

INVITATION TO BID	BID DUE DATE AND TIME:
UNIVERSITY OF LOUISIANA AT LAFAYETTE	Thursday, June 11, 2020 2:00PM
<p>SOLICITATION No. 21010</p> <p>See page 8 for <u>MANDATORY</u> bid requirements.</p>	<p>SUBMIT BID TO:* University of Louisiana at Lafayette Office of Purchasing PO Box 40197 Lafayette, LA 70504-0197 or submit bid electronically: ULLafayetteBids@louisiana.edu</p> <p>BUYER OF RECORD: Roxanne J. Formeller BUYER PHONE: (337) 482-2955 BUYER EMAIL: bids@louisiana.edu</p> <p>ISSUE DATE: Friday, May 29, 2020</p>
TITLE: PRINTING OF L'ACADIEN YEARBOOK (RENEWABLE CONTRACT)	

General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid documents. The Purchasing Office is not responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is advised that courier services such as UPS, FedEx and DHL may be unable to deliver to our physical location, as the building may be closed to the public and/or unstaffed. Bidder retains sole responsibility for ensuring its courier service provider makes inside deliveries to our physical location if this method of delivery is chosen.
2. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
3. If submitted by mail, the bid must be submitted in a sealed envelope/package **with the Solicitation No. on the outside of the SEALED envelope/package**. To ensure the integrity of the bid process, if the bid is submitted by mail or delivered via courier, do not use the envelope provided by the courier as your "sealed bid" envelope. Instead, place your *properly-labeled sealed* envelope inside the USPS envelope.
4. If bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.
8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

SOLICITATION NO. 21010 (Req. No. R1609804)

BID DUE DATE AND TIME: Thursday, June 11, 2020 2:00 PM CT

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

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

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Submit Bid To" address no later than the due date and time specified herein. Sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date. Sealed bids cannot be accepted by fax. Price alterations and addenda to bids may be submitted by fax, and will be considered provided Bidder's sealed bid, price alterations and addenda have been received in the UL Lafayette Office of Purchasing prior to bid submission deadline. Late bids cannot be accepted per L.A.C. 34.I.517, and shall be returned unopened.

Bidders may submit bids by mail by sending to the mailing address listed in the "Submit Bid To" address listed on page 1 of this solicitation. Bidders may also submit electronically to ULLafayetteBids@louisiana.edu. If bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center. When the Purchasing Office is staffed and Martin Hall is open to the public, Bidders may deliver bids by hand or by a courier service to University of Louisiana at Lafayette, Purchasing Office, (Martin Hall Room 123), 104 East University Circle, Lafayette, LA 70503. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. Bid Forms

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

3. Interpretation of Solicitation/Bidder Inquiries

If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Buyer-of-Record at the email address and/or fax number shown on page 1 of this solicitation. Written inquiries must be received in the UL Lafayette Office of Purchasing no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

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

4. Bid Opening

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

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the UL Lafayette Office of Purchasing in writing not later than seven

days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

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

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

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

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications five (5) days prior to bid opening. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

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

10. Taxes

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

11. Terms and Conditions

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

12. Vendor Forms/ UL Lafayette Signature Authority

The terms and conditions of the UL Lafayette solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. Departments are expressly prohibited from signing any vendor forms.

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

13. Awards

Award will be made to the lowest responsible and responsive Bidder. UL Lafayette reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

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

14. Acceptance of Bid

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

15. Applicable Law

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

16. Awarded Products/Unauthorized Substitutions

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

17. Testing/Rejected Goods

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

18. Delivery

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

19. Default of Vendor

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

20. Vendor Invoices

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

21. Delinquent Payment Penalties

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

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

23. Contract Cancellation/Termination

UL Lafayette has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

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

24. Prohibited Contractual Arrangements

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

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

26. Mutual Indemnification

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

27. Certification of No Suspension or Debarment

By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

28. Substitution of Personnel

If applicable, the University intends to include in any contract resulting from this ITB the following condition:

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

29. Insurance Requirements

Please note attached insurance requirements section included in these bid specifications.

If applicable to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the University of Louisiana at Lafayette as an additional insured on all liability policies.

30. Nonperformance

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

31. Official University Recognized Holidays

The following is a list of officially recognized University Holidays:

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

32. No Smoking Campus

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

33. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude UL Lafayette from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

34. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to UL Lafayette Office of Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

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

35. Term of Contract

The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months.

Based upon mutual agreement between the University and the successful Bidder, this contract may be extended for four (4) additional twelve (12) month periods under the same terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

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

36. Notification of Fund Appropriation

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

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

37. Number of Bid Response Copies

Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bids submitted electronically shall be printed and stamped "ORIGINAL" by the Purchasing Office for the record. Bidders may be required to mail in the original documents upon award.

38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

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

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

MANDATORY BID REQUIREMENTS

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

1. CERTIFICATION STATEMENT

The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must contain an ORIGINAL signature** and should be in **blue ink**.

2. BID FORM

The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, with the blank space(s), filled in for each and every item. The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities shown.

3. BID SECURITY

Each bidder **MUST** accompany his/her proposal with a bid security for five percent (5%) of the total maximum (annual) amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and **SHALL** be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US 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 AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide. See Section Three.

4. PRODUCT SAMPLES

Each bidder is to submit two (2) samples with their bid as described in Section Four of this solicitation.

5. FACILITY/FACILITIES BROCHURE

Illustrative brochures with complete description of the facility, including location **MUST** be submitted with the bid... See Section Four.

6. CONTRACTOR QUALIFICATIONS

Each Bidder must include an explanation of the qualifications explained in Section Eleven C for both the Field Representative and in-plant Account Representative/Executive.

DETAILED SPECIFICATIONS

The purpose of this solicitation is to establish a contract to furnish labor, materials, permits, supplies, etc. necessary for the typography, printing and binding of a yearbook publication herein after designated as L'Acadien for the University of Louisiana at Lafayette, Lafayette, Louisiana upon award through June 30, 2021, with the option to renew for up to four (4) additional twelve-month periods.

2020-21 L'Acadien Yearbook - University of Louisiana at Lafayette

Section One – SCOPE OF WORK, SPECIFICATIONS, INSTRUCTIONS, AND CONDITIONS

Proposal is for the edition of the scholastic year of 2020-21.

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for **FOUR (4)** additional twelve (12) month periods. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

Each additional year of the contract following the first year will require approval of both parties. The contract price for all following years as specified in this proposal will be negotiated but ***under no circumstance will a yearly increase exceed an amount greater than two per cent (2%) of the base bid as determined by the price of the previous year.***

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature.

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

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

Bids are to be filled out on the forms furnished for this purpose or exact copies thereof, and must be filled out legibly with ink or typewriter and SIGNED IN BLUE INK. If any corrections are necessary, bidder must initial each one. Failure to comply with these requirements may cause your bid to be disqualified, and in case of any difference the quotation on the original shall be accepted. The University cannot accept bids or alterations by wire, fax or phone. Unit prices are to be quoted complete and shipping shall not be charged. All orders shall be FOB Destination - University of Louisiana at Lafayette, Lafayette, Louisiana. All prices are firm. The University is a tax exempt State Agency. Conditional bids will not be considered.

The University of Louisiana at Lafayette reserves the right to reject any or all bids submitted.

Section Two – BID DEADLINE

Sealed bids subject to the conditions herein stated will be received by the Purchasing Office per bid submission instructions outlined in this document until **June 11, 2020 at 2:00 PM** and read according to the enclosed schedule.

Section Three - BID SECURITY/PERFORMANCE BOND

Each bidder MUST accompany his/her proposal with a BID SECURITY for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and may be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check, conditioned upon

faithful performance of the contract, if awarded, and of any duties devolving upon the Contractor by law. If the bid is rejected, any check or money order submitted shall be returned immediately to the bidder, and any bond submitted shall be immediately voided. The amount of the bid security shall be five percent (5%) of his/her quotation for the year 2020-21 edition only, for all labor, services and materials for 5,000 copies of 352 pages.

The University of Louisiana at Lafayette reserves the right to require the successful bidder to furnish good and solvent **performance bond** of not less than one-half of the amount of his/her bid for the faithful performance of his/her duties. Should the bidder fail to furnish **performance bond** within ten (10) working days after notice from the University that the work has been awarded to him/her or should the bidder to whom the work is awarded fail to execute the contract, his/her check, money order or bid bond shall be forfeited to the University as liquidated damages, and the bidder shall cease to have any right to or in the contract. The University may then proceed to award the contract to one of the other bidders or to re-advertise for bids, at the option of the University.

Section Four – Samples required

Each bidder must submit a total of two (2) samples of recent University yearbooks delivered in 2019. Each sample is to be from a different four (4) year college and all samples must be of yearbooks similar to the kind and size specified in this proposal and the entire production of which was done in the bidder's own plant.

Where a vendor has multiple plants, all work must be done in one plant and cannot be transferred from one plant to another. All samples submitted must have been produced in the plant where the book will be printed. No sub-contracting. The successful bidder must perform in his own facility, all of the necessary plate making and press work and binding. The end sheets, pages, cover case and cover must be manufactured in the plant of the successful bidder. A toll-free number, e-mail address, physical location and detailed equipment list housed in the printing facility must be available to the Vice President of Student Affairs, Director of Student Publications, Editor and staff. Brochures of the printing facility to be included.

Section Five – BID ACCEPTANCE

The acceptance of any bid submitted shall create a valid contract between UL Lafayette and the Printer who has submitted the bid and to whom the contract has been awarded. The specifications, prices quoted, terms of payment, time of delivery and other conditions set forth in the proposal shall constitute an integral part of such contract.

Any contract thus made does not compel the University to publish the yearbook or to spend any specified sum, and if the book is not published, and no materials ordered, or mechanical work performed, there is no financial obligation incurred on the part of the University of Louisiana at Lafayette.

If the book is abandoned after production has begun, the Printer is to be paid only for the materials ordered and actual work produced at that date, and any materials ordered shall become the property of the University to be disposed of as it sees fit.

Section Six – CANCELLATION OF BID

The University of Louisiana at Lafayette reserves the right to cancel any contract resulting from this proposal at any time upon non-performance on the part of the Printer, or failure to comply exactly with the production schedule 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 Printer shall not be released from any liability he/she may have incurred by reason of a breach of this agreement, or any of the terms thereof, or from reimbursement to the University for any loss of expense occasioned thereby. The

University shall withhold authorization of payment to the Printer for all work done by him/her until the damages done by him/her shall be ascertained.

Section Seven – TERMS OF PAYMENT

For the satisfactory completion of the work performed by any Printer to whom the contract may have been awarded under the bid proposal, the University of Louisiana at Lafayette agrees to pay for the cost of the publication within thirty (30) days after completion of the entire work covered by such contract.

Section Eight – BILLING/INVOICING

All billing shall be in accordance with instructions from the University of Louisiana at Lafayette Purchasing office. Additional work or outside purchases are not authorized. Any charges over and above the total bid price will not be honored by the L'Acadien or the University Purchasing Office and will be the liability of the Printer and that cost absorbed by the Printer.

Section Nine – MECHANICAL REQUIREMENTS

The mechanical requirements consist of computer work, presswork and binding. A deficiency in equipment below the minimum requirements specified below will be cause for rejection of any bid proposal. Printer must have proprietary software to produce L'Acadien.

Section Ten – PRINTER REQUIREMENTS

Printer must have computer programs for word processing and layout **designed specifically for yearbooks; Adobe Creative Cloud, must be available.** The Printer must offer total flexibility in design of layouts and allow Editor to submit pages on DVDs or upload to the Internet to interface directly with Printer's digitizing and pagination system. Fully paginated proofs with digitized picture areas and actual font size and leading of type in location must be shipped to customer within fourteen (14) days of Printer's receipt of DVDs. Printer must be able to supply both the hardware and the software as a total package. This package is to remain the property of the University after the contract period expires.

Section Eleven – PRESSWORK

- A. The book is to be printed by OFFSET LITHOGRAPHY.
- B. The presswork must meet the best standards of fine halftone printing. In general, the pages are to be printed in forms of eight (8) pages. Cuts indicated for bleeding must be bled properly without trimming the book undersize and the paper stock must be large enough to accommodate bleeds on all pages, on all sides of the page. All color work must register perfectly. The University reserves the right to refuse payment for any and all books that do not meet the standards and specifications set forth in this proposal.
- C. Offset camera work, plate making and presswork must be of the highest standard and the following methods of manufacture must be rigidly observed; photographs and other art may be submitted in digitized form or actual size. The yearbook will be submitted via use of Publisher provided InDesign plug-in. Submission will be electronic, PDF or Source Files per University choice. The printer shall provide consultation services by a highly trained and knowledgeable specialist. The representative must be a full-time employee of the printer. Written qualifications of the representative must be provided with bid. Representation will include knowledgeable Field Representative as well as in-plant Account Executive. The Field Representative must demonstrate to all staff complete literacy of Adobe InDesign/Photoshop and be prepared to interact positively and answer all staff questions. Training sessions must be held at no cost to the University.

Section Twelve – BINDERY

The bidder must be equipped to do all the bindery work, including the folding, gathering, sewing, forwarding, and finishing in his/her own plant. Folding machines, with automatic feeders to handle a sheet size 25 to 38 inches or larger, Smythe type sewing machines with straight needles sufficiently to sew folded signatures of 9 ½ x 12 ½ inches or larger or one (1) automatic Smythe type sewing machine with equivalent or greater capacity; completely automatic paper cutter or three knife trimmers; automatic rounding and backing machine (hand rounding and backing by clamps will not be acceptable); casing-in machine sufficiently large enough to process a 9 x 12 inch sewed book, and standing press with sufficient brass bound boards for books the size of L'Acadien yearbook. Square backing will not be accepted.

Section Thirteen – PREPRODUCTION INSPECTION

In case of doubt as to any bidder having equipment which meets the necessary minimum requirements stipulated in this bid proposal, the University of Louisiana at Lafayette reserves the right to send a representative to personally inspect the plant of such bidder before awarding any contract.

Section Fourteen – PRODUCTION SCHEDULE — TYPESETTING, MAKEUP

- A. If in the opinion of the University, proofs contain excessive errors for revision and are not caused by University personnel, the delay occasioned thereby is to be counted as time consumed by the Printer. Ten (10) days, exclusive of Saturdays, Sundays and school holidays will be allowed for the Editor to read and check proofs. This time will not alter the delivery date. There will be no additional cost to the University for corrections.
- B. Approximate deadlines will be established in negotiations each year. In order to have sufficient time for careful make-ready and press run, the printer must have installed and in operation in his plant at the time his bid is submitted a minimum of two (2) 8-color presses capable of printing a 25 by 38 inch sheet. This will allow the printing of eight pages at a time with enough excess to allow after trimming a page size of 9 inches wide by 12 inches deep.
- C. Within fifteen (15) calendar days after receipt of page materials, the Printer agrees to mail to the Editor, for all sections, a set of 4-color proofs. Printer will also make available online electronic page proofing system in addition to hard copy proof.
- D. While the Printer is expected to promptly submit 4-color proofs, in order to avoid any risk of errors in compilation and arrangement, the L'Acadien reserves the right to request a final set of proofs or equivalent complete in numerical sequence, before any presswork is done and the Printer shall not print any sections in advance without the written consent of the L'Acadien editor and Director of Student Publications.
- E. The books are to be printed, bound, packed and ready for delivery within forty (40) calendar days, a legal holiday excepted, after receipt of the final proofs approved by the Editor or approved with corrections by the Editor. Speed in presswork and binding is vital and if the completed books are not ready for shipment as defined above, the University reserves the right to deduct three percent (3%) from the contract price for each delay of one day or fraction thereof as liquidated damages; provided, however, that such delay is not occasioned by strikes, fires and breakdown in machinery, and other conditions beyond the control of the Printer, and provided further, that evidence of such conditions must be presented to the satisfaction of the University of Louisiana at Lafayette.

Regardless, it is understood that if a delay on the part of the Printer makes it necessary to mail any copies to the home addresses of the subscribers, the Printer shall bear, in addition to the liquidated damages defined above, all cost of mailing including wrapping, cartons and postage.

Section Fifteen – MATERIALS REQUIREMENTS

- A. The Printer agrees to furnish the necessary ink and the materials specified below, to print and bind the book; the size of the trimmed paper is to be 9 x 12 or an approximate size that is agreeable to the staff and the Printer provides an overall trimmed area of one hundred six (106) square inches. Each completed book shall be carefully inspected for blemishes and no imperfect books are to be delivered. The books are to be packed carefully. All shipments shall be insured to cover damages that may occur during shipment. Shipping shall be F.O.B. prepaid by printer by motor freight or by a carrier acceptable to the University.
- B. The inside paper stock shall be quality coated stock, minimum 100 lb., Champion's Javelin Offset Enamel or equivalent. *Bidder must indicate brand name and weight of paper equivalent.*
- C. The cover case shall be of Fabrikoid or lithicoat material with one four (4) color processed silkscreen color, and the case is to be made of 160 point binder's board and must fit the book properly. Two, 18 x 12 inch end sheets will be considered as part of the cover case. The base price for the cover shall include a minimum of a two (2) color, silk screen cover. The end sheets shall be of sixty-five (65) pound material to the ream of a 20-inch by 25-inch sheet, color to be selected. End sheets may be printed with one color ink, same design front and back, at no additional charge.

Section Sixteen – FIRM PRICING

There will be no additional cost incurred for the University of Louisiana at Lafayette other than what is quoted in the bid price.

Section Seventeen – WRITTEN AGREEMENT

It is understood that there are no verbal agreements or conditions attached to this proposal. Any alterations, deletions, or additions to the specifications contained herein, may be done so only with the written approval of the University Vice President for Student Affairs and Director of Student Publications.

Section Eighteen – ADHERENCE TO SPECIFICATIONS

In order to assure an equality of opportunity to all bidders, it will be necessary for the University of Louisiana at Lafayette to require strict adherence to all regulations promulgated in these specifications. This specifically includes, among others, the requirements affecting submission of bonds or of certified checks or money orders in proper order at time of submission of bids, of completeness of quotations, submission of samples, and of the time for submission of bids. Any bidder who does not comply with all of the requirements should expect that his/her bid will be rejected without further consideration.

In preparing these specifications, the University of Louisiana at Lafayette has endeavored to explain and classify all categories in such a manner that bids may be made intelligently and with equal fairness to the University and to all bidders.

Section Nineteen – BID AWARD

Bids will be properly examined and the contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements set forth in the Proposal for Furnishing.

The University reserves the right to reject any or all bids submitted and to readvertise if, in their opinion, the interest of the students and the University will be promoted thereby; and, in determining the lowest responsive and responsible bidder, the University reserves the right to differentiate in favor of such bid or to waive any informalities as they may deem most favorable to the interest of the students and University.

IMPORTANT NOTES:

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

The University reserves the right to monitor the service and results and to terminate the contract ten (10) days after written notice if services are deemed unsatisfactory by the University.

PRICES QUOTED ARE TO REMAIN FIRM THROUGH JUNE 30, 2021.

INSURANCE REQUIREMENTS *Revised February 2019*

(for contractors doing business with the University of Louisiana at Lafayette)

I. Purpose and Scope

The purpose of this document is to ensure that third parties doing business with the University are adequately insured for the risk and liability associated with the goods, services, and/or work they provide to the University. This document sets forth the insurance language to be included in the bid and/or contract specifications when hiring contractors, vendors, or service providers to provide goods, perform services, and/or perform work for the University (“Contractors”). This document also sets forth the insurance language that should be included in all University contracts with Contractors (“Contracts”). This document applies to all Contracts to which the University is a party, including the individual departments and units of the University.

II. General Insurance Requirements

Except as expressly provided below with regard to Reduced Limits for Special Circumstances, the following language shall be included in (1) all Contractor bid and contract specifications, and (2) all Contracts. Requests for other variations in this language must be reviewed by the University’s Risk Manager, who will make the final decision as to the language to be used. Please note that hazardous, unusual or exceptional activities, or a change in Contract indemnification provisions, may necessitate additional insurance; questions regarding the need for other coverage should be directed to the University’s Risk Manager.

Contractor shall purchase, at its own cost and expense, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract. Requests for any variation in this language will be reviewed by University’s Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Contractor shall be in compliance at all times with the Louisiana Workers’ Compensation Law with respect to workers’ compensation insurance or proper certification of self-insured status.

2. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance, including Personal and Advertising Injury Liability, which coverage shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of \$1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of \$1,000,000 per occurrence.

3. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this Contract)

Contractor shall maintain Automobile Liability Insurance, which coverage shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

B. Other Insurance Provisions

Contractor shall either (i) require each subcontractor and vendor to procure and maintain all applicable insurance of the type and limits specified in this section, or (ii) include all subcontractors as insureds under its policies.

Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Contractor's insurance. Contractor's coverage shall contain no special limitations on the scope of protection afforded to University. Contractor's insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers.

Except for workers' compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of Contractor's delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:

University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197
Lafayette, LA 70504

Certificates of Insurance shall reflect that, to the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against University, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for University.

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy.

Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University's acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract.

III. Additional Insurance Requirements for Special Contracts

In addition to the foregoing insurance requirements, language specifying the following insurance requirements shall be included in: (1.) all bid and contract specifications for professional services and (2.) all Contracts for professional services, where applicable:

A. Professional Liability, Errors and Omissions, and Malpractice Insurance

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000:

- Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
- Architects and Engineers;
- Attorneys;
- Accountants and Professional Financial Advisors;
- Real Estate Brokers and Appraisers;
- Insurance Agents; and
- Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

B. Cyber Liability Insurance

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber liability insurance, including first-party costs, shall be required with a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

IV. Reduced Limits for Special Circumstances

The scope of work for a bid or Contract may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities which may justify a reduction in insurance limits include, but are not limited to:

- Services in which the owner/operator is the only Contractor employee;
- Services that do not involve the use of a motor vehicle;
- Services in which there is no use of hazardous or radioactive materials;
- Services in which there is no use of power machinery or tools;
- Services in which there is no use of high voltage equipment; and
- Services in which no work is actually performed on the University campus.

For these special circumstances, University's Director of Purchasing, at his/her discretion, may choose to reduce the insurance required of Contractor. If insurance requirements are so reduced, the reduction(s) must comply with the following guidelines:

A. Workers Compensation

University may waive workers' compensation insurance requirements for sole proprietors if they are the only person(s) employed by Contractor in performing the work or services specified in the Contract.

If coverage is so waived, the Contract must include language that Contractor agrees that such persons will have no cause of action against, and will not assert a claim against, University, the Board, and/or the State of Louisiana, whether pursuant to the workers' compensation law of Louisiana or any other state, or other similar state or federal law, under any circumstance. The Contract must also include language that the parties agree that University, the Board, and the State of Louisiana, and all of their

agents and employees, shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, or employees. The Contract must further include language that the parties agree that Contractor is a wholly independent contractor and is exclusively responsible for its own employees, owners, and agents, and that Contractor agrees to protect, defend, indemnify and hold University, the Board, and the State of Louisiana, and all of their agents and employees, harmless from any assertion or claim that may arise from the performance of this Contract.

B. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, may be reduced to a minimum limit per occurrence of \$100,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. Automobile Liability

Automobile Liability Insurance requirements may be waived *only if* the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

1. Goods and/or services that will be delivered to University by a third party (not Contractor); and
2. Goods and/or services that will be delivered to University electronically.

D. Required Insurance Language

Notwithstanding any reduction or waiver made pursuant to this section, all bid/contract specifications and all Contracts must include the language set forth in the General Insurance Requirements section, above, subject to modification only for the specific reduction or waiver made.

END OF SECTION

BID SHEET

I/We propose to furnish all labor, materials, equipment, transportation, etc. necessary for the printing and binding of 5,000 full four (4) color copies WITH COVER of the 2020-21 University of Louisiana at Lafayette Yearbook Publication consisting of three hundred fifty two (352) pages using 100 LB. ENAMEL FINISH PAPER in strict accordance with the conditions and specifications of bid proposal, beginning Fall of 2020 and with the option to renew up to four (4) additional 12-month periods, for the sum of...

\$ _____.

Inside paper shall be: _____ (Brand) _____ (Weight)

OPTIONAL...

- A. In the event the University would REDUCE the number of pages in the book in increments of 8-page signature, Printer would REDUCE the bid by the sum of: \$ _____.
- B. In the event the University would INCREASE the number of pages in the book in increments of 8-page signature, Printer would INCREASE the bid by the sum of: \$ _____.
- C. In the event the University would REDUCE the number of books (in increments of 100 books) printed, Printer would REDUCE the bid by the sum of: \$ _____.
- D. In the event the University would INCREASE the number of books (in increments of 100 books) printed, Printer would INCREASE the bid by the sum of: \$ _____.
- E. In the event the University would ADD foil material to the COVER of the yearbook, Printer would INCREASE the bid by the sum of: \$ _____.
- F. In the event the University would ADD debossing effect to the COVER of the yearbook, Printer would INCREASE the bid by the sum of: \$ _____.
- G. In the event the University would ADD embossing effect to the COVER of the yearbook, Printer would INCREASE the bid by the sum of: \$ _____.
- H. In the event the University would ADD UV coating effect to the COVER of the yearbook, Printer would INCREASE the bid by the sum of: \$ _____.
- I. In the event the University would ADD foil material to the ENDSHEET of the yearbook, Printer would INCREASE the bid by the sum of: \$ _____.
- J. In the event the University would ADD an additional silkscreened color the ENDSHEET of the yearbook, Printer would INCREASE the bid by the sum of: \$ _____.

NOTE: The University may require Printer to submit sample of paper for inspection of quality prior to awarding bid. Failure to supply sample within time specified may be cause for rejection of bid.

BID OPENING:

The public bid opening will take place on Friday, June 12, 2020 at 10:00AM on Zoom, which is available for viewing by registering at https://zoom.us/meeting/register/tJYlcuyvqDguGtI4GdA_3dZAYR76WxEqvbHa.

Acceptance of bid as responsive means it meets or exceeds **mandatory requirements on page 8** of this solicitation.

Payment terms: NET 30

BID AWARD: The University reserves the right to award proposal on an individual item basis, a combination of items basis, or as a total package to one vendor, whichever is in the best interest of the University. Quantities are approximate and are not guaranteed by the University. The University reserves the right to increase or reduce quantity as needed if in the best interest of the University.

Based upon mutual agreement between the University and the successful Bidder, this contract may be extended for four (4) additional twelve (12) month periods under the same terms (with agreed-upon commodity based pricing adjustment allowance). Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

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

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

In offering this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

FIRM NAME _____

SIGNED BY (signature) _____

SIGNED BY (printed) _____

TITLE _____

ADDRESS _____

TELEPHONE NO. _____

FAX NO. _____

DATE _____

CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

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

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Professional Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____
(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____

