

Notice To Vendors		THE UNIVERSITY OF LOUISIANA AT MONROE Monroe, Louisiana REQUEST FOR QUOTATION	DATE 06/23/2016	Date and Time by Which Quotation Must be Returned 07/21/2016 @ 2PM CENTRAL
This Is Not An Order.				
It Is Merely		STUDENT PUBLICATION	TO THE VENDOR:	
A Request For Prices		Department	To be returned on or before date specified above to:	
Name and Address of Vendor (Firm or Individual)		THE UNIVERSITY OF LOUISIANA AT MONROE PURCHASING DEPARTMENT Coenen Hall #140, 700 UNIVERSITY AVENUE MONROE, LOUISIANA 71209-2250		
		NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES		
		THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <u>LATE BIDS NOT ACCEPTED</u>		
PURCHASE REQUISITION NO. R00012025 BID #50006-005		P. O. N		
INSTRUCTIONS TO BIDDERS:				
1.	READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.			
2.	ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.			
3.	THIS BID IS TO BE MANUALLY SIGNED IN BLUE INK.			
4.	BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.			
5.	BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.			
6.	BIDS \$25,000 OR LESS MAY BE FAXED TO 318/342-5218 OR MAILED OR DELIVERED TO THE PURCHASING DEPARTMENT, ADMINISTRATION BUILDING 1-29, 700 UNIVERSITY AVE, MONROE LA 71209. TO INQUIRE WHETHER YOUR FAX WAS RECEIVED, PLEASE CALL 318/342-5206.			
7.	TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS OVER \$25,000 AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER.			
8.	BIDS OR QUOTATIONS MAY BE CONSIDERED FOR ALL OR PART OF TOTAL QUANTITIES.			
9.	NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVERY COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. <u>COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST.</u>			
10.	IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH BLUE INK OR TYPEWRITTEN.			
For questions regarding this bid, please contact <u>Rose Joseph</u> at <u>318/342-5210</u>.				
TO THE VENDOR:		THIS QUOTATION IS SUBMITTED BY		
Advise Delivery will be made in this number of days after receipt of order.		Name of Vendor (Firm or Individual) _____		
		Signature _____		
		Name (Printed) _____		
		Telephone # _____		
Terms Are Net 30 Days		Fax # _____		
		Title _____		
		Quote # _____		
		Date Submitted _____		

ADVERTISEMENT FOR BIDS”

Sealed bids will be opened and publicly read by the Purchasing Department of The University of Louisiana at Monroe, Purchasing Department, Coenen Hall Room #140, 700 University Avenue Monroe, Louisiana 71209, at 2 PM Tuesday, July 21, 2016 for the following:

Bid #50006-005 – Printing of the Chacahoula

Bid #50006-010 – Student Insurance

Vendor inquiries must be reduced to writing and submitted to the Purchasing department via personal delivery, USPS, email or other approved method no later than 2 PM on Monday, July 18, 2016.

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

Complete bidding documents may be obtained from the Director of Purchasing, The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318/ 342-5218 or State of Louisiana LaPac site: <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. Use Bid #50006-005 or Bid #50006-010 respectively.

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

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

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

2.0 INSTRUCTIONS TO BIDDERS

2.1 PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and criteria of UNIVERSITY OF LOUISIANA at MONROE / ULM / University. The contents of this ITB and the Bidder's/ Vendor's / Contractor's bid response shall become contractual obligations if a contract ensues. Any resulting contract shall be governed under the laws of the State of Louisiana.

2.2 GOVERNING BID REGULATIONS

All bids shall be subject to Louisiana Revised Statutes 39:1551-1738, the governor of Louisiana's Executive Order No. BJ 2010-16 and the Louisiana Purchasing Rules & Regulations. All of these documents are made a part of this ITB by reference. The documents may be reviewed in the ULM Purchasing Department during regular business hours.

2.3 BID RESPONSE FORMAT

All bids shall be submitted on, unless otherwise specified, the bid response form(s) provided in the ITB. The bid response form must be properly signed in INK by an officer of the bidding entity authorized to sign the bid. **Bid prices** shall be **typewritten or handwritten 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 UNIVERSITY OF LOUISIANA at MONROE. **Dollar amounts are not required to be written out, legible numbers will suffice.**

2.4 CORRECTION OF MISTAKES

A. Correction or Withdrawal of Bids: Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under existing regulations. A request to withdraw a bid after the bid opening must be made within three business days after bid opening, and supported in writing. If it is determined that the error is patently obvious, then the bid may be withdrawn, and if a bid guaranty was required it shall be returned to the bidder.

B. Minor Informalities: Minor informalities are matters of form rather than substance which are evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is not significant. The Director of Purchasing may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the state. Examples include, but are not limited to, the failure of a bidder to:

1. Return the number of signed bids required by the Invitation for Bid.
2. Sign the bid, but only if the unsigned bid is accompanied by other signed material indicating the bidder's intent to be bound.
3. Sign or initial write-overs, or corrections in bids.
4. Get an agency's certification that a mandatory job-site visit was made.
5. Return non-mandatory pages of the bid proposal.

C. Mistakes Where Intended Bid is Evident: If the mistake and the intended bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended bid and may not be withdrawn. Some examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, unit prices placed in the extended amount column, and failure to return an addendum provided there is evidence that the addendum was received. When an error is made in extending total prices the unit bid price will govern. Under no circumstances will a unit bid price be altered or corrected unless it is obvious that a unit price is submitted in a different unit of measure than shown on the bid form and the bidder's extended total verifies that the unit bid price was submitted using a wrong unit of measure, then the unit price may be changed to correspond with the correct unit of measure. AUTHORITY: Promulgated in accordance with R.S. 39:1581

2.5 NUMBER OF COPIES

THE ENTIRE ITB SHALL NOT BE REQUIRED TO BE RETURNED. The Bidder shall submit **one (1) original** signed set of bid response forms with all blanks typewritten **OR** in ink (must be legible). The Bidder shall be responsible for duplicating and retaining any bid response forms and responses for personal record.

2.6 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 may be rejected.

2.7 SEALED BID

The entire bid shall be sealed. All bids should be submitted in a sealed envelope. The name and address of the Bidder should appear on the outside of the bid envelope. The bid number must also appear on the outside of the envelope. If the bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope. AUTHORITY: Promulgated in accordance with R.S. 39:1581

2.8 BIDS BINDING

All formal bids shall be binding for a minimum of (30) calendar days and shall not be withdrawn after the specified bid opening time.

2.9 BID OPENING

Each Bidder is solely responsible for the timely delivery of their bid by the bid opening deadline. Vendor proposals shall be opened Tuesday, July 21, 2016, at 2:00 Central Time. All bids shall become a matter of public record at that time.

2.10 LATE BIDS

Bids received after the specified time and date (Section 2.9 above) will neither be opened nor considered, regardless of delivery method. Bids shall be opened and read aloud on the specified time and date.

Bids may be withdrawn by the Bidder upon written or telegraphic request **PRIOR** to the designated time for the bid opening. Withdrawal notification must be by original signature and received in the ULM Purchasing Department **PRIOR** to the designated time for opening of bids. Requested withdrawals arriving after the specified bid opening time will not be honored. Any request for withdrawal of proposals after the bid opening date **MUST** be accompanied by appropriate support documentation (Section 2.4A). AUTHORITY: Promulgated in accordance with R.S. 39:1581.

2.11 DELIVERY OF BIDS

The address for mailing bids:
UNIVERSITY OF LOUISIANA at MONROE
Purchasing Department
700 University Avenue
Monroe, LA 71209-2250

For hand delivered bids:
UNIVERSITY OF LOUISIANA at MONROE
Purchasing Department
Coenen Hall #140, 4014 LaSalle Street
Monroe, LA 71209-2250

2.12 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 Director of Purchasing, shall be considered as valid. Telephone inquiries will not be accepted.

Inquiries concerning the administrative bid requirements and/or specification requirements of the bid shall be submitted in writing or via email to the Director of Purchasing at purchasing@ulm.edu.

Inquiries shall be in writing, signed in original ink, and received no later than Monday, July 18, 2016 at 5 PM CST. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addenda to all known to have received a complete set of bidding documents. Responses to any/all inquiries submitted will be provided to all known recipients of the ITB not later than seven (7) calendar days prior to the bid opening date.

Any Bidder who feels the administrative or specification requirements of this ITB are in error or will not accomplish the desired end result shall make the appropriate written inquiry no later than seven (7) calendar days prior to the designated bid opening time.

2.13 TAXES

The Bidder shall include in his/her bid price any taxes applicable to the performance of the contract work. The University is currently exempt from state and local taxes.

2.14 BID PRICES

Bid prices shall include transportation and handling prepaid by the Bidder to F.O.B. UNIVERSITY OF LOUISIANA at MONROE, MONROE, LOUISIANA. Prices shall include all labor, equipment, materials, facility visit, transportation, bonding costs, insurance and whatever other costs are necessary to print, bind, cover and deliver the yearbooks in first-rate quality condition to ULM. Prices shall include any and all taxes or assessments required by law in connection with the contract. Bidders shall be required to submit supplemental bid prices for the addition, deletion and changes that may be required during the

course of the contract work. Failure to submit all bid prices requested herein may cause rejection of the bid without further consideration.

2.15 LOUISIANA PREFERENCE

A ten (10%) percent preference is hereby given to products produced or manufactured or assembled in the State of Louisiana which are equal in quality to products produced or manufactured outside the state. If a Bidder claims this preference, the Bidder shall indicate on the Bid Response Form their qualification and the location of the production or manufacture. Failure to indicate the preference and location on the Bid Response Form shall be understood that the preference may not be applied to the bid response.

2.16 BIDDER'S REPRESENTATIVE

The Bidder is to provide the name, home address and home telephone number of the Bidder's representative who will work with the CHACAHOUOLA staff.

2.17 REPRESENTATIVE'S RESUME

The Bidder is to attach a detailed background resume of the representative's job experience, education and recognition in the production of student yearbooks.

2.18 YEARBOOK SAMPLES

This section does not apply to bids received from the following vendors:

Friesen Yearbooks,
Graduate Sales for Taylor Publishing Co., and
Multi-Media Technology

The vendors above have previously provided the samples listed below for examination and it is not the intent of ULM to cause those vendors to incur additional costs.

All vendors, other than those mentioned above must submit the following:

Three (3) samples of various size books or equivalent that have been printed in the same facility anticipated to produce the ULM CHACAHOUOLA student yearbook. All samples must be of equal or similar quality to that called for in the ITB including paper quality and weight and cover characteristics. All samples to be received no later than the time specified for opening the bids from vendors. Samples are provided at the Bidder's risk and expense. Each sample must contain a card attached to its cover with the name and address clearly written on the card. ULM will retain these samples as evidence of the Bidder's capacity to perform.

Samples requested to be returned shall be at the Bidder's sole risk and expense. Failure to submit adequate samples as specified may be cause for rejection of the Bidder's response without any further consideration.

2.19 VISITATION OF PLANT OR PLACE OF BUSINESS

The Bidder shall include in his/her bid price the necessary lodging, transportation and meals for at least a two (2) day visit by the ULM publications staff member and two (2) student representatives to observe the Bidder's production facilities and assist in the production of the CHACAHOUOLA (See section entitled "EQUIPMENT LOCATION" on Bid Response Form). The purpose of the visit is to be of an educational nature for the students to observe first-hand the processes involved in yearbook production. All applicable costs shall be incorporated in the Bidder's Total Bid Price.

2.20 BID AWARD

Lowest responsible and responsive bid shall be determined by lowest "Base Price Including Cover" offered. See Base Bid A.

3.0 STANDARD TERMS AND CONDITIONS

3.1 ACCESS TO RECORDS

The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this bid and any resulting contract agreement.

3.2 ASSIGNMENT

The contract agreement or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Director of Purchasing. Any attempted assignment under the contract agreement shall be void and of no effect.

3.3 AVAILABILITY OF FUNDS

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

3.4 BID AWARD

The contract shall 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 for Bid.

3.5 BID GUARANTY

When specified elsewhere in the solicitation (bid response form), a bid bond, cashier's check, or certified check, made payable to UNIVERSITY OF LOUISIANA at MONROE, for the amount specified, must accompany the bid response.

The bid guaranty shall be subject to forfeiture for failure on the part of the successful Bidder (a) to satisfy any bid requirements, or (b) to furnish any required performance guaranty or insurance verifications, or (c) to execute the contract within the time stipulated after official notification is made by the University.

The University shall have the right to retain the bid guaranty of all Bidders until either (a) the successful Bidder has satisfied all ITB requirements and the contract has been executed, or (b) all bids have been rejected. Only bid guarantees in check form will be returned to Bidders.

3.6 CANCELLATION CONDITIONS

In any of the following cases, the University shall have the right to cancel the contract agreement due to: (1) Breach of contract; (2) In the event the Contractor fails to furnish a satisfactory performance bond within the time specified; (3) Failure of the Contractor to make delivery within the time specified on the agreement; (4) In the event any commodity or equipment service is rejected for failure to meet specifications, non-conformity with the sample, or the items are not in good condition when delivered; (5) Wherever the Contractor is guilty of misrepresentation; i.e., mislabeling; (6) Wherever the contract agreement was obtained by fraud, collusion, conspiracy or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States; (7) In case of default by the Contractor, the University reserves the right to purchase any or all items or services in default in open market, charging the Contractor with any excessive costs.

3.7 CHANGES IN AGREEMENT

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

3.8 CONTRACT TIME

The Bidder shall be especially attentive to the urgency of the contract work and that time is of the essence. The contract work shall be completed within the contract time specified or within the time limit as may be extended at the University's option.

3.9 COPYRIGHTS AND PATENTS

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

3.10 ENTIRE CONTRACT AGREEMENT

The purchase order, and any properly executed change order thereto, the Invitation to Bid and the Contractor's bid response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

3.11 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be an equal employment opportunity employer. The Contractor 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, age, national origin, handicap, disability, veteran status or in any manner prohibited by law.

3.12 EXTENSION OF CONTRACT AGREEMENT

The University reserves the right to extend the contract agreement for two (2) additional (1) year periods at the same prices, terms and conditions if mutually acceptable to the Contractor. Any renewal shall be subject to continued appropriation of funding to the University by Louisiana State Legislature. In the event the Legislature fails to appropriate sufficient funding, the contract agreement shall be considered cancelled.

3.13 FORCE MAJEURE

The Contractor shall promptly notify, in writing, the ULM Publications Student staff member of any delay in the performance of said agreement and shall set forth the reasons therefore. The Contractor shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be responsible for delays due to its fault or negligence. Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract agreement.

3.14 GOVERNING LAW

The contract agreement, 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.

3.15 INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the contract agreement shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the University.

3.16 INSPECTION OF CONTRACTOR'S FACILITIES

The University reserves the right, at any time, to inspect, any and all facilities utilized by the Contractor in the performance of the contract work. Any expenses incurred for inspection of contractor facilities shall be borne by ULM not the contractor (DOES NOT include the requirement specified in Section 2.19).

3.17 LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances and regulations in the performance of the contract and all shall be considered a part of the ITB as though written out in full.

3.18 NOTICES

Any notice required under the contract agreement shall be in writing and may either be given by personal delivery or sent to the last known address on file with the University, unless otherwise specified elsewhere in the contract agreement. Notification to the University shall be to UNIVERSITY OF LOUISIANA at MONROE, Purchasing Department, 700 University Avenue, Monroe, LA 71209-2250. The address to which mailings shall be made may be changed by either party from time to time by written notice as set forth above.

3.19 PAYMENT

Upon satisfactory completion of the contract work, the Contractor should submit itemized invoices in duplicate form of which one (1) shall be an original. Invoices shall be correct and detailed as necessary. If the stated contract work completed is to the mutual satisfaction of the publications staff member, the University agrees to pay for the cost of the publication within thirty (30) calendar days thereafter based upon the amount of the contract work completed. Stated contract work completed shall be subject to the mutual agreement of the ULM Publications Staff Member. All payments are to be processed through the University Controller's Office by mail.

3.20 PERFORMANCE GUARANTY

When specified elsewhere in the solicitation (bid response form), the successful Bidder shall furnish a Performance Guaranty in accordance with requirements outlined within ten (10) calendar days of official written notice (Notification of Intent to

Award). The Performance Guaranty shall be in the form of a Performance Bond, an Irrevocable Letter of Credit drawn from a bank or a bank Certified Check. The Performance Guaranty shall be made payable to UNIVERSITY OF LOUISIANA at MONROE in the amount specified (in U.S. dollars). If the contract is extended, the Performance Guaranty will be renewed for each successive contract term in force.

The Performance Guaranty shall secure the prompt and faithful performance of the Contractor in strict accordance with the contract for the University.

3.21 PERMITS AND LICENSES

The Contractor shall, at the Contractor's sole expense, procure and keep in effect all necessary permits, licenses, etc. required for the performance of the contract work, and the Contractor shall post or display in appropriate places such permits, licenses and/or notices as are required by law.

3.22 PUBLICITY

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor 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 Contractor from listing the University on its routine client list for matters of reference.

3.23 QUALIFICATION OF BIDDER

ULM reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the contract work. The Bidder shall furnish all information and data (including additional samples) for this purpose as ULM may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for a determination of nonresponsibility.

3.24 REJECTION OF BIDS

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

3.25 SPECIFICATIONS

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics to meet ULM requirements, the use of such specifications shall not restrict, unless otherwise specified, Bidders to a specific brand, make or manufacturer. Bidders shall submit items of equivalent or greater quality.

3.26 STANDARD OF PERFORMANCE

The Contractor agrees to perform the services required under the contract agreement with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

3.27 TAXES

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

3.28 TERMINATION

In the event the Contractor shall fail to satisfy or maintain any of the terms and conditions of the contract agreement, then the University reserves the right to cancel the contract agreement within thirty (30) calendar days written notice via registered or certified mail.

BID # 50006-005
Due: July 21, 2016
@ 2PM, CST

THE UNIVERSITY OF LOUISIANA AT MONROE
PURCHASING DEPARTMENT
Coenen Hall #140, 700 UNIVERSITY AVEUE,
MONROE, LA 71209-2250
PHONE 318/342-5205; FAX 318/342-5218

SPECIAL CONDITIONS:

1. PLEASE SUBMIT YOUR QUOTE ON THE FOLLOWING ITEMS. ALL ITEMS ARE AS SPECIFIED OR APPROVED EQUAL. THE BRAND NAME GIVEN IS TO ESTABLISH THE QUALITY DESIRED AND DOES NOT EXCLUDE OTHER BRANDS.
2. IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.
3. IT IS THE BIDDER'S RESPONSIBILITY TO CHECK FOR ANY POSSIBLE ADDENDA THAT MAY BE ISSUED. ULM IS NOT RESPONSIBLE FOR A BIDDER'S FAILURE TO ENSURE ANY ADDENDA DOCUMENTS REQUIRED TO COMPLETE AN INVITATION TO BID.
4. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.
5. ANY ADDITIONS, DELETIONS, OR VARIATIONS FROM THE SPECIFICATIONS SHOULD BE NOTED IN WRITING.
6. ANY INTERPRETATION OF THE DOCUMENTS WILL BE MADE BY ADDENDUM ONLY, ISSUED BY THE PURCHASING DEPARTMENT. YOU MAY FAX QUESTIONS TO THE PURCHASING DEPARTMENT AT 318/342-5218.
7. ANY CLAIMS OR CONTROVERSIES ASSOCIATED WITH THE CONTRACT ISSUED AS A RESULT OF THIS SOLICITATION WILL BE RESOLVED IN ACCORDANCE WITH THE LOUISIANA PROCUREMENT CODE R.S. 39:1673.
8. ALL LINE ITEMS BID MUST HAVE A BRAND SPECIFIED.
9. BID PERFORMANCE BOND REQUIRED OF SUCCESSFUL VENDOR.
10. ALL SHIPPING AND HANDLING CHARGES MUST BE INCLUDED IN UNIT BID QUOTE PRICE.
11. PLEASE STATE ESTIMATED DELIVERY TIME AFTER RECEIPT OF ORDER:

12. ALL INQUIRIES MUST BE REDUCED TO WRITING AND SENT TO THE PURCHASING DEPARTMENT. INQUIRIES MAY BE PROVIDED BY MAIL, FAX, EMAIL, HAND DELIVERY, ETC. ANSWERS TO ALL INQUIRIES WILL BE PROVIDED BY THE PURCHASING DEPARTMENT UPON WRITTEN REQUEST.

SPECIFICATIONS :

We invite your bid on furnishing PRINTING OF CHACAHOULA for the period July 21, 2016 through June 30, 2017. Please be advised this is a blanket bid and the unit prices quoted are to remain firm for this period.

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

Based upon mutual agreement between the University of Louisiana at Monroe and the successful bidder, this contract may be extended for two (2) additional twelve (12) month periods at the same price and terms. Both parties must agree to any extension and the decision will be made at each interval. These renewals are contingent upon funding by the Louisiana State Legislature.

The University may at its option cancel the contract upon thirty (30) days written notice.

Any additions, deletions, or variations from the specifications should be noted in writing per item. Any interpretation of the documents will be made by addendum only, issued by the Purchasing Department. You may fax questions to the Purchasing Department at 318-342-5218.

All line items bid must have a brand specified.

This is a blanket bid, items will be ordered on an "as needed" basis. Award shall be made to the overall lowest responsive bidder meeting the written specification. The State of Louisiana reserve the right to delete line item(s) from award.

4.0 YEARBOOK SPECIFICATIONS

4.1. GENERAL

4.1.1 Bids are for the offset printing of yearbooks of VARIOUS SIZES as listed on quote page (unless otherwise noted, see "C") for the scholastic year 2016-2017, known as the CHACAHOULA, with a contract extension provision for the 2017-2018 and 2018-2019 CHACAHOULA.

4.1.2 No contract will be awarded to any individual, partnership or corporation, who are for any cause in arrears to the State of Louisiana. Reasonable grounds for supposing that any bidder is interested in more than one bid will cause the rejection of all bids in which he/she is deemed to be interested.

4.1.3 The acceptance of any bid submitted shall create a valid contract between the University and the vendor who has submitted a responsive and responsible bid in accordance with the requirements set forth in the Invitation to Bid. Any contract thus made does not compel the University to publish the yearbook nor to spend any specified sum, and if the book is not published, and no materials ordered or mechanical work performed, then there is no financial obligation incurred on the part of the University. If the book is abandoned after production has begun, then the vendor is to be paid only for the materials ordered and actual work produced to date, and any materials ordered shall become the property of the University to be disposed of as it sees fit.

4.1.4 The University reserves the right to cancel any contract resulting from the bid at any time due to non-performance on the part of the vendor, or failure to comply with the production schedule as defined herein, or upon evidence that any part of the work produced is unsatisfactory and not up to the standards set forth in the specifications. In that event, the University may make such arrangements as it sees fit to complete the work elsewhere, but the vendor shall not be released from any liability he/she may have incurred by reason of a breach of the agreement or any of the terms thereof, or from reimbursement to the University for any loss or expense occasioned thereby. The University shall withhold authorization of payment to the vendor for all work done by him/her until the damage done by him/her shall be ascertained.

4.1.5 Each bidder must be prepared to do all the makeup, presswork, and binding in his/her own plant, and no part of the work except the furnishing of cover cases, photographs, color separation, ink, paper, glue and other raw materials shall be purchased or transferred to another concern.

4.1.6 The vendor shall provide advisory services to the CHACAHOULA staff. The representative must be a full-time employee of the vendor. He/she shall work with the CHACAHOULA staff in the preparation and execution of a full size dummy of the publication. The vendor's representative shall be responsible for providing the CHACAHOULA staff with all the necessary requirements needed for Adobe Acrobat or Indesign file creation. The representative shall make trips to the University as requested. He/she will be prepared to spend as much time as required with the CHACAHOULA staff as required.

4.1.7 For any outside purchases or additional work not covered in the basic specifications, purchase orders on the part of the University will be required. The University reserves the right to request a written quotation in advance for any work not specifically mentioned in this bid.

4.2.0 MECHANICAL REQUIREMENTS

4.2.1 The mechanical requirements consist of presswork equipment and binding equipment (see section 4.6.0). The University reserves the right to inspect the plant before awarding bid.

4.3.0 TYPOGRAPHY

4.3.1 The typography must be first class in all respects (final decision on acceptability shall rest with the ULM publications staff member). All typefaces must be sharp and clean. Vendor must be able to accept postscript and/or true-type fonts or typefaces and EPS, TIFF, and JPEG images in Adobe Indesign files or Adobe PDF format. All pages sent to vendor will be typeset by CHACAHOULA staff.

4.4.0 PRESSWORK

4.4.1 All bidders are cautioned that they will be required to observe strictly the requirements for first class work and, in case of doubt, the University reserves the right to have the vendor mail complete press sheets of each signature form of sixteen (16) pages as each is completed, and if the printed sheets show defects and does not reflect first class workmanship, the University

reserves the right to reject any form not up to required standards and require the vendor to reprint such forms without additional cost to the University. The requirements for the quality of presswork are listed below and must be rigidly observed.

4.4.2 The presswork must meet the best standards of fine halftone printing. The pages are to be printed in signatures of sixteen (16) pages. The printed sheets shall show adequate and uniform distribution of ink on both type and images. All color work must register with extreme accuracy. All pages must show even ink distribution.

4.4.3 In order to have sufficient time for careful preparation, proofing, and press run and at the same time conform to the production schedule of the CHACAHOULA as defined herein, the bidder must have installed and in operation in his/her plant at the time the bid is submitted an adequate number of sheet fed presses of sufficient size to permit the printing of a signature of sixteen (16) pages at a time. The vendor must list the number of presses installed in the plant which meet specifications for printing of the CHACAHOULA in his/her bid response to the ITB.

4.5.0 NEGATIVES AND PLATEMAKING

4.5.1 Negatives and plates must be of the highest quality and the following methods of manufacturing must be rigidly observed. All negatives must be made on Eastman or equivalent contact screen, 150 lines per inch.

4.5.2 All line negatives must be properly exposed and developed with care to assure that no distortions or defects result in any of the typeset matter during photographic process. All negatives must be inspected for light leaks and opaqued.

4.5.3 Stripping must be accompanied with such care as to allow: (1) proper bleeds without trimming the pages undersized; (2) pin-point registration of process color or spot color; (3) standardization of pre-planned margins;(4) proper folding; and (5) proper sequence of pages.

4.5.4 If used, offset plates must be burned from plates on pre-sensitized aluminum plates of the highest quality.

4.5.5 The University considers its requirements as essential for fine offset reproduction and reserves the right to require that the bidder to whom the contract may be awarded shall ship all offset plates that are used in the reproduction of the CHACAHOULA to the University, at the vendor's expense, as evidence of having complied with the above specifications.

4.5.6 Each color transparency to be reproduced in CHACAHOULA must be individually evaluated and color corrected during the separation process. Transparencies must NOT be ganged for separation using an averaging technique to determine color balance. All color separations become the property of the CHACAHOULA and payment of the yearbook will not be made until all separations are presented to the CHACAHOULA's advisor.

4.6.0 BINDERY

4.6.1 With the exception of furnishing cover cases, the bidder must be equipped to do all the bindery work, including the folding, gathering, sewing, forwarding, and finishing in his/her own plant. The following equipment is considered to be a minimum:

- Two folding machines, with automatic feeds to handle adequate sheet-size specified.
- One cutting machine or three knife-trimmer
- One automatic rounding and backing machine (handrounding and backing clamps will not be acceptable).
- One casing-in machine sufficiently large to process sewed books of various sizes as listed on quote page.
-

4.7.0 TYPESETTING AND MAKEUP

4.7.1 The vendor shall proofread all work with due care before sending proofs to CHACAHOULA staff. The vendor will also furnish duplicate sets of clean bluelines (and reproofs if necessary). Ordinarily, not more than these bluelines are to be furnished, but if, in the opinion of the University the bluelines contain excessive typographical errors for revision, the delay occasioned thereby is to be counted as time consumed by the vendor and no allowance will be made in extension of delivery by reason of the necessity of these revised bluelines. No charges for author's corrections are to be made by the vendor, except for editor's changes from copy, and in case of dispute, the vendor agrees to abide by the decision of the ULM Publications Staff Member, as to the amount and cost of any such revisions.

4.7.2 Deadline for copy, photographs, layout dummies and/or color transparencies to reach the vendor shall be agreed to in

writing between the ULM Publications Staff Member and vendor. Note: *The CHACAHOULA is a Fall delivery book, and deadlines usually are set for: January, February, March, April, May, and June with delivery in late-October to early November.*

4.7.3 The vendor must submit one set of page proofs within thirty (30) calendar days of receipt of each shipment of layouts, copy, photographs, and artwork. (While vendor's terms for proof may vary, what is required is a proof of each page in sequence, with all body type, display type, and artwork, including halftones, in the exact positions they will appear on the finished pages.)

4.7.4 The vendor must supply the CHACAHOULA with an actual printed and complete version of the book's cover and endsheet prior to the book being assembled, within thirty (30) calendar days of the cover's and end sheet's printing.

4.8.0 PRODUCTION SCHEDULE, PRESSWORK AND BINDING

4.8.1 The books are to be printed, bound, packed and ready for delivery within twenty-one (21) calendar days, legal holidays excluded, after receipt of final corrected proofs approved by the ULM Publications Staff Member and editor of the CHACAHOULA. Speed in presswork and binding is vital and if the completed books are not ready for shipment within the production schedule defined above, the University reserves the right to deduct two hundred (\$200) dollars per day from the contract price for each delay of one day or fraction thereof that the books are not delivered as liquidated damages, and not as a penalty, provided however, that such delay is not occasioned by strikes, fires, breakdown in machinery, and other conditions beyond the control of the vendor and provided, further, that evidence of such conditions existing in the vendor's plant must be presented to the satisfaction of the ULM Publications Staff Member. If the University has not met the page deadline established by the vendor's representative and the ULM Publications Staff Member, then the vendor may delay delivery of the yearbooks one day for each day such copy deadlines are not met.

4.8.2 The vendor agrees to furnish the necessary ink and the materials specified herein, to set in type, and to print and bind the book. The size of the trimmed paper is to be of various sizes (or selected options, see "C"). The printed sheets are to be folded, gathered, and "Smythe" type sewed with nylon thread in sixteen page signatures so that the book will open flat, and then trimmed, rounded, backed with heavy gauge staging over the spine top to bottom, and glued securely in the cover case (or selected options, see "B" and "C"). Each completed book shall be carefully inspected for blemishes, and no imperfect books are to be delivered. All shipments are to be insured by vendor to cover damage that may occur during shipment. Shipment shall be by motor freight or by a carrier acceptable to the University. Freight charges shall be the responsibility of the contractor (Section 2.14).

4.8.3 The inside paper stock shall be 80-pound coated white enamel (or selected option, see "B") in such sizes to accommodate bleed pages.

4.8.4 The covers shall be furnished by the vendor. Cover boards shall be 150-point tempered binders, and must fit the book properly. Posted clipboard or equivalent shall not be accepted. The cost of covers meeting these specifications shall be included in the base quotation. Included in the material for the cover are four-page endsheets, which are to be glued securely front and back to the inside cover cases. Endsheets shall be of 65- pound weight material to the ream.

4.9.0 ADDITIONAL CONSIDERATIONS

4.9.1 It is understood that there are no verbal agreements or conditions attached to this bid, and the contract resulting from the acceptance of this bid by the University. This shall not be construed to prevent the CHACAHOULA from making subsequent changes or additions to the publication after the agreement by both parties has been signed. Such alterations are to be mutually agreed upon by the ULM Publications Staff Member and the vendor. Alterations from copy, changes in style, or any work provided for in this contract, but ordered by the University, involving additional cost shall be charged for on the basis of a reasonable profit above cost of production.

4.9.2 The following errors will constitute a reprinting of the entire yearbook press run. If a:

- A. majority of books display missing, blank or duplicate pages,
- B. majority of books display incorrect reproduction of color or spot color on the cover or on the pages of the book,
- C. majority of books display improperly registered photographs or pages,
- D. majority of books display printing pages not approved as the final version of the book,
- E. majority of books display altering of pages or content not approved by ULM,
- F. majority of books display pages printed out of order,
- G. majority of books display trimming, folding or binding errors that cause part or all of text or photos to be missing,
- H. majority of books display improper mounting on covers,

- I. majority of books display improper printing or substitution of typefaces, or
- J. majority of books display foreign material including dirt, dust, spots or smudges on photos or text.

4.9.3 Owing to manufacturing fluctuations, a variation of not more than one (1%) percent in excess of deficiency of the number of books ordered shall constitute an acceptable delivery. The deficiency is to be charged for or deducted at the rate quoted for extra or less copies (see Bid B.1).

4.9.4 Any irregular books received by the University and deemed unsuitable by the ULM Publications Staff Member, shall be deducted at the rate quoted for extra or less copies (see Bid B.1). The ULM Publications Staff Member shall keep these books as a record of their unsuitability.

4.9.5 The University will assume responsibility for unloading the yearbooks at a mutually agreed upon time and location. All proofs, yearbook CDs/DVDs, photographs, and artwork must be returned to the CHACAHOULA staff on or before the delivery of the yearbooks.

4.10.0 REPRESENTATIVE'S RESUME

4.10.1 The Bidder to attach a detailed background resume of the representative's job experience, education, and recognition in the production of student yearbooks.

4.11.0 YEARBOOK SAMPLES

4 11.1 This section does not apply to bids received from the following vendors:

Friesen Yearbooks,
Graduate Sales for Taylor Publishing Co., and
Multi-Media Technology (see 2.18)

The vendors above have previously provided the samples listed below for examination and it is not the intent of ULM to cause those vendors to incur additional costs.

All vendors, other than those mentioned above must submit the following:

Three (3) samples of various size books as listed on quote page or equivalent that have been printed in the same facility anticipated to produce the ULM CHACAHOULA student yearbook. All samples must be of equal or similar quality to that called for in the ITB including paper quality and weight and cover characteristics. All samples to be received no later than the time specified for opening the bids from vendors. Samples are provided at the Bidder's risk and expense. Each sample must contain a card attached to its cover with the name and address clearly written on the card. ULM will retain these samples as evidence of the Bidder's capacity to perform.

Samples requested to be returned by vendors shall be at the Bidder's sole risk and expense. Failure to submit adequate samples as specified in the instructions above may be cause for rejection of the Bidder's response without any further consideration.

UNIVERSITY OF LOUISIANA AT MONROE

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO.: _____ FAX NUMBER: _____

ADDRESS: _____

CITY STATE COUNTRY ZIP

CONTRACT WORK: Furnish topography, offset printing, binding and covers for the 2016 CHACAHOUOLA yearbook for the Office of Student Publications as per requirements & specifications.

I/we do hereby declare that I/we have carefully examined the Invitation to Bid, and that I/we have a clear understanding of the bid documents. I/we do hereby propose to provide the necessary topography, offset printing, binding, covers and delivery for the 2016 student yearbook publication. I/we agree to complete and finish, in a thoroughly professional manner, the proposed contract work for the sum indicated on the bid proposal form(s).

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

Do you claim the ten (10%) percent preference for products produced, manufactured or assembled in Louisiana? _____ If yes, bidder must provide detail on the Louisiana location _____

NOTE: Documentation to support the bidder's authorization to claim the Louisiana preference claim MUST be submitted with the bid proposal.

BASE BID:

Cost for offset printing and delivery of 3,000 copies of yearbook; 288 full color of various sizes trim size; 80-pound coated white enamel paper; 150-point-tempered binder's board cover; base cover including one standard graining operation and full color silk screening on the best quality fabric base cover (Lexitone book cloth equivalent or better); 65-pound endsheet; transportation and lodging for three persons for two-day inspection visit to plant during CHACAHOUOLA press run with allowances to view all pages of book and cover during printing or viewing the pages and cover prior to pages being cut and bound with cover.

The entire book will be submitted electronically on CD or DVD to printer in Adobe PDF or Indesign formats. Printer will not be required to perform any scanning, cropping or layout.

- A. BASE PRICE INCLUDING COVER: \$ _____
A.1 Size: 9" x 12" \$ _____
A.2 Size: 1 1/2" x 9" (landscape) \$ _____
A.3 Size: 10" x 10" \$ _____

BID RESPONSE FORM CONTINUED

B. OPTIONS:

B.1 Cost for additional or fewer books _____ cost per book;

B.2 Cost for additional or fewer pages in groups of 8 pages _____ cost per page group (8 pages);

B.3 Cost reduction for substituting 70-pound paper instead of 80-pound paper
_____ cost for 3,000 books.

B.4 Color:

B.4.1 Cost for additional or fewer than 8 pages of full or four color _____ cost per flat.

B.4.2 Discount for early submission of color pages _____ cost per flat.

B.4.3 Additional cost to base for entire book to be printed in full color _____

B.5 Spot Color:

B.5.1 Cost for additional 8 pages of spot color _____ cost per flat.

B.5.2 Discount for early submission of spot color pages _____ credit per flat.

B.6 Cover:

B.6.1 One standard graining operation _____ cost for 3,000 books, front and back.

B.6.2 Overtone ink rub on grained or embossed covers _____ cost for 3,000 books, front and back.

B.6.3 Hot foil stamping _____ cost for 3,000 books, front and back.

B.6.4 Embossing on cover _____ cost for 3,000 books, front and back.

B.6.5 Cost for blind embossing on cover _____ cost for 3,000 books.

B.6.6 Debossing on cover _____ cost for 3,000 books.

B.6.7 Quarter binding (two Lexitone/standard fabrics) cover materials _____ cost for 3,000 books, front and back.

B.6.8 Cost increase or reduction for printing and binding square back cover _____ cost for 3,000 books.

B.6.9 Cost for four-color printing (lithograph) on cover with glossy or matte finish _____ Cost for 3,000 books.

BID RESPONSE FORM CONTINUED

B.7 Endsheets:

- B.7.1 Colored stock paper _____ cost for 3,000 books, front and back.
- B.7.2 Full-color on endsheet _____ cost for 3,000 books, front and back.
- B.7.3 Spot color on endsheet _____ cost for 3,000 books, front and back.
- B.7.4 Cut-out Die Design on front endsheet _____ cost for 3,000 books, front and back.
- B.7.5 Foil embossing on front endsheet; printed back endsheet _____ cost for 3,000 books.
- B.7.6 Blind embossing front endsheet; printed back endsheet _____ cost for 3,000 books.
- B.7.7 In-plant artwork consultation _____ cost per hour.

C. Other Options:

- C.1 Cost for side binding on book _____ cost for 3,000 books.
- C.2 Reduction in cost for 8-1/2" x 11" book size _____ cost for 3,000 books.
- C.3 Cost for 4-page Tip-in _____ cost for 3,000 books.
- C.4 Costs for Vellum sheet (onion skin) inside cover _____ cost for 3,000 books.
 - C.4.1 Cost for one silkscreen (one applied color) to vellum sheet _____ cost for 3,000 books.
 - C.4.2 Foil embossing on vellum sheet _____ cost for 3,000 books.
 - C.4.3 Blind embossing on vellum sheet _____ cost for 3,000 books.
 - C.4.4 Cut-out on first page of yearbook _____ cost for 3,000 books.
- C.5 Cost for additional or fewer DVDs: _____
 - C.5.1 Cost of DVDs (ULM personnel will do the production of these DVDs. They are only to be duplicated and placed in the yearbook) _____

D. Yearbook sizes to quote on:

- D.1 9" x 12" _____
- D.2 11 1/2" x 9" (landscape) _____
- D.3 10" x 10" _____

QUOTE AND FINAL INVOICE

The final invoice of the bidder shall not exceed the amount quoted by more than five (5) percent.

ADDITIONAL PRODUCTION AND CHARGES

Bidder shall not undertake any production not specified in this bid without written permission from an authorized representative of the University. Any additional charges in excess of \$500 MUST be pre-approved by the University.

BID RESPONSE FORM CONTINUED

BID GUARANTY - Required of Bidder in the amount of five percent (5%) of the Total Bid Price:

Attached is:

- _____ a bid bond(*)
- _____ a certified check
- _____ a cashier's check in the amount

of (\$_____).

- (*) Bidder shall furnish a bid guaranty in the form of a bond from a surety or insurance company that is currently licensed to do business in the State of Louisiana. The bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. **A bid deposit in the form of a certified check or cashier's check made payable to UNIVERSITY OF LOUISIANA at MONROE may be submitted in lieu of a bid guaranty (bond).**

PERFORMANCE GUARANTY - Required of successful Bidder in the amount of one hundred percent (100%) of the Total Awarded Price:

Bidder is to list the name, address (street/city/state/zip) & telephone number of the licensed surety, insurance company or bank that shall be used to furnish the required Performance Guaranty (Bond) if selected the successful Bidder. See below (*).

Name of Surety: _____
(Not the Agent Company)

Surety's Address: _____

Surety Telephone No.: _____

Agent Company: _____ Telephone No: _____

- (*) The successful Bidder shall furnish a performance guaranty in the form of a Performance Bond, an Irrevocable Letter of Credit drawn from a bank or a bank Certified Check. The Performance Guaranty shall be made payable to UNIVERSITY OF LOUISIANA at MONROE in the amount specified (in U.S. dollars). If the contract is extended, the Performance Guaranty will be renewed for each successive contract term in force.

The Performance Guaranty shall secure the prompt and faithful performance of the Contractor in strict accordance with the contract for the University.

BID RESPONSE FORM CONTINUED

BIDDER'S REPRESENTATIVE

Reference Section 2.16:

Representative Name: _____

Home Address: _____

City/State/Zip: _____

Home Telephone: _____

REPRESENTATIVE'S RESUME & YEARBOOK SAMPLES

Reference Section 2.17 & 2.18:

Bidders are reminded to (1) submit a detailed resume of the representative's job experience, and (2) submit three (3) samples of books of various sizes or equivalent that have been printed in the same facility anticipated to produce the ULM CHACAHOLA student yearbook.

MECHANICAL REQUIREMENTS:

PRESSWORK - Reference Section 4.2.0:

List the number of presses installed and operational in plant: _____

BINDERY - Reference Section 4.6.0:

List the number of folding machines in plant (minimum of 2 required): _____

List the number of cutting machines or three knife-trimmers in plant: _____

List the number of automatic rounding and backing machines in plant: _____
(handrounding and backing clamps will not be acceptable)

List the number of casing-in machines in plant: _____

EQUIPMENT LOCATION:

The equipment is located at:

Name of Business: _____

Address: _____

City: _____ State: _____ Country: _____

BID RESPONSE SUBMITTED BY:

AUTHORIZED OFFICER: _____
(SIGNATURE) (PRINT OR TYPE NAME)

TITLE: _____ DATE: _____

EMAIL: _____

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

1. GENERAL INFORMATION

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

2. BID FORMS

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

3. STANDARDS OF QUALITY

- a. Any product or service bid, shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation, unless otherwise specified in the solicitation, and manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.
- b. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging and of best quality as measured by acceptable standards of the trade, and any defects in any product may cause its rejection. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation, where applicable, all products are to be covered by standard factory warranty unless otherwise specified by the University.
- c. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the buyer to evaluate quality, suitability, and compliance with the specifications in the solicitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

4. BID OPENING

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the purchasing office of The University of Louisiana at Monroe. Bid tabulations may be secured only after written request.

5. REJECTION OF BIDS

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

6. **AWARDS**

- a. Unless otherwise stated, award will be made to the lowest, responsible bidder, taking into consideration the quality of the products to be supplied and their conformity with the specifications.
- b. The university reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
- c. Preference is hereby given to materials, supplies, and provisions, produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the state.
- d. Only the issuance of a purchase order constitutes acceptance on the part of the University. The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.

7. **PRICES**

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

- d. All bids must be firm prices, free of any escalator clauses.
8. **NEW PRODUCTS**
Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.
9. **DELIVERIES**
Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.
10. **TAXES**
Vendor is responsible for including all applicable taxes in the bid price. The University of Louisiana at Monroe, a state agency, is exempt from all state and local sales and use taxes.
11. **PAYMENT**
After receipt and acceptance of order and receipt of valid invoice, payment will be made by the University of Louisiana at Monroe within thirty (30) days. Payment will be made at the respective unit prices shown on the bid, less any percentages off list price, less Federal excise tax, less cash discount earned.
12. **CONTRACT CANCELLATION**
The University of Louisiana at Monroe has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
13. **DEFAULT OF CONTRACTOR**
Failure of a contractor to deliver within the time specified, or failure to make replacements of rejected articles, shall permit the University to purchase in the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases the contractor shall reimburse the University for any expense incurred in excess of contract prices. Such purchases will be deducted from contract quantities.
14. **CONTRACT RENEWALS**
Upon agreement of the University of Louisiana at Monroe and the Contractor, a term contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty-six (36) months.
15. **ORDER OF PRIORITY**
a. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
b. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will be mailed or faxed to each person receiving a set of the bid documents. The University will not be responsible for any other explanation of the documents.
16. **APPLICABLE LAW**
All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana.
17. **COMPLIANCE WITH CIVIL RIGHT LAWS**
By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this

solicitation.

18. **SPECIAL ACCOMMODATION**

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

19. **INDEMNITY**

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

20. **SIGNATURE AUTHORITY**

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

PLEASE CIRCLE ONE:

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

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

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

By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.EPLS.gov>.

23. **FEDERAL CLAUSES, IF APPLICABLE**

ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

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

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

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

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

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 4.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.