SOUTHERN UNIVERSITY AND A & M COLLEGE
PURCHASING DEPARTMENT
Post Office Box 9534
J.S. Clark Administration Annex Building
1st Floor East
Baton Rouge, Louisiana 70813

INVITATION TO BID (ITB):

SPECTROMETER HARDWARE

Bids will be received at the above office until 10:00 A.M.-OCTOBER 26, 2005 and at that time publicly opened. Bids received after above specified time will be returned unopened.

BID OF: _____

ADDRESS: _____

_____

TO: **PURCHASING DEPARTMENT**
Southern University
Post Office Box 9534
Baton Rouge, Louisiana 70813

The undersigned certifies that he or she has (or they have) carefully examined the instructions to bidders, the general conditions and specifications here to attached and made part thereof, and agreed to comply with such instructions. The undersigned proposes to furnish any and all items hereto attached upon which prices are requested at prices as stated for each item.

Bidder: _____
Company's Name

By: _____
Evidence of Authority to submit the bid shall be required in accordance with R.S.38:2212(a)(1)(c) and/or R.S.39:1594 (c)(2)(d).

Date: _____

Telephone Number (____) _____

FAX Number (____) _____

BID NUMBER 3904

THE ITEMS ON THIS PROPOSAL ARE TRANSPORTATION CHARGES PREPAID TO SOUTHERN UNIVERSITBATON ROUGE, LOUISIANA 70813

SPECTROMETER HARDWARE

Item No.	*Quantity*	*Description*	*Unit Price*	*Amount*
1	***1 each***	***ICP-OEC System (As per attached specifications)***	_____	_____

VENDOR NOTE CAREFULLY:
We may indicate stock and/or model numbers as a guide, but we will consider an approved equal. If not bidding as specified, we'd like to have vendors' complete description and/or specifications of item(s). ***Failure to submit manufacturers' specifications for comparison and awarding purposes will result in rejection of bid.***

Specifications: ICP-OES Spectrometer Hardware Specifications

The ICP-OES must meet the following requirements:

Purpose: The purpose of this bid is to procure a state-of-the-art CCD, dual view ICP instrument that offers maximum performance and versatility.

A. SPECTROMETER:

1. The instrument must be an Inductively Coupled Plasma – Optical Emission Spectrometer using a solid state array detector.
2. The instrument must have an Echelle grating and utilize a Charge Coupled Device (CCD) array detector. The entire optical system must be enclosed in a purged and stabilized optical enclosure.
3. The instrument must acquire a complete spectral window including the peak and back ground wavelengths simultaneously.
4. The instrument must store acquired spectra completely at the user's option to permit post-run analysis and reprocessing.
5. The instrument must not use peak height searches during analyt measurements.
6. The system must include a water recirculator and that recirculator must not be mounted to the instrument chassis and have the ability to be situated at a distance from the instrument.
7. Viewing of the plasma must be computer-controlled.
8. The plasma torch must be mounted axially and be of a demountable design.
9. The system must have the ability to view the torch both axially and radially.
10. The system must have the ability to view the torch both axially and radially in the same analytical method.
11. The instrument must be able to view the torch either axially or radially across the spectrum from 167nm – 800 nm.

B. ICP SYSTEM:

1. The instrument must be of a design that sits on a bench top.
2. The RF generator must be completely solid state and run at a frequency of 40 Mhz. The generator must have an optimal power output range of 800 - 1500 watts and be computer-controllable in 5 watt increments.
3. The RF generator must not use a power amplifier tube.
4. The instrument must be able to run organic as well as aqueous matrices. Organic matrices include oil, MIBK, Kerosene, and Hexanes.
5. The instrument must monitor gas pressures, gas flows, interlocks, water flows, shear gas flows, and plasma stability. These interlocks must be continuously monitored and be displayed on the instrument controller as graphic symbol icons. If any interlock is interrupted, the plasma is shutdown automatically.
6. The instrument must be able to operate in laboratory conditions that range from 15 - 35°C and a relative humidity of 20 - 80 % non-condensing.

7. Plasma ignition and shutdown must me computer-controlled and totally automated.
8. The instrument must have a compressed air shear gas to cut off the cool end of the axial plasma to minimize self-absorption and physical interferences. Cone interfaces and high-powered venting systems are not acceptable.

C. FLOW CONTROLS:

1. Plasma and auxiliary gas flows must be controlled by binary-scaled solenoids at flows of 5-20 L/min and 0-2.0 L/min respectively.
2. The nebulizer argon flow must be controlled using a mass-flow controller and be variable from 0 - 2.0 L/min in 0.1 L/min increments.

D. SAMPLE INTRODUCTION SYSTEM:

1. The torch must be mounted axially to the instrument optical path.
2. The instrument should be available with either a Scott or cyclonic spray chamber and either a cross-flow or concentric nebulizer.
3. Using the cross-flow nebulizer the instrument must be able to routinely handle 50% HCl, HNO3, H2SO4, H3PO4, 20% HF, and 30% NaOH. The system must also be able to aspirate 10% NaCl for one hour without clogging.
4. The system must include a built-in, three-channel, variable speed, computer-controlled peristaltic pump.
5. The instrument must include a quick change torch module so the torch can be removed or changed quickly without excessive torch alignment. The torch should be individually replaceable, not of a "one-piece" design.
6. The sample introduction system must have user-selectable temperature control outside of the plasma area.

E. INSTRUMENT CONTROLLER:

1. The instrument controller must be a minimum of an industry standard Pentium 4, 2Ghz computer with 512 MB RAM.
2. The computer must have a hard disk that will hold at least 80 GB of information.
3. The computer must include at least an 48X CD-Rewriteable with multimedia sound card.
4. The computer must include an internal NIC with 10/100/1000 speed.
5. The computer must have minimum of a 17" flat screen color monitor.
6. The computer must have Windows 2000 or Windows XP.

F. SOFTWARE:

1. The instrument controlling software must run in Microsoft Windows 2000 or Windows XP.
2. The software must be able to display the peaks from an analysis for each replicate as the analysis progresses.

3. The instrument must be able to run at least two quality control samples with user defined limits for each element analyzed. If samples are found to fall out of these ranges, user defined corrective actions including recalibration and rerunning of samples must be available.
4. All raw data must be saved in a Microsoft Access database and the system must allow for post-run reprocessing of the data including the changing of background correction points, standard values, IEC factors, etc. Reprocessing must not overwrite the raw data.
5. Calibration curves must be stored and be able to be recalled for later use.
6. The software must have a library of analytical wavelengths containing at least 5000 wavelengths.
7. Calibration equations must include linear, non-linear, linear forced through zero, bracketing, and weighted linear.
8. The software must allow for up to five calibration blanks, five reagent blanks, and twenty calibration standards.
9. Software must have the ability to add samples to the analysis list while the instrument is currently analyzing samples.
10. Software must control FIAS pumps.
11. Automatic transfer of data to third party software, networks, LIMS systems or other devices.
12. The software must be able to open simultaneous sessions for online and offline use of the software.
13. The software must have auto shutdown and auto startup capabilities.

G. PERFORMANCE:

1. The instrument must have the following measured resolution:

As 193nm	0.007 nm
Zn 206nm	0.005 nm
Ni 221nm	0.008 nm
Ni 232nm	0.008 nm
Cu 324nm	0.012 nm
Ca 393nm	0.013 nm
Ca 396nm	0.014 nm
K 766nm	0.022nm

2. The instrument must have analytical linearity over 5-7 orders of magnitude without the use of line switching.
3. The autosampler must have total random access capabilities and hold at least 95, 15 ml samples and 8, 50ml standard vials.
4. The instrument must not require wavelength calibrations.

H. MISC:

1. The instrument warranty must be one year parts, labor, and travel. The detector must be warranted for five years and the computer must be warranted for three years.
2. Technical phone support must be available at no additional charge
3. Familiarization training provided during installation.
4. Tuition is provided for a formal training course for one (1) person at manufacturer's training facility.

BID NO. 9904

SOUTHERN UNIVERSITY AND A & M COLLEGE
PURCHASING OFFICE
Post Office Box 9534
Baton Rouge, Louisiana 70813
Telephone: (225) 771-4580
FAX: (225) 771-2026

Date_____

EXECUTION OF BID MUST BE SIGNED IN INK

In compliance with the request for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within ***thirty (30) days*** from the date of bid opening, to furnish any or all the items upon which prices are quoted, at the price set opposite each item. Completion time shall be _____ consecutive calendar days after Purchase Order, Notice to Proceed and/or Executed Contract is issued.

Any bid ***(Construction Only)*** submitted in the amount of fifty thousand dollars ($50,000.00) or more, the Contractor shall certify that he/she is licensed under ***R.S. 37:2150-2173*** and show his/her license number on the outside of the bid envelope.

Evidence of authority to submit the bid shall be required in accordance with ***R.S. 38:2212 (A)(2)(C) and/or R.S. 39:1594(C)(2)(D).***

BIDDER_____

BY_____
Signature Authority: In Accordance with R.S. 38:2212 (A)(1)(C) and/or R.S. 39:1594 (C)(2)(D)

Title_____

Address_____
Street/Post Office Box *City* *State* *Zip Code*

*Telephone/Fax Number(s)*_____

*State License Number*_____
In Accordance with R.S. 37:2150-2173

SPECIAL CONDITIONS

BIDDER'S CERTIFICATION OF EEOC AND ADA COMPLIANCE

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. 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.

Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees.

Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

R.S. 39: 1594 (Act 121)

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212 (A)(1)(C) and/or

R.S. 39:1594 (C) (2) (D).

"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 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 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."

VENDOR PREFERENCES

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? Yes_____ No_____

SPECIFY ITEM NUMBER(S)

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

SPECIAL CONDITIONS

Tax Information/State of Louisiana

In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.

BID BOND

A bid bond, cashier's check, or certified check, in the amount of 5% of the total bid, made payable to Southern University and A&M College, must accompany each bid.

If a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

REQUIRED: Yes _____ No XXX MJS

PERFORMANCE AND/OR PAYMENT BOND

The successful vendor will be notified by letter to secure a Performance and/or Payment Bond equal to the contract sum, from a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

In addition, any performance and/or payment furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Bond must be received within twelve (12) days from the date of notification.

If the Bond is not received within this period of time, Southern University reserves the right to award to the next acceptable low bidder, or to reject all bids and re-advertise, whichever is in the best interest of Southern University and the State of Louisiana.

REQUIRED: Yes _____ No XXX MJS

BIDDERS MUST COMPLY WITH ALL REQUIREMENTS ON THESE PAGES. IF THIS PAGE IS NOT RETURNED WITH BID, CONFIRMATION THAT YOU ARE COMPLYING WITH ALL REQUIREMENTS WILL BE REQUIRED PRIOR TO AWARD.

SOUTHERN UNIVERSITY BATON ROUGE

Southern University Purchasing Department will receive sealed bids until the time and date(s) specified in this Invitation for Bid (IFB). No bid will be considered if receive by the Purchasing Department after specified time and date(s). Beginning at that time, bids will be publicly opened, and read in the Conference Room- 1 st Floor East of the J.S. Clark Administration Annex Building, or otherwise made available.

Bids shall be mailed to:
Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

As an alternative, bids may be hand delivered to:
Southern University
Purchasing Department
1 st. Floor East - James L. Prestage Drive
J.S. Clark Administration Annex Building.
Baton Rouge, Louisiana 70813

Bids submitted are subject to provisions of La. R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; the General Conditions; and Special Condition; and Specifications listed in this Invitation for Bid.

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 University 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. 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.Special Envelopes.

To assure consideration, all bids should be submitted in the special envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

3.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 IFB. Unless otherwise specified in the IFB, 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/her bid. Bids not specifying brand and model numbers will be considered as offering the exact products specified in the IFB.

4.Descriptive Information.

Bidders proposing an equivalent brand or model should submit the bid information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications in the IFB. 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 do 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.

5.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 Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

GENERAL CONDITIONS

Southern University 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 information

1. Prices.
Unless otherwise specified by the Purchasing Department in the IFB, bid prices must be complete, including transportation, prepaid by bidder to destination. Bids other that FOB destination may be rejected.

2.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 determing awards. On indefinite quantity term 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.

3.Deliveries.
Bids may be rejected if the delivery time indicated is longer than that specified in the IFB.

4.Taxes.
Vendor is responsible for including all applicable taxes in the bid prices.

5.New Products.
Unless specifically called for in the IFB, all products for purchases 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 IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

6.Contract Renewals.
Upon agreement of Southern University and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty-six (36) months.

7.Contract Cancellation.
Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure 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 provision of state or federal law; (6) any other breach of contract.

8.Default of Contractor.
Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had 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.

9.Order of Priority.
In the event there is a conflict between the Instructions to Bidder or General Conditions and the Special Conditions, the Special Condition shall govern.

10.Applicable Law.
All contracts shall be constructed in accordance with and governed by the laws of the State of Louisiana.

11.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.

INSURANCE AND INDEMNIFICATION

Before commencing work, the other party (a vendor/contractor and/or subcontractor) will obtain and its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A-:VI or higher and will provide evidence of such insurance to Southern University. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same will be given to Southern University by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

WORKERS' COMPENSATION

The Contractor and Subcontractors will take and maintain during the life of the contract Workers' Compensation Insurance for all of their employees at the site of the project. In case any class of employees engaged in hazardous work under the Worker's Compensation Statute, the Contractor and Subcontractor will provide Employer's Liability Insurance for the protection of their employees not otherwise protected. Workers' Compensation limits as required by the LABOR CODE of the State of Louisiana and Employers Liability coverage. EXCEPTION: Employer's liability limits is to be $1,000,000 when work is to be over water and involves maritime exposure.

COMMERCIAL GENERAL LIABILITY

Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and property damage. This insurance will show on the certificate of insurance which of the following coverage is not included in the policy, if any:

1. Premises - Operation
2. Broad Form Contractual Liability
3. Products and Completed Operations
4. Use of Contractors and Subcontractors
5. Personal Injury
6. Broad Form Property Damage

AUTOMOBILE LIABILITY INSURANCE

Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and property damage unless otherwise *indicated in the contract specifications.* This insurance will include for bodily injury and property damage the *following coverages:*

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

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 are acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

LOCATION OF OPERATION WILL BE "ALL LOCATIONS".

EXHIBIT "A"
INDEMNIFICATION AGREEMENT

The_____ agrees to protect, defend indemnify, save, and
Contractor/Subcontractor/Lessee/Supplies
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 _____,its agents, servants, and
Contractor/Subcontractor/Lessee/Supplier

employees, or any and all costs, expense and/or attorney fees incurred by_____
Contractor/Subcontractor/Lessee/Supplier

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.

_____agrees to investigate, handle, respond to, provide defense
Contractor/Subcontractor/Lessee/Supplier

for and defend any such claims, demand, or suit at its sole expense and agrees to bear ll other costs and expenses related thereto, even if it (claims, etc.) Is groundless, fasle or fraudulent.

ACCEPTED BY:_____
Name of Company

Signature/Title_____

Date Accepted_____Is Certificate Attached?_____ Yes _____ No

Bid/Contract/Agreement Number _____ for SOUTHERN UNIVERSITY AND A&M COLLEGE

PURPOSE OF CONTRACT:_____

_____

_____