

“ADVERTISEMENT FOR BIDS

Sealed bids will be opened and publicly read by the Purchasing Department of The University of Louisiana at Monroe, Coenen Hall, Room 140, 700 University Avenue, Monroe, Louisiana, at 2 PM, November 30 2016 for the following:

Bid #50006-096 – Automatic Tissue Processor for Histology

Bid #50006-097- Imaging Flow Cytometer ←

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed herewith, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing bid must be shown on bid.

Complete bidding documents may be obtained from The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318/ 342-5218 or State of Louisiana LaPac site:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Please use the associated bid number.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

The Owner reserves the right to reject any and all bids and to waive any informalities incidental thereto.

The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.”

Notice To Vendors This Is Not An Order. It Is Merely A Request For Prices	THE UNIVERSITY OF LOUISIANA AT MONROE Monroe, Louisiana REQUEST FOR QUOTATION	9-Nov-16	Date and Time by Which Quotation Must be Returned 02:00 PM, Central Time November 30, 2016
	<u>BASIC PHARM SCIENCE</u> Department	TO THE VENDOR: To be returned on or before date specified above to:	
COMPLETE THIS SECTION (Name and Address of Vendor (Firm or Individual)) BEFORE RETURNING		THE UNIVERSITY OF LOUISIANA AT MONROE PURCHASING DEPARTMENT, COENEN HALL 140 700 UNIVERSITY AVE (Physical Add: 4014 LaSalle) MONROE, LOUISIANA 71209-2250	
		NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES	
		THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <u>LATE BIDS NOT ACCEPTED</u>	
PURCHASE REQUISITION NO.R0013025 BID 50006-097 P. O. No.			

INSTRUCTIONS TO BIDDERS:

1. **READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.**
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. **THIS BID IS TO BE MANUALLY SIGNED IN BLUE INK.**
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1755; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LIST IN THIS SOLICITATION.
6. **THIS IS A SEALED BIDS. MUST BE MAILED OR DELIVERED TO THE PURCHASING DEPARTMENT, COENEN HALL 140, 700 UNIVERSITY AVE, MONROE LA 71209.**
7. **TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER.**
8. BIDS OR QUOTATIONS MAY BE CONSIDERED FOR ALL OR PART OF TOTAL QUANTITIES.
9. NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVERY COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. **COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL**
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.
11. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

For questions regarding this bid, please contact Susie Clay at 318/342-5209.

TO THE VENDOR:	TO BE COMPLETED BY VENDOR
	Name of Vendor (Firm or Individual) _____
	Signature _____
	Name (Printed) _____
	Email _____
Terms Are Net 30 Days	Telephone # _____
	Fax # _____
	Title _____
	Quote # _____
	Date Submitted _____

**THE UNIVERSITY OF LOUISIANA AT MONROE
INFORMATION FOR BIDDERS AND STANDARD CONDITIONS**

1. GENERAL INFORMATION

- a. Address all inquiries and correspondence to the buyer at the phone and address as shown on cover page.
- b. Bids will be accepted in the Office of the Director of Purchasing, Purchasing Department, Coenen Hall, Room 1-140, 700 University Avenue, Monroe, LA 71209-2250, until time and date as stated on cover page. Physical address for hand delivery is Coenen Hall 140, 4014 LaSalle Street, Monroe LA 71209.
- c. Formal bids, amendments thereto or requests for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered, whether delayed in the mail or for any other cause whatsoever.

2. BID FORMS

- a. All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids in the following manner will not be accepted:
 - i. Bid contains no signature indicating intent to be bound;
 - ii. Bid filled out in pencil; and
 - iii. Bid not submitted on the university's standard forms.
- b. Bids must be received at the address specified in the solicitation prior to bid opening date and 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. Entire bid should be returned, except item pages not bid.

3. STANDARDS OF QUALITY

- a. Any product or service bid, shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation, unless otherwise specified in the solicitation, and manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. 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 solicitation.
- b. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging and of best quality as measured by acceptable standards of the trade, and any defects in any product may cause its rejection. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation, where applicable, all products are to be covered by standard factory warranty unless otherwise specified by the University.
- c. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the buyer to evaluate quality, suitability, and compliance with the specifications in the solicitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to manufacturer's published specifications 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 item(s) deviate. Failure to note exceptions on the bid 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 within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the purchasing office of The University of Louisiana at Monroe. Bid tabulations may be secured only after written request.

5. REJECTION OF BIDS

Bids from bidders who have a documented history of providing substandard products and/or services will be rejected and returned unopened to the bidder.

6. **AWARDS**

- a. Unless otherwise stated, award will be made to the lowest, responsible bidder, taking into consideration the quality of the products to be supplied and their conformity with the specifications.
- b. The 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 informalities.
- c. Preference is hereby given to materials, supplies, and provisions, produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the state.
- d. Only the issuance of a purchase order constitutes acceptance on the part of the University. The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.

7. **PRICES**

- a. Unless otherwise specified by the university in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation. Failure to do so may result in your bid being rejected.
- b. The University will not aid in the unloading of any freight, nor be responsible for any additional freight charges. Charges for extra freight labor needed for unloading bulky or heavy items as defined under National Motor Freight Regulations must be included in bid prices.
 - i. **Non-Installed Merchandise.** If you are the successful bidder, you are to make notation on freight bills and bills-of-lading that shipper guarantees charges to protect University against contingency of additional freight charges. Should extra charges be necessary, they will be charged back to the shipper.
 - ii. Instruct the shipper to include on bills-of-lading and freight bills our Purchase Order Number and our company name as first or second vendor. We are more concerned from whom we purchased the merchandise than from whom the merchandise was shipped. If freight is unidentifiable, the University will be forced to refuse shipment.
 - iii. **Installed Merchandise.** All merchandise bid upon "installed" means that you are to deliver, be on hand to receive merchandise when it reaches our premises, uncrate or unpack, assemble and set in place ready for operation, and remove debris from site.
 - iv. The only exception to this statement will be those of instances where installed merchandise comes onto the Campus and is of a nature that the freight line can handle the items involved without the aid of University personnel. In these instances, we will allow the freight line to unload the merchandise at the proper site, and will then notify the proper vendor that the merchandise is on hand and ready for installation.
 - v. The shipment is to be consigned to your establishment in care of THE UNIVERSITY OF LOUISIANA AT MONROE with notation on bills-of lading for the freight carrier to contact you, the vendor, before delivery. The University will take no part in the delivery of this merchandise except as noted above.
 - vi. Should for any reason merchandise of a nature requiring additional unloading labor be delivered to our Campus without the vendor being here to receive the freight, the University will refuse to receive the freight and ask the freight line to contact the vendor to arrange for proper delivery. The University will not be responsible for re-delivery charges.
- c. Cash discounts will be considered and time will be counted for date of delivery at the University of Louisiana at Monroe or from date correct invoice is received from contractor, if latter date is later than date of delivery. A cash discount for less than 30 days will not be considered in making an award.
- d. All bids must be firm prices, free of any escalator clauses.

8. **NEW PRODUCTS**
Unless specifically called for in the solicitation, 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. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.
9. **DELIVERIES**
Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.
10. **TAXES**
Vendor is responsible for including all applicable taxes in the bid price. The University of Louisiana at Monroe, a state agency, is exempt from all state and local sales and use taxes.
11. **PAYMENT**
After receipt and acceptance of order and receipt of valid invoice, payment will be made by the University of Louisiana at Monroe within thirty (30) days. Payment will be made at the respective unit prices shown on the bid, less any percentages off list price, less Federal excise tax, less cash discount earned.
12. **CONTRACT CANCELLATION**
The University of Louisiana at Monroe 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 provisions of state or federal law; (6) any other breach of contract.
13. **DEFAULT OF CONTRACTOR**
Failure of a contractor to deliver within the time specified, or failure to make replacements of rejected articles, shall permit the University to purchase in the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases the contractor shall reimburse the University for any expense incurred in excess of contract prices. Such purchases will be deducted from contract quantities.
14. **CONTRACT RENEWALS**
Upon agreement of the University of Louisiana at Monroe and the Contractor, a term 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.
15. **ORDER OF PRIORITY**
 - a. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
 - b. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will be mailed or faxed to each person receiving a set of the bid documents. The University will not be responsible for any other explanation of the documents.
16. **APPLICABLE LAW**
All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana.
17. **COMPLIANCE WITH CIVIL RIGHT LAWS**
By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any

act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

18. **SPECIAL ACCOMMODATION**

Any “Qualified individual with a Disability” as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

19. **INDEMNITY**

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

20. **SIGNATURE AUTHORITY**

ATTENTION: R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

PLEASE CIRCLE ONE:

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

21. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of “nolo contendere” to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

22. **CERTIFICATION OF NO SUSPENSION OR DEBARMENT.**

By signing and submitting any bid for \$25,000 or more, the bidder certifies 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 <https://www.sam.gov/portal/SAM/#1>.

23. **FEDERAL CLAUSES, IF APPLICABLE**

ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any

means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

BID #097

Due: November 30, 2016

@ 2PM, CST

THE UNIVERSITY OF LOUISIANA AT MONROE

PURCHASING DEPARTMENT, COENEN HALL 140

700 UNIVERSITY AVE, MONROE LA 71209-2250

PHONE 318/342-5205; FAX 318/342-5218

SPECIAL CONDITIONS:

1. PLEASE SUBMIT YOUR QUOTE ON THE FOLLOWING ITEMS. ALL ITEMS ARE AS SPECIFIED OR APPROVED EQUAL. THE BRAND GIVEN IS TO ESTABLISH QUALITY DESIRED AND DOES NOT EXCLUDE OTHER BRANDS.
2. IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.
3. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.
4. ANY ADDITIONS, DELETIONS, OR VARIATIONS FROM THE SPECIFICATIONS SHOULD BE NOTED IN WRITING.
5. ANY INTERPRETATION OF THE DOCUMENTS WILL BE MADE BY ADDENDUM ONLY, ISSUED BY THE PURCHASING DEPARTMENT. YOU MAY FAX QUESTIONS TO THE PURCHASING DEPARTMENT AT 318/342-5218.
6. ALL LINE ITEMS BID MUST HAVE A BRAND SPECIFIED.
7. ALL SHIPPING AND HANDLING CHARGES MUST BE INCLUDED IN UNIT BID QUOTE PRICE.
8. SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED.
9. ALL ITEMS WILL BE AWARDED TOGETHER.

SPECIFICATIONS: Image Flow Cytometer, Amnis ImageStream–X MarkII or equal.

Description	
Catalogue Number	100220
Trade Name	<ul style="list-style-type: none"> Amnis
Description	ImageStreamX Mark II Imaging Flow Cytometer
Overview	The revolutionary ImageStreamX Mark II imaging flow cytometer combines the power of digital fluorescence microscopy with the speed and sensitivity of flow cytometry to enable applications that would be impossible with either technique alone.
Product Information	
Components	<ul style="list-style-type: none"> Standard: ImageStreamX Mark II base instrument. 488 nm, 200 mW and 642 nm, 150 mW red excitation lasers. 785 nm darkfield laser. Six high resolution imaging channels, 40X magnification. IDEAS software - single seat license pre-installed on instrument computer. Installation. Introductory training. One (1) year warranty.
Applications	
Application	The ImageStreamX Mark II imaging flow cytometer combines the power of digital fluorescence microscopy with the speed & sensitivity of flow cytometry.
Biological Information	
Cell Number per Assay	10,000 – 20,000 cells/μL
Sample Format	<ul style="list-style-type: none"> 96-well plates 1.5 mL or 0.5 mL tubes
Physicochemical Information	
Emission max.	<ul style="list-style-type: none"> Standard: Channels 1-6: 420-480 nm, 480-560 nm, 560-595 nm, 595-642 nm, 642-745 nm, 745-800 nm Optional: Channels 7-12: 430-505 nm, 505-570 nm, 570-595 nm, 595-642 nm, 642-745 nm, 745-800 nm
Excitation max.	<ul style="list-style-type: none"> Standard: 488 nm and 642 nm excitation lasers plus and 785 nm Darkfield (SSC) Laser Optional: 375, 405, 488 High Power, 561, and 592 nm excitation lasers
Scatter	<ul style="list-style-type: none"> Side Scatter Cell Area (FSC analog)

Physicochemical Information

Throughput Up to 5000 cells/sec

Dimensions

Height 26 in. (66 cm)

Width 36 in. (91 cm)

Depth 24 in. (61 cm)

Dimensions 36" W x 26" H x 24" D (91 cm x 66 cm x 61 cm); 350 lbs (159 Kg)

Weight 350 lbs. (159 Kg)

PROPOSAL:

Item #: 1
Quantity: 1 EACH
Description: ImageStream-X Mark II Cytometer or equal

Unit Price: _____ Extended Price: _____

Please state brand/model number being bid: _____

Please state warranty: _____

Item #: 2
Quantity: 1 EACH
Description: MultiMag – 60X, 40X, and 20X objective lenses

Unit Price: _____ Extended Price: _____

Please state brand/model number being bid: _____

Please state warranty: _____

Item #: 3
Quantity: 1 EACH
Description: Installation, basic operations and training.

Unit Price: _____ Extended Price: _____

Total Price: _____