

STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA

A Member of the University of Louisiana System

**INVITATION TO BID
TO FURNISH AND DELIVER
GRAVEL, SAND, TOP SOIL, AND LIMESTONE TO VARIOUS LOCATIONS
ON SOUTHEASTERN CAMPUS ON AS NEEDED BASIS FOR THE PHYSICAL PLANT
DEPARTMENT AND SOUTHEASTERN LOUISIANA UNIVERSITY.**

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

DIRECTOR OF PURCHASING: Richard Humber
Telephone: (985) 549-2064

PROCUREMENT SPECIALIST II: Monette Scott
Monette.scott@southeastern.edu
Telephone: (985) 549-5324

ITB COORDINATOR: Sandra Lelleck, Physical Plant
Telephone: (985) 549-3333

ITB RELEASE DATE: March 28, 2024

Deadline for Fax Inquiry: April 4, 2024

BID OPENING DATE: April 23, 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 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.

This ITB is available in electronic format

<https://wwcfprd.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 may be 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.

<p>Mail address: Southeastern LA University Purchasing Department SLU 10800 Hammond, LA 70402</p>	<p>Delivery: Southeastern LA University Purchasing Department Property Control & Supply Bldg 2400 North Oak St Hammond, LA 70402</p>
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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, 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 bidder.

A Member of the University of Louisiana System
Rvvd. 04/2023

NOTICE TO BIDDERS

Louisiana Revised Statute 39:1595 gives preference for all types of products produced, manufactured, or assembled in Louisiana. Southeastern may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured, produced, or assembled outside the state by more than (10%) ten percent.
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

If your business qualifies to claim the Louisiana preference as outlined, this form shall be completed and returned with the Bid Response Form/s for consideration and application of any preferences claimed. Bidder to state the following for consideration:

State Bid Item #’s Qualifying	State Whether: Produced Manufactured Assembled	State LA Location (City/Town)

If more space is needed, this form may be duplicated and appended.

I certify the above information is an accurate statement and products claimed qualify for application of LA preference per LA R.S. 39:1595:

Name of Business: _____

Official Claiming: _____

**SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM**

BUSINESS NAME: _____

TELEPHONE NO.: (_____) _____ FAX NUMBER: (_____) _____

ADDRESS: _____
MAILING CITY STATE ZIP

EMAIL: _____

SCOPE OF WORK: TO FURNISH AND DELIVER GRAVEL, SAND, TOPSOIL, AND LIMESTONE ON AN AS NEEDED BASIS TO VARIOUS LOCATIONS ON THE SOUTHEASTERN CAMPUS FOR THE PHYSICAL PLANT DEPARMENT AND SOUTHEASTERN LOUISIANA UNIVERSITY.

Contract Term: July 1, 2024 through June 30, 2025

Continuation: If mutually agreeable between Southeastern Louisiana University and the successful bidder, the contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms and conditions.

ADDENDA

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

No. _____ Dated _____ No. _____ Dated _____

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.

TERMS: Net 30 Prox., F.O.B. University, Hammond, LA 70402

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 AS ACCEPTANCE OF THE FAXED RESPONSE IN ITS ENTIRETY.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

INDEMNIFICATION AGREEMENT

To be completed and returned with Bid Response

The Vendor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense 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 Vendor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by 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, and/or employees. Vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

Accepted by:

Vendor Name _____

Signature _____

Title _____

Date _____

Is Certificate of Insurance Attached? [] Yes [] No

PURPOSE OF CONTRACT: To furnish and deliver gravel, sand, top soil, and limestone, to various locations on the Southeastern Louisiana University campus on an as needed basis for the Physical Plant Department and Southeastern Louisiana University.

SOUTHEASTERN LOUISIANA UNIVERSITY
 BID RESPONSE FORM CONTINUED

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to 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.

- A. **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.**

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

- B. **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.**

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- C. **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"**

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

SOUTHEASTERN LOUISIANA UNIVERSITY
 BID RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of the bid without further consideration.

INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY – STATUTORY MINIMUM
 COVERAGE

Name of Insurer: _____
 (Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: A Level / B, C, D, E, F Level
 Check Best Financial Size Category Rating: VI or Greater / V or Less

If Not A.M. Best Rated – State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY – \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
 (Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: A Level / B, C, D, E, F Level
 Check Best Financial Size Category Rating: VI or Greater / V or Less

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY – \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
 (Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: A Level / B, C, D, E, F Level
 Check Best Financial Size Category Rating: VI or Greater / V or Less

Agent Company: _____ Telephone No: _____

SOUTHEASTERN LOUISIANA UNIVERSITY
 BID RESPONSE FORM

Item No.	Description	Qty	Unit	Price
1	Washed Gravel	1	CY	
2	Masonry Sand	1	CY	
3	Construction Sand	1	CY	
4	Top Soil (clean - no roots)	1	CY	
5	Limestone # 610	1	CY	
6	State minimum cubic yards per load			
7	State Charge for loads less than minimum required			
8	State any additional charge for delivery to off campus sites, ie. Livingston, Baton Rouge, Turtle Cove - Manchac, LA.			
9	State any other charges that may apply			

Bidder shall include the cost of material, transportation, and handling in the unit price of the Product(s) being bid. - F.O.B. Southeastern Louisiana University, Hammond, LA.

All material will be ordered on an as-needed basis.

Signature

Date