


<b>INVITATION TO BID</b>		<b>BID DUE DATE AND TIME</b>
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		12/05/2023 11:00 AM CT
<b>SOLICITATION RFQ-0000002088</b> <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div data-bbox="180 394 792 604" style="border: 1px solid black; height: 100px; width: 100%;"></div>	<b>RETURN BID TO</b>  <b>lsubids@lsu.edu</b>  <b>Buyer</b> Amy Hill Bourgeois <b>Buyer Phone</b> <b>Buyer Email</b> ahill5@lsu.edu <b>Issue Date</b> 11/13/2023	
TITLE: Plant Growth Chambers		
<b>To Be Completed By Supplier</b>		
1. _____ "No Bid" (sign and return this page only). 2. _____ My Company does not wish to receive future solicitations for this spend category. 3. Specify your Delivery: To be made within _____ days after receipt of order. 4. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto.		
<b>General Instructions to Suppliers</b>		
1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time. 2. Read the entire solicitation, including all terms, conditions and specifications. 3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier. 4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. 5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. 6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.		
<b>SUPPLIER NAME</b>	<b>MAILING ADDRESS</b>	
<b>AUTHORIZED SIGNATURE</b>	<b>CITY, STATE ZIP</b>	
<b>PRINTED NAME</b>	<b>PHONE #</b>	
<b>TITLE</b>	<b>FAX #</b>	
<b>E-MAIL</b>	<b>FEDERAL TAX ID #</b>	

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**Bid Submission Information**

All bids must be submitted electronically to LSU Procurement Services. Bids must be received at the "Return Bid To" email address no later than the due date and time specified herein. Bids must be emailed to [lsubids@lsu.edu](mailto:lsubids@lsu.edu) (*This email address should be used for bid submissions only*). Any bids sent directly to the Buyer of record **will not** be forwarded to the "Return Bid To" email.

When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email. An original and redacted copy (if applicable) must be submitted electronically. Hard copies of bids will not be accepted; therefore, they will not be evaluated.

It is the responsibility of the Supplier to ensure the bid is received by LSU Procurement by the indicated due date and time. Any delays that may occur in transmission of the bid is the responsibility of the supplier. A bid will be considered late if it is not received at the "Return Bid To" email address by the indicated due date and time.

The maximum email attachment size accepted is 125 MB. It is the supplier's responsibility to ensure bid submission is sized such that it is successfully transmitted and received by LSU. If the bid response is too large to be emailed as one document, the bid must be sent as separate documents. Each submittal should be labeled. (Example – Bid Submittal 1 out of 3 for RFQ-00000XXXX - Title; Bid Submittal 2 out of 3 for RFQ-00000XXXX - Title, etc.). If any submittal is received late, LSU will not consider the late submittal(s). Only the submittal(s) received by the due date and time will be considered. Late bids will not be accepted per LAC 34:XIII.515.B.

**Bid Opening Information**

Bid openings are held electronically. There are no in-person bid openings. To electronically attend the bid opening, use the below link to register in advance:

<https://lsu.zoom.us/meeting/register/tJEqcuCrqzMtH930MhK84-K2IANJOT5kKxWp>

After registering, a confirmation email will be provided containing information about joining the bid opening.

No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process.

If an unforeseen circumstance beyond LSU's control prevents bid opening, the Bid will open at the next scheduled bid opening date.

**Additional Information**

ALL-OR-NONE-AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.

Bid prices for shipping are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.

LSU is a member of the National Association of Educational Procurement (NAEP) and the E&I Cooperative Purchasing Service.

A preference, if applicable, may be allowed for products produced, manufactured, assembled, grown or harvested in Louisiana. Do you claim this preference? Yes \_\_\_\_ No \_\_\_\_\_. Note: Preferences shall not apply to service contracts. Is your Louisiana business workforce composed of a minimum of fifty percent Louisiana residents? Yes \_\_\_\_ No \_\_\_\_\_. Specify Item Number and location within Louisiana where the product is/was produced, manufactured, assembled, grown or harvested:

\_\_\_\_\_ Note: This preference is not applicable for services.

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These standard terms and conditions shall apply to all LSU 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 Suppliers 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 University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

**1. Supplier Enrollment**

Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email [suppliers@lsu.edu](mailto:suppliers@lsu.edu). The supplier enrollment form can be located at: [http://www.lsu.edu/administration/ofa/procurement/supplier\\_registration.php](http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php)

**2. Bid Delivery and Receipt**

Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.

Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier 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. Late bids cannot be accepted per LAC 34:XIII.515.B.

**3. Bid Forms**

Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. 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 supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.

**4. Interpretation of Solicitation/Supplier Inquiries**

If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.

**5. Bid Addenda**

Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.

**6. Bid Opening**

Suppliers may attend the public bid opening of sealed bids. 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.

**7. 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 Procurement 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.

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**8. 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. Supplier 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.

**9. 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 LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Supplier 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 LSU harmless.

**10. Descriptive Information**

Suppliers proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

**11. Bids/Prices/F.O.B. Point**

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU 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.
- Suppliers 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 or grouped 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/package specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

**12. Taxes**

Supplier is responsible for including all applicable taxes in the bid price. LSU 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 assessed 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.

**13. 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, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.

**14. Supplier Forms/LSU Signature Authority**

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any supplier contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any supplier forms. Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

**15. Awards**

Award will be made to the lowest responsible and responsive supplier. LSU 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.

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**16. Acceptance of Bid**

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for goods delivered or services rendered without an official purchase order/contract or award letter. Bid tabulations may be requested after acceptance of bid.

**17. Applicable Law**

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

**18. Awarded Products/Unauthorized Substitutions**

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.

**19. Testing/Rejected Goods**

Supplier 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. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.

**20. Delivery**

Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

**21. Default of Supplier**

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 supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.

**22. Supplier Invoices**

Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable.

**23. Delinquent Payment Penalties**

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

**24. Assignment of Contract/Contract Proceeds**

Supplier 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 Procurement Office. 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 LSU in any dispute arising therefrom.

**25. Right to Piggyback**

Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Vendor shall honor all such purchase orders.

**26. Contract Cancellation**

LSU has the right to cancel any contract for cause, in accordance with procurement 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 supplier; (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. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.

**27. 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.

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**28. Equal Employment Opportunity Compliance**

By submitting and signing this bid, supplier 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. Supplier 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 supplier, 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.

**29. Mutual Indemnification**

Each party hereto agrees to indemnify, defend, and hold the other, its 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.

**30. Certification of No Suspension or Debarment**

By signing and submitting this bid, supplier 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.sam.gov](http://www.sam.gov).

**31. Right to Audit**

The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.

**32. Diverse Supplier**

(a) Supplier understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. The university is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in university contracts.

(b) In support of this commitment, the supplier shall use good faith and best efforts to provide opportunities to Diverse Businesses that are either certified by the state or another certifying agency in a diverse category, as a subcontractor or supplier under this agreement.

(c) If applicable, supplier shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify: (1) the name of the business; (2) its principal office or address; (3) the owner(s); and (4) the services or goods that it may provide or supply and the value of the goods or services procured from the businesses included on supplier's list.

(d) To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

**33. Data Privacy**

By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with LSU departments, suppliers and other governmental agencies to facilitate procurement transactions. This data will be retained according to LSU's retention schedule. To learn more about privacy at LSU, please see the [LSU Privacy Statement](#).

PRICE SHEET		INVITATION TO BID			Page 7	
SOLICITATION RFQ-0000002088		DUE DATE 12/05/2023		DUE TIME 11:00:00 AM		
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	
<b>UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO:</b> <b>LSU</b> <b>302 Life Sciences Bldg</b> <b>Baton Rouge, LA 70803</b>						
1	<b>All or None - Plant Growth Chamber ONE per attached specifications.</b>  Specify Manufacturer / Brand Bid: _____  Specify Model / Number Bid: _____	1	Each	\$ _____	\$ _____	
2	<b>All or None - Plant Growth Chamber TWO per attached specifications.</b>  Specify Manufacturer / Brand Bid: _____  Specify Model / Number Bid: _____	1	Each	\$ _____	\$ _____	

## **Specifications for Plant Growth Chambers**

**Purchase/Scope of Purchase:** LSU Plant and Pathology is purchasing two plant growth chambers that will be used for propagating plant materials and monitoring disease development for plant pathology teaching demonstrations. Plant disease development is highly dependent on temperature, humidity, and light conditions; therefore, highly controlled environmental chambers are needed to ensure successful demonstrations. Additionally, demonstrations will also show the effects of climate change on disease development which require a means to precisely control CO<sub>2</sub> levels.

### **Must meet the following specifications:**

#### **Chamber 1**

- At least 15 square feet of shelf space.
- At least 94 cubic feet of interior space.
- A temperature minimum (lights on) of 8 °C.
- A temperature maximum (lights on) of 43 °C.
- An adjustable LED lighting with intensity of up to at least 1500  $\mu\text{moles/m}^2/\text{s}$  at 6 inches from the light source.
- Humidity control with sensor that can raise or lower humidity in the range of 40-85% relative humidity with a tolerance of  $\pm 10\%$  or better.
- Touch screen control

#### **Chamber 2**

- At least 15 square feet of shelf space.
- At least 94 cubic feet of interior space.
- A temperature minimum (lights on) of 8 °C.
- A temperature maximum (lights on) of 43 °C.
- An adjustable LED lighting with intensity of up to at least 1500  $\mu\text{moles/m}^2/\text{s}$  at 6 inches from the light source.
- Humidity control with sensor that can raise or lower humidity in the range of 40-85% relative humidity with a tolerance of  $\pm 10\%$  or better.
- Additive CO<sub>2</sub> control with 5000 ppm sensor.
- A CO<sub>2</sub> removal system/scrubber.
- Touch screen control

### **Delivery:**

Supplier is responsible for bringing the units to the point of use (building). The University will be responsible for working with the delivery company to provide a forklift truck capable of removing the units from the truck and into the building.

### **Warranty:**

Supplier must provide at least a two-year standard warranty covering parts and labor.