

NICHOLLS STATE UNIVERSITY
PURCHASING DEPARTMENT
PO BOX 2052 University Station
104 Elkins Hall
Thibodaux, La 70310
Phone No. (985) 448-4038 - Fax No. (985) 448-4921
EO/AA Employer, M/F/H/V

BID NO. **SB01713**

Date: **06/28/2016**

INVITATION, BID AND ACCEPTANCE

INVITATION: Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on 07/19/2016**, and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed 
Terry G. Dupre
Director of Purchasing

The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation

DESCRIPTION

"Purchase of Tricaster and Accessories".....

INSTRUCTIONS:

1. YOUR BID SHALL BE MADE ON THE ATTACHED BID FORM(S) AND RETURNED WITH THIS "INVITATION" IN A SEALED ENVELOPE WITH YOUR NAME AND ADDRESS ON THE OUTSIDE OF THE ENVELOPE YOUR BID IS SUBMITTED IN. THE ENVELOPE MUST CLEARLY IDENTIFY THE BID TITLE, BID NUMBER, AND THE SCHEDULED RETURN DATE AND TIME. IF THE SOLICITATION REQUIRES THAT THE WORK IN THE SOLICITATION MUST BE PERFORMED BY A LICENSED LOUISIANA CONTRACTOR, THEN YOUR LOUISIANA CONTRACTORS LICENSE NUMBER MUST BE WRITTEN ON THE OUTSIDE OF THE ENVELOPE THE BID IS SUBMITTED IN.
2. The University cannot accept bids or alterations by wire, phone or facsimile.
3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.
4. All prices assumed firm unless otherwise stated.
5. Any bid received after bid closing time will be returned unopened.
6. As a state agency, the University is NOT liable for state sales tax in acted by the State Legislature and in effect at the time of issuance of the order. Do not include federal excise tax unless requested.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening.
9. THIS BID INVITATION SHEET MUST BE SIGNED IN INK. FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED. **PLEASE SIGN IN BLUE INK**
10. Additions for packing or other items not quoted will not be allowed.

BIDDER SHOULD FILL IN ALL BLANK SPACES

Terms will be _____ and shipment will be made within _____ days of receipt of order.

BID

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within _____ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until _____.)

Bidder _____
Address _____

Email _____

Signed _____
Title _____
Phone (_____) _____
Fax (_____) _____

PLEASE SIGN THIS BID INVITATION IN BLUE INK

Federal Tax ID Number: _____

NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.

NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED TO FEDERAL TAX ID NUMBER PROVIDED.

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA as to items numbered:

Signed _____

Date _____

Purchasing Office

P.O. Box 2052
Thibodaux, LA 70310
985.448.4038
Fax: 448.4921

NICHOLLS
STATE UNIVERSITY

June 28, 2016

**PUBLIC NOTICE
INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. On, **July 19, 2016 at 3:00 P.M.** for:

"Bid Number SB01713 - Purchase of Tricaster";

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

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <https://www.wcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specification from Nicholls State University, call (985) 448-4038 or e-mail terry.dupre@nicholls.edu or kathy.ockmond@nicholls.edu

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

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

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2) (D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA



TERRY G. DUPRE
Director of Purchasing

TO BE RUN: July 05, 2016

TO BE OPENED: July 19, 2016

STATE OF LOUISIANA
NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA
A Member of the University of Louisiana System

Rev. 08/2015

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University
Purchasing Department
P. O. Box 2052
Thibodaux, LA 70310

Delivery: Nicholls State University
Purchasing Department
906 East First Street
Room 104 Elkins Hall
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. *Please use blue ink when signing bid documents.* Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.

The NSU Purchasing Department 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.

- 2) **Sealed Envelope:** To assure consideration, all bids must be submitted in a sealed envelope. The Envelope must contain: THE BID NUMBER, THE CONTRACTORS LICENSE NUMBER (IF REQUIRED), THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.
- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should 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 document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **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 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) **Signature Authority: ATTENTION: .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You should indicate which of the following apply to the signer of this bid.**

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.

-Instructions to bidders continued-

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.

4. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

8) **Addendums:** If an addendum is issued regarding the bid solicitation, it is the responsibility of the bidder, prior to submitting their bid, to periodically visit if any addendums were issued and posted to the State of Louisiana Purchasing Department LaPAC website.

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

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

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

FOR THIS BID SOLICITATION:

BID BOND REQUIRED: _____ Yes X No

PERFORMANCE BOND REQUIRED: _____ YES X NO

PURCHASE WILL BE EXECUTED WITH: X Purchase Order Only

_____ Purchase Order and Formal Two Party Contract

_____ Formal Two Party Contract Only

GENERAL CONDITIONS

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- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, 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 document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor 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.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **COMPLIANCE WITH CIVIL RIGHT LAWS:** By submitting and signing this bid, bidder agrees **The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.**

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract awarded as a result of this solicitation.
- 10) **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.
- 11) **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.
- 12) **CERTIFICATION OF NO SUSPENSION OR DEBARMENT:** By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/index.html/#1>.

-General Conditions Continued-

13) 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.

SPECIAL CONDITIONS

BID NUMBER: SB01710 BID OPENING: 06/28/2016

Rev 8/2015

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NOTICE TO BIDDERS:

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

.....
A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within Louisiana where this product is produced, manufactured, grown or assembled: _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- 1) *The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.*
- 2) *The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.*
- 3) *In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.*

B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the Unites States and which are equal in quality to other material, supplies, products, provisions, or equipment.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within the United States where this product is produced, manufactured, grown or assembled: _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- 1) *The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.*
- 2) *The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.*
- 3) *In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.*
- 4) *The vendor certifies that such items are manufactured in the United States.*

CONDITIONS OF PURCHASE

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

VENDOR INFORMATION SHEET

Please complete this page and the W9 form. The Vendor Information Sheet and W9 form should be completed by new and current vendors of the University and both completed documents should be submitted with bid response.

ORDER FROM NAME AND ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED
TO FEDERAL TAX ID NUMBER PROVIDED.**

Address Line 1

Address Line 2

Address Line 3

Telephone

FAX

E-Mail Contact Address

REMIT TO ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED
TO FEDERAL TAX ID NUMBER PROVIDED.**

Address Line 1

Address Line 2

Address Line 3

Telephone

FAX

E-Mail Contact Address

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

Individual/sole proprietor or single member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3).
 Exempt payee code (if any): _____
 Exemption from FATCA reporting code (if any): _____
(It applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional): _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional): _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 10%; height: 20px;"> </td><td style="width: 10%;"> </td></tr> </table>										
OR										
Employer identification number										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 10%; height: 20px;"> </td><td style="width: 10%;"> </td></tr> </table>										

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-I (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Specifications
Purchase of Tricaster
Nicholls State University
Thibodaux, LA
Page 1 of 3

Bid Item 1 – Newtek Tricaster 8000 Educational/Reg, or equal, that consists of the Tricaster 8000 no. FG-000038-R001 and the control surface, No. FG-000394-R001

Specifications:

FG-000038-R001 Tricaster 8000 Speciation (Part of bid item 1)

- Switcher Channels: 24 – 10 external, 6 internal, 8 M/E buses
- Video Input:
 - 8 simultaneous live video sources, in any combination of supported connection types, resolutions and frame rates (including PsF selections): HD-SDI, HD Component, SD-SDI, SD Component, Y/C or Composite connections
 - Input capacity expandable via third-party video routers, including brands supporting Grass Valley® NativeProtocol, AJA® KUMO and Blackmagic Design® Video Hub
- Network Sources: 2 live inputs via Gigabit connection, selectable from any networked computers via included NewTek iVGA client application; wireless Apple® AirPlay® devices; TriCaster; 3Play; USB video sources; video over IP sources; RTMP or RTSP streams; HTTP streaming video sources; and third-party partner solutions
- Robotic Camera Support: Access up to 8 live Pan-Tilt-Zoom (PTZ) robotic cameras via standard serial and network protocols, with preset system and user interface control over camera orientation, zoom, focus and iris
- Media: 5 integrated digital media players (2 DDRs, 2 GFX and Sound) + 15 network-shareable buffers
- Buffers: 10 animation buffers and 5 still & title buffers to store and playback video, animations, titles and graphics
- Mix/Effect Buses (M/E): 8 freely configurable M/E channels with re-entry for video mixing, compositing, effects, real-time motion tracking and virtual sets, each with 4 independent Key layers and support for TransWarp effects
- Macros: Record configurations and operation sequences to various control methods for recall and automation, with built-in macro editor
- DSKs: 4 primary DSK channels, plus 4 additional Key layers per M/E bus, each with independent transition controls, 3D DVE, edge feathering, scaling, cropping and integrated TransWarp effects
- Effects and Transitions: Integrated TransWarp effects engine on all effects channels supports standard transitions, customizable animation store transitions with audio, and overlay effects; Animation Store Creator for custom animations
- Virtual Sets: 30+ HD live virtual sets supporting up to 4 switchable live sources, with presets, multiple camera angles, real-time reflections, and animated pan, zoom and pedestal moves
- Holographic Live Virtual Sets: Support for custom virtual environments generated from panoramic smartphone, camera or DSLR images (VSE 2.5 required)
- Video Output:
 - Configurable for up to 14 output connections, with support for key output and per-connection signal settings
 - 3 x SDI
 - 3 x Analog (configurable for Component or Y/C + Composite)
 - HDMI output
 - 2 x VGA (VGA and VGA over HDMI) for additional displays or projectors
 - Network output for live streaming
 - A/V output to network-connected TriCaster over local network

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Bid Item 1 – Tricaster Specification Continued

- Recording: Multi-track, multi-format recording of up to 8 simultaneous channels via IsoCorder™ technology, including native recording in up to 1080p with timecode and encoding format selectable per source: QuickTime® (XDCAM HD compatible, 4:2:2 encoding, 24-bit audio), MPEG-2 (high or normal profile), AVI (SpeedHQ), and H.264 (high or Web quality)
- Media Publishing: Supports direct content upload to YouTube™, Facebook, Twitter™, FTP, local or external volumes, and network servers
- Live Streaming: HD live streaming with simultaneous archive, presets in up to 720p, and support for most common streaming profiles and custom multi-bitrate streaming profiles, including RTMP streaming using H.264 (ex. Adobe® Flash® Media Server), Microsoft® WindowsMedia® Push/Pull, and browser-based streaming applications, with Ustream® and Livestream® native integrated support
- Audio Inputs:
 - 8 SDI Embedded
 - 8 AES3/EBU
 - 8 x 2 Balanced XLR (Mic/Line)
 - Phantom Power Support
- Audio Outputs:
 - 3 SDI Embedded
 - 2 AES3/EBU
 - 4 Balanced XLR
 - 4 Balanced XLR (AUX)
 - 1 Stereo 1/4" (phones)
- Audio Mixing: Integrated multi-channel audio mixer for internal and external audio sources, outputs, stream and headphones, with 4 fully independent stereo output mixes, companion iPad® audio mixing app and support for Avid® Artist Mix audio control surface
- Supported Session Formats:
 - NTSC model: 1080/30p, 1080/24p, 1080/60i, 720/60p, 720/30p, 720/24p, 480/60i
 - Multi-Standard model: NTSC 1080/30p, 1080/24p, 1080/60i, 720/60p, 720/30p, 720/24p, 480/60i; NTSC-J 1080/30p, 1080/24p, 1080/60i, 720/60p, 720/30p, 720/24p, 480/60i; PAL 1080/25p, 1080/24p, 1080/50i, 720/50p, 720/25p, 720/24p, 576/25i
- Playback Media Formats: AVI, DV, DVCPro, DVCProHD, FLV, F4V, H.263, H.264, MOV, MKV, MJPEG, MPEG (1, 2, all profiles, program or transport streams), MP4, WMV, WebM, PSD, PNG, TGA, BMP, JPEG, EXR, RAW, TIF, AIFF, MP3, WAV, and more, with Import Media application for batch import with optional transcoding of files (including Apple ProRes)
- Monitoring: DVI monitor outputs for user interface and multiview preview displays, with selectable layouts and dual-monitor display combinations via Workspaces control panel, freely configurable viewports and overlays
- Signal Monitoring: Integrated Waveform and Vectorscope, full field rate with digital calibration, color preview and support for ITU-R Rec. 601 and 709
- Mirroring: Redundant operation and synchronized control supported between TriCaster 8000 systems connected to the same local network
- MIDI Control: Support for standard MIDI protocol enabling third-party MIDI device control of TriCaster operations via macros
- System Physical: 4U Rack Mount, with 550W redundant, removable power supply and multi-tiered hardware and software fail-safe; includes TriCaster 8000 hardware control surface

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FG-000394-R001 Newtek Tricaster Controller Specification (Part of bid item 1)

- Layout mapped directly to the TriCaster 8000 interface for maximum interaction, including operation of the main switcher, all 8 M/E rows and TransWarp effects
- Practical lighting and backlighting of controls and control groups for heightened visibility of control surface activity under any environmental lighting conditions
- Variable lighting integrated into T-Bars for precision, at-a-glance status and progress of effects, zooms, and transitions
- Instant triggering of complex operation sequences, with support for user-configurable macros
- Seamless, simultaneous changeover of multiple production elements with versatile, multi-select delegate controls
- State-of-the-art design that speaks to operators and executives alike

Bid Item 2 – Newtek Tricaster Advanced Edition for TC8000/REG, or equal, No. NETCAET8000

- Expands switching capabilities
- Real-Time Data Driven Graphics
- Advanced Graphics Layering
- Dante Network Integration
- Expanded Automatic Operations
- Enhanced User Interface
- Live-Stream to Multiple Sites

Bid Item 3 – Newtek Livetext 2.5 W/Datalink 3 Technology/Reg, or equal, NELT25F

- Remote tilting system
- Dedicated HD Graphics Operation
- Send Graphics to any Tricaster System
- Still/Scroll/Crawl Pages
- Lower Thirds
- Integrated DataLink 3.0 Application
- Real-Time Data with instant updates
- Add scores/times/prices/countdowns
- Vector Based Drawing Tools
- Variety of Text options

Bid Item 4 – PTZOPTICS Complete virtual set pack/Reg

The **Complete Virtual Set Pack** from **PTZOptics** is ideal for use in sales presentations, live streaming, professional recordings, promotional and marketing videos, sports updates, and more. This pack consists of three Banking/Finance, three Broadcast/Sports, three Educational, four House of Worship, and three Sales & Marketing ready-made virtual sets, for a total of 16 sets.

- Can be used for live broadcasts, professional recordings, and financial updates
- Three ready-made virtual sets: Finance Desk, Finance Podium Angled, and Finance Podium provided
- Multiple foreground and background elements for customized use (layered PSD for TriCaster Virtual Set Editor)
- Files intended for use with vMix, WireCast or NewTek TriCaster (w/ NewTek Virtual Set Editor)
Can be used for live streaming to YouTube Live, UStream, TikiLive, DaCast, StreamSpot and more...
- Allows drag and drop integration. Just add the green screen.
- High Definition - 1920 x 1080 resolution to provide zoom in capabilities

Bid Item 5 – Class-on-Demand Training: Newtek Tricaster Studio/Reg

- **Complete Training for TriCaster Studio** DVD-ROM

Bid Item 6 – Newtek Protek Care for TC8000 (1 Yr Renewal Reg) NEPCTC80001Y

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BID ITEM 1. Newtek Tricaster 8000 Educational/Reg, or equal, that consists of the Tricaster 8000 no. FG-000038-R001 and the control surface, No. FG-000394-R001

1 EACH @ \$ _____ EA

BID ITEM 2. Bid Item 2 – Newtek Tricaster Advanced Edition for TC8000/REG, or equal, No. NETCAET8000

1 EACH @ \$ _____ EA

BID ITEM 3. Bid Item 3 – Newtek Livetext 2.5 W/Datalink 3 Technology/Reg, or equal, NELT25F

1 EACH @ \$ _____ EA

BID ITEM 4. Bid Item 4 – PTZOPTICS Complete virtual set pack/Reg

1 EACH @ \$ _____ EA

BID ITEM 5. Class-on-Demand Training: Newtek Tricaster Studio/Reg

1 EACH @ \$ _____ EA

BID ITEM 6. Newtek Protek Care for TC8000 (1 Yr Renewal Reg) NEPCTC80001Y

1 EACH @ \$ _____ EA

TOTAL COST FOR ALL ITEMS – BID ITEMS 1 THROUGH 6 = \$ _____

THIS BIS WILL BE AWARDED ON AN ALL OR NONE BASIS DUE TO NEED FOR COMPATIBILITY AND TOTAL AND COMPLETE SET UP OF LAB

Pricing must include cost for delivery to Nicholls State University

Products referred to by number and company name are for descriptive purposes only, and are used to describe the standard of quality, performance, and characteristics desired, and is not intended to restrict competition. However, if the bidder uses an equivalent product, the bidder should furnish with their bid response, detailed documentation and/or specifications of their items to be used in the evaluation of their product.

BID SUBMITTED BY: _____ **NAME OF FIRM:** _____

TELEPHONE: _____ **EMAIL** _____

Acknowledgement of Addenda Issued _____, _____, _____

Bidder should acknowledge addenda issued for this solicitation. Failure to acknowledge addenda issued may be cause for bid not to be considered.