

INVITATION TO BID	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	BID DUE DATE & TIME January 30, 2015 11:00 A.M.
TITLE: PRINTING LIBRARY'S CALENDAR OF EVENTS	RETURN BID TO: PURCHASING DIVISION PO BOX 1471 222 St. Louis Street, Room 826 BATON ROUGE, LA 70802 Purchasing Contact: Arielle Williams Telephone: (225)389-3259 Email: apwilliams@brgov.com	
ANNUAL CONTRACT NO. A15-0636		
Contract Period: 12 Months From Date of Award		
AD DATE: January 14, 2015 & January 21, 2015		
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

F.O.B.: DESTINATION TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The undersigned signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. After opening, bids may not be withdrawn for a period of sixty (60) days.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be signed. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.

13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brgov.com, or by calling the Purchasing Department at 225-389-3259.
19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
20. City - Parish purchases are exempt from state and local taxes.
21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
22. The City - Parish is an equal opportunity employer.
23. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES ___ NO ___. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
24. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
25. Accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

26. 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 their 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 as required by Louisiana Law.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies 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 <http://www.sam.gov>
28. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

FEDERAL CLAUSES, IF APPLICABLE.

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 is 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 statutes required in the anti-lobbying Act and the debarment act.

Additional Requirements

Vendors will be required to submit 1 original Affidavit

Termination for Cause: The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

Termination for Convenience: The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

Termination for Non-Appropriation Clause: Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

Payment Terms: Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

CITY OF BATON ROUGE,
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION

PROPOSAL FORM FOR ANNUAL CONTRACT **A15-0636**

It is the intent of this proposal to establish prices for an annual contract to provide for the printing and delivery of calendar of events for the East Baton Rouge Parish Library. The evaluation of the product offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

ITEM NO	DESCRIPTION	Quantity	Price
1.	16 page self-cover 2color	7 M	\$ _____
2.	16 page self-cover 2color	7.5 M	\$ _____
3.	16 page self-cover 2color	Each additional 100	\$ _____
4.	16 page self-cover full color	7 M	\$ _____
5.	16 page self-cover full color	7.5 M	\$ _____
6.	16 page self-cover full color	Each additional 100	\$ _____
7.	20 page self cover 2color	7 M	\$ _____
8.	20 page self-cover 2color	7.5 M	\$ _____
9.	20 page self-cover 2color	Each additional 100	\$ _____
10.	20 page self-cover full color	7 M	\$ _____
11.	20 page self cover full color	7.5 M	\$ _____
12.	20 page self-cover full color	Each additional 100	\$ _____

ITEM NO	DESCRIPTION	Quantity	Price
13.	24 page self-cover 2color	7 M	\$_____
14.	24 page self-cover 2color	7.5 M	\$_____
15.	24 page self-cover 2color	Each additional 100	\$_____
16.	24 page self-cover Full color	7 M	\$_____
17.	24 page self-cover Full color	7.5 M	\$_____
18.	24 page self-cover Full color	Each additional 100	\$_____
19.	28 page self cover 2color	7 M	\$_____
20.	28 page self-cover 2color	7.5 M	\$_____
21.	28 page self-cover 2color	Each additional 100	\$_____
22.	28 page self-cover Full color	7 M	\$_____
23.	28 page self-cover Full color	7.5 M	\$_____
24.	28 page self-cover Full color	Each additional 100	\$_____
25.	28 page self-cover 2color	7 M	\$_____
26.	32 page self-cover 2color	7.5 M	\$_____
27.	32 page self-cover 2color	Each additional 100	\$_____
28.	32 page self cover Full color	7 M	\$_____

ITEM NO	<i>DESCRIPTION</i>	Quantity	Price
29.	32 page self-cover Full color	7.5 M	\$_____
30.	32 page self cover Full color	Each additional 100	\$_____
31.	Prepare 1,850 copies for mailing, includes folding, tabbing & postage.	1,850	\$_____
32.	Each additional 100 copies prepared for mailing	100	\$_____

Specifications

Printing Library's Calendar of Events, "The Source"

GENERAL: The intent of this specification is to provide for the printing and delivery of a calendar of events, titled "The Source", for the East Baton Rouge Parish Library. "The Source" is to be printed monthly according to the specifications listed below and delivered to the Main Library on Goodwood Boulevard. The final documents will be provided on a print-ready pdf, formatted to the printer's specifications.

SCOPE: The basic calendar will consist of sixteen (16) pages, self-cover, 8 ½" x 11" final size, printed front and back and stapled. Several issues will contain 20, 24, 28 or 32 pages.

INK COLOR: Two-color, Black and one PMS color which may change per issue. Bleeds and screens will be included in each issue. Upon occasion, the issue will be full color.

PAPER: #70 White Cougar Opaque Text

QUANTITY: A total of 7,000 calendars will be printed each month, with the exception of approximately 3 issues which will require the printing of additional calendars.

POSTAGE AND MAILING: The Library will provide a mailing list database in Access file. Database file to be CASS (Coding Accuracy Support System)-certified, inkjet addressed, with bar codes and tabs applied to approximately 1,850 copies which have been folded to 8½" x 5½". Addressed pieces to be sorted, boxed/sacked and delivered to the Post Office. Folded copies not included in mail-out shall be addressed c/o the Public Relations Department (telephone 225/231-3710) and delivered promptly to the Shipping Room of the Main Library at Goodwood, accessed through the BREC Theatre parking lot at 7800 Independence Blvd.

DELIVERY: Vendor will have two (2) days to provide proof after receipt print-ready pdf, one (1) day for corrections and second proof. "The Source" shall be printed, delivered and mailed within three (3) working days after final approval of proof. Calendars must be delivered during regular business hours (Monday – Friday, 8:00 a.m. – 4:45 p.m.) to the Shipping Room of the Main Library at Goodwood, accessed through the BREC Theatre parking lot at 7800 Independence Blvd.

NO SHIPPING & HANDLING OR DELIVERY CHARGES WILL BE PAID IN ACCORDANCE WITH THIS CONTRACT.

SUBSTITUTIONS: Vendor must supply samples with bid.

TIME LINE:

- The print-ready pdf will be sent to the printer by Lunar Graphics, the local graphic designer.
- First proof shall be provided to the Library within 48 hours of delivery from Lunar Graphics. Mailing list will be provided to printer at this time.
- The printer will make all corrections on the proof. Vendor will provide second proof, if necessary, within 24 hours for approval.
- Printer will have three (3) working days to print, deliver and mail publication after final approval of proof.

BIDDER'S ORGANIZATION BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____, a Corporation organized under the laws of the State of _____ and domiciled in _____

was held this _____ day of _____, 20 _____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, hereby certify that I am the Secretary of _____ a corporation created under the laws of the State of _____ domiciled in _____ that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____ 20_____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This _____ day of _____, 20_____.

SECRETARY

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the _____day of _____, 20 ____, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____(herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title

Contract Period

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. The Contractor's Proposal with all attachments.
 - B. The Specifications
 - C. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. RIGHT TO AUDIT: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

By: _____
Melvin L. "Kip" Holden, Mayor-President

Contractor

WITNESS:

By: _____
(Typed Name and Title)

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____

receiving value for services rendered in connection with the

A15-0636

PRINTING LIBRARY'S CALENDAR OF EVENTS

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this ____ day of _____ 20 _____.
Baton Rouge, Louisiana.

NOTARY PUBLIC