



BID NUMBER: **SB# 7660**

DATE: **April 16, 2025**

**NORTHWESTERN STATE
UNIVERSITY**

Business Affairs – Purchasing Section
St. Denis Hall/ 200 Sam Sibley Dr.
Natchitoches, Louisiana 71497
(318) 357-5716
email: purchasing@nsula.edu

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until **2 pm Thursday, May 15th, 2025**, and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

DESCRIPTION

Contract for Chemicals for Pool at NSU Recreation Complex

BIDDERS PLEASE FILL IN ALL BLANK SPACES AND SIGN BELOW

Terms will be _____ and shipment will be received within _____ days after receipt of order.

***** In compliance with and subject to the conditions thereof, the undersigned offers and agrees, if this bid be accepted within thirty (30) days from date of opening, to furnish any or all of the items (or sections) at the price set opposite each item (or section).

VENDOR NAME

SIGNATURE AUTHORITY (Re: L.R.S. 39:1594(Act 121))

ADDRESS

PRINTED OR TYPED NAME / TITLE

CITY, STATE, ZIP

FEDERAL TAX IDENTIFICATION NUMBER (FIN)

TELEPHONE NUMBER

EMAIL

DATE

ACCEPTANCE /AWARD

Date of Award and Execution

Recommendation: _____

Approved: _____
Ashlee Grayson, Director of Purchasing

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. Bids submitted in the following manner will not be accepted:

1. Bid contains no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on NSU's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be returned to sender unopened.

Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Submission of Bids

Firms/individuals who are interested in providing services requested under this ITB must submit a bid containing the information specified in this solicitation. The bid must be received in hard copy (printed) version by the Purchasing Office on or before **(2:00 PM)** Central Daylight Time on the date specified. FAX or e-mail submissions are not acceptable. Bidders mailing their submittals shall allow sufficient mail delivery time to ensure receipt of their submittal by the time specified. The submitted bid must be delivered at the Bidder's expense to:

Attn: Ashlee Grayson
Director of Purchasing
Business Affairs/St. Denis Hall
200 Sam Sibley Drive
Northwestern State University
Natchitoches, Louisiana 71497

*******Submittals should have ITB #7660 clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection.*******

For courier delivery, the street address above and the telephone number is (318-357-4496). It is solely the responsibility of each Bidder to ensure that their submittal is delivered at the specified place and prior to the deadline for submission. Submittals received after the deadline will not be considered.

NSU requests that **(1)** copy of the solicitation be submitted to the Purchasing Office at the address specified. The bid shall contain original signatures of those company officials or agents duly authorized to sign bids or contracts on behalf of the organization. A certified copy of a board resolution granting such authority shall be submitted if Bidder is a corporation. The bid with original signatures will be retained for incorporation in any contract resulting from this ITB.

3. Prices: The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

4. F.O.B: Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

5. Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the ITB. Unless otherwise specified in the ITB, 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 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 products specified in the ITB.

6. Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the ITB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

MANUFACTURER'S NUMBERS AND TRADE NAMES: Where the manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number are meant to establish the standard, type, quality, style, etc. Northwestern State University shall be the sole judge as to whether or not the equipment offered is equal to that specified.

7. 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 Buyer-of-Record at purchasing@nsula.edu. Written inquiries must be received in the NSU Purchasing Office no later than **five (5) calendar days prior to the opening of bids** and **must clearly cross-referenced to the bid/solicitation/specification number in subject field** of the email request.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any NSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the NSU Purchasing Office, and mailed or delivered to all Bidders known to have received the solicitation. NSU shall not be responsible for any other interpretations or assumptions made by Bidder.

8. 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 Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

9. Award: Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing 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.

10. Purchase Order: If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the University, meet the requirements of these specifications.

11. Conditions of Purchase Orders: We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order, you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected. Northwestern State University reserves the right to purchase additional quantities at the same price, terms, and conditions for a period of ninety (90) days from the date of order based upon vendor acceptance.

12. Inspection and Acceptance: Upon delivery of each item to the Agency, inspection of the item will be made by Northwestern State University, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

13. Reject: All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the NSU purchase order number, or it will be refused and returned at vendor's expense.

14. Payment Terms: Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken 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. Invoices shall be submitted to: Northwestern State University, Business Affairs, Accounts Payable Section, St. Denis Hall, Natchitoches, LA 71497. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

15. U.S. Taxpayer Identification Number: Vendor must include an IRS Form W-9 and enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

16. Taxes: The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

17. New Products: Unless specifically called for in the ITB, 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 ITB. The manufacturer's standard warranty will apply unless otherwise specified in the ITB.

18. Contract Renewals: Upon Agreement of Northwestern State University Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms, and conditions. In such cases, the total contract term cannot exceed 36 months.

19. Contract Cancellation: Northwestern State University reserves the right to cancel this contract with thirty(30) days written notice.

20. Default of Contractor: Failure to deliver within the time specified in the bid will constitute default and may cause cancellation of the contract. Where the Northwestern State University Purchasing has determined the contractor to be in default, NSU Purchasing 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.

21. Davis Bacon Act: The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

22. Order of Priority: In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

23. Applicable Law: All contracts shall be construed in accordance with governed by the laws of the State of Louisiana.

24. Discrimination and EEOC COMPLIANCE: The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of 1972, Federal Executive Order 11246, the 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 the Civil Rights Act of 1964, as amended by the Equal Opportunity Act 1972, and contractor agrees to abide by the requirements of the Americans With Disabilities Act of 1990: Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with KBB 2004-54 because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

25. Standard Preference:

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes _____

Specify Item Number(s) _____

Name and location within Louisiana where such paper or paper product is manufactured or converted:

B. A preference not to exceed 10% may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____

Specify Item Number(s) _____

Specify location within Louisiana where this product is manufactured, produced, grown, or assembled: _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

Yes: _____ No: _____

[**Note:** If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.]

26. Scope of Contract: Furthermore, submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

27. Right to Audit: The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this bid and any resulting contract agreement.

28. 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

29. Qualification of Bidder: NSU reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the contract work. The Bidder shall furnish all information and data (including additional samples) for this purpose as NSU may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for a determination of non-responsibility.

Bids submitted are subject to provisions of the laws of the State of Louisiana including but limited to L.R.S. 1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special considerations; and specifications listed in this solicitation.

(Members of firm or person authorized to sign bids for corporation)
BIDDERS MUST SIGN IN INK

I M P O R T A N T

Signature Authority: In Accordance with L.R.S.39:1594 (Act 121), the person signing the bid must be:

- 1. A current corporate officer, partnership member of 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; or**
- 3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.**

By signing the bid, the bidder certifies compliance with the above.

A Member of the University of Louisiana System

WE ARE AN EQUAL OPPORTUNITY UNIVERSITY

NOTE:

- Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the NSU Purchasing Office of any unforeseen delays beyond its control. In such cases, NSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.
- Vendors are advised that all hazardous products must be accompanied by a “Hazardous Materials Data Sheet”.
This sheet must also include suggested antidotes for ingestion and other contact.
- Items furnished shall be delivered to the University, uncrated, set-in place, installed and all debris removed by the Vendor.
- Any and all questions arising from the specifications must be addressed in writing to purchasing@nsula.edu and will be answered via an Addendum.
- No addenda will be issued within a period of seventy-two (72) hours prior to the date set for the receipt of bids except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.

Shipping Address:

- Equipment will be shipped FOB directly to the NSU Golf Course, 6604 LA-1 Bypass, Natchitoches, LA 71457

All shipping/freight shall be included in the bid price. All installation and/or set-up shall be included in the bid price.

SPECIFICATION
Chemicals for Recreation Complex

Scope:

This contract will be to furnish chemicals for the swimming pool at the NSU Recreation Complex. The quantities listed are as estimated usage for a one-year period. The quantity may change during the contract and any additions or deletions will be accepted by the contractor and not affect the per unit price of the supplies. Chemicals are to be delivered throughout the contract period on an “as-needed” basis. This bid will be awarded on an all-or-none basis. Northwestern State University reserves the right to delete line items.

Contract Terms:

This contract will be effective beginning July 1, 2025, through June 30, 2026. At the option of the University and acceptance by the Contract, this contract may be renewed for two (2) additional twelve (12) month periods at the same terms, conditions and price. Contract not to exceed thirty-six (36) months.

Bid Form

CONTRACT FOR CHEMICALS FOR RECREATION COMPLEX

Item	Qty.	Description	Unit Price	Total Price
1.	5000 lbs	Pulsar Plus Hypo Chlorine Pellets (Granular Form 68-75% chlorine)	\$ _____	\$ _____
2.	120 lbs.	Stabilizer, granular form, Cynuric Acid (per 40lb)	\$ _____	\$ _____
3.	500 lbs.	Pulsar Shock, Granular form 68-75% chlorine (Cal Hypochlorite)	\$ _____	\$ _____
4.	500 lbs.	Calcium Chloride Flakes, bucket (per 50lb)	\$ _____	\$ _____

TOTAL BID AMOUNT:

_____ \$ _____
(Words) (Figures)

F.O.B: Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

Acknowledges receipt of the following:

ADDENDA: No: _____ Dated: _____ No: _____ Dated: _____
No: _____ Dated: _____ No: _____ Dated: _____

VENDOR NAME

SIGNATURE (Re: L.R.S. 39:1594(Act 121))

ADDRESS

TITLE

CITY, STATE, ZIP

FEDERAL TAX IDENTIFICATION NUMBER (FIN)

DATE

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.
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. 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.
7. 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.)

Professional Job Title: _____

Official Company Name: _____

Street Address: _____

City: _____

State: _____

Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

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

Date: _____

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:

