Hall: Three story complex with elevator access. 97 suites. Suite consists of two single bed bedrooms with a common area and common bathroom.

Brady Apartment Complex 2: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and two separate bedrooms with a closet in each room.

Brady Apartment Complex 3: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and four separate bedrooms with a closet in each room.

Brady Apartment Complex 5: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and four separate bedrooms with a closet in each room.

Brady Apartment Complex 7: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and four separate bedrooms with a closet in each room.

Brady Apartment Complex 8: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and four separate bedrooms with a closet in each room.

Scope of Work | Summer Camp Cleaning (Scholars, Millet, Zeringue)

The following scope of work applies to the following Nicholls State University buildings:, **Millet Hall, Scholars Hall, & Zeringue Hall.** Each of these buildings contains roughly the same room styles. Each has a small common space, vanity area, bathroom, and 2 bedroom areas. **See attached [Appendix B](#) for layout pictures.**

****All trash cans, toilet paper, and shower curtains MUST be left/untouched by the cleaning company. These items are placed by Nicholls State University in preparation for summer camp operations.****

During each clean of a suite in these buildings, the following should be completed after removing all trash and debris leftover by the previous inhabitant:

- **Walls/Ceiling** | Dust all walls and clean any debris, stains, and/or substances.
 - **Air Vents** | Dust and clean all substances from blades.
 - **Electrical Outlet Plates & Switch Covers** | Dust
 - **Doors & Doorknobs** | Dust and clean all doors, handles, and crevices.
 - In Ellender Hall, door vent must be dusted and cleaned.
 - **Ceiling Fans** | If present, dust and clean all blades and surfaces.
 - **Air-Conditioner/Heater** | If present, dust and clean the surface of the unit.

- **Windows/Mirrors** | Clean with glass cleaner, leave streak/smudge-free
 - **Blinds** | Dust and clean any stains or substances.
 - **Window Sill** | Dust and clean any stains or substances.
 - **Closet Mirror** | If present, clean with glass cleaner, and leave streak-free.

- **Furniture/Amenities** | Dust and clean all surfaces.
 - **Countertops** | Dust and clean all countertops. Wipe with a mild, fresh-scented cleaner.
 - **Cabinets** | Empty and clean all cabinets. Wipe with a mild cleaner.
 - **Bed/Mattress** | Dust and clean all pieces of the bed, including the wooden legs and mattress. ****Both sides of the mattress should be sprayed with an antimicrobial spray and wiped.****
 - **Desk** | Clean inside and out of drawers then dust and clean the top surface.
 - **Desk Chair** | Dust and then clean the entire piece of furniture, including the fabric where applicable.
 - **Chest of Drawers** | Dust and then clean the entire unit inside and out.
 - **Wardrobe** | Clean inside and out the main cavity and drawers, then dust and clean the top surface.

- **Bathrooms/Vanity Areas** | Wipe and clean all surfaces with a mild, fresh-scented cleaner.
 - **Mirror** | Clean with glass cleaner and leave streak-free.
 - **Cabinets/Countertops** | Dust and clean all countertops. Wipe with a mild, fresh-scented cleaner. Empty and clean all cabinets. Wipe with a mild cleaner inside and out.
 - **Vanity Lights** | Dust vanity light fixture.
 - **Toilet** | Clean the entire toilet (inside and out), leaving no debris or substances with a mild, fresh-scented cleaner. Including the seat (underside too), lid, and outside of the tank. ****Pay special attention to the front of the bowl, behind the toilet, and where the toilet meets the floor.****
 - **Tub/Shower** | Clean tub/shower floors, surround, fixtures, and drains with a mild abrasive cleaner. Polish fixtures/spouts where applicable. ****Pay special attention to the outside of the tub/shower, where the tub meets the ground (corners).****
 - **Sink/Sink Fixtures** | Clean the sink with a mild abrasive cleaner. Leave no steaks or debris. Polish faucet and handles.

- **Floors** | Sweep and mop all hard floors in common areas and bedrooms. If carpet is present, vacuum. **Pay special attention to corners and thresholds.**
 - **Baseboards** | Vacuum all baseboards and clean the remaining dust.
 - **Behind/Under Furniture** | Move furniture to clean under and behind all unaffixed pieces.
 - **Closet Thresholds/Tracks** | If a sliding door threshold is present, vacuum and clean the grooves/tracks thoroughly.
- **General Items**
 - All trash should be removed from suites and thrown out in the dumpsters during all cleans.
 - Remember, all shower curtains, toilet paper, and trash cans should remain in the suites.
 - Spray an air freshening agent (clean or fresh scent) in each room of the suite after cleaning is complete.
 - Close and lock all windows if open.
 - Turn off all lights after cleaning and leave the thermostat set on Cool, Auto, & 72 degrees.
- **Common Area Cleaning** | After each clean, please conduct the following in the hallways/common areas of the building:
 - Clean any substances from walls.
 - Vacuum all carpeted floors.
 - Sweep and mop all hard floors.

The following work scope applies to the Nicholls State University buildings: **Brady Apartment Complex (Buildings 2, 3, 5, 7, and 8)**. Buildings 2, 3, 5, 7, and 8 each contain 4 bedrooms per unit. Buildings 4 and 6 contain 2-bedroom units. See attached [Appendix A](#) and for layout pictures.

All trash cans, toilet paper, shower curtains, and small hotel-style hygiene products (soap, conditioner, shampoo) MUST be left/untouched by the cleaning company. These items are placed by Nicholls State University in preparation for summer camp operations.

During each clean of a suite in these buildings, the following should be completed after removing all trash and debris leftover by the previous inhabitant:

- **Walls/Ceiling** | Dust all walls and clean any debris, stains, and/or substances.
 - **Air Vents** | Dust and clean all substances from blades.
 - **Electrical Outlet Plates & Switch Covers** | Dust
 - **Doors & Doorknobs** | Dust and clean all doors, handles, and crevices.
 - **Ceiling Fans** | If present, dust and clean all blades and surfaces.
 - **Air-Conditioner/Heater** | If present, dust and clean the surface of the unit.
- **Kitchen & Living Room Area** | Area must be cleaned thoroughly, inside and outside of all amenities.
 - **Countertops** | Dust and clean all countertops. Wipe with a mild, fresh-scented cleaner.
 - **Appliances** | Clean exterior and interior, including all shelves and drawers.
 - **Cabinets** | All door exteriors cleaned including side and tops as well as inside shelves.
 - Tops of Cabinets should also be dusted and cleaned.
 - **Sink** | Cleaned thoroughly with mild scented cleaner.
 - **Tables & Chairs** | Clean all surfaces, and remove hair or dust from the bottoms of chairs/legs.
 - **Couch & Armchair** | Clean fabric if substances are present. Lift cushions and vacuum/clean underneath them. **Be sure to move furniture to clean under and behind them.**
 - **Broom Closet** | Empty and clean thoroughly.
- **Windows/Mirrors** | Clean with glass cleaner, leave streak/smudge-free
 - **Blinds** | Dust and clean any stains or substances.
 - **Window Sill** | Dust and clean any stains or substances.
 - **Closet Mirror** | If present, clean with glass cleaner, and leave streak-free.

Brady Apartment Complex Continued

- **Laundry Area** | Clean the area thoroughly after discarding any detergent or left belongings.
 - Clean the exterior of all machines.
 - Clean lint/dust from sides, around, behind, and under machines.
 - Clean around the washer tub opening, no detergent residue or debris should be left behind.
 - If units are pulled out to clean behind, ensure that the water drain hose is placed in the drain.
- **Bedroom Furniture/Amenities** | Dust and clean all surfaces.
 - **Cabinets** | Empty and clean all cabinets. Wipe with a mild cleaner.
 - **Bed/Mattress** | Dust and clean all pieces of the bed, including the wooden legs and mattress. **Both sides of the mattress should be sprayed with an antimicrobial spray and wiped.**
 - **Desk** | Clean inside and out of drawers then dust and clean the top surface.
 - **Desk Chair** | Dust and then clean the entire piece of furniture, including the fabric where applicable.
 - **Chest of Drawers** | Dust and then clean the entire unit inside and out.
 - **Wardrobe** | Clean inside and out the main cavity and drawers, then dust and clean the top surface.
 - **Closet Thresholds/Tracks** | If a sliding door threshold is present, vacuum and clean the grooves/tracks thoroughly.
- **Bathrooms/Vanity Areas** | Wipe and clean all surfaces with a mild, fresh-scented cleaner.
 - **Mirror** | Clean with glass cleaner and leave streak-free.
 - **Cabinets/Countertops** | Dust and clean all countertops. Wipe with a mild, fresh-scented cleaner. Empty and clean all cabinets. Wipe with a mild cleaner inside and out.
 - **Vanity Lights** | Dust vanity light fixture.
 - **Toilet** | Clean the entire toilet (inside and out), leaving no debris or substances with a mild, fresh-scented cleaner. Including the seat (underside too), lid, and outside of the tank. **Pay special attention to the front of the bowl, behind the toilet, and where the toilet meets the floor.**
 - **Tub/Shower** | Clean tub/shower floors, surround, fixtures, and drains with a mild abrasive cleaner. Polish fixtures/spouts where applicable. **Pay special attention to the outside of the tub/shower, where the tub meets the ground (corners).**
 - **Sink/Sink Fixtures** | Clean the sink with a mild abrasive cleaner. Leave no steaks or debris. Polish faucet and handles.
 - **Linen Closet** | If present, must be swept and cleaned out.

Brady Apartment Complex Continued

- **Floors** | Sweep and mop all hard floors in common areas and bedrooms. **Pay special attention to corners and thresholds.**
 - **Baseboards** | Vacuum all baseboards and clean the remaining dust.
 - **Behind/Under Furniture** | Move furniture to clean under and behind all unaffixed pieces.
- **General Items**
 - All trash should be removed from suites and thrown out in the dumpsters during all cleans.
 - Remember, all shower curtains, toilet paper, and trash cans should remain in the suites.
 - Spray an air freshening agent (clean or fresh scent) in each room of the suite after cleaning is complete.
 - **Turn off all lights after cleaning and leave the thermostat set on Cool, Auto, & 72 degrees.**

Appendix A

Brady 4 Bedroom



Appendix B

Millet, Zeringue, & Scholars Halls



Nicholls State University

Custodial Services Contract

BID FORM

Page 1 of 1

BASE BID: For contractual agreement to perform Custodial Services at Nicholls State University, I/We do bid the following:

1) Price per day for ten (10) employees plus one (1) supervisor \$ _____ X 228 Days = \$ _____
= \$ _____

Daily rate per employee \$ _____ Daily Rate for supervisor: \$ _____

THE NUMBER OF DAYS REFERENCED IN THE SOLICITATION AND ON THIS BID FORM SHOULD NOT BE CONSTRUED AS A GUARANTEE. THE NUMBER OF DAYS REFERENCED ON THIS BID FORM ARE USED AS THIS NUMBER WOULD BE THE TOTAL NUMBER OF A 12 MONTH CONTRACT. WHEN AWRDED, THE NUMBER OF DAYS FOR FY2324 WILL BE ENCUMBERED. THE UNIVERSITY MAY REDUCE THE NUMBER OF DAYS SERVICES ARE PERFORMED BASED ON NEED.

OPTION 1 BID:

Item 1: Cleaning of Brady Complex Building 4-Bedroom

Price to clean each apartment \$ _____ X 215 Apartments = Total \$ _____

Item 2: Cleaning of Scholars/Millet/Zeringue Residence Halls

Price to clean each Suite \$ _____ X 1,400 Suites = Total \$ _____

Item 3: Cleaning of Hallways and Common areas of Scholars/Millet/Zeringue Residence Halls

Price to clean each \$ _____ X 45 Cleanings = Total \$ _____

OPTION 1 BID TOTAL NET LUMP SUM – ITEM 1 + Item 2 + Item 3 = \$ _____

QUANTITIES REFERENCED ARE ESTIMATES ONLY. ACTUAL NUMBER OF APARTMENTS AND SUITES SCHEDULED MAY CHANGE.

THE UNIVERSITY RESERVES THE RIGHT TO AWARD THE OPTION 1 BID, OR TO NOT AWARD THE OPTION 1 BID. IN THE EVENT THAT THE UNIVERSITY CHOOSES TO AWARD THE OPTION 1 BID, THEN THE TOAL NET LUMP SUM OF THE BASE BID SHALL BE ADDED TO THE TOTAL NET LUMP SUM OF THE OPTION 1 BID TO DETERMINE THE LOW BIDDER.

I acknowledge that no work shall be subcontracted _____
Initial

INSURANCE-STATEMENT

This is to certify that we carry the Workmen’s Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Liability Insurance as outlined above with:

Liability Insurance Company: _____

Auto Liability Company Insurance: _____

Workers Compensation Insurance Company: _____

Nicholls State University to be named as additional insured on Insurance Certificate provided for this contract for Liability Coverage and Auto Liability Coverage. Nicholls State University shall be granted a waiver of subrogation for all Insurance Policies.

Business Name: _____

Business Address: _____ Phone No.: _____

Authorized Signature of Bidder: _____ Date: _____

Printed Name: _____ Title: _____

Email Address: _____

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

BID SUBMISSION DEADLINE:
 Bid submissions for this solicitation are **due on 10/10/2023 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 **10/10/2023 at 3:00PM CST** on Zoom, which is available for viewing by registering at: <https://nicholls-edu.zoom.us/j/84854838832?pwd=cWc3bU1zeEpMQjRiRDhkNTQrcVVqdz09>

ZOOM MEETING ID: 848 5483 8832 **PASSWORD:** 596992

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

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 Statues 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: _____
(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- 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 ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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:** **(If required)** 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. 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.
- E. 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.
- F. 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.

- G. 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.
- H. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- I. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- J. 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.
- K. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
 - 1. Payments to the Other Party may be withheld until the requirements have been met;
 - 2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
 - 3. The Agency may suspend, discontinue or terminate the contract.

EXHIBIT A
INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. **Commercial General Liability:** Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
3. **Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

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

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

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

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

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

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

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

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

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

EXHIBIT E
INDEMNIFICATION AGREEMENT

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

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

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for Nicholls State University
State Agency Name

PURPOSE OF CONTRACT: _____

