

# Invitation to bid to furnish and deliver an Automated PCR Setup Workstation for the Biology Department

State Of Louisiana  
Southeastern Louisiana University  
Hammond, Louisiana

## Cover Page

### Issuing Agency:

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

**Director of Purchasing: Richard Humber**

**Procurement Specialist: Misty Betz**  
Telephone: (985) 549-5414

**Requisitioned By: Dr. Kyle Piller**  
Telephone: (985) 549-2191

**Release Date: April 27, 2026**

**Deadline for Fax Inquiries: April 30, 2026**  
**Fax To:** 985-549-3810  
**Attn:** Misty Betz

**Bid Opening Date: May 13, 2026**

**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  
Southeastern Louisiana University  
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.

**Mailing Address:**

Southeastern LA University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402

**Delivery Address:**

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: Per LA R.S. 39:1556, all written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink or electronic signature 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 filled out in pencil; (3) 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 timestamped 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.
- 10) 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.
- 11) Louisiana Revised Statute 39:1753.1 requirements shall apply to any equipment component which enables any form of connectivity.
- 12) Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded vendor.
- 13) Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries: In accordance with La.R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees: Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:
  - a. The company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
  - b. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.



## Bid Response Form

Bidder's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### **Scope: To Furnish and Deliver an Automated PCR Setup Workstation for the Biology Department**

I/we do hereby acknowledge receipt of the following addenda (if any):

Addendum number and date:

Addendum number and date:

Other Requirements:

Bidder shall include the cost of transportation and handling in the unit price of item offered -- F.O.B. University, Hammond, LA.

If bidding other than the specified make and model, then the bidder should attach illustrations and descriptive literature of the item(s) offered to the bid response form for evaluation purposes.

The attached Instructions to Bidders/General Conditions shall be a part hereof.

To the Vendor:

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict unless otherwise specified, the submission of equivalent products.

This solicitation is a sealed bid and must be returned by mail or delivered in person. Bid response forms cannot be faxed and any fax responses shall be rejected.

Terms: Net 30 Prox., F.O.B., Hammond, Louisiana.

Taxes: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The University is currently exempt from state sales and use tax.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

Authorized Officer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Bid Response Page**

Item No.	Description	Qty	Price	Total
1.	Automated PCR Setup Workstation	1		
2.	Warranty	1		
3.	Training	1		

Total Bid Amount	
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Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Initials: \_\_\_\_\_

See Next Page for Specifications

# Specifications

Item: Automated PCR Setup Workstation

Item Description: A high-precision automated liquid handling workstation designed for PCR assay preparation, sample aliquoting, and reagent dispensing to support molecular biology workflows.

## Specific Features

### 1. Liquid Handling System

- 1.1. The system must be an enclosed automated liquid handling workstation with a high-density deck (9 mm spacing) and a minimum of eight (8) independent pipetting channels. It shall accommodate a broad pipetting volume range, supporting transfers from as low as 1  $\mu$ L up to at least 1000  $\mu$ L, ensuring flexibility for a variety of laboratory applications.
- 1.2. Additionally, the system must be capable of performing simultaneous multi-channel pipetting with a high degree of positional accuracy, maintaining a precision of  $\pm 0.1$  mm or better to ensure reliable and reproducible results. The platform shall also support dynamic and non-uniform pipetting patterns, allowing for advanced liquid handling workflows and complex experimental protocols.

### 2. Deck and Workspace Configuration

- 2.1. The system must include a high-density deck configuration capable of supporting multiple carriers, pedestals, and labware positions.
- 2.2. The system must include, at a minimum:
  - 2.2.1. Multi-position carrier bases compatible with high-density configurations
  - 2.2.2. Dedicated pedestals for:
    - 2.2.2.1. Deep well plates
    - 2.2.2.2. Filter tip racks
    - 2.2.2.3. Reagent containers (including 50 mL formats)
      - 2.2.2.3.1. Multi-position reagent reservoir carriers
  - 2.3. The system must support modular deck configuration to accommodate complex PCR workflows.

### 3. Contamination Control and Pipetting Technologies

- 3.1. System must include ALL of the following advanced technologies:
  - 3.1.1. Air Displacement Pipetting (no system liquid or tubing)
  - 3.1.2. Real-time aspiration monitoring to detect:
    - 3.1.2.1. Insufficient volumes
    - 3.1.2.2. Air aspiration
    - 3.1.2.3. Tip blockage
  - 3.1.3. Pressure-based aspiration/dispense monitoring system capable of:
    - 3.1.3.1. Recording pressure curves
    - 3.1.3.2. Creating traceable audit logs for each transfer
  - 3.1.4. Anti-droplet control system to prevent dripping with volatile liquids

- 3.1.5. Precision tip attachment system requiring minimal mechanical force and ensuring reproducible positioning
- 3.1.6. Dual liquid level detection system (capacitive and pressure-based)
- 4. Automation and Accessories
  - 4.1. The system must include the following integrated components and accessories:
    - 4.1.1. Temperature control module (heater/cooler) compatible with PCR workflows
    - 4.1.2. Plate adapters compatible with both 96-well and 384-well PCR plates
    - 4.1.3. Automated labware transport system (gripper mechanism) capable of handling plates within the system footprint
    - 4.1.4. Barcode identification system including:
      - 4.1.4.1. 1D plate barcode reader
      - 4.1.4.2. 2D barcode reader
    - 4.1.5. Pipetting verification and calibration kit
    - 4.1.6. System controller (computer workstation) with operating system and control interface
- 5. Software
  - 5.1. The system must include a fully integrated, advanced liquid handling control software platform capable of:
    - 5.1.1. Method development and workflow programming
    - 5.1.2. Real-time monitoring and error handling
    - 5.1.3. Audit trail generation and data traceability
    - 5.1.4. Custom protocol development for PCR setup workflows
  - 5.2. The software must support graphical workflow design and automation scripting capabilities.
- 6. Installation
  - 6.1. The vendor shall provide comprehensive on-site installation and system validation to ensure the equipment is fully operational.
- 7. Training
  - 7.1. The vendor must deliver operator training for laboratory personnel to support proper and efficient use of the system, along with all necessary documentation and user manuals for ongoing reference and support.
- 8. System Integration and Validation
  - 8.1. The vendor must provide:
    - 8.1.1. Installation Qualification (IQ) and Operational Qualification (OQ)
    - 8.1.2. Pipetting volume verification and performance validation
    - 8.1.3. System acceptance testing upon installation
  - 8.2. The system must be delivered fully configured and ready for operational use.
- 9. Performance Requirements
  - 9.1. The system must be designed to ensure high reproducibility and accuracy in PCR setup workflows, delivering consistent and reliable results across runs. It shall incorporate features that minimize the risk of cross-contamination, thereby

maintaining sample integrity. Additionally, the system must support high-throughput sample processing to enable efficient handling of large volumes of samples in laboratory operations.

#### 10. Warranty and Support

10.1. Warranty must include:

- 10.1.1. Minimum 12-month coverage
- 10.1.2. Preventive maintenance support during the warranty period
- 10.1.3. Access to application support for method development and troubleshooting

#### 11. Delivery Requirements

11.1. Vendor must provide inside delivery (white-glove service) including:

- 11.1.1. Delivery to final installation location
- 11.1.2. Unpacking and debris removal
- 11.1.3. Coordination with university personnel

#### 12. Evaluation Criteria

12.1. Bids will be evaluated based on several key factors, including the extent to which the proposed equipment meets the required specifications and the overall technical capability of the solution. Consideration will also be given to the proposed delivery timeline to ensure timely implementation, as well as the total cost of the bid. In addition, the vendor's experience, reliability, and ability to provide ongoing support will be taken into account as part of the overall evaluation process.

#### Contact information

Dr. Kyle Piller  
Director for Environmental Research  
Department of Biological Sciences  
Southeastern Louisiana University  
Hammond, Louisiana  
(985) 549-2191  
kyle.piller@selu.edu

**Vendor must include all expenses (this includes shipping and discounts) in the unit price.**

**See following pages for insurance requirements.**



## **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, if applicable, 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

### **1) Minimum Scope and Limits of Insurance**

#### **a) Workers Compensation**

- i) 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**

- i) 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**

- i) 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
- ii) Location of operations shall be "All Locations".

iii) Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

d) Professional Liability (Errors and Omissions)

i) Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Vendor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no later than 30 calendar days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

e) Cyber Liability

i) Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

2) Deductibles and Self-Insured Retentions

a) Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Vendor shall be responsible for all deductibles and self-insured retentions.

3) Other Insurance Provisions

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

i) Commercial General Liability and Automobile Liability Coverage

(1) The Agency, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the Vendor. 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. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

(2) The Vendor's insurance shall be primary as respects to the Agency, its officers, agents, employees, and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Vendor's insurance.

b) Workers' Compensation and Employers' Liability Coverage

i) 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 Vendor for the Agency.

c) All Coverages

i) All policies must be endorsed to require 30 calendar days' written notice of cancellation to the Agency. 10 day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Vendor's policy. In addition, the Vendor is required to notify the Agency of policy cancellations or reductions in limits.

ii) 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 not release the Vendor from the obligations of the insurance requirements or indemnification agreement.

iii) 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.

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

4) Acceptability of Insurers

a) 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.

b) If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Vendor 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 Vendor to purchase and/or maintain

any required insurance shall not relieve the Vendor from any liability or indemnification under the contract.

5) Verification of Coverage

a) The Vendor 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.

b) The Certificate Holder shall be listed as follows:

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

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

d) Upon failure of the Vendor to furnish, deliver, and maintain such insurance, the Contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Vendor to purchase and/or maintain any required insurance shall not relieve the Vendor from any liability or indemnification under the Contract.

6) Subcontractors

a) The Vendor shall include all subcontractors as insured 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.

7) Workers' Compensation Indemnity

a) In the event the Vendor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that the Vendor, 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 the Vendor, its owners, agents, and employees. The parties further agree that the Vendor is a wholly independent Vendor and is exclusively responsible for its employees, owners, and agents. The Vendor 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 the Contract.

- 8) The following Indemnification Agreement shall be a provision of the contract:
  - a) The Vendor 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 Vendor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Vendor 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.
  - b) The Vendor 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 Vendor in the defense of claims, but this shall not affect the Vendor's responsibility for the handling of and expenses for all claims.

The Below Extensions of Coverage Shall be Marked or Stated on the Certificate of Insurance

## **Extension of Coverage Acknowledgement**

### **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 Number: \_\_\_\_\_

Purpose of Contract:

To furnish and deliver an Automated PCR Setup Workstation for the Biology Department