

INVITATION TO BID		BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		09/15/2020	11:00 AM
SOLICITATION RFQ-0000001239 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>		RETURN BID TO FAX #: 225-578-2292 Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Nicole Covarrubias Buyer Phone Buyer Email ncovarrubias1@lsu.edu Issue Date 08/20/2020	
TITLE: REBID: PRINTING: THE REVEILLE NEWSPAPER - TERM CONTRACT			
To Be Completed By Supplier			
1. _____ "No Bid" (sign and return this page only). 2. _____ My Company does not wish to receive future solicitations for this spend category. 3. Specify your Delivery: To be made within _____ days after receipt of order. 4. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto.			
General Instructions to Suppliers			
1. Quotations for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing LSU Campus Procurement Office at the "Return Bid To" address stated above, until the specified due date and time. 2. Read the entire solicitation, including all terms, conditions and specifications. 3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier. 4. Bid prices shall include all delivery charges paid by the supplier, F.O.B. LSU Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. 5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. 6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.			
SUPPLIER NAME	MAILING ADDRESS		
AUTHORIZED SIGNATURE	CITY, STATE ZIP		
PRINTED NAME	PHONE #		
TITLE	FAX #		
E-MAIL	FEDERAL TAX ID #		

SOLICITATION RFQ-000001239

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Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

1. Supplier Enrollment

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

2. Bid Forms

Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bid submissions should not be spiral bound.

3. Interpretation of Solicitation/Supplier Inquiries

If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the fax number shown above. No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office. LSU shall not be responsible for any other interpretations or assumptions made by supplier.

4. Bid Addenda

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

5. Standards of Quality

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

6. New Products / Warranty

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

7. Descriptive Information

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

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8. Bids / Prices / F.O.B. Point / Taxes

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

9. Applicable Law

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

10. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.

11. Supplier Forms/LSU Signature Authority

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

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

12. Awards

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

13. Acceptance of Bid

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

14. Awarded Products

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Any defect in any product may cause its rejection.

15. Delivery/Default of Supplier

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

16. Supplier Invoices

Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

17. Assignment of Contract/Contract Proceeds

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

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18. Right to Piggyback

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

19. Contract Cancellation

LSU has the right to cancel any contract for cause, in accordance with procurement rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the supplier; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.

20. 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.

21. Equal Employment Opportunity Compliance

By submitting and signing this bid, supplier agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor.

22. 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.

23. Right to Audit

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

24. Diverse Supplier

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

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

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

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

25. Data Privacy

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

26. Certification of No Suspension or Debarment

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

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1. Due to the COVID-19 emergency, LSU Procurement Services is suspending in-person attendance at public bid openings conducted by LSU Procurement Services.

The LSU campus is closed to non-essential personnel making the receipt of physical bids impossible. Therefore, bids must be submitted electronically to LSU Procurement Services until further notice.

Bids must be emailed to lsubids@lsu.edu (***This email address should be used for bid submissions only***). When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email.

If you have submitted a bid through USPS, FedEx, UPS or another mail carrier, it is your responsibility to send an additional copy electronically. Neither the physical bids nor late bids will be accepted.

Any supplier who would like to view the opening of this bid can access the following link: <https://lsu.zoom.us/meeting/register/u5Yoc-mpjwic3qMBbUv2mGXg3EyfFeWww>.

The link will be live at 11:00 AM CST on the date of bid opening and will provide live audio and video access to this bid opening. Bid opening will begin at 11:10 AM CST to allow for all attendees to get logged in and signed in.

2. All art, color separations, film, negatives, tapes, floppy disks, special plates, dies, etc, created by the vendor to produce this job are to become the unconditional property of the University. Successful vendor is to forward all such items to the department upon completion of this job, unless otherwise arranged.

3. Quality of Workmanship and Stock: All articles furnished and work done must be of a first class quality. The use of poor type, poor press work or the use of a different color of ink from that ordered, inferior binding, inferior quality or mismatched paper stock, a lesser grade of paper than that ordered, or any other discrepancies will be sufficient cause for the rejection of the work and for refusal of payment until the contract controversy is resolved.

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

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

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

7. Nonperformance: Supplier is required to perform in strict accordance with all contract specifications, terms, and conditions. Supplier 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 supplier nonperformance is deemed severe, LSU reserves the right at its sole discretion suspend supplier and cancel the contract with a ten day written notice. Contract cancellations due to nonperformance may be cause to deem supplier non-responsible in future solicitations.

8. If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, successful bidder shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College shall be named as an additional insured on all liability policies.

ANNUAL PRINTING CONTRACT SPECIFICATIONS

The Reveille Student Newspaper for Louisiana State University

Scope of Contract

Louisiana State University intends to establish an annual contract with one Vendor for the printing and delivery of *The Reveille*, LSU's student newspaper published by the Office of Student Media in accordance with all specifications, terms and conditions included herein.

This scope of contract includes not only the *printing* and delivery to LSU in Baton Rouge of *The Reveille* by the Vendor, but also provides for Vendor inserting advertising and promotional supplements, affixing adhesive label advertising to front pages, delivery of the bundled product to a specified campus site, and the printing and delivery of occasional special sections.

The Reveille currently is published in a tabloid format on 30-pound newsprint. Student Media will entertain proposals for lighter-weight newsprint. It reserves the right to switch to broadsheet format.

Occasionally, *The Reveille* will publish a special edition on 35- to 37-pound bright stock in its regular tabloid format.

The Office of Student Media also will publish quarterfold special sections. Quarterfold special sections will be printed on 35- to 37-pound bright stock for all inside signatures and will have an outer signature of four pages printed on 70-pound gloss stock as a cover. Quarterfold special sections will be stitched and trimmed when requested by the Office of Student Media.

Tabloid Printing Specifications

Quantities: Between 5,000 and 7,000 per publication day, as called for by Office of Student Media, during the fall and spring semesters. During the summer session, the press run generally will be 3,000.

Page Size: All Vendors must bid 11-3/8" by 15" or larger.

Paper Stock: 27.7-pound newsprint or higher. Four-color on every page.

File Formats: PDF, InDesign, Creative Cloud.

Transmission: Pages will be digitally transmitted from Reveille newsroom to printing site. Vendor must have a primary and backup transmission process and be able to accept PDF files.

Deadlines: Reveille will send final plate by 11 p.m. the day before publication day. Vendor must have printed, inserted and bundled newspapers to the designated campus drop site by 6 a.m. on each publication day.

Ink/Color: Each issue will have a minimum of eight pages of color. Vendor's bid must include eight pages of color in tight registration.

Fold: Vendor must be able to half fold.

Packaging: Newspapers must be strapped securely in bundles of 25 or 50, depending on size of paper, and piled neatly at the designated drop point.

Inserts: The Office of Student Media will provide publisher with inserts for inclusion into specified editions of *The Reveille*. Vendor must be able to insert a minimum of one insert in all Monday and Thursday editions of the paper, plus affix one adhesive label to Page 1, and still make the 6 a.m. delivery time.

Advertising labels: Vendor must be able to attach adhesive advertising labels to the front page of all Monday and Thursday editions of *The Reveille*, plus insert an insert, and still make the 6 a.m. delivery time. Vendor will provide label specifications to the Office of Student Media.

Special Edition Tabloid Printing Specifications

Quantities: Up to 15,000 to coincide with special events and publishing business opportunities, as called for by Office of Student Media.

Page Size: All Vendors must bid 11-3/8" by 15" or larger.

Paper Stock: 35- to 37-pound bright newsprint. Four-color on every page.

File Formats: PDF, InDesign, Creative Cloud.

Transmission: Pages will be digitally transmitted from Reveille newsroom to printing site. Vendor must have a primary and backup transmission process and be able to accept PDF files.

Deadlines: Reveille will send final plate by a deadline that the Office of Student Media agrees to when placing print order. Vendor must have printed, inserted and bundled newspapers to the designated campus drop site by the deadline agreed to in advance with the Office of Student Media.

Ink/Color: Each issue will have a minimum of eight pages of color. Vendor's bid must include eight pages of color in tight registration.

Fold: Vendor must be able to half fold.

Packaging: Newspapers must be strapped securely in bundles of 25 or 50, depending on size of paper, and piled neatly at the designated drop point.

Inserts: The Office of Student Media will provide publisher with inserts for inclusion *Reveille* special sections. Vendor must be able to insert a minimum of one insert in *Reveille* special editions, plus affix one adhesive label to Page 1, and still make the agreed-upon delivery time.

Advertising labels: Vendor must be able to attach adhesive advertising labels to the front page of *Reveille* special editions, plus insert one insert, and still make the agreed-upon delivery time. Vendor will provide label specifications to the Office of Student Media.

Special Section Magazine Format Specifications

Quantity: 5,000

Page size: 8-1/2 x 11 inches, saddle stitched with staple

Paper stock: four-page outer signature on #70 gloss; #35-37 bright for remainder of publication.

Four color on every page

Publishing Frequency

The Reveille is published twice a week, on Monday and Thursday, when the school is in session during the fall and spring semesters. Publications is reduced or suspended during university holiday weeks, as during Thanksgiving, fall and spring breaks, Christmas and Mardi Gras.

The Reveille is published once each week, on Monday, when the school is in session during the summer.

Publication does not occur during breaks between semesters.

Student Media will provide Vendor with a publication schedule at the beginning of fall, spring and summer sessions. Publication dates are subject to revision if LSU changes its schedule of classes or by mutual agreement of Student Media and the Vendor. Student Media reserves the right to reduce the number of editions with 30 days notice to the Vendor.

The Office of Student Media reserves the right to change publication frequency.

The Office of Student Media has scheduled six special sections in magazine format for the 2020-2021 year but reserves the right to increase or decrease the number to take advantage of business opportunities or to react to business needs. The Office of Student Media will give Vendor a calendar of all scheduled special sections and will give 30 days notice of any changes.

Editorial Control and Confidentiality

The Reveille editor has final say on the content of the newspaper. The Vendor shall not edit, amend or add to any material without the expressed consent of the editor. The Vendor agrees to keep confidential all newspaper content prior to publication and business dealings with Student Media. Failure to do so constitutes a breach of contract and is grounds for immediate cancellation.

Vendor Support

The Vendor is responsible for ensuring that Student Media equipment is compatible with the Vendor's. Further, the Vendor at its expense must keep up with software upgrades by Student Media. The Vendor will work closely with Student Media to ensure proper software calibration and to achieve high quality reproduction. Any Vendor visits to campus are at the Vendor's own expense.

Quality of Workmanship

The Vendor is responsible for printing and delivering a product meeting or exceeding quality standards found on leading daily newspapers. The Director of Student Media will be the final arbiter of such quality standards. The quality measurements will be taken of, but not limited to, paper, ink consistency and uniformity, reproduction of black-and-white photos, full-color photo registration and reproduction, legibility of advertising, page cutoffs and folds, adherence to specified deadlines, uniform folding and bundling, and stacking of newspapers at the drop site.

In the event such deformities or lack of quality workmanship is discovered, Vendor will be notified of the problems and warned that if there is not significant improvement in the noted deficiencies, the Director of Student Media may declare the contract breached. Further, should such poor workmanship, as determined by the director of Student Media, be such that a portion of the pages, or part of the press run, or the entire press run cannot be distributed or advertisers charged for their advertising, Student Media has the right to reject part or all of the issue and be offered billing reductions for advertising rendered ineffective. The advertising is figured on a cost of \$16.75 a column inch, plus color costs.

Quality Control

Upon request, Student Media will be provided with a number of copies taken from throughout a press run.

Color Registration

The Vendor shall make every effort to achieve the closest possible registration of four-color and spot-color pages and to discard papers that do not meet Student Media's standards for registration. In no case will inking be out of register more than 2 points in more than 5% of the press run as determined by a spot check of the delivered newspapers. Should Vendor be in violation of this provision, Student Media is entitled to credit for the color work as well as a proportionate amount of the base printing price.

Vendor Delivery

This bid requires the Vendor to deliver the printed product, in bundles of 25 to 50 papers, determined by the size of an individual newspaper or special section, to a single location on the LSU campus, as designated by the Director of Student Media, by 6 a.m. for further intra-campus distribution by the Office of Student Media. Failure to deliver by 6 a.m., unless tardiness is caused by an act of God or by *The Reveille* breaking its own deadlines, is considered tardiness. Since on-time delivery is critical in getting full effect for advertisers and efficient use of distributors (who, collectively, are paid \$100 an hour), late delivery will invoke deductions to the monthly printing bills as follows:

1st hour (or any part thereof) = \$75

2nd hour (or any part thereof) = \$150

3rd hour (or any part thereof) = \$225

Habitual tardiness will constitute a breach of contract.

Copyright and Ownership

LSU shall possess exclusive copyright to all content of *The Reveille* and shall retain ownership of all materials furnished to the Vendor and/or created by the Vendor to print and produce *The Reveille* and will be turned over to Student Media upon request. LSU is the owner of all rights, titles and interests in and to certain designations comprising designs, trade names, trademarks and service marks, as well as certain logo graphics and symbols which have come to be associated with Louisiana State University. The successful bidder is granted the right by LSU to utilize such protected marks, designs, trade names and graphics on a royalty free basis for the sole purpose of executing the deliverables under this contract. Vendor acknowledges this single-use provision, and further acknowledges that any other use of such licensed marks of LSU shall be considered an infringement of its federal and state registered trademarks.

Vendor Submittals

- A written description of your primary and backup transmission systems.
- A detailed list of and information about the printing and inserting equipment to be used in the performance of this contract, including speed and capacity of equipment. This data will be used for informational purposes only.

- The percent of Vendor’s bid that represents Vendor’s newsprint and ink costs.
- Three different product samples of four-color tabloid printing performed on the equipment that will be utilized for this bid and within the last year.

The above submittals should accompany your bid response. If not, they must be received within 3 working days of request. Failure to do so may classify your bid as non-responsive.

Method of Award

Award shall be made on an all-or-none basis. For evaluation purposes, the bidder’s quoted rates in the price sheet will be used to cost representative print jobs as shown in the Award Model. The award will be made to the overall lowest responsive and responsible bidder using the Award Model.

Contract Price Adjustments

All bid prices shall remain firm for the duration of the initial contract term. LSU may consider price adjustments at the time of any contract renewal and upon written request from the Vendor at least 60 days prior to the contract anniversary. No price adjustments shall be effective until approved in writing by LSU Purchasing and shall not apply to any work performed prior to approval. LSU reserves the right to accept the price adjustment or to re-solicit the contract. Any adjustment shall be limited to newsprint and ink. Request for adjustment must be accompanied by documentation deemed acceptable to Student Media and LSU Purchasing and may not exceed 3% per year.

Price adjustments will be based on the Producer Price Index (PPI) for Series ID #WPU091302 for “Newsprint” and #WPU06790919 for “Ink” as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. The base index shall be the unadjusted index published for the month and year in which this contract originates. Price adjustments shall be calculated using the simple percentage method (i.e. index at the time of adjustment divided by base index).

Example:

Index at the time of adjustment:	135.2
Divided by the base index:	130.5
Equals:	1.036 or 3.6%

Quoted price is \$100.00/m. Quoted percentage of price comprised of newsprint is 50% (or \$50.00/M). Price adjustment of 3.6% is authorized and applicable only to newsprint percentage as follows:

$\$50 \times 3.6\% = 1.80$
 Adjusted price = \$101.80/M

Number of pages -Tabloid	Price Per M 27.7# or greater 7000	+/- price per M 27.7# or greater in same run	Price Per M 30# 3000	+/- price per M 27.7# or greater in same run
8	\$	\$	\$	\$
12	\$	\$	\$	\$
16	\$	\$	\$	\$
20	\$	\$	\$	\$
24	\$	\$	\$	\$
28	\$	\$	\$	\$
32	\$	\$	\$	\$
36	\$	\$	\$	\$
40	\$	\$	\$	\$
44	\$	\$	\$	\$
48	\$	\$	\$	\$
52	\$	\$	\$	\$
56	\$	\$	\$	\$
60	\$	\$	\$	\$

Quote the percentage of your Per M price which is for newsprint: _____% ink _____%

Special Section

Number of pages –8 ½ x 11	5,000 Price Per M 35-37#bright	+/- price per M 35-37# in same run	5,000 Price Per M 70# Gloss Cover Sig	+/- price per M 70# gloss cover sig in same run
8	\$	\$	\$	\$
16	\$	\$	\$	\$
24	\$	\$	\$	\$
32	\$	\$	\$	\$
40	\$	\$	\$	\$
48	\$	\$	\$	\$

Quote the percentage of your Per M price which is for newsprint: _____% ink _____%

AWARD MODEL

Awards shall be made to overall lowest responsive and responsible bidder using the following sample job specs and models as calculated using the bidder's quoted prices in the "Price Sheet." Award model must be completed fully; bids for which the award model has not been fully completed will be disqualified.

Sample Job Specs

Job Model	# of Copies	8 pgs	12 pgs	16 pgs	20 pgs	24 pgs	48 pgs
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Regular Reveille: Tabloid 27.7# paper or greater (price includes 12 pages in 4 color)

Summer	3,000	\$ -	\$ -	\$ -			
	# of Days	x 8	x 2	x 1			
	Total	\$ -	\$ -	\$ -			
Fall and Spring	7,000	\$ -	\$ -	\$ -	\$ -	\$ -	
	# of Days	x 35	x 14	x 5		x 1	
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	

Special Edition Reveille: Tabloid 35-37# bright paper (price includes 8 pages in 4 color)

	7,000	\$ -	\$ -	\$ -	\$ -		
	# of Days	x 1	x 1	x 1		x 1	
	Total:	\$ -	\$ -	\$ -	\$ -	\$ -	

Quarterfold special sections: 48 page 8-1/2" x 11" w/ 4-page 70# gloss cover and 35-37# bright paper for remainder - all pages in color

	5,000					\$ -	
					# of	x 6	
					Total:	\$ -	

Additional Services Requirements (All at 7,000 print quantity)

- 1.) Each 4 additional pages in color _____ x 30 = _____
- 2.) Inserting CPM (Quantity: 7,000) _____ x 20 issues = _____
- 3.) Delivery each day to LSU _____ x 55 days
- 4.) CPM to apply Page 1 adhesive advertising label (Quantity: 7,000) _____ x10 issues = _____

Base Bid: Grand Total of All "Award Model" Jobs

Base Bid Total Price: \$ _____



Insurance Minimum Limits and Requirements for Standard Contractor/Vendor Agreements

INSURANCE

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires contractors/vendors to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements. Therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Contractor/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Contractor/vendor is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See *Verification of Coverage* section on how the University should be listed as an Additional Insured.

Waiver of Subrogation/Recovery

All insurances shall include a waiver of subrogation/recovery in favor of the University.

Primary Coverage and Limits of Insurance

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the contractor/vendor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Contractor/vendor's insurance and shall not contribute with it.

Subcontractors

Subcontractors of the Contractor/vendor shall be subject to all of the requirements stated herein. Contractor/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Contractor/vendor copies of subcontractors' certificates.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Contractor/vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Verification of Coverage

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State
University and Agricultural & Mechanical College
213 Thomas Boyd Hall
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Contractor/vendor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Insurance Minimum Limits and Requirements for Standard Supplier Agreements (no services to be performed)

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires contractors/vendors to procure the below insurance. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements; therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier is exempt from workers' compensation then the Supplier is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability policy.

Primary Coverage

For any claims related to an agreement/purchase order, the suppliers' insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the supplier's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.