



Nicholls State University

INVITATION TO BID

Bid Number: SB01885

DATE: 04/04/2024

TITLE: Pay to Print Student Printing Management Services

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.

- 11. Quantities listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to **increase or reduce** quantity as needed if in the best interest of the University.
- 12. Bid Bonds: If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION: BID BOND REQUIRED: Yes No
 PERFORMANCE BOND REQUIRED: YES NO
 PURCHASE WILL BE EXECUTED WITH: Purchase Order Only
 Purchase Order and Formal Two Party Contract
 Formal Two Party Contract Only

ADVERTISEMENT

April 04, 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 SB01885–Pay to Print Student Printing Management Services”**

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

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1.0 SCOPE:

- 1.1 Execute a contract with an experienced, responsible, qualified vendor to furnish and manage pay-to print student printing management services on the campus of Nicholls State University.
- 1.2 The intent of this program is to provide cloud-based desktop print stations at locations on the campus. This program should:
 - 1) Contain printing cost for the campus community;
 - 2) Provide fair and equitable access to print services in the most cost-effective and student centered manner; and
 - 3) Reduce waste by providing financial and educational incentives to conserve resources.
- 1.3. The vendor managed pay-to print management system shall include the printer, touchscreen, print vending software, maintenance, supplies, 24 hour/7 days service and support, and integrated secure financial services.

Vendors must be a company normally engaged in providing vendor managed pay-to-print services.

The vendor's bid response should include the company's qualifications to meet the requirements of the bid specifications and terms of past and current experience.

Vendor Management Team must have at least 5 years in the pay to print industry.

All equipment included per the contract will be owned and maintained by the awarded Vendor.

Vendor provided equipment specifications must be compatible with size and space availability at the designated University sites and locations, and the current and future IT infrastructures; and be scalable across the campuses.

The University reserves the right to request any additional information.

- 1.4 The vendor awarded the contract shall be responsible for the delivery and installation of the equipment, implementation, maintenance and support of the services, and overall management of the pay-to-print system.

2.0 PAY-TO-PRINT SOLUTION AND SYSTEM REQUIREMENTS:

A. Desktop Cloud Print Station: Quantity (3)

One (1) – Peltier Hall, One (1) - Powell Hall, One (1) Student Union

15" All-In-One Touchscreen

- Includes Magnetic Card Reader & NFC Touchless Reader
- 42 Page Per Minute Mono/Color Laser Printer, 110 v AC, 50hz-60hz, grounded three prong plug

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B. Low Profile Kiosk Cloud Print Station: Quantity Two (2)-

One (1) each to be placed on the first and second floors of Ellender Memorial Library

Cloud Based Print Device/Unit/Kiosk to include a complete freestanding turnkey kiosk, Magnetic Stripe Reader, touch screen monitor. Device size shall be no larger than 25" Wide X 30" Deep in order to keep the footprint of the device as small as possible. Height for kiosk should be no higher than 43"t for a ADA accessibility. 42 Page Per Minute Mono/Color Laser Printer, 110 v AC, 50hz-60hz, grounded three prong plug

- University will provide outlet and Ethernet cable

Equipment should be provided with.

- UPS (Battery Back Up)
- Cloud Print Management Software
 - All Security patches are to be managed by the vendor in their cloud
 - All Software updates are managed by WEPA in our cloud
- Toner, consumables, parts, and paper
The University Information Technology Department shall provide on-site trouble shooting for system problems and errors, and replace vendor supplied toner, drums, fuses, and paper for the equipment installed on the campus. An on-campus storage location shall be provided to the vendor to store the materials referenced.
- Vendor managed Payment Gateway - MUST BE PCI COMPLIANT
 - Nichols Colonel Card (Blackboard Transact System) (at printer location)
 - Credit Cards/Debit Cards (at printer location/web/mobile ap_
 - Venmo (mobile app)
 - PayPal (web or mobile app_
 - ApplePay (web or mobile app)
 - Vender Pre-Paid Cards
- Integration with Student Authentication platform and University Colonel Card (Blackboard Transact)
- 7 – Print Upload Methods
- Touchless Express Print (Mobile App with NFC technology)
- Helpdesk Support for Students and Staff (Vendor will manage all refunds)
- Service and Support
- Real-time Printer Status Dashboard including automated alerts and notification system
- Real-time Print Statistics Page
- Provide Network security protocols, antivirus software, and malware software protections
- Interface with the University network and information systems in a secure fashion
- Users of the solution should be able to delete or release print jobs from any machine across the network.
- The vendor shall communicate all changes and their impact to the user to the designated University personnel.
- The University requires that the vendor provide the Information Technology Department a monthly print analysis print statistics to designated University personnel which will include detailed information: kiosk/desktop printer locations, total pages printed, total print jobs across campus, total pages and total print jobs printed per kiosk/desktop printer, breakdowns of total print jobs submitted by web-upload, file-to-file print, and USB/Flashdrive, and maintenance data with mean-time-to-repair.

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- 3.0 The University requires that the price for monochrome printings all be no higher than \$0.08. cents per mono single page and \$0.15 cents per mono double page, and \$0.35 cents per color single page and \$0.68 cents per color double page. (Double page indicates printing on front and back of a single page)
- 4.0 Contract Term: The initial term of contract between the University and the successful bidder will be for a three (3) year period beginning July 01, 2024 through June 30, 2027. At the option of the University and acceptance by the Vendor, this contract may be renewed for two (2) additional one (1) year periods. The contract shall not exceed five (5) years.
- 5.0 Termination:
- 5.1 Termination for Convenience: The contract may be terminated by either party by issuance of a one hundred twenty (120) day advance notice in writing.
- 5.2 Termination for Cause: The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the state to cure the defect.
- 5.3 Fiscal Funding: The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, 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 appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The vendor awarded the contract agrees to remove all equipment from the University campus upon expiration or termination of this contract.

- 6.0 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- 7.0 Non-Discrimination

Both Parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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Both Parties agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by either Party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

8.0 Colonel Card (Student & Faculty/Staff Stored Value Plan/ All Access I.D. System)

In September of 2002, the University installed an All Access/LO. system that incorporates a value stored plan that students can deposit money into, and use those funds via the card to purchase items from vending machines on campus equipped with card readers. The printer equipment placed on campus under this solicitation will be required to be compatible with that system.

At the end of the month, a report is provided by the Colonel Card Office that details the total gross monthly sales figure for prints purchased with the card. The University will remit payment to the vendor providing the printing equipment.

9.0 The vendor awarded the contract may actively provide marketing promotions through the printing kiosk/desk top printers that may include the locations of the kiosks/desk top printers on the campus. All advertisements, marketing campaigns and/or promotions shall be approved by the University prior to displaying on screens.

10.0 It is agreed by both parties to this contract that the Legislative Auditor of the State of Louisiana and/or Nicholls State University shall have the right to audit all accounts, records, and documents of the Vendor which relates to this contract.

All applicable taxes and permits, Federal, State, Parish, and City, shall be paid by the Vendor.

11.0 Sub-Contracts and Assignment: The successful bidder shall not sub-contract nor assign this contract without written permission of the University.

12.0 Insurance: The Vendor awarded the contract shall comply with the attached "Standardized Insurance Requirements For State Agency Contracts" as part of this contract. The successful Vendor shall procure Workmen's Compensation for the limits specified in Louisiana Law, Employer's Liability, and Auto Liability Insurance with an insurance company licensed in the State of Louisiana Proof of said coverage must be submitted to the University prior to commencing operations by the issuance of a certificate of insurance. The certificate shall name the contract it was issued for, and name Nichol ls State University as an additional insured and grant a waiver of subrogation.

13.0 The Vendor awarded the contract shall furnish a photocopy of the company's authority to do business in the State of Louisiana pursuant to Louisiana Revised Statute 12:301 upon request. If bidder does not presently possess such Certificate of Authority, then the proposer should with urgency contact the Louisiana Secretary of State Corporations Division ([225-925-4704](tel:225-925-4704)) regarding application. Application process may take several weeks to secure certificate and time is of the essence.

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Item 1: Pay to Print Desk Top Unit: \$_____ per month

X 12 Months = \$_____ Total Annually per unit

X 3 Units = \$_____ Total Annually all desk top units

Item 2: Pay to Print Kiosk Unit \$_____ per month

X 12 Months = \$_____ Total Annual per unit

X 2 Units = \$_____ Total Annual all kiosk units

Item 3: Set up and implementation cost per unit: \$_____ ea. X 5 = \$_____ Total

Item 4: Shipping cost per unit : \$_____ ea. X 5 = \$_____ Total

TOTAL NET LUMP SUM – ITEM 1 + 2 + 3 + 4 = \$_____

BID SUBMITTED BY: _____
(Print or Type Name)

COMPANY NAME: _____

E-MAIL: _____

PHONE: _____

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 **04/04/2024 at 3:00PM CST** on Zoom, which is available for viewing by registering at <https://nicholls-edu.zoom.us/j/86046523859?pwd=Z0VNaUNISStOM05WaTI4aUISL2VNUT09>

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.