INVIT	TATION TO BID	BID DUE DATE AND TIME							
LOUIS	O OF SUPERVISORS OF IANA STATE UNIVERSITY GRICULTURAL & MECHANICAL COLLEGE	11/07/2024 11:00 AM CT							
SUPI	CITATION RFQ-0000002375 PLIER # PLIER NAME AND ADDRESS	RETURN BID TO Email: lsubids@lsu.edu							
		Buyer Nicole Covarrubias Buyer Phone							
		Buyer Fnone Buyer Email ncovarrubias1@lsu.edu							
		Issue Date 10/17/2024							
TITLE	E: LSU AG CENTER MAGAZINE - TERM CONTR	RACT							
	To Be Co	ompleted 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, andsubmit no alterations/clarifications to our original bid.								
	submit superseding revisions/clarifications to our original bid as written herein or attached hereto.								
	General In	structions to Suppliers							
1.	Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement 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 are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified 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.								
SUPPLI	ER NAME	MAILING ADDRESS							
AUTHO	RIZED SIGNATURE	CITY, STATE ZIP							
PRINTE	D NAME	PHONE #							
TITLE		FAX#							
E-MAIL		FEDERAL TAX ID #							

# SPECIAL TERMS & CONDITIONS INVITATION TO BID Page 2 SOLICITATION RFQ-0000002375 DUE DATE 11/07/2024 DUE TIME 11:00:00 AM

#### Bid Submission Information

All bids must be submitted electronically to LSU Procurement Services. Bids must be received at the "Return Bid To" email address no later than the due date and time specified herein. Bids must be emailed to Isubids@Isu.edu (This email address should be used for bid submissions only). Any bids sent directly to the Buyer of record will not be forwarded to the "Return Bid To" email.

When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email. An original and redacted copy (if applicable) must be submitted electronically. Hard copies of bids will not be accepted; therefore, they will not be evaluated.

It is the responsibility of the Supplier to ensure the bid is received by LSU Procurement by the indicated due date and time. Any delays that may occur in transmission of the bid is the responsibility of the supplier. A bid will be considered late if it is not received at the "Return Bid To" email address by the indicated due date and time.

The maximum email attachment size accepted is 125 MB. It is the supplier's responsibility to ensure bid submission is sized such that it is successfully transmitted and received by LSU. If the bid response is too large to be emailed as one document, the bid must be sent as separate documents. Each submittal should be labeled. (Example – Bid Submittal 1 out of 3 for RFQ-000000XXXX - Title; Bid Submittal 2 out of 3 for RFQ-000000XXXX - Title, etc.). If any submittal is received late, LSU will not consider the late submittal(s). Only the submittal(s) received by the due date and time will be considered. Late bids will not be accepted per LAC 34:XIII.515.B.

#### 2. Bid Opening Information

Bid openings are held electronically. There are no in-person bid openings. To electronically attend the bid opening, use the below link to register in advance:

https://lsu.zoom.us/meeting/register/tJwvcuygqTltHtZZWmWrGBCjXxstyfiETx33

After registering, a confirmation email will be provided containing information about joining the bid opening.

No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. If an unforeseen circumstance beyond LSU's control prevents bid opening, the Bid will open at the next scheduled bid opening date.

- 3. 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.
- 4. Bid prices are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.
- 5. Use of LSU AgCenter Name and Indicia: LSU AgCenter is the owner of all rights, titles and interests in and to its logo. The supplier is granted the right by LSU AgCenter to utilize its logo on a royalty free basis for the sole purpose of executing the deliverables under this contract. Supplier acknowledges this single use provision, and further acknowledges that any other use of the LSU AgCenter logo shall be considered an infringement of its federal and state registered trademarks.

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These standard terms and conditions shall apply to all LSU 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 Suppliers 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 University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

# 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 <a href="mailto:suppliers@lsu.edu">suppliers@lsu.edu</a>. The supplier enrollment form can be located at: <a href="mailto:http://www.lsu.edu/administration/ofa/procurement/supplier\_registration.php">http://www.lsu.edu/administration/ofa/procurement/supplier\_registration.php</a>

# 2. Bid Delivery and Receipt

Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.

Supplier 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 and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier 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. Late bids cannot be accepted per LAC 34:XIII.515.B.

#### 3. 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. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.

#### 4. 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 address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.

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, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.

### 5. Bid Addenda

Bid Addendum 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 LSU Procurement 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, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.

#### 6. Bid Opening

Suppliers may attend the public bid opening of sealed bids. 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.

# 7. 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 Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

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# 8. 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.

# 9. 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 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.

Supplier 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 LSU harmless.

# 10. Descriptive Information

Suppliers 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. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

#### 11. Bids/Prices/F.O.B. Point

- 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.

#### 12. Taxes

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. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly accessed 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.

# 13. 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.

# 14. 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.

#### 15 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.

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.

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# 16. 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 or award letter. Bid tabulations may be requested after acceptance of bid.

# 17. Applicable Law

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

#### 18. Awarded Products/Unauthorized Substitutions

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. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.

# 19. Testing/Rejected Goods

Supplier 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. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.

#### Delivery

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

#### 21. Default of Supplier

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.

# 22. 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.

# 23. Delinquent Payment Penalties

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.

# 24. 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.

# 25. 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.

# 26. 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.

# 27. 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.

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# 28. Equal Employment Opportunity Compliance

By submitting and signing this bid, supplier 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. 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. Any act of discrimination committed by supplier, 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.

#### 29. 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.

# 30. 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 <a href="https://www.sam.gov">www.sam.gov</a>.

# 31. 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.

# 32. 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.

# 33. 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 <u>LSU Privacy Statement</u>.

# PRINTING AND FINISHING OF LOUISIANA AGRICULTURE MAGAZINE FALL 2024 TO SUMMER 2025 (VOL. 67, NO. 4 TO VOL. 68, NO.3) — Term Contract

# I. <u>General Terms</u>

# A. Scope of Work

Project consists of printing, mailing and delivery of four issues of Louisiana Agriculture Magazine Fall 2024 to Summer 2025 (Vol. 67, No. 4 to Vol. 68, No.3).

A minimum quantity of 9,500 magazines must be printed per issue, and the majority of those must be mailed within three weeks of receipt of files. The remainder of the magazines are to be shipped to the publication storeroom at Knapp Hall, LSU within three (3) days of printing. Exact quantities and page count will be given to the supplier during order placement. The LSU AgCenter will provide magazine files (via supplier's FTP or an emailed file download link).

Contract is to have an initial term of 12 months with 2 additional 12-month renewal options. Please see "LSU TERM CONTRACT – SPECIAL CONDITIONS" for more information.

### **B.** Prices

Supplier must provide prices on all quantities and specifications requested in **Attachment A – Bid Price sheet**. Bid figures must include sufficient overrun on all specified printing quantities to allow for spoilage plus 50 sample copies. Prices must be firm; no increases can be allowed for material, labor, or other cost variations experienced by the supplier.

# C. Payment

Invoices must be itemized in accordance with the categories established by these specifications and include all shipping and delivery expenses for completed materials.

# D. Subcontracting

All printing work under this contract is to be performed by the supplier in their own plant and may not be subcontracted except in an emergency situation. Bindery may be subcontracted, but the supplier remains responsible for satisfactory performance in both quality of work and scheduling.

# E. Quality of Services

All services and materials must be of excellent quality. This is to include, but is not limited to, the following:

- Plates must be properly burned to avoid loss of hairlines in type, extraneous specks or scratches, and unevenness in density of type and to provide proper contrast, detail, and consistency in halftone work.
- Pages must be straight and aligned at head of page.

 Paper must be clean and free of foreign material and must meet the specified basis weight, bulk, and opacity ratings.

• Presswork must be sharp and black at all times, with no slurring, and must be consistent from side to side and from signature to signature throughout each magazine.

• Colors must be consistent throughout the print run.

# F. Samples of Prior Work

If requested, bidder must submit three print samples of similar specifications to the magazine. These samples must have been printed in the same facility as proposed for the magazine. The samples must be submitted within 5 business days of request and are to be provided at the bidder's risk and expense. Samples may be returned by request at the bidder's expense.

Failure to submit appropriate samples may be cause for rejection of the bidder's response without further consideration.

# **G.** Deficiency of Work

Work failing to meet standards outlined in this solicitation shall be corrected or reprinted, without charge, upon determination by the LSU AgCenter that the work is defective. If defects requiring reprinting are found in samples received, the LSU AgCenter is to notify the supplier by telephone (to be confirmed in writing) of such defects within three (3) business days of receipt of samples.

If supplier is so notified of errors in printed materials, supplier must immediately begin the process of reprinting. Reprinting and delivery shall be completed within seven (7) business days after receipt of approval notification.

# **H. Price Adjustments**

Price changes for volatile catalog items may be submitted for review on an annual basis up to 4% or in accordance with the Producer Price Index (PPI) on a trailing 3 month basis, whichever is lower.

Price change requests shall be supported by evidence of increased costs to the Supplier. LSU will not approve price increases that will merely increase the gross profitability of the Supplier at the expense of LSU. Price change requests shall be a factor in the contract extension review process. LSU shall determine whether the requested price increase is in the best interest of the university.

**II.** <u>Printing Specifications</u> – OFFSET PRINTING ONLY, high-powered LED- or UV-cured ink offset presses preferred. **Web press and digital production will not be accepted.** 

**Quantity:** 4 issues annually

**Booklet:** Flat: 17" x 11"

**Finished**: 8.5" x 11"

Finished insides: 8.5" x 11"

<u>Pages</u>: To be determined at time of the order

**Color**: 4/4 CMYK throughout with full bleed

**Bindery:** Saddle stitch. Inkjet addresses for mailing.

Stock: Self Cover: Silk text 100#

# **Packaging:**

A large portion of the magazines will be mailed at the post office as bulk mail. Supplier shall carefully box overs so that magazines are not bent or damaged during shipping to Baton Rouge. Overs in boxes will be delivered or shipped to the LSU AgCenter. The overs must be clearly labeled "Louisiana Agriculture magazine" and must be packed in boxes with no more than 100 issues per box. Quantity per box is to be written on the outside of the box.

# III. <u>Proofs and Corrections:</u>

Flat proofs must be accompanied by a dummy proof (blue line) to show page flow. Supplier shall output and deliver to LSU first proofs no later than three (3) business days from receipt of file. LSU AgCenter will approve proofs within three (3) business days of receipt of the files.

If changes must be made to the first proofs, supplier shall output and deliver to LSU AgCenter a second proof of all text pages no later than two (2) business days from receipt of first low-resolution proof with changes. LSU will approve the proofs within two (2) business day of receipt.

Necessary Emendations: If LSU AgCenter requests emendations of any type, emendations will be made at no cost.

# IV. Mailing Services

Mailing services include, but are not limited to, the supplier performing deduping, NCOA corrections and CASS certification on the mailing list, ink jetting the corrected addresses on the mailing panel, sorting and bundling for the post office, and delivering to the post office.

# A. Data Security and FERPA

As an educational institution, LSU is bound by the Federal Educational Rights and Privacy Act (FERPA), which requires institutions to secure student data. As a partner with LSU, supplier shall keep data files on secure servers, in a secure location only, shall not disclose the nature or contents of mailing lists with anyone outside of supplier's production team, and shall destroy mailing lists as soon as mailing has been completed. LSU reserves the right to inspect supplier's facility without prior notice to ensure compliance with FERPA mandates.

# B. File Submission List Propagation and Cleansing

Supplier shall provide de-dupe services, NCOA processing, CASS processing, and returned mail for all mailing lists submitted by LSU in association with this contract. On request, supplier shall have capability of providing data propagation services to pull random sample sets from mailing files as specified.

Supplier must be able to provide sets within one (1) business day of receipt of mailing files. The supplier must provide the ability to download NCOA and ACS reports for the mailing lists provided by LSU.

# V. Mailing

These magazines are mailed via bulk mail on an LSU permit. Prior to all mailings, supplier must submit a postage statement to the project manager to confirm funds on the permit number. Mail must be delivered or drop-shipped to the Bluebonnet Branch of the USPS in Baton Rouge; the LSU indicia is not recognized at any other branch.

Booklet will mail magazine-style with no wafer seals.

LSU AgCenter is to pay postage.

# VI. <u>Delivery</u>

If required, supplier is responsible for ink jetting addresses onto the magazines from a list provided of no more than 11,000 recipients. The supplier will sort, prepare and deliver the magazines to the post office according to a list provided. The booklets are due to the post office **no later than seven (7) days from final printer's proof approval.** 

Supplier shall deliver the remainder to the publication storeroom at Room 191, Knapp Hall, 4068 Highland Road, Baton Rouge, LA 70803 at the intersection of Highland Road and South Stadium Drive on the LSU campus within three (3) days of printing. The supplier is responsible for all manpower needed to offload. No LSU staff will be available to assist.

To ensure an LSU staff member is available to receive the order, the successful bidder is to call ahead to schedule delivery. A loading dock is available. Delivery location details will be provided to the successful bidder.

# ATTACHMENT A – BID PRICE SHEET

All fields in this bid price sheet must be completed in order to consider bid responsive.

The bid shall be awarded all-or-none to the overall lowest responsible and responsive bidder, based on the total cost of the Award Model.

PAPER COMMITM  We are biddir		cified o	cover we	ight p	aper							
We are biddir					-							
We are biddir	ng on an <b>equ</b>	ivalent	<b>cover</b> st	ock ar	nd provid	ling 2 s	samples ii	n the s	specified	weight	t.	
We are biddir	ng on an <b>equ</b> i	ivalent	text sto	ck and	d providir	ng 2 sa	mples in	the sp	ecified w	eight.		
Paper choice					•	_			<del></del>	J		
		Louisiana Agriculture Magazine										
	9,500	Unit costs	10,000	Unit costs	10,500	Unit costs	11,000	Unit costs	11,500	Unit costs		
32 pages												
36 pages												
40 pages												
44 pages												
Mailing services												
*In the event of a price	e discrepancy i	n the tak	le above	and the	Award M	odel, th	l ne table ab	ove sha	ll prevail.			<u> </u>
<u>Delivery</u> Price per box of 10	0 to be delive	ered to	Room 1	91, Kn	app Hall,	, 4068	Highland	Road,		-	_A 7080 ea	
PRESS SPECIFICATI Please specify if yo		raditior	nal offset	t press	ses or LEI	D- or U	اV-cured ہ	oresse	s:			_
<b>DEADLINE COMMI</b> Please specify the I		ou can i	eceive f	iles in	order to	make	the dead	line:				_

# **Award Model**

# Issue 1:

PART I: PRINTING AND FINISHING OF Louisiana Agriculture magaz	ine.		
Bid price must include all supplier costs related to printing a	nd		
finishing Louisiana Agriculture magazine.			
Magazine: Price for printing/finishing of <b>10,400</b> copies of 36 pages, 4/4 = CMYK (Fall 2024, Vol. 67, No. 4)	\$	each	\$ total
PART II: MAILING SERVICES: Price to inkjet and Mail			
10,000 copies of the magazine:	\$	each	\$ total
DART III. DELIVERY. Dries to deliver 500 conies to Known Holl on the	a I CI I sam	nus ¢	
PART III: DELIVERY: Price to deliver 500 copies to Knapp Hall on the	e LSO Cam	pus.	 <del></del>
TOTAL PRICE OF ORDER (PART I, II and III)		\$	 
Issue 2:			
<u> 1330E 2.</u>			
PART I: PRINTING AND FINISHING OF Louisiana Agriculture magaz Bid price must include all supplier costs related to printing a finishing Louisiana Agriculture magazine.			
<b>Magazine:</b> Price for printing/finishing of <b>10,400</b> copies of 40 pages, 4/4 = CMYK (Winter 2025, Vol. 68, No. 1)	\$	each	\$ total
PART II: MAILING SERVICES: Price to inkjet and mail 10,000 copies of the magazine:	\$	each	\$ total
PART III: DELIVERY: Price to deliver 500 copies to Knapp Hall on the	e LSU cam	pus. \$_	 
TOTAL PRICE OF ORDER (PART I, II and III)		\$_	 
Issue 3:			
PART I: PRINTING AND FINISHING OF Louisiana Agriculture magaz Bid price must include all supplier costs related to printing a finishing Louisiana Agriculture magazine.			
Magazine: Price for printing/finishing of 10,400 copies			
of 40 pages, 4/4 = CMYK (Spring 2025, Vol. 68, No. 2)	\$	each	\$ total

PART II: MAILING SERVICES: Price to inkjet and mail 10,000 copies of the magazine:	\$	_each	\$ total
PART III: DELIVERY: Price to deliver 500 copies to Knapp Hall on the I	_SU campus.	\$	 
TOTAL PRICE OF ORDER (PART I, II and III)		\$	 
Issue 4:			
PART I: PRINTING AND FINISHING OF Louisiana Agriculture magazin Bid price must include all supplier costs related to printing an finishing Louisiana Agriculture magazine.			
<b>Magazine:</b> Price for printing/finishing of <b>10,400</b> copies of 40 pages, 4/4 = CMYK (Summer 2025, Vol. 68, No. 3)	\$	_each	\$ total
PART II: MAILING SERVICES: Price to inkjet and mail 10,000 copies of the magazine:	\$	_each	\$ total
PART III: DELIVERY: Price to deliver to Knapp Hall on the LSU campus	i <b>.</b>	\$	 

TOTAL PRICE OF ORDER (PART I, II and III)

#### LSU TERM CONTRACT - SPECIAL CONDITIONS

These special conditions shall apply to LSU Term Contracts, in addition to all Standard Terms and Conditions.

A "Term Contract" is defined as an agreement with a Vendor to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Such pricing agreements are commonly referred to as standing agreements, open end contracts, and requirements contracts. Purchase/release orders issued against term contracts serve as the Vendor's authorization to ship goods and/or provide services.

1. Scope of Contract This solicitation is issu-		tract for the specified goods and/or services for the period beginn , in accordance with all specifications, terms, and condition	
		t period specified above. Award delays beyond the anticipated cont e specified contract period.	ract
month periods, or exter	d acceptance by the Vendor	, this contract may be renewed for additional ereof, at the same prices, terms and conditions of the original cont months.	ract

#### 4. Estimated Quantities

Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs; where usage is not available, a quantity of one (1) indicates a lack of history on this item. Vendors are cautioned that regardless of the quantity shown in the solicitation, LSU shall not be obligated under the contract to purchase any specific or minimum amount. Vendor must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

#### 5. Firm Pricing

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

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

#### 6. Insurance Requirements

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, Vendor 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 & Mechanical College shall be named as an additional insured on all liability policies.

#### 7. Vendor Parking on the LSU Campus - Permits & Gate Passes

Vendors and contractors needing access to reserved, gated "C" parking lots or to controlled access streets in the center of campus for logistics in performing business with LSU, must apply for gate passes through the LSU Office of Parking, Traffic and Transportation (PTT). Visit the LSU/PTT website at <a href="https://www.lsu.edu/parking">www.lsu.edu/parking</a> and the "Permits" webpage for details.

Vendor requests are considered and granted by PTT, subject to an annual fee and qualifying criteria. Vendors not qualifying for gate passes may be granted general permits for outlying parking lots at no charge. All vendors are responsible for adhering to LSU Parking Rules and Regulations (see the PTT "Information" webpage). Direct any questions to PTT at 225-578-5000, or visit their office located in the Public Safety Building on South Stadium Road, Baton Rouge, LA 70803.

# 8. Vendor Non-Performance

Vendor is required to perform in strict accordance with all contract specifications, terms, and conditions. Vendor will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event Vendor is issued three (3) or more complaints of non-performance, LSU reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible in future solicitations.

#### 9. Contract Amendments

#### Solicitation #

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to LSU 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 LSU Purchasing and issuance of a formal LSU Contract Amendment. The Vendor shall honor purchase/release orders issued prior to the approval of any contract amendment as applicable.

#### 10. Price Reductions

Whenever price reductions are made by the Vendor/Manufacturer during the LSU contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than LSU contract prices, said reductions shall be afforded to LSU.

Vendor shall give prompt written notice to LSU Purchasing of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Vendors found to have knowledgably and willfully withheld such price reductions may be required to reimburse LSU of any overcharges.

#### 11. Product Substitutions

Only those awarded brands and numbers, furnished in the packaging/units of measure and at the unit prices stated in the LSU contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Vendor's expense, and non-payment.

By submitting a bid, Vendors are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LSU. Unless discontinued by the manufacturer without replacement, Vendors are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Vendor's own elective change to another supplier may be disapproved at the sole discretion of LSU Purchasing.

Departments are not authorized to approve or accept product substitutions without Purchasing's approval. Vendors who act without regard to this procedure may face contract cancellation, suspension, and/or debarment.

# 12. Right to Add Department Users

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

### 13. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude LSU 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.

# 14. Contract Usage Report

The Vendor shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to LSU upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions; total quantities and dollars for each item subtotaled by using department names; and overall contract quantities and dollars.

# 15. Contract Evaluation

LSU Purchasing welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Vendor's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Vendor performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Vendor.

The following forms are tools for evaluating our contracts and Vendor performance, and may be accessed at our website (<a href="www.fas.lsu.edu/purchasing">www.fas.lsu.edu/purchasing</a>) under Forms/General:

- PUR512 Contract Suggestions
- PUR514 Contract Performance Evaluation
- PUR515 Deficiency/Complaint Report

# 16. Termination for Non-Appropriation of Funds

The following condition shall apply to any contract covering multiple fiscal years:

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. 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 of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the PUR530 rev 8/2011

# Solicitation #

