

**STATE OF LOUISIANA**  
**SOUTHEASTERN LOUISIANA UNIVERSITY**  
**HAMMOND, LOUISIANA**

A Member of the University of Louisiana System

**INVITATION TO BID**

TO

**Furnish, Deliver, Install, and Provide Annual Maintenance  
for an  
Water Quality Monitoring Buoy  
for the  
Chemistry Department**

ISSUING AGENCY: Southeastern Louisiana University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402-0800

DIRECTOR OF PURCHASING: Richard Himber

PROCUREMENT SPECIALIST: Misty Betz  
Telephone: (985) 549-5414

REQUISITIONED BY: Fereshteh Emami  
Telephone: (985) 549-2335

RELEASE DATE: April 18, 2024

DEADLINE FOR FAX INQUIRIES: April 25, 2024                      Fax To: 985-549-3810  
Attn: Misty Betz

BID OPENING DATE: May 9, 2024

BID OPENING TIME: 4:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University  
Purchasing Department  
Property Control & Supply Building  
2400 North Oak Street  
Hammond, Louisiana

This ITB is available in electronic form at  
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=42>  
It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that maybe issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

**STATE OF LOUISIANA  
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HAMMOND, LOUISIANA**

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 4:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 4:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

**Mail address:** Southeastern LA University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402

**Delivery:** Southeastern LA University  
Purchasing Department  
Property Control & Supply Bldg  
2400 North Oak St  
Hammond, LA 70402

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

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

## **INSTRUCTIONS TO BIDDERS**

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed by an authorized representative of the bidding entity. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid sent by facsimile equipment or email. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 3) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, and technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 4) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

- 5) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 6) **Notice of Special Programs Available for Small Business:** <https://www.opportunitylouisiana.com/small-business/special-programs-for-small-business>
- 7) **Signature Authority:** In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying or as provided upon request a corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

# GENERAL CONDITIONS

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **Equal Opportunity:** By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.  

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
- 10) **Piggyback:** Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded vendor.

A Member of the University of Louisiana System.



**BID RESPONSE PAGE**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>UOM</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Price</u></b>
<b>1.</b>	Water Quality Monitoring Buoy that supports a variety of Environmental Sensors	7	Each		
<b>2.</b>	Annual Web Database Service Contract	(for all buoys)			
<b>3.</b>	Mooring Hardware (anchor, chain, etc.)	7	Each		
<b>4.</b>	Sensors to read real-time monitoring of the attached parameters that can measure/calculate/output	7	Each		
<b>5.</b>	Cellular Communications with Battery or Solar Charging (Solar preferred)	(for all buoys)			
<b>Total:</b>					

***See Next Page for Specifications***

## **SPECIFICATIONS**

**Item:** Water Quality Monitoring Buoy

**Item Description:** Monitoring buoy must support a variety of environmental sensors and can be moored into place in the included map and depths. The buoy will have real-time cellular communication.

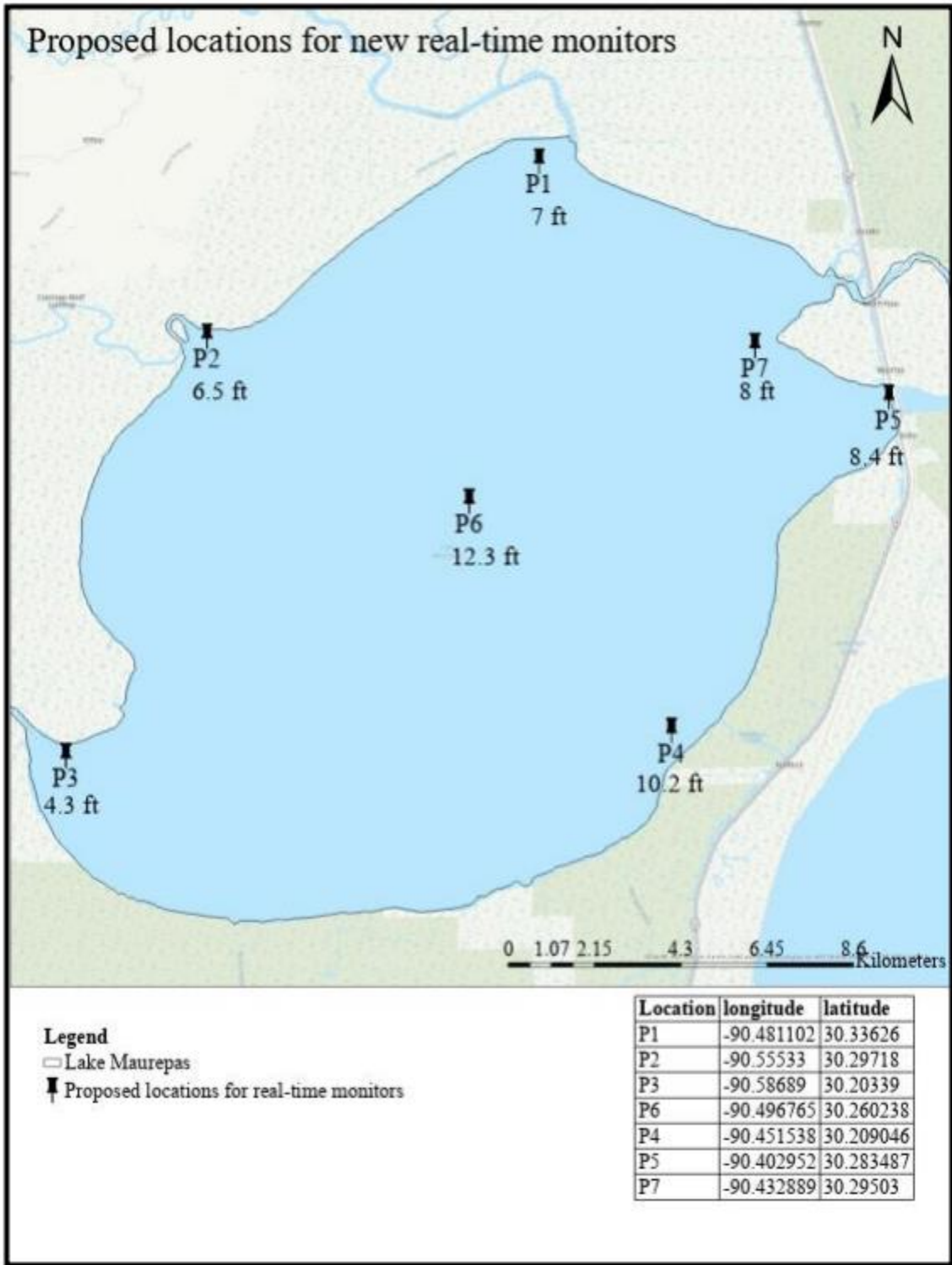
### **Specific Buoy Features (info inside parenthesis represents expected Range, Resolution, and Accuracy, respectively)**

1. Sensor to provide real-time monitoring that can measure/calculate/output temperature (-5 to 50°C, 0.01, ±0.1).
2. Sensor to provide real-time monitoring that can measure/calculate/output pH (0 to 14 units 0.01, ±0.1 within 10 C of calibration, 0.2 C otherwise).
3. Sensor to provide real-time monitoring that can measure/calculate/output dissolved oxygen (0-500% saturation, 0.1%, Corresponds with the accuracy of the concentration reading).
4. Sensor to provide real-time monitoring that can measure/calculate/output turbidity (0-40, 40-400, 400-500 NTU, 4 digits with maximum of two decimals, ±2 % of range).
5. Sensor to provide real-time monitoring that can measure/calculate/output tryptophan (0 to 20,000 ppb, two decimals, Linearity of 0.99R<sup>2</sup>).
6. Sensor to provide real-time monitoring that can measure/calculate/output CDOM (0 to 1250 or 0 to 5000 ppb, two decimals, Linearity of 0.99R<sup>2</sup>).
7. Sensor to provide real-time monitoring that can measure/calculate/output crude oil (0 to 1500 ppb, two decimals, Linearity of 0.99R<sup>2</sup>).
8. Sensor to provide real-time monitoring that can measure/calculate/output refined oil (0 to 10,000 ppb, two decimals, Linearity of 0.99R<sup>2</sup>).
9. Sensor to provide real-time monitoring that can measure/calculate/output BOD (0 - 2000 mg/l, 0.01 mg/l, ±5 % of reading).
10. Sensor to provide real-time monitoring that can measure/calculate/output COD (0 - 4000 mg/l, 0.01 mg/l, ±5 % of reading).
11. Sensor to provide real-time monitoring that can measure/calculate/output coliforms (>1 count/100ml, 1 count/100ml, ±10 Coliforms).
12. Sensor to provide real-time monitoring that can measure/calculate/output CH<sub>4</sub>.
13. Mooring hardware for the specified depth.
14. Cellular communications with battery or solar charging, with solar charging preferred.
15. Annual web database service contract.

16. The awarded bidder is responsible for the cost of installation, and annual maintenance. **Southeastern Louisiana University will provide transportation services to the sites on the lake and provide the deployment device.**
17. The supplier must provide a United States Coast Guard (USCG) compliant buoy, USCG compliant light and mooring. They buoy system must meet or exceed all USCG regulations and policies.

**VENDOR MUST INCLUDE ALL EXPENSES, (THIS INCLUDES SHIPPING AND DISCOUNTS) IN THE UNIT PRICE.**





**SEE PAGES 10-14 FOR INSURANCE REQUIREMENTS.**

SOUTHEASTERN UNIVERSITY  
INSURANCE REQUIREMENTS FOR VENDORS & EXTERNAL PROVIDERS

Before commencing work, the Other Party (contractor and/or subcontractor) 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. A cancellation notice will be provided to the Agency in the event of a cancellation for all of the following stated insurance policies

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 \$1,000,000 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. 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 and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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. 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 within 30 days. 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 Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are 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.
- 4) 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.

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

- 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 to Agency's property caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- I. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance 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.

**THE BELOW EXTENSIONS OF COVERAGES  
SHALL BE MARKED OR STATED  
ON THE  
CERTIFICATE OF INSURANCE**

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**EXTENSION OF COVERAGE ACKNOWLEDEMENT**

**GENERAL LIABILITY:  
INCLUDES THE FOLLOWING AS ADDITIONAL INSURED:**

State of Louisiana  
Southeastern Louisiana University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402

**AUTOMOBILE LIABILITY:  
INCLUDES THE FOLLOWING AS ADDITIONAL INSURED:**

State of Louisiana  
Southeastern Louisiana University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402

**WORKERS COMPENSATION:  
INCLUDES WAIVER OF SUBROGATION IN FAVOR OF:**

State of Louisiana  
Southeastern Louisiana University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402



## INDEMNIFICATION AGREEMENT

The Contractor/Vendor hereinafter referred to as PROVIDER shall execute the below Indemnification Agreement prior to furnishing services.

PROVIDER 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 PROVIDER, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by PROVIDER as a result of any claims, demands, suits, or causes of action except of 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, its agents, servants, employees, and volunteers. PROVIDER 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 PROVIDER in defense of claims, but this shall not affect the Provider's responsibility for the handling of and expenses for all claims.

\_\_\_\_\_  
Provider Name (Name of Business)

\_\_\_\_\_  
Signature (Authorized Officer)

\_\_\_\_\_  
Title

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

CONTRACT FOR: Southeastern Louisiana University

CONTRACT NO. \_\_\_\_\_

**PURPOSE OF CONTRACT:**  
Furnish, Deliver, Install, and Provide Annual Maintenance for a Water Quality Monitoring Buoy for the Chemistry Department