Nicholls State University

INVITATION TO BID

SUBMIT BID TO: Nicholls State University Purchasing Department
bids@nicholls.edu

To maintain the integrity of the bid process, please do not cc any other University email address when submitting your bid.

Purchasing Department Contacts:
Terry Dupre (985-448-4031)
terry.dupre@nicholls.edu, OR

Bid Number: SB01930 DATE: 11/18/2026

TITLE: Procurement of Li-Cor Biosciences Model LI-6800F Portable Photosynthesis System with Fluorometer, or Equal

BID SCHEDULE:

1. DUE DATE/TIME *(email only)***: 12/10/2026 3:00PM**

2. BID OPENING *(Zoom)***:** https://nicholls-edu.zoom.us/j/89418670995?pwd=D6OGFXwZsLCyBKwkXb42gtcFQAphg7.1

MEETING ID: 894 1867 0995 **PASSWORD: 436011**

NICHOLLS STATE UNIVERSITY SHALL BE CLOSED FOR THE THANKSGIVING HOLIDAY BEGINNING MONDAY, NOVEMBER 23rd2026 THROUGH FRIDAY NOVEMBER 27th 2026

General Instructions to Bidders

1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing Nicholls State University Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays.
3. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be:

   (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or

   (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or

   (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
4. When bid is submitted by email, **the subject line must show the Solicitation/File No.** and submission must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Nicholls State University Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the Nicholls State University purchase order are subject to rejection and non-payment.
8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.

9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

10. MANDATORY bid requirements are detailed immediately following the Standard Terms & Conditions section.

11. Quantities listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to ***increase or reduce*** quantity as needed if in the best interest of the University.

12. Bid Bonds: If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION: BID BOND REQUIRED: _____ Yes ___X___ No

PERFORMANCE BOND REQUIRED: ____ YES ___X__ NO

PURCHASE WILL BE EXECUTED WITH: ___X____ Purchase Order Only

____Purchase Order and Formal Two Party Contract

_____Formal Two Party Contract Only

ADVERTISMENT

November 18, 2026

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received electronically by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, 12/10/2026 at 3:00 P.M. for: **"Bid Number SB01930–Procurement of Li-Cor Biosciences Model LI-6800F Portable Photosynthesis System with Fluorometer, or Equal**

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm. Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specifications from Nicholls State University, call (985) 448-4031 or e-mail terry.dupre@nicholls.edu.

Bids must be returned to the Purchasing Office at bids.nicholls.edu by the due date and time referenced. Bids must be submitted on the forms enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed, dated, and title of person signing the bid should be shown on the bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY SHALL BE CLOSED FOR THE THANKSGIVING HOLIDAY BEGINNING MONDAY, NOVEMBER_23rd2026 THROUGH FRIDAY NOVEMBER 27th 2026

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA

Terry G. Dupre, Sr.
Director of Purchasing, Property Control
and Support Services Administration

TO APPEAR: 11/24/2026
BID DUE: 12/10/2026

These standard terms and conditions shall apply to all Nicholls State University solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. **Bid Delivery and Receipt:** To be considered, Bidders may submit bids electronically to **bids@nicholls.edu** When bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline.

   Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. **Bid Forms:** Bids are to be submitted on and in accordance with the Nicholls State University solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.

3. **Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Nicholls State University Purchasing Contact at the email address on page 1 of this solicitation. Written inquiries must be received in the Nicholls State University Purchasing Department no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

   No decisions or actions shall be executed by any Bidder as a result of oral discussions with any Nicholls State University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Nicholls State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the State of Louisiana Purchasing Department LaPAC website, or contact he Nicholls State University Purchasing Department, to identify if any addendums were issued. Nicholls State University shall not be responsible for any other interpretations or assumptions made by Bidder.

4. **Bid Opening:** In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Nicholls State University Purchasing Contact at the email address shown in header.

5. **Special Accommodations:** Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Nicholls State University Purchasing Department 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.

6. **Standards of Quality:** Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any 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 product specified in the solicitation.

7. **New Products/Warranty/Patents:** All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

   The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by Nicholls State University and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

   Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save Nicholls State University harmless.

8. Descriptive Information: If the bid documents state "or Equal", Bidders proposing an equivalent brand or model should submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for Nicholls State University to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder should state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point
   - The bid price for each item is to be quoted on a "net" basis and F.O.B. Nicholls State University Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
   - Bids other than F.O.B. Nicholls State University Destination may be rejected.
   - Bids indicating estimated freight charges may be rejected.
   - Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
   - Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
   - Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
   - Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
   - In the event of extension errors, the unit price bid shall prevail.

13. Taxes: Vendor is responsible for including all applicable taxes in the bid price. Nicholls State University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly accessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/ Nicholls State University Signature Authority: The terms and conditions of the Nicholls State University solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

    The University's Director of Purchasing or Assistant Director of Purchasing are delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of Nicholls State University as a result of any award of the solicitation. Departments are expressly prohibited from signing any vendor forms.

    Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict Nicholls State University policy may face contract cancellation, suspension, and/or debarment.

13. Awards: The intent to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder will be stated on the bid form. For bids with several items, Nicholls State University reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

    All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid: Only the issuance of an official Nicholls State University purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. Nicholls State University shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

15. Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions: Only those awarded brands and numbers stated in the Nicholls State University contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the Nicholls State University Purchasing Department prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. **Testing/Rejected Goods:** Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. Nicholls State University reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. **Delivery:** Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the Nicholls State University Purchasing Department of any unforeseen delays beyond its control. In such cases, Nicholls State University reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. **Default of Vendor:** Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, Nicholls State University reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. **Vendor Invoices:** Invoices shall reference the Nicholls State University purchase order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. **Delinquent Payment Penalties:** Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom.

22. **Assignment of Contract/Contract Proceeds:** Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Nicholls State University Purchasing Department. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom.

23. **Contract Cancellation/Termination:** Nicholls State University has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (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 vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

    Nicholls State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. **Prohibited Contractual Arrangements:** Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

25. **Equal Employment Opportunity Compliance:** By submitting and signing this bid, vendor 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 Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor 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, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, 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.

26. **Mutual Indemnification:** Each party hereto agrees to indemnify, defend, and hold the other, the State of Louisiana, any governing board, each party's officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. **Certification of No Suspension or Debarment:** By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

28. **Substitution of Personnel :** If applicable, the University intends to include in any contract resulting from this ITB the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

29. **Insurance Requirements:** Please note insurance requirements section included in these bid specifications. NOT REQUIRED FOR THIS PROCUREMENT TRANSACTION - for the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Nicholls State University as an additional insured, and grant a waiver of subrogation on all liability policies.

30. **Nonperformance:** Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, Nicholls State University reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.

31. **Official University Recognized Holidays:** The following is a list of officially recognized University Holidays:

New Year's Day	Juneteenth
Martin Luther King Day	July 4th
Mardi Gras Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

NOTE: The University has a fall break and a Spring Break. Each Break is approximately 4 Days Each.

32. **No Smoking Campus:** The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.

33. **Non-Exclusivity:** This agreement is non-exclusive and shall not in any way preclude Nicholls State University from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

34. **Contract Amendments:** Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to the Nicholls State University Purchasing Department for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

    Contract revisions shall be effective only upon approval by Nicholls State University Purchasing Department and issuance of a formal Nicholls State University Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

35. **Term of Contract** : The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months, unless renewal terms are specified in the solicitation documents.

    All terms of the solicitation shall be firm for the duration of Contract.

36. **Notification of Fund Appropriation**: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

37. **Number of Bid Response Copies:** Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.

38. **PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:** In accordance with LA R.S. 39:1602:1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

    The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

39. **PRE-BID MEETING:** N/A to this Solicitation

40. **SITE VISIT/CONTACT INFORMATION:** N/A, It is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

    To visit jobsite and for further information, prospective bidder is to contact the Nicholls State University Purchasing Departments at the contacts listed on page 1. It is preferred to have a written record of the correspondence for each site visit request. Please do not contact us by phone to schedule a visit unless you do not receive a response to your email request after 48 hours.

41. **PIGGY BACK CLAUSE:** Nicholls State University is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the Nicholls State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or university and the awarded vendor. Nicholls State University shall not be responsible for any such purchases.

42. **STATE OF LOUISIANA CONTRACTOR'S LICENSE REQUIREMENTS:** If a Louisiana Contractor's License Number is Required for the items, work, or services to be performed under this solicitation, then it shall be stated in the bid advertisement that will appear in the Baton Rouge Advocate and the Lafourche Comet of Thibodaux, and it will be stated in the specifications provided with these bid documents.

NOTICE TO VENDORS
LOUISIANA'S HUDSON (SMALL ENTREPRENEURSHIP) AND VETERAN INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) and the Veteran Initiative (Veteran Small Entrepreneurship) are race and gender neutral goal-oriented programs which encourage State agencies to contract with and encourage contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships and certified veteran or service-connected disabled veteran owned small entrepreneurships as subcontractors in the performance of the contract. The primary intent of the programs are to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development (LED) to participate in contracting and procurement with the State.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State are encouraged to visit https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative or https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/veteran-initiative for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the LaGov Supplier Portal.

END OF SECTION

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. **CERTIFICATION STATEMENT:** The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature -** not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.

2. **BID SHEET/FORM:** The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.

3. **CONTRACTOR QUALIFICATIONS: REFERENCE LETTERS** – The University reserves the right to verify contractor's qualifications regarding the bid response received, and to request references for verification purposes.

4. **CERTIFICATE OF INSURANCE: If Insurance is required under this solicitation, it will be stated in the advertisement of the solicitation to appear in the Baton Rouge Advocate and the Daily Comet of Thibodaux, and in the specification provided with these bid documents.** Bidder shall submit a certificate of insurance with bid submission or by provide the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates on the bid form enclosed.

5. **ILLUSTRATIVE MATERIALS:** Vendor bidding anything other than exact goods/services specified in these specifications should submit descriptive and illustrative literature with the bid for consideration of award. Failure to do so may be cause for rejection of bid.

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

bids@nicholls.edu

Be sure to include the solicitation number in the subject line.

Do not *send your submission to any other University email address.*

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

terry.dupre@nicholls.edu

Do not *email bid submissions this address.*

To contact Purchasing by phone: 985-448-4031

CAMPUS DELIVERIES

Please send samples or other associated documents when a hard copy is requested or deemed necessary. By Mail – Nicholls State University
Purchasing Department
PO Box 2052
Thibodaux, LA 70310

By Courier Service: Nicholls State University
Purchasing Department
104 Elkins Hall
Thibodaux, LA 70301

DEFINITIONS

Agent - The University's representative in Purchasing Department who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with Nicholls State University to provide the items, services, or to perform the work as called for on these documents who is referred to as singular in number.

Owner –Nicholls State University.

IMPORTANT NOTES:

1. **VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.**
2. **ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY NICHOLLS STATE UNIVERSITY.**
3. **IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.**
4. **NICHOLLS STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.**
5. **QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.**
6. **THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.**
7. **BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.**
8. **FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.**
9. **TAX EXEMPTION:** ***Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.***

END OF SECTION

Specification
Nicholls State University
Procurement of LI-COR Biosciences Model LI-6800F (LI-6800 Console/Sensor Head with 6800-01A Multiphase Flash Fluorometer), or equal.

1. General Requirements

1.1 Purpose: Nicholls State University is soliciting bids for one (1) complete, field-portable, open-path gas exchange and chlorophyll a fluorescence measurement system capable of simultaneous, steady-state and dynamic leaf-level photosynthetic measurements under precisely controlled environmental conditions.

1.2 Condition: All equipment shall be new, current-production, factory-calibrated, and delivered with full manufacturer warranties. Refurbished, demonstration, or discontinued models will not be accepted.

2. System Architecture & Physical Requirements

2.1 Portable Field Design: System should consist of a weather-resistant main control console connected via umbilical to a handheld/tripod-mountable sensor head containing integrated gas analyzers to minimize dead volume and system lag time.

2.2 Operating Environment: System should operate reliably across ambient temperatures of 0 °C to 50 °C and relative humidity of 0% to 85% (non-condensing).

2.3 User Interface & Computing:

- Console should feature a sunlight-readable color capacitive touchscreen display (minimum 25 cm diagonal, minimum 1024 × 600 pixel resolution) capable of displaying real-time environmental controls, system diagnostics, and live data plots.
- Sensor head should include a secondary status display (minimum 128 × 128 pixels) and physical trigger/control buttons for single-operator field use.
- The equipment should have a minimum 2 GB RAM and 8 GB internal flash storage, with USB/Ethernet ports for data transfer and external peripheral connection.

3. Gas Analysis Specifications (CO_2 and H_2O)

3.1 Analyzer Configuration: The equipment should have Dual-cell (simultaneous reference and sample) absolute non-dispersive infrared (NDIR) gas analyzers located directly in the sensor head to eliminate orientation sensitivity and plumbing delays.

3.2 CO_2 Gas Analyzer: The equipment should have:

- Measurement Range: 0 to 3,100 µmol mol^{-1} (ppm).
- Precision (RMS Noise): ≤ 0.1 µmol mol^{-1} at 400 µmol mol^{-1} with 4-second signal averaging.
- Accuracy: Within ±1% of reading at ≥ 200 µmol mol^{-1}; within ±2 µmol mol^{-1} at < 200 µmol mol^{-1}.
- Orientation Sensitivity: ≤ ±1 µmol mol^{-1} variation at 400 µmol mol^{-1} across any physical orientation.

3.3 H_2O Gas Analyzer: The equipment should have:

- Measurement Range: 0 to 75 mmol mol^{-1}.
- Precision (RMS Noise): ≤ 0.01 mmol mol^{-1} at 10 mmol mol^{-1} with 4-second signal averaging.
- Accuracy:** Within ±1.5% of reading at > 5 mmol mol^{-1}; within ±0.08 mmol mol^{-1} at ≤ 5 mmol mol^{-1}.

4. Environmental Control & Air Flow Specifications

4.1 Air Flow Control: The equipment should have:

- Automated mass flow control with a bulk flow range of at least 680 to 1,700 µmol s^{-1} and a leaf chamber flow range of 0 to 1,400 µmol s^{-1} (at SATP).
- Automated chamber overpressure control (0 to 0.1 kPa setpoint range, 1.0 Pa resolution) to actively prevent ambient air diffusion leaks into the leaf chamber.

4.2 CO_2 Control: The equipment should have:

- Automated closed-loop CO_2 control from 0 to ≥ 2,000 µmol mol^{-1}.
- Should operate using standard, commercially available 8-gram CO_2 cartridges (minimum 8-hour runtime per cartridge under typical setpoints) and soda lime scrubber, with an auxiliary port for external gas tanks/blends.

4.3 H_2O / Humidity Control: The equipment should have:

- Automated closed-loop control capable of both humidifying and desiccation/drying of the airstream independently of flow rate.
- User-selectable control targets by water vapor mole fraction (mmol mol^{-1}), relative humidity (% RH), or leaf-to-air vapor pressure deficit (VPD, kPa).

4.4 Temperature Control: The equipment should have:

- Integrated Peltier thermoelectric heat exchanger capable of controlling leaf or chamber air temperature within ±10 °C of ambient temperature with 0.1 °C setpoint resolution.
- Fine-wire Type E leaf temperature thermocouple (-10 °C to 60 °C sensitivity range; < ±0.5 °C total accuracy), plus second auxiliary thermocouple input on the sensor head.

4.5 Pressure Sensors: The equipment should have:

- Ambient console barometer (50 to 110 kPa range, ±0.4 kPa accuracy, 1.5 Pa typical resolution) and differential chamber pressure sensor (-2 to +2 kPa range, < 1 Pa resolution).

5. Integrated Chlorophyll Fluorometer & Light Source

5.1 Simultaneous Measurement: The equipment should have a Pulse-Amplitude Modulation (PAM) fluorometer integrated directly onto the leaf chamber to measure gas exchange and chlorophyll *a* fluorescence simultaneously over the exact same leaf area.

5.2 Aperture Sizes: The equipment should include interchangeable round leaf aperture inserts for 6 cm^2 and 2 cm^2 leaf areas.

5.3 Light Output & Spectral Characteristics: The equipment should have:

- Actinic Light: Software-controlled red (625 nm peak, 0 to 2,000 µmol m^{-2} s^{-1}) and blue (475 nm peak, 0 to 1,000 µmol m^{-2} s^{-1}) LEDs providing a combined output of 0 to 3,000 µmol m^{-2} s^{-1} at 25 °C.
- Saturating Flash:** Software-controlled intensity up to ≥ 16,000 µmol m^{-2} s^{-1} at 25 °C (625 nm peak) across the full 6 cm^2 aperture.
- Far-Red Light: Software-controlled 735 nm peak LED, 0 to 20 µmol m^{-2} s^{-1} at 25 °C, for determination and PSI excitation.
- Spatial Uniformity: Light variation across the chamber aperture should be < ±10% over at least 90% of the aperture area.

5.4 Fluorescence Protocols & Kinetics: The equipment should have:

- Modulation frequency software-selectable from 1 Hz to 250 kHz.
- Should support both standard rectangular saturating flashes and **Multiphase Flash (MPF)** protocols to accurately extrapolate in leaves difficult to light-saturate.
- Capable of high-speed continuous and modulated fluorescence induction kinetics (OJIP transients) with microsecond-level resolution.

5.5 PAR Sensors: The equipment should have Integrated internal quantum sensor (0 to 3,000 µmol m^{-2} s^{-1}, < 1 µmol m^{-2} s^{-1} resolution, ±5% calibration accuracy traceable to NIST) plus external quantum sensor input on the sensor head.

Software, Automation & Expandability

6.1 Automated Measurement Routines: The equipment should include built-in automated routines for (CO_2 response) curves, light response curves, induction kinetics, and rapid non-steady-state CO_2 assimilation measurements (e.g., Dynamic Assimilation Technique or equivalent).

6.2 Programmability & Data Logging:

The equipment should allow users to create custom automated experimental protocols via a built-in graphical interface or open scripting language (e.g., Python).

Data should export directly in non-proprietary plain-text (CSV/TSV) and Microsoft Excel (.xlsx) formats containing all raw measurements, calculated physiological parameters, and embedded equations.

6.3 Platform Modularity: The equipment should have a system architecture that should support interchangeable chambers and light sources (available separately or as add-ons) for large leaves (up to 36 cm^2), conifer needles/shoots, aquatic/algal samples, bryophytes, and soil CO_2 flux without requiring console hardware modification.

7. Power, Accessories, Warranty & Support

7.1 Battery & Power System: The equipment should have:

- Dual hot-swappable Lithium-Ion battery system allowing continuous field operation without powering down or losing calibration/environmental equilibrium.
- Minimum battery capacity of 6,800 mAh per pack, plus universal AC/DC power supply (100–240 VAC, 50/60 Hz) for laboratory operation.

7.2 Required Accessories & Consumables Kit: Bid price should include:

- Hard-shell transit/carrying case with custom foam inserts.
- Dual-bay battery charger and minimum of two (2) Li-Ion battery packs.
- Starter consumables kit including soda lime, desiccant, CO_2 cartridges (minimum 25), spare chamber gaskets, spare Type E leaf thermocouples, O-rings, and basic maintenance tools.
- NIST-traceable factory calibration certificates for CO_2, H_2O, light, and temperature sensors

7.3 Warranty: Minimum one (1) year comprehensive manufacturer warranty covering parts, labor, and return shipping.

BID SUBMISSION CHECKLIST

_____ Certification statement w/original signature

_____ Bid prices provided on the bid sheet(s) provided

_____ Certificate of Insurance*

_____ Illustrative literature for items offered as equivalent

This form shall be signed and submitted with the bid response.

Bid Number SB01930– **Procurement of Li-Cor Biosciences Model LI-6800F Portable Photosynthesis System with Fluorometer, or Equal**

BID SUBMISSION DEADLINE:

Bid submissions for this solicitation are **due on** **12/10/2026 at 3:00PMCST** – must be received electronically at bids@nicholls.edu. There are no exceptions to this deadline.

BID OPENING:

The public bid opening will take place on 12/10/26 **at 3:00PMCST** on Zoom, which is available for viewing by registering at https://nicholls-edu.zoom.us/j/89418670995?pwd=D6OGFXwZsLCyBKwkXb42gtcFQAphg7.1

ZOOM MEETING ID: 894 1867 0995 **PASSWORD:** 436011

Opening of the bid submissions begins at five (5) minutes past the hour.

For further information about the bid or to view job/delivery site, prospective bidder is to email the Purchasing Staff Members Contact Information provided on page 1

BID SHEET (continued)

PAYMENT OF TAXES

Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for items, services, or work under this solicitation or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing materials to be procured under this solicitation.

ADDENDA ACKNOWLEDGEMENT(S)

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (if applicable):

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

FIRM NAME _____

LOUISIANA CONTRACTOR's LICENSE NUMBER: Not Applicable``

SIGNED BY (signature)_____

SIGNED BY (printed) _____

By submitting your bid, you are acknowledging that you understand and agree that your company is capable of supplying the products/services in the timeline you have provided for the price(s) submitted in your bid.

Nicholls State University reserves the right to reject any or all bids submitted.

CERTIFICATION STATEMENT: This form shall be signed and submitted with the bid response.

Bid Number SB01930–**Procurement of Li-Cor Biosciences Model LI-6800F Portable Photosynthesis System with Fluorometer, or Equal**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address _____

B. Telephone Number with area code: (____) _____

C. Facsimile Number with area code: ( ) _____

Bidder certifies that the above information is true and grants permission to the University to contact the above-named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
   Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
3. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
4. Bidder confirms that its bid will be considered valid until award is made.
5. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
6. Bidder certifies, by signing and submitting a proposal for $25,000 or more, 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 www.epls.gov .)
7. FEDERAL CLAUSES, IF APPLICABLE: Should Federal Funds be utilized in this procurement transaction, the following clauses apply:
   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 Statues required in the Anti- Lobbying Act and the Debarment Act.

Professional Job Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

Date: _____

SB01930

BID FORM

Procurement of Li-Cor Biosciences Model LI-6800F Portable Photosynthesis System with Fluorometer, or Equal

Item 1.

1 each at $_____Each

Item 2: Shipping and Handling

1 each at $_____ Each

TOTAL NET LUMP SUM – Items 1 through 2 $_____

THIS BID WILL BE AWARDED ON AN ALL OR NONE BASIS.

BID SUBMITTED BY: _____
(Print or Type Name)

NAME OF FIRM: _____

PHONE: _____

E-MAIL: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they