



Nicholls State University

INVITATION TO BID

Bid Number: SB01886

DATE: 04/03/2024

TITLE: Printing of LaPirogue Yearbook

SUBMIT BID TO: Nicholls State University
Purchasing Department
bids@nicholls.edu

To maintain the integrity of the bid process, please **do not cc** any other University email address when submitting your bid.

Purchasing Department Contacts:
Terry Dupre (985-448-4031)
terry.dupre@nicholls.edu, OR

BID SCHEDULE:

1. **DUE DATE/TIME** (*email only*): **04/24/2024 3:00PM**

2. **BID OPENING** (*Zoom*): <https://nicholls-edu.zoom.us/j/86046523859?pwd=Z0VNaUNISStOM05WaTI4aUJSL2VNUT09>

MEETING ID: 860 4652 3859

PASSWORD: 500464

General Instructions to Bidders

1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing Nicholls State University Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays.
3. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be:
 - (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or
 - (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or
 - (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
4. When bid is submitted by email, **the subject line must show the Solicitation/File No.** and submission must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Nicholls State University Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the Nicholls State University purchase order are subject to rejection and non-payment.
8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.
10. **MANDATORY** bid requirements are detailed immediately following the Standard Terms & Conditions section.

ADVERTISEMENT

April 3, 2024

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received electronically by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, **04/24/2024** at **3:00 P.M.** for: **“Bid Number SB01886–Printing of LaPirogue Yearbook”**

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specifications from Nicholls State University, call (985) 448-4031 or e-mail terry.dupre@nicholls.edu.

Bids must be returned to the Purchasing Office at bids.nicholls.edu by the due date and time referenced. Bids must be submitted on the forms enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing the bid should be shown on the bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

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

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(B)(5) and/or R.S. 39:1594(C)(4).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA

Terry G. Dupre, Sr.
Director of Purchasing, Property Control
and Support Services Administration

TO APPEAR: 04/10/2024

BID DUE: 04/24/2024

STANDARD TERMS & CONDITIONS INVITATION TO BID

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

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

1. **Bid Delivery and Receipt:** To be considered, Bidders may submit bids electronically to bids@nicholls.edu When bid is submitted by email, **the subject line must show the Solicitation/File No.** and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. **Bid Forms:** Bids are to be submitted on and in accordance with the Nicholls State University solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.
3. **Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Nicholls State University Purchasing Contact at the email address on page 1 of this solicitation. Written inquiries must be received in the Nicholls State University Purchasing Department no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any Nicholls State University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Nicholls State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the State of Louisiana Purchasing Department LaPAC website, or contact the Nicholls State University Purchasing Department, to identify if any addendums were issued. Nicholls State University shall not be responsible for any other interpretations or assumptions made by Bidder.

4. **Bid Opening:** In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Nicholls State University Purchasing Contact at the email address shown in header.
5. **Special Accommodations:** Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Nicholls State University Purchasing Department in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
6. **Standards of Quality:** Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.
7. **New Products/Warranty/Patents:** All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

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

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

- 8. Descriptive Information:** Bidders proposing an equivalent brand or model should submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for Nicholls State University to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder should state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.
- 9. Bids/Prices/F.O.B. Point**
- The bid price for each item is to be quoted on a "net" basis and F.O.B. Nicholls State University Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
 - Bids other than F.O.B. Nicholls State University Destination may be rejected.
 - Bids indicating estimated freight charges may be rejected.
 - Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
 - Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
 - Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
 - Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
 - In the event of extension errors, the unit price bid shall prevail.
- 13. Taxes:** Vendor is responsible for including all applicable taxes in the bid price. Nicholls State University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
- 11. Terms and Conditions:** This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.
- 12. Vendor Forms/ Nicholls State University Signature Authority:** The terms and conditions of the Nicholls State University solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.
- The University's Director of Purchasing or Assistant Director of Purchasing are delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of Nicholls State University as a result of any award of the solicitation. Departments are expressly prohibited from signing any vendor forms.
- Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict Nicholls State University policy may face contract cancellation, suspension, and/or debarment.
- 13. Awards:** The intent to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder will be stated on the bid form. For bids with several items, Nicholls State University reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.
- All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.
- 14. Acceptance of Bid:** Only the issuance of an official Nicholls State University purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. Nicholls State University shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.
- 15. Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 16. Awarded Products/Unauthorized Substitutions:** Only those awarded brands and numbers stated in the Nicholls State University contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the Nicholls State University Purchasing Department prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

- 17. Testing/Rejected Goods:** Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. Nicholls State University reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.
- 18. Delivery:** Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the Nicholls State University Purchasing Department of any unforeseen delays beyond its control. In such cases, Nicholls State University reserves the right to cancel the order and to make alternative arrangements to meet its needs.
- 19. Default of Vendor:** Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, Nicholls State University reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.
- 20. Vendor Invoices:** Invoices shall reference the Nicholls State University purchase order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.
- 21. Delinquent Payment Penalties:** Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom.
- 22. Assignment of Contract/Contract Proceeds:** Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Nicholls State University Purchasing Department. 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 Nicholls State University in any dispute arising therefrom.
- 23. Contract Cancellation/Termination:** Nicholls State University has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- Nicholls State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.
- 24. Prohibited Contractual Arrangements:** Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.
- 25. Equal Employment Opportunity Compliance:** By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
- 26. Mutual Indemnification:** Each party hereto agrees to indemnify, defend, and hold the other, the State of Louisiana, any governing board, each party's officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

- 27. Certification of No Suspension or Debarment:** By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.
- 28. Substitution of Personnel :** If applicable, the University intends to include in any contract resulting from this ITB the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.
- 29. Insurance Requirements:** Please note insurance requirements section included in these bid specifications. **NOT REQUIRED FOR THIS PROCUREMENT TRANSACTION** to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Nicholls State University as an additional insured, and grant a waiver of subrogation on all liability policies.
- 30. Nonperformance:** Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, Nicholls State University reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.
- 31. Official University Recognized Holidays:** The following is a list of officially recognized University Holidays:
- | | |
|------------------------|----------------------|
| New Year's Day | Juneteenth |
| Martin Luther King Day | July 4 th |
| Mardi Gras Day | Labor Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |

NOTE: The University has a fall break and a Spring Break. Each Break is approximately 4 Days Each.

- 32. No Smoking Campus:** The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.
- 33. Non-Exclusivity:** This agreement is non-exclusive and shall not in any way preclude Nicholls State University from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 34. Contract Amendments:** Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to the Nicholls State University Purchasing Department for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.
- Contract revisions shall be effective only upon approval by Nicholls State University Purchasing Department and issuance of a formal Nicholls State University Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.
- 35. Term of Contract :** Should the solicitation be a term contract, the duration of the term of the contract Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months, unless renewal terms are specified in the solicitation documents.
- All terms of the solicitation shall be firm for the duration of Contract.
- 36. Notification of Fund Appropriation:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

- 37. Number of Bid Response Copies:** Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.
- 38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:** In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.
- The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
- 39. PRE-BID MEETING:** N/A to this Solicitation
- 40. SITE VISIT/CONTACT INFORMATION:** N/A, It is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.
- To visit jobsite and for further information, prospective bidder is to contact the Nicholls State University Purchasing Departments at the contacts listed on page 1. It is preferred to have a written record of the correspondence for each site visit request. Please do not contact us by phone to schedule a visit unless you do not receive a response to your email request after 48 hours.
- 41. PIGGY BACK CLAUSE:** Nicholls State University is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the Nicholls State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or university and the awarded vendor. Nicholls State University shall not be responsible for any such purchases.
- 42. STATE OF LOUISIANA CONTRACTOR'S LICENSE REQUIREMENTS:** If a Louisiana Contractor's License Number is Required for the items, work, or services to be performed under this solicitation, then it shall be stated in the bid advertisement that will appear in the Baton Rouge Advocate and the Lafourche Comet of Thibodaux, and it will be stated in the specifications provided with these bid documents.

NOTICE TO VENDORS

LOUISIANA'S HUDSON (SMALL ENTREPRENEURSHIP) AND VETERAN INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) and the Veteran Initiative (Veteran Small Entrepreneurship) are race and gender neutral goal-oriented programs which encourage State agencies to contract with and encourage contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships and certified veteran or service-connected disabled veteran owned small entrepreneurships as subcontractors in the performance of the contract. The primary intent of the programs are to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development (LED) to participate in contracting and procurement with the State.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State are encouraged to visit <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative> or <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/veteran-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the [LaGov Supplier Portal](#).

END OF SECTION

MANDATORY BID REQUIREMENTS

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

1. **CERTIFICATION STATEMENT:** The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.
2. **BID SHEET/FORM:** The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.
3. **CONTRACTOR QUALIFICATIONS: REFERENCE LETTERS** – The University reserves the right to verify contractor's qualifications regarding the bid response received, and to request references for verification purposes.
4. **CERTIFICATE OF INSURANCE:** If Insurance is required under this solicitation, it will be stated in the advertisement of the solicitation to appear in the Baton Rouge Advocate and the Daily Comet of Thibodaux, and in the specification provided with these bid documents. Bidder shall submit a certificate of insurance with bid submission or by provide the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates on the bid form enclosed.
5. **ILLUSTRATIVE MATERIALS:** Vendor bidding anything other than exact goods/services specified in these specifications should submit descriptive and illustrative literature with the bid for consideration of award. Failure to do so may be cause for rejection of bid.

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

bids@nicholls.edu

Be sure to include the solicitation number in the subject line.

Do not send your submission to any other University email address.

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

terry.dupre@nicholls.edu

Do not email bid submissions this address.

To contact Purchasing by phone: 985-448-4031

CAMPUS DELIVERIES

Please send samples or other associated documents when a hard copy is requested or deemed necessary. By

Mail – Nicholls State University

Purchasing Department

PO Box 2052

Thibodaux, LA 70310

By Courier Service: Nicholls State University

Purchasing Department

104 Elkins Hall

Thibodaux, LA 70301

DEFINITIONS

Agent - The University's representative in Purchasing Department who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with Nicholls State University to provide the items, services, or to perform the work as called for on these documents who is referred to as singular in number.

Owner – Nicholls State University.

IMPORTANT NOTES:

- 1. VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.**
- 2. ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY NICHOLLS STATE UNIVERSITY.**
- 3. IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.**
- 4. NICHOLLS STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.**
- 5. QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.**
- 6. THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.**
- 7. BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.**
- 8. FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.**
- 9. TAX EXEMPTION: *Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.***

END OF SECTION

**SPECIFICATIONS
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For the publication of La Pirogue for the year 2024 according to all terms, conditions, specifications and prices outlined below. All bid responses shall be sealed bids submitted as specified to the Director of Purchasing of Nicholls State University, hereinafter called the "University."

The undersigned, herein after called the "Bidder," agrees to produce the above mentioned publication with the terms, conditions, mechanical and material requirements, production schedule, service requirements and prices set forth below. Any contract entered into through this bid process shall be governed and subject to all terms and conditions provided in the statutes of the State of Louisiana relating to such contracts.

TERMS AND CONDITIONS

***NOTE: In the past, Nicholls State University's specifications have called for 1,500 books. After assessing our current needs, we have reduced the minimum quantity to 1,000. Therefore, we will now require the BASE BID to be calculated on 1,000 books.**

Section 1, BID SUBMISSION: This bid is solicited for the 9 x 12 inch yearbook of the scholastic year 2024 La Pirogue.

Bids are to be filled out in duplicate on the forms furnished for that purpose on exact copies thereof, and in case of any difference, the quotation of the original shall be accepted. Bids submitted on any other forms may be considered informal and may be rejected. All sections of the bid form should be filled in and bid prices should be stated in words and figures. Conditional bids will not be accepted. The University reserves the right to reject any or all bids submitted and waive any informalities. All bids received will be evaluated based upon the following:

- (a) Must be responsive in accordance with specifications.
- (b) Base bid (Section 14A) plus other various optional prices quoted.
- (c) Samples, data and documents required representing quality of work performed by bidder and his capability of meeting the needs of the University.

At the option of the University and the acceptance of the contractor, this contract may be renewed for two (2) additional twelve (12) month periods (2025 and 2026 yearbooks) at the same rates, terms and conditions as the original bid specification.

A notice of award will be issued to begin work on the 2024 year book. A purchase order will be issued and payment for that book will be made after the book is completed and delivered, usually between the period of July 1, 2025 – June 30, 2026.

Section 2, BID RECEIPT: Sealed bids subject to the conditions herein stated will be received by the Director of Purchasing until date and time indicated on bid cover sheet and then publicly opened in the Purchasing Office, Room 104 Elkins Hall.

Section 3, ARREARS: No contract will be awarded to any individual, partnership or corporation who is from any cause in arrears to the State of Louisiana, or who has failed in any former contract with the State to perform work satisfactorily. Reasonable ground for supposing that any bidder is interested in more than one bid will cause the rejection of all bids in which he is deemed to be interested.

Section 4, CONTRACT: The acceptance of any bid submitted shall create a valid contract between the University and the Bidder to whom the contract has been awarded. The specifications, prices quoted, terms of payment, time of delivery and other conditions set forth in the bid documents shall constitute an integral part of such contract. Any contract thus made does not compel the University to publish the yearbook nor to spend any specified sum, and if the book is not published, and no materials ordered, or mechanical work performed, there is no financial obligation incurred on the part of the University. If the book is abandoned after production has begun, the Bidder is to be paid only for the materials ordered and actual work produced at that date, and any materials ordered shall become the property of the University to be disposed of as it sees fit.

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Section 5. CANCELLATION AND OTHER STIPUTLATIONS: The University reserves the right to cancel any contract resulting from this bid at any time upon non-performance on the part of the Bidder, or failure to comply exactly with the production schedule as defined herein, or upon evidence that any part of the work produced is unsatisfactory and not up to the standards set forth in the specifications. In this event the University may make such arrangements as it sees fit to complete the work elsewhere, but the Bidder shall not be released from any liability he may have incurred by reason of a breach of this agreement, or any of the terms thereof, or from reimbursement to the University for any loss or expense occasioned thereby. The University shall withhold authorization of payment to the Bidder for all work completed until the damages caused by the bidder shall be ascertained.

The continuation of this contract shall be contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, the contract shall become null and void on the date of the beginning to the succeeding fiscal year from the one in which the contract was initiated

The contract resulting from the award of this bid may be cancelled by either party with the issuance of a thirty (30) day cancellation notice.

Bidder understands and agrees that this contract and related documents are subject to audit by the Legislative Auditor of the State of Louisiana.

The Contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

Section 6. SAMPLES: Each bidder should submit three (3) samples of 9 X 12 inch university or college yearbooks which were printed in their plant in 2019 or 2020, including at least one sample yearbook from a university or college serviced by Bidder's representative, who would be Bidder's representative for this University should Bidder be awarded this contract. **Failure to have samples as specified may be cause for rejection of any bid response submitted.**

Section 7. REFERENCES: Bidder will furnish three references from colleges for which they have published yearbooks. Please provide the name of the adviser and a telephone number.

Section 8. SERVICES: The Bidder shall provide a qualified yearbook representative of the company who is knowledgeable and must be available to consult with La Pirogue. The representative shall make visits to the campus to work with the staff when notified of such a need for services. If Bidder does not provide suitable representation, approved by the Director, the bid may be rejected. Bidder shall state specifically how this requirement will be met by company. **PLEASE INCLUDE WITH BID THE NAME, HOME OR BUSINESS ADDRESS, CELL PHONE NUMBER AND HISTORY OF EXPERIENCE OF THE PERSON(S) WHO WILL PROVIDE THESE SERVICES. SUCCESSFUL BIDDER SHALL MAKE AT LEAST MONTHLY VISITS TO THE CAMPUS YEARBOOK OFFICES.**

Section 9. SUPPLIES: The Bidder shall supply all working materials without additional cost and handle all production needs. Bidder must be capable of performing all required work in his plant. Computer software shall be provided as needed and must be compatible with the Adobe Creative Suite which is currently in use by the University. The cover case must be manufactured in the plant of the bidder.

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Section 10A, TECHNOLOGY: Because the La Pirogue staff is comprised of students from a variety of majors, many have very little technical knowledge. With the help of the Bidder, the Director of Student Publications provides training on yearbook development, design, composition and production. However, because we have limited time to provide such training, the vendor must provide a Software Program in the form of Adobe In-Design plug-ins specifically created for yearbook production. Please answer the following questions:

- 10A.1. Does Bidder’s company have a Yearbook-Specific Software Plug-In Program that works with Adobe In-Design? This program should be designed specifically for yearbook production.
_____ YES* _____ NO
*(*If YES, bidder should attach a detailed description of the program referenced above)*
- 10A.2. Does Bidder’s company have a Portrait Flow Software Plug-In that works with Adobe In-Design to flow all graduate headshots and names into spreads?
_____ YES* _____ NO
*(*If YES, bidder should attach a detailed description of the program referenced above)*
- 10A.3. If Bidder answered “YES” to item 10A.1., does this program automatically create a 9x12 spread layout with appropriate margins, folio locations, gutter, columns?
_____ YES _____ NO
- 10A.4. If Bidder answered “YES” to item 10A.1., does this program provide at least 50 pre-made yearbook spread templates?
_____ YES* _____ NO
*(*If YES, bidder should attach template examples)*
- 10A.5. If Bidder answered “YES” to item 10A.1., does this program automatically complete all pre-press actions including embedding of pictures and fonts and creation of PDF for submission?
_____ YES _____ NO
- 10A.6. If Bidder answered “YES” to item 10A.1., does this program automatically create page numbers for folios and manage page ordering, including changes, automatically?
_____ YES _____ NO
- 10A.7. If Bidder answered “YES” to item 10A.1., does this program provide automatic indexing of names and page numbers?
_____ YES _____ NO

The Bidder shall indicate any special or unusual services of manufacturing technology, over and above that specified, that will benefit La Pirogue in achieving better service, efficiency and price. Bidder may attach additional pages if necessary.

HARDWARE: _____

SOFTWARE: _____

SPECIAL SERVICES: _____

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Section 11, CONTENT: La Pirogue shall have total control over and responsibility for the content of the yearbook. Preparation and submission of the yearbook shall be performed by the Bidder as directed and in consultation with La Pirogue as part of this base bid.

MECHANICAL AND MATERIAL REQUIREMENTS

Section 12A, PRESS TYPE: Bids are for the offset, sheet fed, web press, or digital printing of a 9" x 12" yearbook.

Section 12B, PRINT QUALITY: All printed signatures shall be of highest quality, consistent throughout the run, with adequate and uniform distribution of ink, particularly in four-color process reproduction. If printing does not meet these standards the Bidder shall be required to reprint any such signature without additional cost to La Pirogue. Each page is to be considered a bleed page, and no additional charges shall be added for bleeding.

Section 12C, PLANT CAPABILITIES: Bidders shall have adequate equipment and staff to maintain speed production without sacrifice of quality of workmanship and shall be able to handle a yearbook the size and sophistication of La Pirogue. Plant equipment should be specified for review by the Director. No part of work specified herein shall be purchased from or transferred to another firm. If bidder's plant is not considered adequate, this may be grounds for rejection of the bid response.

Section 12D, TYPOGRAPHY: The typography must be first class in every respect. All typefaces must be sharp and clean. Vendor must be able to accept postscript, true-type, OpenType and/or embedded fonts or typefaces and EPS, JPEG, and/or TIFF images in PDF, Adobe InDesign format. All pages sent to vendor will be typeset by La Pirogue staff.

Section 12E, PRESSWORK: All bidders are cautioned that they will be required to observe strictly the requirements for first class work and, in case of doubt, the University reserves the right to have the vendor mail complete press sheets of each signature form of sixteen (16) pages as each is completed, and if the printed sheets show defects and do not measure up to first class workmanship, then the University will have the right to reject any form that is not up to required standards and require the vendor to reprint such forms without additional cost to the University. The requirements for the quality of presswork are listed below and must be rigidly observed.

The presswork must meet the best standards of fine halftone printing. The pages are to be printed in signatures of sixteen (16) pages. The printed sheets shall show adequate and uniform distribution of ink on both type and images. All color work must register with extreme accuracy. All pages must show even ink distribution.

Section 12F, NEGATIVES AND PLATEMAKING: If used, negatives and plates must be of the highest quality. All negatives must be made on highest quality contact screen, 150 lines per inch minimum, 200 lines per inch preferred.

All line negatives must be properly exposed and developed with care to assure that no distortions or defects result in any of the typeset matter during photographic process. All negatives must be inspected for light leaks and opaqued.

Production methods must be accompanied with such care as to allow: (1) proper bleeds without trimming the pages undersized; (2) pin-point registration of process color or spot color; (3) standardization of pre-planned margins; (4) proper folding; and (5) proper sequence of pages.

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

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

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Section 12G, PROOFS: There shall be no charges for author's corrections except for editor's changes from copy, and in case of dispute, the Bidder agrees to abide by the decision of the La Pirogue adviser as to the amount and cost of such revisions. Printer's proofs shall conform to layouts submitted on disk or via FTP site by the yearbook. Within thirty (30) calendar days after receipt of layouts, necessary manuscript copy and photographs, the Printer agrees to send by First Class Mail preliminary page proofs showing placement of all type, line work, artwork, halftones, screens, etc., as per the original layout and copy. If proofs are not received within 30 days, La Pirogue reserves the right to add one day to the next in-plant deadline for each working day the proofs are delayed without affecting the final shipping date in any way.

The Printer must be ready to send not only double pages of proofs, but also single pages. **THE BIDDER SHOULD ENCLOSE WITH THEIR BID RESPONSE A SAMPLE OF THE PROOFS USED BY BIDDER'S COMPANY.**

If in the decision of the University the final proofs are not satisfactory, the University shall have the option of receiving without additional charge a revised set of page proofs. The printer shall not print any sections in advance without the written consent of the director.

Section 12H, DEADLINES: Deadlines for work to reach the printer (in-plant dates) shall be agreed to in writing at the beginning of the school year by the La Pirogue adviser and the printer. La Pirogue is a fall delivery book. Companies classified as "Yearbook" printing companies who print books in sections may establish monthly deadlines beginning no sooner than December 15. Companies classified as a "Printing" company and print the entirety of the book at one single time may only establish one deadline. That deadline should be at least four (4) weeks after the spring semester has ended and should constitute enough time for the book to still arrive in the fall prior to November 1.

Section 12I, DELAYS: If the books are not received by the University on the agreed upon date, the University reserves the right to deduct two hundred dollars (\$200) from the contract price for each day the books are not delivered, as liquidated damages, and not as a penalty, provided however, that such delay is not occasioned by strikes, fires, breakdown in machinery, and other conditions beyond the control of the Printer. Existence of such exceptions must be presented to the satisfaction of the Director of Purchasing of Nicholls State University. For each day the University misses an in-plant date, after the proof delays have been factored in, the Bidder may delay delivery on campus by that number of days.

Section 12J, BINDING: All signatures shall be folded, gathered, and tightly Smyth-sewn with pre-stretched nylon thread and then trimmed, rounded and backed with a heavy gauze staging over the spine, top to bottom, with proper headbands and a heavy backing paper bonded to the gauze for added strength, then glued securely in the cover case. Each completed book shall be carefully inspected for blemishes and no imperfect books are to be delivered. It is mandatory that the books are to be carefully packed with slip sheets between each book, or individually shrink wrapped, at no additional charge. All shipments shall be insured to cover damages that may occur during the shipment.

Section 12K, PAPER: The inside paper stock shall be eighty (80) pound coated white enamel or matte finish in such sizes as to accommodate bleed pages. The inside paper shall be printed in full color unless otherwise specified by the yearbook staff. **THE BIDDER SHOULD SUBMIT SAMPLES OF ENAMEL PAPER AND MATTE FINISH PAPER PROPOSED FOR USE IN LA PIROGUE.**

Section 12L, COVER: The cover shall be furnished by the Bidder and shall be silk screened or printed with one color ink or one application of color on the best quality fabric base cover material. Cost for additional colors or applications should be included in Section 14. The cover must fit the book properly. Cover boards shall be 160 point tempered binders board. Chipboard or equivalent shall not be accepted. Bidder should have a Yearbook Cover Design expert that the La Pirogue editor can meet with to discuss cover material options and design at the start of each bid year.

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Does Bidder's company have a Yearbook Cover Design Expert for the La Pirogue editor to consult with?

_____ YES _____ NO

**If yes, please provide name, address, telephone number and qualifications of current Cover Design Expert on Bidder's staff.*

Section 12M, END SHEETS: End sheets shall be of 65-pound cover weight stock, color to be selected. End sheets may be printed with **TWO** one-color inks, at no additional charge.

ADDITIONAL CONSIDERATIONS

Section 13A, CHANGES OR ADDITIONS: It is understood that there are no verbal agreements or conditions attached to this bid, and the contract resulting from the acceptance of this bid by the University. This shall not be construed to prevent the La Pirogue from making subsequent changes or additions to the publication after the agreement by both parties has been signed. Such alterations are to be mutually agreed upon by the Student Publications Director, the Purchasing Director and the Vendor. Alterations from copy, changes in style, or any work provided for in this contract, but ordered by the University, involving additional cost shall be charged for on the basis of a reasonable profit above the cost of production.

Section 13B, VENDOR ERRORS: Vendor errors which occur in the finished product must be corrected in a timely manner that will not delay distribution of the book by more than 30 days. Such errors may require correction by cover re-make, or book re-binding or re-printing at the vendor's expense. The following errors are considered major and will constitute such services:

- If the majority of covers are printed, embossed, debossed, die cut or otherwise manufactured incorrectly or in a flawed manner.
- If the majority of endsheets are incorrect.
- If the majority of books display missing, blank or duplicate pages.
- If the majority of books display incorrect reproduction of color or spot color on pages.
- If the majority of books display printing pages not approved as the final version of the book.
- If the majority of books display altering of pages or content not approved by Nicholls.
- If the majority of books display pages printed out of order.
- If the majority of books display trimming, folding or binding errors that cause part or all of text or photos to be missing.
- If the majority of books display improper mounting of covers.
- If the majority of books display improper printing or substitution of typefaces.
- If the majority of books display foreign material including dirt, dust, spots or smudges on photos or text.

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

13C, VARIATION: Owing to manufacturing fluctuations, a variation of not more than one per cent either in excess or deficiency of the number of books ordered shall constitute an acceptable delivery--the variation to be charged for or deducted at the rate quoted for extra or less copies.

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Section 14: Bid Options

14A: BASE BIDS

For the material and labor necessary for the production of a minimum of 1,000 completed yearbooks of **304 pages**; 9"x12" trim size; 80 lb. coated white enamel or matte paper; all pages FULL COLOR; cover on 4.0 mm (160 pt.) cover board including silk screening of one color ink on the best quality fabric base cover; 65 lb. color paper endsheets front and back printed with up to two colors; round back binding; transportation, lodging and meals for two persons for two-day inspection visit to plant during La Pirogue press run with allowances to view pages and/or cover in process and to meet with designer to plan cover for the following year.

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

14A.1. **BASE PRICE (all pages FULL COLOR) @ 1,000 copies:** \$ _____

STANDARD OPTIONS

The below listed options are considered standard options. Numerous other options are possible and may vary from vendor to vendor. These options are not to construed to limit the La Pirogue yearbook in design or production. Any options to be included in the publication but not specifically contained within this bid must be agreed to in writing by the Director of Student Publications and the Director of Purchasing at Nicholls State University.

14B. Copies and Pages

- 14B.1. Additional copies \$ _____ per book
- 14B.2. Additional or less pages in multiples of eight (8) pages \$ _____ per flat
- 14B.3. UV Coating on pages in groups of sixteen (16) pages \$ _____ per signature

14C. Cover

- 14C.1. In-plant Artwork Consultation \$ _____ per hour
- 14C.2. Cost increase OR reduction for four-color printing (lithograph) on cover with glossy or matte finishes \$ _____ per book
- 14C.3. One additional color silkscreen on cover \$ _____ per book
- 14C.4. Hot foil stamping on cover – front, back and spine \$ _____ per book
- 14C.5. UV Coating on cover \$ _____ per book
- 14C.6. Cost to emboss cover and spine \$ _____ per book
- 14C.7. Cost to deboss cover and spine \$ _____ per book

*(*Note: If the cover case is changed so as to be embossed or debossed front, back, spine, and/or end sheet, the bidder will be expected to furnish the University with an invoice from the die manufacturer as to the cost to the Printer for the custom die. This is the price to be paid by the University.)*

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14D. Endsheets

14D.1.	Different endsheets printed front and back	\$_____per book
14D.2.	Full-color on endsheets, front and back	\$_____per book
14D.3.	Additional spot-color on endsheets, front and back	\$_____per book
14D.4.	Foil embossing on endsheets, front and back	\$_____per book

14E. Student Training: Cost per student for training (usually held on campus) in Adobe InDesign, Adobe Photoshop and Bidder's required yearbook software prior to beginning of fall semester
\$_____per student

14F. Note to Bidders re: Bid Evaluation. The University will evaluate the bid using historical data of the options used for the past three (3) yearbooks published. The specifications used for these three books will be priced with the base and option prices received for this bid. The total calculated of those books will be added together to arrive at an average cost. All prices on the bid form are considered during the evaluation.

TERMS OF PAYMENT

Section 15. Any additional expense not provided for elsewhere in this agreement, or any additional work of any nature not covered by this agreement involving an expenditure of more than fifty (\$50.00) dollars shall not be charged extra until a notification has been sent to the adviser, in writing and the charge in question shall have received his written approval. Failure on the part of the Printer to send such notification, or to receive such approval, will release the University from any financial, moral, or legal obligation to pay for the authorized additional expenditures.

Section 16. Where a 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 of quality. Where a substitution is to be made, the adviser of the yearbook must agree in writing and such approval must be only by a change order from the Office of the Director of Purchasing Nicholls State University shall be the sole judge as to whether or not the material offered is equal to that specified.

Section 17. For the satisfactory completion of the work performed by any printer to whom the contract may have been awarded under a bid process, the University agrees to pay for the cost of the publication within thirty (30) days after delivery and approval of the invoice covered by such contract. No payment shall be made until all photographs, artwork and submission disks are returned to the Director.

Section 18. All billing shall be in accordance with instructions from the Nicholls State University Purchasing Office and shall be in exact accordance with the prices quoted in the bid response. For any outside purchases or additional work not covered in the basic specifications, purchase orders on the part of the University will be required.

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Section 19. It is understood that there are no verbal agreements or conditions attached to this bid, and the contract resulting from the acceptance of this bid by the University. This shall not be construed to prevent the yearbook from making subsequent changes or additions to the publication after the agreement by both parties has been signed, such alterations to be mutually agreed upon by the yearbook and the Printer.

Section 20. Any books received by the University and deemed unsuitable by the La Pirogue adviser, shall be deducted at the rate quoted for extra copies. These may be returned to the Printer at Printer's cost if so requested.

Section 21. No overtime shall be charged by the Printer unless prior written approval is secured from the Director of Student Publications and Printing, Nicholls State University, Thibodaux, LA.

Section 22. The above prices are F.O.B. Nicholls State University, Thibodaux, LA.

The above bid response is submitted by:

FIRM _____

BY _____

SIGNATURE _____

TITLE _____

DATE _____

PHONE _____

FAX _____

FEDERAL ID # _____

BID SUBMISSION CHECKLIST

- _____ Certification statement w/original signature
- _____ Bid prices provided on the bid sheet(s) provided
- _____ Certificate of Insurance*
- _____ Illustrative literature for items offered as equivalent

BID SUBMISSION DEADLINE:
 Bid submissions for this solicitation are **due on 04/24/2024 at 3:00PM CST** – must be received electronically at bids@nicholls.edu. There are no exceptions to this deadline.

BID OPENING:
 The public bid opening will take place on **04/24/2024 at 3:00PM CST** on Zoom, which is available for viewing by registering at <https://nicholls-edu.zoom.us/j/86046523859?pwd=Z0VNaUNISStOM05WaTI4aUJSL2VNUT09>

ZOOM MEETING ID: 860 4652 3859 **PASSWORD:** 500464

Opening of the bid submissions begins at five (5) minutes past the hour.

For further information about the bid or to view job/delivery site, prospective bidder is to email the Purchasing Staff Members Contact Information provided on page 1

BID SHEET (continued)

PAYMENT OF TAXES

Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for items, services, or work under this solicitation or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing materials to be procured under this solicitation.

ADDENDA ACKNOWLEDGEMENT(S)

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (if applicable):

- ADDENDUM NO. _____ DATED: _____
- ADDENDUM NO. _____ DATED: _____
- ADDENDUM NO. _____ DATED: _____

FIRM NAME _____

LOUISIANA CONTRACTOR’S LICENSE NUMBER: Not Applicable ``

SIGNED BY (signature) _____

SIGNED BY (printed) _____

By submitting your bid, you are acknowledging that you understand and agree that your company is capable of supplying the products/services in the timeline you have provided for the price(s) submitted in your bid.

Nicholls State University reserves the right to reject any or all bids submitted.

CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address _____

B. Telephone Number with area code: (____) _____

C. Facsimile Number with area code: (____) _____

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

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
3. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
4. Bidder confirms that its bid will be considered valid until award is made.
5. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
6. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)
7. **FEDERAL CLAUSES, IF APPLICABLE:** Should Federal Funds be utilized in this procurement transaction, the following clauses apply:
ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.
ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.
ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statues required in the Anti- Lobbying Act and the Debarment Act.

Professional Job Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

Date: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number																				
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Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they