

**BID FORM**

BID DATE: Tuesday, November 1st, 2:00 pm

TO: XAVIER UNIVERSITY  
NEW ORLEANS, LA

BID SUBMITTED FOR:

PROJECT NAME: **Xavier University of Louisiana Qatar Pavilion HVAC Repairs**

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

acknowledges receipt of the following ADDENDA:

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

THE BIDDER: hereby declares that they have; a) carefully and thoroughly examined all of the Bidding Documents and all of the Contract Documents; b) a clear understanding of all of the Bidding Documents and all of the Contract Documents; c) personally inspected, visited, and accurately measured the proposed site with respect to the proposed construction; d) personally checked existing elevations of the existing site, with an accurate leveling instrument, with respect to new elevations required for new proposed construction; e) personally verified locations, service entrances, and conditions of all existing water, gas, electrical, and telephone utilities; f) and is fully familiar with all of the existing conditions and existing details on the Project site, and hereby proposes to provide all necessary Work, labor, materials, equipment, expenses, services, scaffolds, pumps, night lighting, barricades, security measures, safety measures, licenses, insurance, bond(s), taxes, building permits, local required permits, transportation, delivery, freight, shipping, services, all apparatus, tools, and appliances required to perform all Work and services for the construction and completion of the above referenced Project, all in accordance with the Scope of Work prepared by:

Crumb Engineering, LLC  
4609 Fairfield Street  
Metairie, LA 70006  
Phone (504) 455-4450

and dated: September 28, 2022

BASE BID: Includes all Work indicated and specified, for the lump sum amount of:

\_\_\_\_\_  
\_\_\_\_\_  
Dollars (\$)\_\_\_\_\_).

CONTRACT TIME: The Bidder hereby fully agrees to complete the Work under this Contract within 180 calendar days from award of Contract.

**LIQUIDATED DAMAGES:** The Bidder hereby further agrees to pay as Liquidated Damages the sum of one thousand dollars (\$1,000.00) per day for each consecutive calendar day which the Work is not complete beginning with the first day beyond the Completion Time stated above. Time is of the essence and completion of the Work shall be within the completion time stated above. The Owner will suffer financial loss and other losses if the Project is not Substantially Completed in the time set forth herein. The Contractor and his Surety shall be liable and shall pay to the Owner the sum specified herein as fixed, agreed, and liquidated damages for each consecutive calendar day, (Saturdays, Sundays, and all holidays included), of delay until the Work is Substantially Completed in accordance with the definition specified in the General Conditions of the Contract for Construction.

**AWARD AND EXECUTION OF CONTRACT:** If the Successful Bidder is notified of the acceptance of the Bid within thirty (30) days after the opening of Bids, he fully agrees to execute the Contract, and to provide specified bond(s) and original insurance certificates prior to the Owner signing the Contract, and prior to beginning Work. Do not depend on regular mail delivery of documents. Hand deliver or express mail all documents. Late receipt of bond(s), insurance certificates, signed Contracts, and other documents shall not delay the commencement date of the Contract and the Work. Once given a notice to proceed by the Owner, the successful Bidder is on his own time for insuring Substantial Completion of the Project.

**REJECTION OF BIDS:** The Bidder understands that the Owner reserves the right to reject any or all Bids for just cause or convenience.

**WITHDRAWAL OF BIDS:** The Bidder agrees that this Bid may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Bids, except for just cause except in accordance with the provisions of R.S.38:2214. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

**DAVIS BACON ACT:** The Bidder understands that the University and therefore the Bidder are required to comply with the Davis Bacon Wage Act.

**DIVERSE BUSINESS ENTERPRISE:** Engaging an experienced diverse team is important to Xavier. The University encourages involvement from diverse businesses including minority firms and women-owned firms. The University has established a **minimum diverse business goal of 35%** for this project. Additionally, Xavier may discuss and consider the involvement of firms or joint ventures that would enable diverse businesses to participate in the Project. Determination of a Bidder's ability and responsibility relating to this bid shall be at the sole discretion of the University. Xavier may utilize the standards as set in the State of Louisiana or the University's guidelines.

**TAX CHARGES:** The University is exempt from State sales taxes. Prices charged must not include such taxes.

**BID SECURITY:** Bid security in the amount of 5% of the total bid.

**AUTHORIZED SIGNATURE:** The person signing the Bid must be: 1) a current corporate officer, partnership member or other individual specifically authorized to submit Bids as evidenced in appropriate records on file with the Secretary of State; or 2) an individual authorized to bind the Contractor, as evidenced by an accompanying corporate resolution, certificate or affidavit.

By signing this Bid, the bidder certifies compliance with the above.

LICENSE CERTIFICATION: The Bidder certifies that they meet all licensing requirements of this State and is duly and currently licensed under the State of Louisiana. The name of the Bidder shown below shall correspond with the official name on the license.

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_

INSTRUCTIONS TO BIDDERS: The Bidder agree that they have read, understand, and have followed the Instructions to Bidders.

Respectfully submitted,

\_\_\_\_\_  
Name of Bidder

BY: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Typed or printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Type of Business or Agency, (e.g., Sole Proprietor, Partnership, Corporation, or other type of entity).

\_\_\_\_\_  
Business Address: Street, Rural Route, P. O. Box, etc.

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(A/C) Telephone Number

Date Signed: \_\_\_\_\_  
(month) (day) (year)

**ATTACHMENTS:**

- A) Proof of Required Insurance
- B) Bid Bond

Required by lowest bidder 48 hours after Bids Acceptance

- A) Performance and Payment Bond
- B) List of Sub-contractors
- C) Preliminary Construction Schedule
- D) List of Substitutions
- E) Schedule of Values

**INSURANCE REQUIREMENTS:**

THE SELECTED BIDDER SHALL PROCURE AND MAINTAIN AT ITS EXPENSE UNTIL FINAL PAYMENT BY XAVIER UNIVERSITY (THE UNIVERSITY) FOR SERVICES COVERED BY THIS AGREEMENT, INSURANCE IN THE KINDS AND AMOUNTS HEREINAFTER PROVIDED WITH INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN LOUISIANA, COVERING ALL OPERATIONS UNDER THIS AGREEMENT, WHETHER PERFORMED BY IT OR ITS AGENTS. BEFORE COMMENCING THE SERVICES AND ON THE RENEWAL OF ALL COVERAGES, THE SELECTED BIDDER SHALL FURNISH TO THE UNIVERSITY A CERTIFICATE OR CERTIFICATES **NAMING: XAVIER UNIVERSITY OF LOUISIANA**, IN FORM SATISFACTORY TO THE UNIVERSITY SHOWING THAT IT HAS COMPLIED WITH THIS SECTION. ALL CERTIFICATES OF INSURANCE SHALL PROVIDE THAT THIRTY (30) DAYS WRITTEN NOTICE BE GIVEN TO THE VICE PRESIDENT FOR FISCAL SERVICES AT XAVIER UNIVERSITY OF LOUISIANA, ONE DREXEL DRIVE NEW ORLEANS, LOUISIANA 70125, BEFORE A POLICY IS CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED. VARIOUS TYPES OF REQUIRED INSURANCE MAY BE WRITTEN IN ONE OR MORE POLICIES. WITH RESPECT TO ALL COVERAGES REQUIRED OTHER THAN WORKERS' COMPENSATION WITH THE UNIVERSITY BEING NAMED AN ADDITIONAL INSURED. ALL COVERAGES AFFORDED SHALL BE PRIMARY WITH RESPECT TO SERVICES PROVIDED. KINDS AND AMOUNTS OF INSURANCE REQUIRED ARE AS FOLLOWS:

A. COMMERCIAL GENERAL LIABILITY INSURANCE AND PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) - A COMMERCIAL GENERAL AND PROFESSIONAL LIABILITY INSURANCE POLICY WITH COMBINED LIMITS OF LIABILITY FOR BODILY INJURY, PROPERTY DAMAGE AND ERRORS AND OMISSIONS AS FOLLOWS:

\$3,000,000 PER OCCURRENCE-COMMERCIAL; \$1,000,000 PER OCCURRENCE-PROFESSIONAL LIABILITY

\$3,000,000 POLICY AGGREGATE-COMMERCIAL; \$2,000,000 POLICY AGGREGATE-PROFESSIONAL

\$3,000,000 PRODUCTS LIABILITY/COMPLETED OPERATIONS

\$3,000,000 PERSONAL AND ADVERTISING INJURY

\$ 50,000 FIRE - LEGAL

\$ 5,000 MEDICAL PAYMENTS

Fire, Lightning or Explosion

SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR ALL SERVICES PERFORMED FOR THE UNIVERSITY BY THE SELECTED BIDDER AND CONTRACTUAL LIABILITY COVERAGE SHALL SPECIFICALLY INSURE THE HOLD HARMLESS PROVISIONS OF THE CONTRACTUAL AGREEMENT.

B. AUTOMOBILE LIABILITY INSURANCE - AN AUTOMOBILE LIABILITY POLICY WITH LIABILITY LIMITS IN AMOUNTS NOT LESS THAN \$1,000,000 COMBINED SINGLE LIMIT OF LIABILITY FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE IN ANY ONE OCCURRENCE. SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR THE USE OF ALL OWNED, NON-OWNED, HIRED AUTOMOBILES, VEHICLES AND OTHER EQUIPMENT BOTH ON AND OFF WORK.

C. WORKERS' COMPENSATION INSURANCE - WORKERS' COMPENSATION INSURANCE FOR ITS EMPLOYEES IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF LOUISIANA.

D. UMBRELLA LIABILITY IN THE MINIMUM OF \$1,000,000 EACH OCCURRENCE AND \$2,000,000 AGGREGATE. THE UMBRELLA OR EXCESS POLICY MUST BE AT LEAST AS BROAD AS THE UNDERLYING POLICIES AND INCLUDE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYEE LIABILITY.

E. THE UNIVERSITY WILL ONLY ACCEPT COVERAGE FROM AN INSURANCE CARRIER WHO PROVIDES PROOF THAT IT IS LICENSED TO DO BUSINESS IN THE STATE OF LOUISIANA