NORTHWESTERN STATE UNIVERSITY

Purchasing Office St. Denis Hall Natchitoches, Louisiana 71497 Email: <u>purchasing@nsula.edu</u> (318) 357-5716



ISSUE DATE: NSU BID NO. 06/03/2025 RQ25-0012

REQUEST FOR QUOTATION

REQUEST FOR QUOTATION: This Quotation, subject to the conditions herein stated and attached hereto, will be received at this office until:

Tuesday, June 24, 2025, 2:00 P.M. (CST)

And then opened for furnishing the items and/or services as described for Northwestern State University.

THIS IS NOT A SEALED BID. VENDORS MAY RETURN QUOTE BY EMAIL.

DESCRIPTION

Student Graduation Pictures

Northwestern State University

INSTRUCTIONS:

- 1. Your bid should be made on this form and returned by mail, email, or in person.
- 2. The University cannot accept bids or addenda by phone.
- 3. Any quotation received after deadline will be considered non-responsive.
- 4. All prices are to be quoted complete and FOB Natchitoches (freight prepaid)
- 5. All prices must be firm.
- 6. DO NOT include Federal Excise Tax.
- 7. Unless otherwise specified, all bids shall be binding for 30 calendar days from date of bid opening

BIDDERS PLEASE FILL IN ALL BLANK SPACES AND SIGN BELOW

Terms will be	and shipment will be received within _	 days after receipt of order.	
Delivery may be a consideration	in the award.		

VENDOR NAME	SIGNATURE AUTHORITY (Re: L.R.S. 39:1594(Act 121	
ADDRESS	PRINTED NAME	
CITY, STATE, ZIP	TITLE	
TELEPHONE NUMBER	FEDERAL TAX IDENTIFICATION NUMBER (FIN)	
EMAIL ADDRESS	DATE	
ACCEPTANCE by NORTHWESTERN STATE UNIVERSITY	Date	
Recommendation:		

Approved:

Ashlee Grayson, Director of Purchasing

INSTRUCTIONS TO BIDDERS

1. <u>**Bid Forms:**</u> All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted:

- 1. Bid contains no signature indicating intent to be bound;
- 2. Bid filled out in pencil; and
- 3. Bid not submitted on NSU's standard forms.

Bids must be received at the address specified in the Request for Quotation prior to bid opening time in order to be considered. Any bid received after bid opening time will be returned to sender unopened. Telegraphic and fax alterations to bids received before bid opening time **will be** considered provided formal bid and written alteration have been received and time- stamped before bid opening time.

2. <u>Submission of Solicitation</u>: Firms/individuals who are interested in providing services requested under this Request for Quote must submit bid containing the information specified in this solicitation. The bid must be received by the Purchasing Office on or before (2:00 P.M.) Central Daylight Time on the date specified. Bidders mailing their submittals shall allow sufficient mail delivery time to ensure receipt of their submittal by the time specified. The submitted bid must be delivered at the Bidder's expense to:

Attn: Ashlee Grayson Director of Purchasing Business Affairs/St. Denis Hall 200 Sam Sibley Drive Northwestern State University Natchitoches, LA 71457

3. <u>Prices:</u> The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

4. <u>F.O.B</u>: Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

5. <u>Standard of Quality:</u> Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand, name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder 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 products specified in the IFB.</u>

6. Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

Initials:

<u>MANUFACTURER'S NUMBERS AND TRADE NAMES</u>: Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. Northwestern State University shall be the sole judge as to whether or not the equipment offered is equal to that specified.

7. <u>Bid Opening</u>: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

8. <u>Award:</u> Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities. Only the issuance of a Purchase Order constitutes acceptance on the part of the University.

9. <u>Purchase Order:</u> If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the University, meet the requirements of these specifications.

10. <u>Conditions of Purchase Orders:</u> We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. <u>If you cannot fill order as directed</u>, <u>return for advice</u>. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

11. <u>Inspection and Acceptance:</u> Upon delivery of each item to the Agency, inspection of the item will be made by Northwestern State University, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

12. <u>Reject:</u> The University reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Missing bid information, including Signature Authority and Performance Bond information, and/or exceptions to terms and conditions may cause a bid to be rejected. All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the NSU purchase order number, or it will be refused and returned at vendor's expense.

13. <u>Payment Terms:</u> Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Northwestern State University, Business Affairs, Accounts Payable Section, St. Denis Hall, Natchitoches, LA 71497. We must pay from <u>ORIGINAL, ITEMIZED</u> invoices as required by the State Legislative Auditor.

14. <u>U.S. Taxpayer Identification Number:</u> Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

Initials:____

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15. <u>**Taxes:**</u> The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

16. <u>New Products:</u> Unless specifically called for in the IFB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

17. <u>Contract Renewals:</u> Upon Agreement of Northwestern State University Purchasing and the contractor, an openended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

18. Contract Cancellation:

Northwestern State University reserves the right to cancel this contract with thirty (30) days written notice.

19. <u>**Termination:**</u> Either party may terminate this Agreement upon ten (10) days written notice, without further liability to any other party, in the event Force Majeure causes the continued performance under this Agreement to be impossible or impracticable.

20. <u>Force Majeure:</u> Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement to the extent that such failure or delay, results from causes beyond the control of the party. Such causes shall include by not be limited to, Acts of God, acts of the government in its sovereign or contractual capacity, fires, floods, earthquakes, epidemics, pandemic quarantine restrictions, freight embargoes, riots, strikes, civil or military authority, acts of public enemy or war.

21. <u>Default of Contractor</u>: Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Northwestern State University Purchasing has determined the contractor to be in default, NSU Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

22. <u>Performance Bond-REQUIRED:</u> All bids submitted must include the requested surety or insurance company information with your submission. Bids submitted without this information will not be considered. The actual bond will be required of the successful bidder in the amount of fifty percent (50%) of the Total Bid Price:

23. <u>Indemnity:</u> Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim of action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

24. <u>**Davis Bacon Act:**</u> The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

25. <u>Order of Priority:</u> In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

26. <u>Applicable Law:</u> All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

Initials:____

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27. Discrimination and EEOC COMPLIANCE: The contractor 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, the 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 1972, and contractor agrees to abide by the requirements of the Americans With Disabilities Act of 1990: Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with KBB 2004-54 because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

28. Standard Preference:

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes_____ Specify Item Number(s) _____

Name and location within Louisiana where such paper or paper product is manufactured or converted:

B. A preference not to exceed 10% may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes_____ Specify Item Number(s) _____

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

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

Yes: _____ No: _____

[Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.]

29. <u>Scope of Contract</u>: Furthermore, submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation) BIDDERS MUST SIGN IN INK

Initials:____

IMPORTANT

Signature Authority: In Accordance with L.R.S.39:1594 (Act 121), the person signing the bid must be:

- 1. A current corporate officer, partnership member of other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- 2. An individual authorized to bind the vendor as reelected by an accompanying corporate resolution, certificate or affidavit; or
- 3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

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

WE ARE AN EQUAL OPPORTUNITY UNIVERSITY

SPECIFICATION AND BID FORM Student Graduation Pictures

Scope:

The University specifically desires the photographer take these pictures as the individual student is shaking the hand of the University President on stage. **Photographer will not appear on the stage.**

Term of Contract: This initial contract will begin on July 1, 2025, and end on June 30, 2026. At the option of Northwestern State University and the acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same terms, prices, and conditions. Contract not to exceed thirty-six (36) months.

Graduation Dates for the 2025-2026 Fiscal Year are:

Fall, 2025 -	December 17-18, 2025
Spring, 2026 -	May 13-14, 2026

The University specifically desires the photographer take these pictures as the individual student is leaving the stage or shaking the hand of the University President. Photographer will not appear on the stage.

Following is a list of criteria required for the photographer to meet in preparing a proposal for this service:

- 1. Photographic services provided at no cost to NSU and requiring no NSU manpower during the ceremony.
- 2. Photographers are to be as unobtrusive as possible causing no delay in the Commencement Ceremony.
- 3. Students are to be provided a color proof through the mail from which to select prints if they want them.
- 4. Photographs to be of finest quality color on the best 5 inch by 7-inch paper.
- 5. Charges are not to be made to the students unless prints are ordered.
- 6. All monetary transactions will be between the student and the Contractor.
- 7. Proofs to be mailed to each graduate's home address free of charge without any obligation to purchase pictures.
- 8. Provide a list of at least three (3) schools where your photography company has provided this service within the last 24 months:

Schools: _____

8. Provide a price list for the following size pictures including postage:

Description	Quantity	Unit Price	Total Amount
1. 5" x 7"	1	\$	\$
b. 5" x 7"	4	\$	\$
c. 5" x 7"	8	\$	\$
d. 5" x 7"	13	\$	\$

10. List type of camera equipment to be used for this service:

- 11. It should be understood that the name of the University will not be used in any way in advertising for this type service or to assist the vendor in sales of this type service to other organizations. The University will not endorse the successful vendor's service in any way.
- 12. The University reserves the right to cancel this agreement at any time prior to, or during the graduation ceremony if the services of the vendor should disrupt or delay the ceremony in any way.
- 13. The University reserves the right to request a financial statement be furnished to help determine vendor's ability to carry out this service.
- 14. The University must receive a percentage of gross revenue from the picture sales.

Percent of Gross Revenue to be paid to Northwestern State University: _____%

All contracts negotiated by Northwestern State University will be paid with new fiscal year funds, only and if appropriated by the legislature of the State of Louisiana.

INDEMNIFICATION AGREEMENT

The	agrees to protect, defend, indemnify, save, and hold harmless the	
(Contractor/Subcontractor/Lesse	ee/Supplier)	
State of Louisiana, all State Dep	partments, Agencies, Boards and Commissions, its officers, agents,	
servants and employees, includi	ing volunteers, from and against any and all claims, demands, expense and	
	death to any person or the damage, loss or destruction of any property	
which may occur or in any way	y grow out of any act or omission of, (Contractor/Subcontractor/Lessee/Supplier)	
its agents, servants, and employ	<i>(Contractor/Subcontractor/Lessee/Supplier)</i> yees, or any and all costs, expense and/or attorney fees incurred by	
	as a result of any claim, demands, and/or causes of action	
(Contractor/Subcontractor/Lessee/Supp	pplier)	
except those claims, demands an	nd/or causes of action arising out of the negligence of the State of	
Louisiana, all State Department	ts, Agencies, Boards, Commissions, its agents, representatives, and/or	
employees.	agrees to investigate, handle, respond to, provide	
	ntractor/Lessee/Supplier) h claims, demand, or suit at its sole expense and agrees to bear all other cost	ts
and expenses related thereto, ev	ven if it (claims, etc.) is groundless, false or fraudulent.	
	Accepted by	
	Company	v Name
	Sig	gnature
		Title
	Date Accepted	
	Is Certificate of Insurance Attached?Yes	No
Contract No.	for <i>State Agency Number and Name</i>	
	State Agency Number and Name	
PURPOSE OF CONTRACT:		