

## INFORMATION FOR BIDDERS AND GENERAL CONDITIONS

**CONTRACTOR AND UNIVERSITY:** The term "Contractor" or other party shall be understood as referring to the general contractor and the term "University" or "Agency" shall be understood as referring to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College or the authorized representative thereof.

**LICENSING REQUIREMENTS:** A commercial license is required for commercial projects of fifty thousand dollars (\$50,000) or more; one dollar (\$1) or more for hazardous materials; or in excess of ten thousand dollars (\$10,000) for Plumbing, Electrical or Mechanical. A Mold Remediation license is required for mold remediation projects of one dollar (\$1) or more. State of Louisiana Contractors Licensing Law and Rules and Regulations/ R.S. 37.

**COMPLIANCE WITH LOUISIANA RS 37:2163:** Any Contractor submitting a bid of Fifty Thousand Dollars (\$50,000) or more shall certify that he is licensed under Louisiana R. S. 37 as Amended, and shall show his license number on the bid form and on the outside of the envelope in which the bid is submitted.

**COMPLIANCE WITH LOUISIANA RS 40:1664.4** No person or firm shall engage in life safety and property protection contracting (as defined in RS 40:1664.3) without holding a current and valid license issued by the state fire marshal as provided in this Subpart. Each operating location of a firm shall hold a separate firm license.

**TERMINATION BY THE OWNER FOR CONVENIENCE:**

The owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall: cease operations as directed by the Owner in the notice; take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchases orders.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed along with reasonable overhead and profit.

Owner shall not be responsible or otherwise liable for any demobilization costs or incidental or consequential damages resulting from such termination.

**INTERPRETATION OF DOCUMENTS AND PRIOR APPROVALS:** If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents and/or desired approval of "or equal" products he may submit to the Director of Purchasing a written request for an interpretation or prior approval no later than seven working days prior to the opening of bids. If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than seven working days prior to the opening of bids. Any interpretation of documents and prior approvals will be made only by addendum duly issued and mailed or delivered to each general contractor receiving a set of the plans and specifications. The University will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

**MANUFACTURER'S OR TRADE NAMES:** Wherever manufacturer's or trade names appear in this specification, the following words: "or equal" or "or approved equal", or similar words shall be assumed to follow such manufacturer's or trade names, whether they actually do appear there or not. It is the intention of this specification that, wherever a product is identified by name, equal products which meet the University's approval may be used. Refer to "Prior Approval Clause".

**BIDS:** Unless otherwise specified, a lump sum bid is required for the work shown on plans and in the specifications. Contractors are to fill out their bids both in writing and in figures and give their name and address in full. In case of any discrepancy between the price written in the bid and that given in figures, the price in writing will be considered as the bid.

Bids must be submitted upon proposal forms furnished by the University. Proposal blanks must be duly filled by the Contractor. The University shall reject any proposal not signed in ink; the University shall reject any proposal with prices not typewritten or written in ink. Should the Contractor spoil the forms of the proposal furnished him, duplicates may be obtained upon return of spoiled forms. Any proposal on stationery other than the forms provided by the University will be considered informal, and may accordingly be rejected. All bids shall be binding for 30 calendar days from the opening.

In accordance with L.R.S. 38:2212, the person signing the bid must be:

1. A current corporate officer, partnership, member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State, or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit.
3. Proposal forms are to be placed in an opaque envelope and endorsed with the bid number, bid title, bid opening date, bid opening time, Contractor's license number if required (see Compliance with Louisiana RS 37:2163 section) and addressed to the attention of Purchasing, LSU Health Sciences Center in New Orleans, 433 Bolivar St. Room 623, New Orleans, Louisiana 70112.

Bids should be hand delivered by the Contractor or his agent, in which instance the deliverer shall be handed a written receipt; or such bid should be sent by registered or certified mail with return receipt requested.

Any bid received after bid opening time shall be returned unopened. The University shall not accept bids or alterations by wire or phone. Proposals are to be publicly opened in the Purchasing Office, LSU Health Sciences Center in New Orleans, Sixth Floor, Rm623, 433 Bolivar St., New Orleans, Louisiana, at the specified time.

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

**PRICE:** The price bid shall cover the furnishings of all materials, tools, labor, scaffolding, transportation and equipment necessary to do the work in full conformity with the plans, specifications and any addenda, if any have been issued.

**BID SECURITY:** If the bid exceeds \$250,000 a bid security is required. If required and not submitted with the bid, the University shall reject any bid not accompanied by bid security in the form of a certified check, cashier's check or bid bond written with a surety company authorized to do and doing business in the State of Louisiana. "Bank Checks" are not acceptable. The bond or check shall be for an amount not less than five percent (5%) of the amount of the bid and shall be drawn in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. The University will return the bid securities to all except the three lowest Contractors within three (3) days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the University and the accepted Contractor have executed the contract.

**PERFORMANCE BOND AND OTHER DOCUMENTS:** For projects in excess of \$25,000 the Contractor must furnish, with his executed contract, a Performance Bond for one hundred percent (100%) of the amount of the contract for the faithful performance of this contract, and a Labor and Material Bond for one hundred percent (100%) of the amount of the contract for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract. The Performance Bond and the Labor and Material Bond for this project must be written by a surety or insurance company able to meet the requirements of Louisiana RS 38:2219.

Should the Contractor to whom the work is awarded fail to execute the contract and furnish performance bond and labor and material payment bond in full amount of the bid or any of the other required documents within ten (10) working days after receiving written notice from the University that the work has been awarded to him, his guarantee deposit or bid bond shall be forfeited to the University as liquidated damages and the Contractor will cease to have any right to or in said contract. The University may then proceed to award the Contract to one of the other Contractors or to re-advertise for bids, at the option of the University.

The executed contract, the surety bonds ( in Louisiana 33:223 ; 35:75 and 35:194) and change order(s) [as outlined in Louisiana 38:2222] must be recorded, at the expense of the Contractor, with the Land Records office, Recorder of Mortgages or the Clerk of Court in the Parish in which the work is performed. The Contractor must obtain Proof of Recordation from the Clerk or Recorder and forward this Proof immediately to the University. The University will process no invoices until receipt of the Proof of Recordation. Upon completion of the work by the Contractor an acceptance of the work will be recorded with the Land Records office, Recorder of Mortgages or the Clerk of Court; at the Contractors expense.

Forty-five (45) days after recordation of acceptance of the work the Contractor may secure a lien and privilege certificate from the Land records office ( or their designated subcontractor), Recorder of Mortgages or the Clerk of Court. If such certificate indicates the contract free of all encumbrances the University will, upon approval of the Facilities Department, pay any final sum due and owing to the Contractor.

**PERMITS, LICENSES, LAWS AND TAXES:** The Contractor must furnish(at his expense) all necessary permits, licenses and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana. The Contractor shall include in his bid all applicable State, Federal, or other tax required.

INSURANCE: See Attached Exhibit

COMPLIANCE WITH LOUISIANA RS 38:2224: This Statute requires that an affidavit be executed in connection with the award of contracts for public works. This must be accomplished at the time the contract is signed and performance bond is provided. See the attached affidavit.

COMMENCEMENT AND COMPLETION OF WORK: The Contractor shall commence work under this contract on a date specified in a written order from the University and must substantially complete all work within the stipulated period from the date of such order.

UNIVERSITY'S REPRESENTATIVE: The University's Facilities Management will appoint the University's representative. He should be contacted for information concerning this work once the award is made. He will inspect the work and approve the acceptance of the work when completed. The decision of the University or its representative shall be final and binding on all questions concerning the execution of this work, the interpretation of the plans and specifications and also to the correctness of all measurements.

NON- SMOKING CAMPUS: LSU HSC is a non smoking campus. Refer to Chancellor Memoranda 58.

SUPERVISION: The Contractor shall give his personal supervision to the work and shall see that all parts of the work are executed in proper order with due cooperation.

DAMAGES TO WORK: The Contractor shall be responsible for all damages that may occur as a result of negligence by contractor during the construction of and after completion until final acceptance of the work by the University.

MATERIALS AND WORKMANSHIP: The Contractor must furnish all labor, materials, tools and equipment for the performance and completion of his work. All materials shall be the best of their respective class and must be new unless otherwise noted. All workmanship must be first class and all finished work must be to the entire satisfaction of University.

REMOVAL OF TRASH: The Contractor is to remove from the premises all accumulations of trash, debris, rubbish, temporary structures, unused building materials, etc. and leave the site in a clean condition.

ROYALTIES AND PATENT: The Contractor must pay all royalties, license, and fees and defend all suits or claims for infringement of any patent rights and save the University harmless on account thereof and must protect and indemnify the University against any and all present and future, royalties or claims for infringement or damage of any nature whatsoever resulting from the installation or utilization by the Contractor during the course of this work of any patent, articles, processes and designs.

SERVICES: The Contractor will be allowed to use University's light, power, gas, water, telephone, and toilet facilities as required for the construction of the project. He must, however, make all necessary connections and remove same at completion of the project at his own expense.

SALVAGE MATERIALS: The University shall have priority for the selection of salvaged materials and equipment. Any equipment and material selected to remain the property of the University shall be removed and delivered to a location on the campus as designed by the University. Materials and equipment not retained by the University shall become the property of the contractor and must be removed and disposed of as directed.

DELAYS AND EXTENSION OF TIME: The Contractor shall perform fully, entirely, and in satisfactory manner the work contracted, within the period stipulated in the specifications. Time will be assessed against the contractor beginning on a date specified in a written "Notice to Proceed." In adjusting the contract time for the completion of the project, all strikes, lock-outs, unusual delays in transportation, or any other condition over which the Contractor has no control, and also any suspensions ordered by the owner for causes not the fault of the Contractor, shall be excluded from the computation of the contract time for completion of the work. The Contractor must apply in writing for an extension of time within seven (7) days after a delay occurs. No allowances will be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor. Under presentation of evidence from the supplier that equipment specified cannot be delivered in time to complete that project within the time specified, then the Contractor can request an extension of time for that portion of work.

EXTRA WORK: No additional compensation will be allowed for work evidently necessary within the general intent of these specifications and accompanying plans for the proper construction and thorough completion of the work. It is understood and mutually

agreed however by the University and the Contractor that the University has the right to make any changes, additions, or omissions of work or materials specified or shown on the drawings but the value in cost of the same are to be agreed upon in writing before such extra work changes or omissions are to be done.

**COMPLETION OF PROJECT:** Time is of the essence and the completion of the contract must be within the period stipulated in the specifications, and the Contractor waives and dispenses with any requirement for a putting in default. The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the University, that the time for the completion of the work described herein is a reasonable time for the same. If completion time is expressed in days, interpret day as calendar days.

**BID WILL BE AWARDED TO LOW RESPONSIBLE, RESPONSIVE BIDDER MEETING SPECIFICATIONS**

**APPLICABLE TO EACH SECTION OF THE WORK UNLESS SPECIFICALLY NOTED TO THE CONTRARY:** The Information for Bidders and General Conditions, Specifications, Supplements and any addenda apply to all work included under the various sections of this bid.

**PAYMENTS:** The contract is to provide that the Contractor is not to be paid more than ninety (90%) percent of the amount of the contract upon completion of the work. The remaining ten (10%) percent to be paid upon receipt of lien certificate.

The University will not make payments to the Contractor for materials and equipment stored at any other place other than the project site. Terms will be Net 30 days. Approved invoices will be paid 30 day after the date they are dated.

The University will make partial payments monthly to the Contractor upon submission of request for partial payments based on the work completed to date.

**GUARANTEE:** If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

**DISCRIMINATORY PRACTICES:** Both the University and the Contractor shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap, or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order 11246 and the National Vocational Rehabilitation Act of 1974 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to insure that services are delivered without discrimination due to race, color, national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 and with the State of Louisiana's Executive Order KBB 2004-54 which bans discrimination in employment or in delivery of services on the basis of sexual orientation. Prior to the University entering into a contract the successful bidder shall execute (and deliver to LSUHSC Purchasing) the attached Assurance, Equal Employment Opportunity Clause and Affirmative Action Compliance.

**EXCLUDED VENDOR / PERSON LIST:** By signing this document, I certify that neither this business entity or any of its employees is currently listed as excluded or sanctioned by the Department of Health and Human Services, Office of Inspector General (OIG) or the General Services Administration (GSA). I understand that if this business entity or any of its employees appear on either listing, my bid (if applicable) will be rejected. Furthermore, I understand that if at anytime during the term of this contract, this entity or any of its employees appears in either listing, I will notify the University, and this contract will be terminated.”

**EXHIBIT D**

**INSURANCE REQUIREMENTS**  
**FOR NEW CONSTRUCTION, ADDITIONS AND LARGE RENOVATIONS**

The Contractor shall purchase and maintain without interruption 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, or anyone employed directly or indirectly by any of them. The duration of the contract shall be from the inception of the contract until the date of final payment.

**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 \$1,000,000 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. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**2. Commercial General Liability**

a. Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. 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.

b. The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

**c. COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE**

<b>Type of Construction</b>	<b>Projects up to \$1,000,000</b>	<b>Projects over \$1,000,000 up to \$10,000,000</b>	<b>Projects over \$10,000,000</b>
<b>New Buildings:</b>			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
<b>Renovations:</b>		<b>The building(s) value for the Project is</b>	
		\$ _____ **	
Each Occurrence Minimum Limit	\$1,000,000 **	\$2,000,000 **	\$4,000,000 **
Per Project Aggregate	2 times per occur limit **	2 times per occur limit **	2 times per occur limit **

While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,000,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident 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.

### **4. Excess Umbrella**

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

### **5. Builder's Risk**

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

b. Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.

c. A Specialty Contractor may provide an installation floater in lieu of a Builders Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

d. The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

### **6. Pollution Liability (required when asbestos or other hazardous material abatement is included in the contract)**

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **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. Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, 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.

## 2. Commercial General Liability Coverage

a. The Agency, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

## 3. Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss: Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agree that the decision of the appraisers and the umpire if involved will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

## 4. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation 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.

In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

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**

1. 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 an A.M. Best's rating of **A:-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

2. 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 within 30 days.

## **E. VERIFICATION OF COVERAGE**

1. 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 or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana

Agency Name, Its Officers, Agents, Employees and Volunteers

Address, City, State, Zip

Project or Contract #:

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

4. If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Agency, payment to the Contractor may be withheld until the requirements have been met, OR the Agency may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause. 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**

1. 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.

2. If Contractor does not verify subcontractors' insurance as described above, Agency has the right to withhold payments to the Contractor until the requirements have been met.

## **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**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, 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 the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.



2. 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

**EXHIBIT E  
INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached?  Yes  No

Contract No. \_\_\_\_\_ for \_\_\_\_\_  
State Agency Name

PURPOSE OF  
CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTESTATION CLAUSE REQUIRED BY  
LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- |  |  |
|--|--|
| (a) Theft (R.S. 14:67)                           | (f) Bank fraud (R.S. 14:71.1)                                |
| (b) Identity Theft (R.S. 14:67.16)               | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.S.14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)     |  |

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER**

Chancellor's Memorandum  
CM-58 – Tobacco Use Policy

**To:** Vice Chancellors, Deans, Administrative Staff, Department Heads, Employees, and Students.

**From:** LSU Health Sciences Center New Orleans Chancellor

Initially issued: May 5, 2015  
Revised November 18, 2020

### I. Policy

LSU Health Sciences Center recognizes the hazards to the health of our citizens caused by tobacco use and therefore establishes this policy to provide a tobacco-free environment for all its students, faculty, staff, and visitors.

Use of tobacco, as defined herein, is prohibited on all LSU Health Sciences Center owned, operated, or leased properties, as well as in all campus owned or leased vehicles.

This policy applies to all employees and students as well as all visitors to campus. All faculty, staff, and students are asked to remind others, in a polite and courteous manner, that all our buildings and grounds are tobacco-free and that no tobacco use is allowed anywhere on campus. University Police will be available to enforce this policy in a courteous but firm manner if necessary.

### II. Definitions

**Tobacco:** any and all forms of tobacco, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, smokeless tobacco, snuff, chewing tobacco, electronic smoking device, and/or any other product which is used to deliver nicotine by means of smoke or vapor. This does not include any FDA-approved product or device intended to assist the user to stop smoking or using tobacco products.

**Electronic Smoking Device:** any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the produce the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e cigarette, e-cigar, e-pipe, e-hookah, vape pen, nicotine inhaler, or under any other product name or descriptor.

### III. Procedures

Employees may request that an individual on a campus property or in a campus vehicle not use tobacco; if that person refuses to comply, please notify your supervisor or Human Resources with the employee's name, or contact University Police if the person is a visitor. University Police will escort non-compliant visitors off the premises

For employees, failure to comply with this policy may result in disciplinary action, up to and including termination. Anyone who violates the tobacco-free policy will be referred to cessation resources.

LSUHSC, in collaboration with the Tobacco Control Initiative, has established an in-house phone line to provide information on available resources for its faculty, students and staff. Further information is available at 1-800-QUIT-NOW (7848-669).

Signed: Larry H. Hollier, M.D., Chancellor