

Name and Address of Vendor (Firm or Individual)

THE UNIVERSITY OF LOUISIANA AT MONROE INVITATION TO BID ONLY

ISSUE DATE: February 20, 2025 Date and Time by Which Quotation Must be Returned: March 19, 2025 2:00 p.m. CT

for Department: College of Pharmacy

TO THE VENDOR:

To be returned on or before date specified above to: THE UNIVERSITY OF LOUISIANA AT MONROE

PURCHASING DEPARTMENT 4014 LASALLE ST, COENEN BLDG. 140 MONROE, LOUISIANA 71209-2250

NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORM ALITIES

THIS BID IS DUE IN PURCHASING OFFICE

AS STATED ABOVE

LATE BIDS NOT ACCEPTED

REQUISITION: R0029932 BID: 50006-062 PO:

INSTRUCTIONS TO BIDDERS:

- READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. THIS PAGE TO BE COMPLETED AND RETURNED.
- 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.
- THIS BID IS TO BE MANUALLY SIGNED
- 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS FREE ON BOARD (FOB) DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR CASH ON DELIVERY (COD) REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
- BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
- THISIS A SEALED BID. MUST BE MAILED OR DELIVERED TO PURCHASING DEPARTMENT, 700 UNIVERSITY AVE., COENEN HALL 140, MONROE. LA 71209-2250
- TO ASSURE CONSIDERATION OF YOU 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. 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.
- 9. 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 BLUE INK OR TYPEWRITTEN.
- 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 contact: Shakeya Bennett: rodgers@ulm.edu | 318.342.5208

TO THE VENDOR:	THIS QUOTATION IS SUBMITTED BY	
	Name of Vendor (Firm or Individual)	
	Authorized Signature	
	Name (Printed)	
	Title	
	Telephone #	
	Fax#	
	Email Address	
	Vendor Quote #	
	Date Submitted	

STATE OF LOUISIANA THE UNIVERSITY OF LOUISIANA MONROE MONROE, LOUISIANA

A Member of the University of Louisiana System

INVITATION TO BID FOR Bid 62 – DNA/RNA Synthesizer

ISSUING AGENCY: The University of Louisiana Monroe

Purchasing Department

700 University Avenue, Coenen Hall 140

Monroe, LA 71209

PROCUREMENT SPECIALIST: Shakeya Bennett
Telephone: 318.342.5208
REQUISITIONED BY: Michael Trent
Telephone: 318.342.1746

RELEASE DATE: February 20, 2025

BID OPENING DATE: March 19, 2025

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: Coenen Hall 140

This ITB is available in electronic form by emailing rodgers@ulm.edu. It is the Bidder's responsibility to check for any possible addenda that may be issued.

DEFINITIONS & INSTRUCTIONS TO BIDDERS

This Invitation to Bid (ITB) sets forth the requirements and specifications of University of Louisiana at Monroe/ULM/University. The contents of this ITB and the Bidder/Vendor/Bidder's bid response shall become contractual obligations if a contract ensues. Issuance of this Invitation to Bid does not ensure that ULM will make an award.

AVAILABILITY OF FUNDS

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

BID AWARD

The contract, if an award is made, will be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

The University reserves the right to award portions or all of this bid to one (1) or more BIDDER(s).

BIDS BINDING

All formal bids shall be binding for a minimum of thirty (30) calendar days and shall not be withdrawn after the specified return date.

BID CONFIDENTIALITY

In accordance with the provisions of LA R.S. 44:1 all proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response. Except as otherwise permitted under the contract, the University will use at least the same standard of care to maintain the confidentiality of the Proposer's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information.

BID COST INCURRED

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

BID DUE DATE

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written request **PRIOR TO** the designated time for return of bids. Withdrawal notification must be by signature and received by the ULM Purchasing Department prior to the designated deadline for return of bids.

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Purchasing Department personnel in addendum form, shall be considered as valid. **Telephone inquiries are not allowed.** Bidders may submit inquiries via email to the procurement specialist, Shakeya Bennett at rodgers@ulm.edu. Bidders shall not construe any verbal conversations as binding.

Inquiries shall be received no later than 2:00 p.m. CT on January 17, 2022. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

BID RESPONSE ATTESTATION

All bids shall include the Bid Response Attestation provided in the ITB. The Bid Response Attestation must be properly signed in ink or electronically by an officer of the bidding entity authorized to sign the bid. Bid prices MUST be either typewritten or printed in ink. Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the University unless specified otherwise in the solicitation

CORRECTION OF MISTAKES

Any erasure, strike - through, correction or other change(s) in the bid MUST be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

EQUIPMENT DELIVERY

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. All equipment must be protection wrapped and palletized.

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.

GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana Purchasing Rules and Regulations, and Louisiana Revised Statutes. In accordance with L.S.A.-R.S. 39:1594 purchases where the estimated cost is greater than \$25,000 all solicitations must be advertised on the State Purchasing website, http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp.

NUMBER OF COPIES

Bidders must submit one (1) originally signed bid response form with all additional required information. The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

PRICES

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.

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.

QUALIFICATION OF BIDDER

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services so bid. The Bidder shall provide all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

REJECTION OF BIDS

The University reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial or informal bids shall be rejected.

TAXES

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The University is currently exempt from State Sales and Use Tax and from city, parish and state sales and use taxes.

STANDARD TERMS & CONDITIONS

ACCESS TO RECORDS

The BIDDER agrees that the University and the Legislative Auditor of the State of Louisiana and the ULM Internal Audit Department shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the BIDDER related to this solicitation and any resulting contract.

CERTIFICATION OF NO SUSPENSION OR DEBARMENT

By signing and submitting any bid for \$30,000 or more, the bidder certifies that their company, any sub Bidders, 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/#11.

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 Vienam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Davis-Bacon Act of 1931, 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, 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.

COMPLIANCE WITH LAWS

The BIDDER shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The BIDDER shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

CONTRACT AGREEMENT

The Contract, and any properly executed amendment thereto, the Invitation to Bid, the BIDDER'S bid response and the BIDDER'S performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

COPYRIGHTS AND PATENTS

The BIDDER shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secretly process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which BIDDER is not the patentee, assignee, or licensee.

CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the BIDDER, any of its employees, agents, or subcontractors will have access to State government information technology assets, the BIDDER's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the BIDDER must present evidence of such compliance annually and upon request. The BIDDER may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

EQUAL EMPLOYMENT OPPORTUNITY

The BIDDER shall be an equal employment opportunity employer. The BIDDER shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of 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.

FEDERAL CLAUSES, IF APPLICABLE

ANTI-KICKBACK CLAUSE-The Bidder hereby agrees to adhere to the mandate dictated by the Copeland "Anti- Kickback" Act which provides that each Bidder or sub grantee 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 Bidder 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 Bidder 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 Bidder 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 Bidder will be expected to comply with Federal Statues required in the Anti-Lobbying Act and the Debarment Act.

FORCE MAJEURE

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement to the extent that such failure or delay, results from causes beyond the control of the party. Such causes shall include but not be limited to, Acts of God, acts of the government in its sovereign or contractual capacity, fires, floods,

earthquakes, epidemics, pandemic, quarantine restrictions, freight embargoes, riots, strikes, civil or military authority, acts of public enemy, or war.

GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana. If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract from multiple BIDDERS, if determined by the University to be within its best interests.

NOTICES

Any notice required under the contract shall be in writing and sent by registered or certified mail to office of record the other party. Notification to the BIDDER shall be to the last known address on file with the University, unless otherwise amended in the contract. Notification to the University shall be to University of Louisiana at Monroe, Purchasing Department, Coenen Hall, Room 140, 700 University Ave., Monroe, LA 71209-2250.

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.

PIGGY BACK

ULM and eight other institutions are governed by the University of Louisiana System. ULM declares that the successful bidder may extend the services requested under this ITB to any of the University of Louisiana System institutions under the same terms as represented to ULM in the bidder's response, all in accordance with the provisions of LA R.S. 39:1702(A). Other University of Louisiana System institutions include: Grambling State University, Louisiana Tech, McNeese State University, Nicholls State University, Northwestern State University, Southeastern Louisiana University, University of Louisiana at Lafayette, and University of New Orleans.

PUBLICITY

The BIDDER shall not in any way or in any form publicize or advertise in any manner the fact that the BIDDER is providing services to the University without the express written approval of the Director of Purchasing, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the BIDDER from listing the University on its routine client list for matters of reference.

QUANTITIES

The quantities indicated are the approximate number which will be required during this period; however, no specific quantities are guaranteed.

SURVIVAL

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

TAXES

The BIDDER shall pay when due all taxes or assessments applicable to the BIDDER. The BIDDER shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. BIDDER is NOT a public agency, therefore, BIDDER is not exempt from sales & use taxes.

University of Louisiana at Monroe (ULM) Bid 62 – DNA/RNA Synthesizer Bid Specifications

1. SCOPE OF REQUIRED SERVICES

1.1 GENERAL REQUIREMENTS

The purpose for this Invitation to Bid (ITB) is to obtain competitive bids from qualified bidders who will provide new DNA/RNA Synthesizer.

1.2 STANDARDS OF QUALITY

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 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.

1.3 QUANTITIES

The quantities indicated are the approximate number which will be required during this period; however, no specific quantities are guaranteed. Items will be ordered on an "as needed" basis.

2. **SPECIFICATIONS**

- 2.1 DNA/RNA solid-phase Synthesizer. The instrument should have at least 8 phosphonamidite positions and 4 column channels, capable of operating on a scale of 5 umol to 10 umol. Dimensions (WxHxD): 25 x 40 x 40 cm.
- 2.2 Virtual Installation Cost
- **2.3** Shipping cost (if applicable)

3. BID RESPONSE ATTESTATION

I (we) do hereby declare that I (we) have carefully examined the specifications, and will not use oversight as an excuse for not fulfilling my (our) obligation.

BIDDER NAME:	
BIDDER ADDRESS:	
PHONE NO:	FAX NO.:
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
AUTHORIZED SIGNATORY NAME & TITLE:	
DATE:	
4. SIGNATURE AUTHORITY	
ATTENTION: LA R.S. 39:1594(C)(4) requires evidence of authomust indicate which of the following apply to the signer of this	
CHECK C	DNE:
The signer of the bid is either a Corporate Officer w	

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 Commendams 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.

_____ 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.

_____ 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.

In accordance with the provisions of R.S. 39:2192, 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.

5. PRICING SCHEDULE

Bidder shall provide a firm, fixed price for each of the items specified, and provide the Manufacturer or Brand name and the Model Number of the items they are bidding on.

Bidder may attach additional pricing sheets if necessary.

ltem #	Item Description	Est. Qty.	Est. Qty. Unit Price	Extended Price	Manufacturer / Brand	Model #
2.1	DNA/RNA Solid Phase Synthesizer	1	\$	\$		
2.2	Virtual Installation Cost	П	\$	\$		
2.3	Shipping/Freight (if applicable)	1	\$	\$		

	business days after receipt of a purchase order.
Total Bid Price for All Items: \$	Delivery Date / Days: Bidder guarantees deliver of the item(s) ordered within