

STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA

A Member of the University of Louisiana System

INVITATION TO BID

FOR PRODUCTION OF THE UNIVERSITY COLLEGE YEARBOOK
"LE SOUVENIR"
FOR THE
OFFICE OF STUDENT PUBLICATIONS

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

DIRECTOR OF PURCHASING: Richard Humber
Telephone: (985) 549-2064

PROCUREMENT SPECIALIST: Jennifer F. LaVigne
Telephone: (985) 549-5414

REQUISITIONED BY: Lee E. Lind, Director of Student Publications
Telephone: (985) 549-3731

RELEASE DATE: November 15, 2016

DEADLINE FOR FAX INQUIRIES: November 29, 2016 Fax To: 985-549-3810
Jennifer LaVigne

RETURN DATE: December 8, 2016

BID OPENING TIME: 4:00 p.m., Central Time

DELIVERED LOCATION: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
North Oak Street Maintenance Complex
Hammond, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at:
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=42> is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

SOUTHEASTERN LOUISIANA UNIVERSITY

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned
Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ ARE YOU ELIGIBLE FOR PARTICIPATION?

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veterans Affairs or the Louisiana Department of Veterans Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous 3 tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ WHAT IS THE VETERAN INITIATIVE?

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the program are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>

➤ WHY IS CERTIFICATION IMPORTANT?

Certification is required for your participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed at https://smallbiz.louisianafoward.com/index_2.asp. For additional information regarding certification, please contact the LED at (225) 342-3000.

➤ WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffaris.la.gov

The State of Louisiana is committed to the success of this program and encourages your participation.

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO.: _____ FAX NUMBER: _____

ADDRESS: _____
MAILING CITY STATE ZIP

CONTRACT WORK: Furnish printing, binding and covers for the 2017 Le Souvenir 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 printing, binding, covers and delivery for the 2017 Le Souvenir 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 percent (10%) preference for products produced, manufactured or assembled in Louisiana? ____

If yes, LA location _____

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

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

BASE BID:

Cost for printing, binding, and delivery of 5,000 copies of Le Souvenir yearbook including;

- 288 pages; 9" x 12" trim size; 80lb. (118gsm) or heavier coated white enamel or matte paper;
- cover on 4.0mm (160pt.) or heavier cover board which includes either one standard graining operation and silk screening of one color ink on the best quality fabric base cover OR four-color printing (lithograph) on cover with glossy or matte finishes;
- 95lb. (140gsm) or heavier printed or color paper end sheets front and back;
- round back binding or square back binding;
- transportation, lodging, and meals for two persons for two-day inspection visit to plant during Le Souvenir press run with allowances to view all pages of book and cover during printing and/or viewing the pages and cover prior to pages being cut and bound with cover.

The entire book will be submitted to printer in PDF, Postscript, Adobe InDesign, or Quark Xpress formats on CD, DVD, or via FTP. Printer will not be required to perform any typesetting, scanning, cropping or layout.

A. BASE PRICE

A.1. BASE PRICE, if ALL PAGES FULL COLOR @ 5,000 Copies: \$ _____

A.2. BASE PRICE, if ALL PAGES B&W @ 5,000 Copies: \$ _____

BID RESPONSE FORM CONTINUED

OPTIONS: The below listed options are considered standard options. Numerous other options are possible and may vary from vendor to vendor. These options are not to be construed to limit the Le Souvenir yearbook in design or production. Any options to be included in the publication but not specifically contained within this bid must be agreed to in writing by the ITB Coordinator and the vendor in accordance with the requirements of this bid (see 2.17).

B. BASE OPTIONS

- B.1. **BASE PRICE** with 80 pages (10 flats) of full or four color, with remaining pages of book B&W, all other specifications the same as in Base Bid (see section A).
@ 5,000 Copies: \$ _____

C. ADDITIONAL OR FEWER BOOKS

- C.1. Additional cost per book for additional books over base _____ cost per book.
C.2. Less cost per book for fewer books than base _____ credit per book.

D. ADDITIONAL OR FEWER PAGES

- D.1. Cost for additional pages over base in groups of sixteen (16) pages _____ cost per signature.
D.2. Less cost for fewer pages than base in groups of sixteen (16) pages _____ credit per signature.

E. COLOR

- E.1. Cost for additional eight (8) pages of full color over base _____ cost per flat.
E.2. Cost for additional eight (8) pages of spot color over base _____ cost per flat.

F. COVER OPTIONS

- F.1. One additional color silkscreen on cover _____ cost for 5,000 books, front and back.
F.2. One additional standard graining operation on cover _____ cost for 5,000 books, front and back.
F.3. Overtone ink rub on grained or embossed covers _____ cost for 5,000 books, front and back.
F.4. Hot foil stamping on cover _____ cost for 5,000 books, front and back.
F.5. Embossing on cover _____ cost for 5,000 books, front and back.
F.6. Blind embossing on cover _____ cost for 5,000 books, front and back.
F.7. Debossing on cover _____ cost for 5,000 books.
F.8. Quarter binding (two lexitone/standard fabrics) on cover _____ cost for 5,000 books, front and back.
F.9. Cost to include head and tail bands in cover binding _____ cost for 5,000 books.

BID RESPONSE FORM CONTINUED

G. ENDSHEET OPTIONS

- G.1. Different endsheets printed front and back _____ cost for 5,000 books.
- G.2. Full-color on endsheets _____ cost for 5,000 books, front and back.
- G.3. Spot color on endsheets _____ cost for 5,000 books, front and back.
- G.4. Cut-out Die Design on front endsheet _____ cost for 5,000 books, front and back.
- G.5. Foil embossing on front endsheet; printed back endsheet _____ cost for 5,000 books.
- G.6. Blind embossing on front endsheet; printed back endsheet _____ cost for 5,000 books.

H. OTHER OPTIONS

- H.1. Cost increase *OR* reduction for landscape (12" x 9") binding on book _____ cost/credit for 5,000 books.
- H.2. Reduction in cost from base for 8-1/2" x 11" book size _____ credit for 5,000 books.
- H.3. Four-page (4) Tip-in _____ cost for 5,000 books.
- H.4. Vellum sheet (onion skin) inside cover _____ cost for 5,000 books.
 - H.4.1. One silkscreen (one applied color) to vellum sheet _____ cost for 5,000 books.
 - H.4.2. Foil embossing on vellum sheet _____ cost for 5,000 books.
 - H.4.3. Blind embossing on vellum sheet _____ cost for 5,000 books.
- H.5. Cut-out on first page of yearbook _____ cost for 5,000 books.
- H.6. Reduction in cost from base for substituting 70-pound paper instead of 80-pound paper for pages _____ credit for 5,000 books.
- H.7. In-plant artwork consultation _____ cost per hour.
- H.8. Shrink-wrap packaging _____ cost for 12 books.
- H.9. UV coating on cover _____ cost for 5,000 books.
- H.10. UV coating on pages in groups of 16 pages _____ cost per signature.
- H.11. Full color dust jackets, folded and placed on books _____ cost for 5,000 books.
- H.12. Slip cases for books in choice of standard colors with printing _____ cost for 100 books.

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 (*) or __ a certified check or __ 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 (10%) 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 Southeastern Louisiana University may be submitted in lieu of a bond.

PERFORMANCE BOND - 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 Louisiana licensed surety or insurance company that shall be used to furnish the required bonding if selected the successful Bidder. See below (*).

Name of Surety: _____
(Not the Agent Company)

Surety's Address: _____

Surety's Telephone No.: _____

Agent Company: _____ Telephone No: _____

- (*) The successful Bidder shall furnish a performance 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 surety or insurance company furnishing the performance 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 (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. If a performance bond has been required, the requirement cannot be waived, unless otherwise allowed by Louisiana statutes.

BID RESPONSE FORM CONTINUED

BIDDER'S REPRESENTATIVE

Reference Section 1.15.0:

Representative's Name: _____

Home Address: _____

City/State/Zip: _____

Home Telephone: _____

REPRESENTATIVE'S RESUME & YEARBOOK SAMPLES

Reference Section 1.16.0 & 1.17.0:

Bidders a should submit a detailed resume of the representative's job experience, and should submit three (3) samples of 9" x 12" books or equivalent that have been printed in the same facility anticipated to produce the Southeastern Louisiana University Le Souvenir student yearbook.

MECHANICAL REQUIREMENTS – Reference Section 3.2.0

PRESSWORK - Reference Section 3.4.0:

List the number of presses installed and operational in plant Reference Section 3.4.3: _____

BINDERY - Reference Section 3.6.0:

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

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

List the number of rounding and backing machines in plant: _____
(Hand rounding 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: _____

BID RESPONSE SUBMITTED BY:

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

TITLE: _____ DATE: _____

INSTRUCTIONS TO BIDDERS

1.1.0 PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and criteria of Southeastern Louisiana University / SLU / University. The contents of this ITB and the Bidder's / Vendor's / Contractor's Bid Response Form shall become contractual obligations if a contract ensues. Any resulting contract shall be governed under the laws of the State of Louisiana.

1.2.0 GOVERNING BID REGULATIONS

All bids shall be subject to Louisiana Revised Statutes 39:1551-1755, Louisiana Executive Order No. JBE16-55 and the Louisiana Purchasing Rules & Regulations. All of these documents are made a part of this ITB by reference. These documents may be reviewed in the SLU Purchasing Department or in the Linus A. Sims Memorial Library on the SLU campus during regular business hours.

1.3.0 BID RESPONSE FORMAT

All bids shall be submitted on, unless otherwise specified, the Bid Response Forms 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 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 Southeastern Louisiana University.

1.4.0 CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the bid shall be explained or noted over the signature of the Bidder. Failure to do so may result in rejection of the bid without further consideration.

1.5.0 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. The Bidder shall be responsible for duplicating and retaining any Bid Response Forms and responses for personal record.

1.6.0 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.

1.7.0 SEALED BID

The entire bid shall be sealed. All bids should be submitted in the special bid envelope furnished for that purpose. Bids submitted in other than the special bid envelope may not be considered. The name and address of the Bidder should appear on the outside of the bid envelope. In the event the bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

1.8.0 BIDS BINDING

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

1.9.0 BID OPENING

1.9.1 Bids shall be opened and read aloud on the specified time and date. All bids shall become a matter of public record at that time. Each Bidder is solely responsible for the timely delivery of their bid by the bid-opening deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

1.9.2 Bids may be withdrawn by the Bidder upon written request prior to the designated time for opening of bids. Withdrawal notification must be by original signature and received by the SLU Purchasing Department prior to the designated time for opening of bids.

1.10.0 DELIVERY OF BIDS

1.10.1 The address for mailing bids: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

1.10.2 For hand delivered bids: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
2400 North Oak Street
Hammond, Louisiana

1.11.0 BIDDER INQUIRIES

1.11.1 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 are discouraged.

1.11.2 Inquiries concerning the administrative bid requirements of the ITB shall be submitted in writing to the Procurement Specialist. Inquiries concerning the specification requirements specified in the ITB shall be submitted in writing to the ITB Coordinator with a copy sent to the Procurement Specialist.

1.11.3 Inquiries shall be in writing, signed in original ink, and received no later than seventy-two (72) hours prior to the designated bid opening time. 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.

1.11.4 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.

1.12.0 TAXES

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

1.13.0 BID PRICES

Bid prices shall include transportation and handling prepaid by the Bidder to F.O.B. Southeastern Louisiana University, Receiving Station, North Oak Street, Hammond, 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 SLU. 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.

1.14.0 LOUISIANA PREFERENCE

A ten percent (10%) 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.

1.15.0 BIDDER'S REPRESENTATIVE

The Bidder should provide the name, home address and home telephone number of the Bidder's representative who will be working with the yearbook in their bid response.

1.16.0 REPRESENTATIVE'S RESUME

The Bidder should provide a detailed background resume of the representative's job experience, education and recognition in the production of student yearbooks in their bid response.

1.17.0 YEARBOOK SAMPLES

The Bidder should submit three (3) samples of 9" x 12" books or equivalent that have been printed in the same facility anticipated to produce the Southeastern Le Souvenir student yearbook with their bid response. All samples must be of equal or similar quality to that called for in the ITB including paper quality and weight and cover characteristics. 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. Southeastern 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.

1.18.0 VISITATION OF PLANT OR PLACE OF BUSINESS

The Bidder shall include in his bid price the necessary lodging, transportation and meals for at least a two (2) day visit by two (2) SLU publications staff members to observe the Bidder's production facilities and assist in the production of the Le Souvenir yearbook. This visit should be made during the Le Souvenir press run with allowances to view all pages of the book and cover during printing and/or viewing the pages and cover prior to pages being cut and bound with cover. 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.

1.19.0 BID AWARD

The lowest responsible and responsive bid shall be determined by lowest Base Price. See Base Bid A.

STANDARD TERMS AND CONDITIONS

2.1.0 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.

2.2.0 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.

2.3.0 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.

2.4.0 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.

2.5.0 BID GUARANTY

2.5.1 When specified elsewhere in the solicitation (see Bid Response Form), a bid bond, cashier's check, or certified check, made payable to Southeastern Louisiana University, for the amount specified, must accompany the bid response.

2.5.2 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.

2.5.3 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.

2.6.0 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.

2.7.0 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.

2.8.0 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.

2.9.0 COPYRIGHTS AND PATENTS

The Contractor shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or 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.

2.10.0 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.

2.11.0 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.

2.12.0 EXTENSION OF CONTRACT AGREEMENT

The University reserves the right to extend the contract agreement for two (2) additional one (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.

2.13.0 FORCE MAJEURE

The Contractor shall promptly notify, in writing, the ITB Coordinator 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.

2.14.0 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.

2.15.0 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.

2.16.0 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.

2.17.0 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.

2.18.0 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 Southeastern Louisiana University, Purchasing Department, SLU 10800, Hammond, LA 70402. 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.

2.19.0 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. The invoices shall be correct and detailed as necessary. If the stated contract work completed is to the mutual satisfaction of the ITB Coordinator, 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 ITB Coordinator. All payments are to be processed through the University Controller's Office by mail.

2.20.0 PERFORMANCE GUARANTY

2.20.1 When specified elsewhere in the solicitation (bid response form), the successful Bidder shall furnish a Performance Bond in accordance with requirements outlined within ten (10) calendar days of official written notice (Notification of Intent to Award). Performance Bond shall be made payable to Southeastern Louisiana University in the amount specified. If the contract is extended, then the performance bond may be required to be renewed for each successive contract term in force.

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

2.21.0 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.

2.22.0 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.

2.23.0 QUALIFICATION OF BIDDER

SLU 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 SLU 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.

2.24.0 REJECTION OF BIDS

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

2.25.0 SPECIFICATIONS

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics to meet SLU 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.

2.26.0 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.

2.27.0 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.

2.28.0 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.

YEARBOOK SPECIFICATIONS

3.1.0 GENERAL

3.1.1 Bids are for the offset, sheet fed, web press, or digital printing of a 9" x 12" yearbook (unless otherwise noted, see H) for the scholastic year 2016-2017 known as the 2017 Le Souvenir, with a contract extension provision for the 2018 and 2019 Le Souvenir.

3.1.2 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 is deemed to be interested.

3.1.3 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.

3.1.4 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 exactly 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 this 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 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 until the damage done by him shall be ascertained.

3.1.5 Each bidder must be prepared to do all the makeup, presswork, and binding in his 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.

3.1.6 The vendor shall provide advisory services to the Le Souvenir staff. The representative must be a full-time employee of the vendor. He/she shall work with the Le Souvenir staff in the preparation and execution of a full size dummy of the publication. The vendor's representative shall be responsible for providing the Le Souvenir staff with all the necessary requirements needed for PDF, PostScript, Adobe InDesign or Quark Xpress file creation. The vendor's representative shall make trips to the University at times requested. He or she will be prepared to spend as much time as required with the Le Souvenir staff on these visits as needed.

3.1.7 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.

3.2.0 MECHANICAL REQUIREMENTS

The mechanical requirements consist of presswork equipment, and binding equipment (see section 3.6.0) The University reserves the right to inspect the plant before awarding bid.

3.3.0 TYPOGRAPHY

The typography must be first class in every respect. All typefaces must be sharp and clean. Vendor must be able to accept postscript, true-type, Open Type, and/or embedded fonts or typefaces, and EPS, JPEG, and/or TIFF images in PDF, Adobe InDesign, or Quark Xpress files format. All pages sent to vendor will be typeset by Le Souvenir staff.

3.4.0 PRESSWORK

3.4.1 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 do not measure up to first class workmanship, then the University will have the right to reject any form that is 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.

3.4.2 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.

3.4.3 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 Le Souvenir as defined herein, the bidder must have installed and in operation in his plant at the time the bid is submitted an adequate number of presses of sufficient size to permit the printing of a signature of sixteen (16) pages at a time. **The vendor should list the number of presses installed in the plant that meet specifications for printing of the Le Souvenir in their bid response.**

3.5.0 NEGATIVES AND PLATEMAKING

3.5.1 If used, negatives and plates must be of the highest quality. All negatives must be made on highest quality contact screen, 150 lines per inch minimum, 200 lines per inch preferred.

3.5.2 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.

3.5.3 Production methods 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.

3.5.4 The University considers its requirements as essential for fine halftone reproduction and reserves the right to require that the bidder to whom the contract may be awarded shall ship all plates and/or negatives and/or color separations that are used in the reproduction of the Le Souvenir to the University, at the vendor's expense, as evidence of having complied with the above specifications.

3.5.5 Any four-color process to be reproduced in Le Souvenir must be individually evaluated and color corrected during the separation process. Each submitted image must be individually corrected. No images are to be ganged for separation using an averaging technique to determine color balance.

3.6.0 BINDERY

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 the bidder's own plant. The books are to be Smythe sewn in sixteen (16) page signatures utilizing industry standard nylon thread. The spine of the book must be reinforced with board and/or stretch cloth. Binding is to be round backed (or other option, see F). The following equipment is considered to be a minimum for proper production:

- **Two folding machines, with feeds adequate to handle the sheet size specified.**
- **One cutting machine or trimmer adequate to handle the sheet size specified.**
- **One rounding and backing machine (hand rounding and backing clamps will not be acceptable).**
- **One casing-in machine sufficiently large to process a 9" x 12" sewed book.**

3.7.0 TYPESETTING, LAYOUT, MAKEUP AND PROOFS

3.7.1 The staff of Le Souvenir will complete all typesetting of the book. The staff of Le Souvenir will also complete all layout and design of the book. The vendor will not be required to complete any typesetting or layout unless requested to do so by the staff of Le Souvenir during the proofing process. The vendor will only make changes to copy, images or layout as specifically instructed by the staff of Le Souvenir. The vendor shall examine for defects all work with due care before sending proofs to Le Souvenir 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 errors caused by the vendor, 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 ITB Coordinator, as to the amount and cost of any such revisions.

3.7.2 Deadlines for copy, photographs, artwork, layout, materials and files to reach the vendor shall be agreed to in writing at the beginning of the school year by the ITB Coordinator and vendor. **Note: The Le Souvenir is a Fall delivery book, and the final deadline is usually set for June or July with delivery usually in September or October.**

3.7.3 The vendor must submit one set of page proofs within thirty (30) calendar days of receipt of each shipment of copy, photographs, artwork, layout, materials and files. 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, in the exact positions they will appear on the finished pages. Color matched proofs may be requested as deemed necessary by Le Souvenir staff.

3.7.4 The vendor must supply the Le Souvenir staff with an actual printed and complete version of the book's cover and endsheets prior to the book being assembled, within thirty (30) calendar days of the cover's and endsheet's printing.

3.7.5 The vendor must supply the Le Souvenir staff with a final set of proofs of each page in sequence, with all body type, display type, and artwork, in the exact positions they will appear on the finished pages prior to printing.

3.8.0 PRODUCTION SCHEDULE, PRESSWORK AND BINDING

3.8.1 The books are to be printed, bound, packed and ready for delivery within thirty (30) days, legal holidays excluded, after receipt of final corrected proofs approved by the ITB Coordinator and editor of the Le Souvenir. 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 ITB Coordinator. If the University has not met the page deadline established by the vendor's representative and the ITB Coordinator, then the vendor may delay delivery of the yearbooks one day for each day such copy deadlines are not met. Any deviation from this

production schedule must be agreed to in writing by the ITB coordinator and the vendor at the beginning of the school year (see 3.7.2). Deviation from or changes to the above production schedule by the vendor without the approval of the ITB Coordinator shall constitute a breach of contract (see 2.6.0).

3.8.2 The vendor agrees to furnish the necessary ink and the materials specified herein, and to print and bind the book. The size of the trimmed paper is to be 9" x 12" (or selected options, see H). The printed sheets are to be folded, gathered, and "Smythe" type sewed with industry standard nylon thread in sixteen (16) 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 F and H). 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.

3.8.3 The inside paper stock shall be a minimum of 80-pound coated white enamel or matte paper (or selected option, see H) in such sizes to accommodate bleed pages.

3.8.4 The covers shall be furnished by the vendor. Cover boards shall be a minimum of 160-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 materials for the covers are four-page (4) endsheets, which are to be glued securely, front and back, to the inside cover cases. Endsheets shall be a minimum of 95-pound weight material or heavier to the ream.

3.9.0 ADDITIONAL CONSIDERATIONS

3.9.1 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 Le Souvenir from making subsequent changes or additions to the publication after the agreement by both parties has been signed. Such alterations to be mutually agreed upon by the ITB Coordinator 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.

3.9.2 The following vendor errors are considered major and will constitute a reprinting of the entire yearbook press run:

- If the majority of books display missing, blank or duplicate pages.
- If the majority of books display incorrect reproduction of color or spot color on the cover or on the pages of the book.
- If the majority of books display improperly registered photographs or pages.
- If the majority of books display printing pages not approved as the final version of the book.
- If the majority of books display altering of pages or content not approved by Southeastern.
- If the majority of books display pages printed out of order.
- If the majority of books display trimming, folding or binding errors that cause part or all of text or photos to be missing.
- If the majority of books display improper mounting of covers.
- If the majority of books display improper printing or substitution of typefaces.
- If the majority of books display foreign material including dirt, dust, spots or smudges on photos or text.

3.9.3 If one or more of the above conditions exist and vendor refuses to or is unable to reprint entire press run of irregular books within thirty (30) days, the ITB Coordinator reserves the right to have books reprinted at another facility at the vendor's expense.

3.9.4 Owing to manufacturing fluctuations, a variation of not more than one percent (1%) 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 copies (see C.1).

3.9.5 Any irregular books received by the University and deemed unsuitable by the ITB Coordinator, shall be deducted at the rate quoted for extra copies (see C.1). The ITB Coordinator shall keep these books as a record of their unsuitability.

3.9.6 The University will assume responsibility for unloading the yearbooks at a mutually agreed upon time and location. All proofs, files submitted, yearbook materials, photographs, and artwork must be returned to the Le Souvenir staff on or before the delivery of the yearbooks.