

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Terrebonne Parish School Board will receive sealed bids at its Purchasing Department office located at 340 St. Charles Street, Building #3, Houma, Louisiana until the hour of One o'clock (1:00 P.M.) on the afternoon of Tuesday, April 17, 2018 for Milk and Milk Products, Juice, Supplies and Disposables, and Fresh Fruits and Vegetables.

Bids will be opened and publicly acknowledged at the hour of 1:30 P.M. on the afternoon of Tuesday, April 17, 2018, in the Auxiliary Services Conference Room, 340 St. Charles Street, Building #3, Houma, Louisiana 70360.

Specifications, terms, and conditions for bids may be obtained from Child Nutrition Program, Terrebonne Parish School Board, P.O. Box 5097, Houma, Louisiana 70361 or 340 St. Charles Street, Building #3, Houma, Louisiana 70360 or phone (985) 876-7407, Ext. 223.

Pursuant to RS 38:2212 (E) passed in Louisiana's Legislative Regular Session in 2008, the Terrebonne Parish School Board has partnered with BidSync LLC and Vendor Registry to distribute bid solicitations. Registration with Vendor Registry is completed at their web site www.vendorregistry.com or the school district's website, www.tpsd.org under the Purchasing Department tab. Electronic bid submissions will be accepted through BidSync only. Bidders are able to register with BidSync at www.bidsync.com or call Vendor Support at 801-765-9245. There is a \$100.00 fee to register, receive e-mail, fax notifications of bids, and respond electronically to bids. An electronic signature must be provided to submit a bid electronically. The referenced signature is not included in the \$100.00 fee and is available from third party companies.

Terrebonne Parish School District accepts no responsibility for technical difficulties which may occur during submittal of the bid.

Bidders are cautioned to allow ample time for transmittal of bids/proposals by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. Failure of the U.S. Mail or any carrier of delivery service to deliver the bid/proposal in a timely manner shall not be considered due cause for the scheduled time of the bid opening to be extended.

The Terrebonne Parish School Board accepts no responsibility for contacting any vendor, failure to contact a vendor, or a vendor not receiving information regarding this bid. This bid has been properly advertised, and it is the sole responsibility of any and all Vendors to request and submit bids as advertised.

The Terrebonne Parish School Board reserves the right to reject any and all bids for just cause.

Mr. Roger Dale DeHart, Board President
TERREBONNE PARISH SCHOOL BOARD

Publication Date: Thursday, March 22, 2018
Thursday, March 29, 2018

**TERREBONNE PARISH SCHOOL BOARD
CHILD NUTRITION PROGRAM
340 ST. CHARLES STREET, BUILDING #3
HOUMA, LA 70360**

GENERAL CONDITIONS FOR FRUIT JUICE

INSTRUCTIONS: Notice is hereby given that Terrebonne Parish School Board will receive sealed bids at its Purchasing Department, 340 St. Charles Street, Building #3, Houma, Louisiana until the hour of 1:00 pm (CST) on the afternoon of Tuesday, April 17, 2018 for Fruit Juice for all cafeterias of the Terrebonne Parish School Board effective July 1, 2018 through June 30, 2019.

Specifications for this Bid consist of all requirements within the packet inclusive of but not limited to the Advertisement for Bids, Instructions to Vendors, Bid Checklist, Standard Terms and Conditions, Specifications, Bid Form(s) and various federal forms. Vendors should carefully read all Bid documents and submit their Bid in accordance to ALL the requirements therein.

Vendors are encouraged to contact the Child Nutrition Program for clarification if there is a question regarding any aspect of the Bid. **PLEASE DO NOT MAKE ASSUMPTIONS. DO NOT HAVE YOUR BID REJECTED DUE TO A CARELESS ERROR OR FAILURE TO MEET ALL SPECIFICATIONS.**

It is the responsibility of the vendor to check their Bid before submittal to assure that ALL specifications have been met and all documents requiring a signature, etc. have been properly completed. Failure of a vendor to comply with ALL specifications will be just cause for the Terrebonne Parish School Board to reject the submitted Bid.

Vendors must quote prices for furnishing 100% juice to all public school cafeterias (see attachment A) of the parish. Any bid submitted not furnishing and delivering 100% juice to certain selected schools will be declared irregular and rejected. Minimum six point zero (6.0) ounce containers of 100% juice are to be delivered to individual school cafeterias on a weekly basis. **The bid will be awarded all or none basis.** All prices on this bid are held firm for the period of 60 days from bid opening.

Nutritional analysis and/or food label shall be submitted on the product bid. It is our preference that the required nutritional analysis and/or food label be submitted with the bid or submitted under separate cover; however, they may be submitted until the hour of 3:00 P.M. on Thursday, April 19, 2018. Failure to submit the above referenced items by the 3:00 P.M. deadline will be just cause to reject the bid on the associated product.

The quoted amount is an indication of the possible purchases for the bid period, it is based on last year's purchases of approximately \$170,000.00; but it is not a guarantee of the total amount to be purchased with this bid.

The Terrebonne Parish School Board reserves the right to select any part of the bid/quote or the whole bid/quote as well as reject any and all bids/quotes received for just cause. Further, the Terrebonne Parish School Board reserves the right to use State or Government contract pricing which is lower than bid/quote prices received.

Bids must be submitted on the official attached bid form or via BidSync in a timely manner. Any bid submitted that is not on these forms will be declared irregular and rejected. All listed requirements apply to bids submitted on paper or electronically through BidSync.

The Terrebonne Parish School District does not accept responsibility for bids not received via BidSync due to technical difficulties.

It is our preference that **EACH and EVERY FORM is signed and returned in the bid submittal** to the Purchasing Department at 1:00 P.M. on **Tuesday, April 17, 2018**, located at 340 St. Charles Street, Bldg. #3, Houma, LA 70360. The following forms: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions form, Certification Regarding Lobbying form, Disclosure of Lobbying Activities form, Certificate of Independent Price Determination form, Buy America Provision form, Owner Disclosure Certificate, and Cuts and Descriptive Literature should be returned with the bid, but no later than 3:00 P.M. on Thursday, April 19, 2018. Forms not signed and/or received in the Bid, shall be signed, scanned and e-mailed or faxed within 48 hours of Bid opening. The original shall be sent by USPS or hand delivered within ten (10) days of the Bid opening. Failure to comply shall result in your Bid being rejected.

Terrebonne Parish School Board encourages small business, minority owned business, and women owned businesses to participate in the bid process.

All listed requirements apply equally to bids submitted on paper or electronically through BidSync.

BID SUBMISSION: Sealed Bids will ONLY be accepted from one of the following options:

1. Electronic Submission via BidSync.com
2. Hand Delivery – 340 St. Charles Street, Building #3, Houma, LA 70360
3. Mail – 340 St. Charles Street, Building #3, Houma, LA 70360

Sealed bids will be received by the Purchasing Department, Terrebonne Parish School Board, 340 St. Charles Street, Building #3, Houma, LA 70360 not later than **1:00 P.M. on Tuesday, April 17, 2018**. Bids will be opened and publicly acknowledged at **1:30 P.M. on Tuesday, April 17, 2018, in the Purchasing office at 340 St. Charles Street, Building #3, Houma, LA 70360**. The public is invited.

The envelope containing the bid must be marked **"FRUIT JUICE"**. Do not abbreviate. Envelopes should be marked exactly as stated. The name and address of the firm should appear on the envelope in the upper left hand corner. (See Attachment A) If you use an outer envelope, the same information is required on the outer envelope.

Name or Firm
Physical or Mailing Address
City, State Zip

Purchasing Department
Terrebonne Parish School Board
340 St. Charles Street, Building #3
Houma, LA 70360

Fruit Juice

BUY AMERICAN PROVISION: The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210 & 7CFR Part 250.

The use of exceptions to the Buy American provision will be at the Child Nutrition Program representative's discretion. To be considered for an alternative or exception a written request must be submitted in writing with this bid. All items to be considered must have the price of domestic food alternative substitute and the availability of the domestic alternative substitute in relation to the quantity ordered.

The request must include the:

- A. Alternative substitute (s) that are domestic and meet the required specifications:
 - 1. Price of the domestic food alternative substitute (s); and
 - 2. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
- B. Reason for exception: limited/lack of availability or price (include price)"
 - 1. Price of the domestic food product; and
 - 2. Price of the non-domestic product that meets the required specification of the domestic product.

By submitting and signing this bid, the bidder acknowledges and certifies that his/her company complies with the Buy America provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes substantially means over 51 percent of the processed food is from American-produced products. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

CLEAN AIR ACT (42 U.S.C. 7401-7971q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387): As amended – contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).

SAMPLE: When bidding on a product that is not pre-approved a sample is required including serving size, units per case/container and the case size/weight. We reserve the right to determine product acceptability based on sampling. It is our preference that samples be submitted prior to the bid opening. Samples not received by the Child Nutrition Department or Purchasing Department located at 340 St. Charles Street, Building #3, Houma, LA 70360 by 3:00 P.M. on Thursday, March 29, 2018, will not be accepted and will be cause to reject the bid on that item. Samples shall be furnished at no expense to the School District, properly marked for identification. The School District reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not mutilated or destroyed, when no longer required to be retained in connection with the award or delivery of foods, will be returned at the vendor's expense if such return is requested.

DELIVERY: Juice delivery shall be between the hours of **6:30 a.m. to 2:00 p.m** to all schools indicated on attachment B. In case of failure to deliver to any school, the School Board reserves the right to purchase 100% juice and charge the contractor for 100% juice delivery, and any Federal or State reimbursement lost by the Parish. Furthermore, the School Board reserves the right to revoke the contract if service, product or packaging is not satisfactory.

DEFAULT TO DELIVER AND PRICE CORRECTION: The Child Nutrition Program reserves the right to cancel that portion of the order which the vendor has failed to deliver at the specified time. The vendor is responsible for issuing a credit memo or corrected invoice.

DISQUALIFICATION: Failure to deliver products which meet specifications will result in the re-awarding of the "all-or-none" bid to the second lowest bidder.

INVOICES: Invoices must contain complete product information (i.e. brand name, packaging information, and country of origin). All illegible or incorrect invoices will be returned for re-working without penalty to the Terrebonne Parish Child Nutrition Program. Legible invoices for the items delivered and accepted shall be submitted by the vendor, in duplicate, to the place of delivery. The Child Nutrition Manager will sign all invoices acknowledging merchandise delivered for cafeteria use. The Merchandise will be checked for quantities, prices and specification compliance. If discrepancies occur, they will be noted on this invoice and vendors must send a corrected invoice to the Child Nutrition Program.

STATEMENTS: Statements for all food shall be submitted to the Terrebonne Parish Child Nutrition Program, P.O. Box 5097, Houma LA 70361, ATTN: Harriet Lewis. Monthly statements shall be submitted in duplicate on the vendor's regular form, to include the last school day of each calendar month.

EXCLUSION/REJECTION OF BIDS: The School Board, after the opening of bids, shall require each bidder or bidding entity to attest or submit an attestation that the sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity, has not been convicted of, or has not entered a plea of guilty or nolo contendere (no contest) to any of the crimes or equivalent federal crimes listed in La. Rev. Sta. Ann. §38:2227.

In awarding bids or contracts, the School Board shall be authorized to reject the lowest bid from a business in which any individual with ownership interest of five percent (5%) or more has been convicted of, pled guilty or nolo contendere to any state felony crime or equivalent federal crime committed in the solicitation or execution of a contract or bid under the state laws governing public contracts; professional, personal, consulting, and social services procurement; or the Louisiana Procurement Code.

Any contract between the School Board and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void.

Any person whose conviction causes the nullity of a contract shall be responsible for payment of all costs, attorney fees, and damages incurred in the rebidding of the contract.

INSURANCE: Successful bidder must provide Terrebonne Parish School Board with certificate of insurance meeting all requirements as stated in Standard Terms and Conditions. Note: Certificate of Insurance shall remain in effect for entire duration of the bid award. Standard Terms and Conditions are part of the bid. Please read and be familiar with all terms. (See Attachment C)

INQUIRIES: Further information regarding this bid may be obtained from Ms. Monica Walther, MS, RD, LDN, Supervisor of Child Nutrition Program, Terrebonne Parish School Board, 340 St Charles Street, Building #3, Houma, Louisiana 70360. Telephone: (985) 876-7407, ext. 258. The question and answer period closes on March 29, 2018 at 2:00pm.

The Terrebonne Parish School District, Child Nutrition Program is funded 89 % with federal funds for a total of approximately \$8,091,691.00 per year.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that met the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145): The vendor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).

CONTRACT WORK HOURS AND SAFETY STANDARD ACT (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 372 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SIMPLIFIED ACQUISITION THRESHOLD: Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (Appendix II of 2 CFR Part 200(A)).

TERMINATION FOR CAUSE AND FOR CONVENIENCE: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement (Appendix II of 2 CFR Part 200(B)).

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract award (see 2 CFR 180.222) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549 (Appendix II of 2 CFR Part 200(H)).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 132. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

REMEDIES FOR VIOLATION OF CONTRACT TERMS AND TERMINATION FOR CAUSE AND CONVENIENCE: Contract provisions required by 2 CFR Parts 3016.35(i), as applicable.

- i. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- ii. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- iii. Notice of awarding agency requirements and regulations pertaining to reporting.
- iv. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- v. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- vi. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds \$10,000.00** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines(2 CFR Part 200.322)

The vendor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321)

CIVIL RIGHTS STATEMENT: The vendor shall comply with the following civil right laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*.

This institution is an equal opportunity provider.

Mr. Roger Dale DeHart, President
TERREBONNE PARISH SCHOOL BOARD

TERREBONNE

Parish School District

STANDARD TERMS AND CONDITIONS

SCOPE

These Standard Terms and Conditions are pertinent to each Invitation for Bid (IFB), Request for Quote (RFQ), or Request for Proposal (RFP), and each contract, and apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations for Bids, Requests for Quotes, or Requests for Proposals issued by the Terrebonne Parish School Board will bind the bidder to the terms and conditions set forth herein, except as specifically qualified in a special Bid, Quote, or Request for Proposal and contract terms and conditions issued in connection with an individual Bid, Quote, or Proposal.

DEFINITIONS

As used herein, as well as in all specifications, Bids, Quotes, or Request for Proposals, awards or contracts issued by the Terrebonne Parish School Board, the following definitions shall apply, unless otherwise indicated:

Agent - Purchasing Agent of the Terrebonne Parish School Board

Bid - The document comprised of an invitation, instructions, and specifications to submit a Bid, Quote, or Request for Proposal for commodities or services.

Bidder - Any individual, firm, or corporation submitting a Bid, Quote, or Proposal

Contract - The acceptance by the Terrebonne Parish School Board of an offer by a bidder to furnish commodities or services

Contractor - Any individual, firm, or corporation to whom a contract is awarded as the result of a Bid, Quote, or Proposal submitted and accepted

Electronic Bid - A Bid, Quote, or Proposal submitted through a uniform and secure electronic interactive bidding system

Bid or Proposal - The offer of a bidder to furnish commodities or services in response to a Bid, Quote, or Request for Proposal (RFP)

School Board - The Terrebonne Parish School Board/Public School System and Sub-Agency of the State Government of Louisiana

Any alleged oral agreement or arrangement made by a bidder or contractor with any employee of the Terrebonne Parish School Board prior to the official award of this Bid, Quote, or Proposal will be disregarded.

INQUIRIES

An initial inquiry period has been firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions SHALL be in writing and received by the close of business on the Inquiry Deadline Date set forth in the Calendar of Events. Further, the school district realizes that additional questions or requests for clarification may generate from the School District's addendum responses to the inquiries received during the initial inquiry period. The school district will make every attempt to clarify questions; however, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by an addendum issued as a result of the deadline to receive inquiries period.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any TPSD employee or consultant. TPSD shall only consider written and timely communications from bidders.

Inquiries shall be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the School Board. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all perspective bidders. Inquiries concerning this solicitation may be mailed to Terrebonne Parish School District Purchasing Department, Terrebonne Parish School Board, P. O. Box 5097(70361)/340 St. Charles Street, Houma, Louisiana 70360, faxed to (985) 868-2738, or emailed to [E-mail: purchasing@tpsd.org](mailto:purchasing@tpsd.org)

SUBMISSION OF BIDS, QUOTES, AND PROPOSALS

Bids, Quotes, or Proposals must be submitted on, and in accordance with, all specifications and form(s) supplied in the Bid, Quote, or Request for Proposal package. Pursuant to RS 38:2212 (E), the Terrebonne Parish School Board has partnered with BidSync, LLC and Vendor Registry to distribute bid solicitations and/or collect responses. BidSync.com allows contractors and vendors the ability to respond with an electronic signature through a uniform and secure electronic interactive bidding system. Electronic responses placed on www.bidsync.com will be accepted as specified in each bid/quote/proposal. Terrebonne Parish School Board accepts no responsibility for any technical failures via BidSync for bid/quote/proposal(s) at any time during the bid process. Electronic responses placed on www.bidsync.com or the www.vendorregistry.com will be accepted as specified in each bid/quote/proposal. Bidders participating with the BidSync option need to register with BidSync to obtain a user name and password or call Vendor Support at (801) 765-9245. There is a \$100.00 fee to register and receive e-mail or fax notifications of bids and includes the ability to respond electronically, using the required electronic signature, to Terrebonne Parish School Board bid solicitations through the BidSync website. Where applicable, and in all construction projects, an electronic bid bond is also required and must be furnished. The referenced signature and bond are not included in the \$100.00 fee and are available from third party companies. Vendors participating with the

vendorregistry.com option through the TPSB website may register, inquire, and/or submit only a quote or proposal that does not require an electronic signature

Telegraphic or facsimile Bids, Quotes, or Request for Proposals will not be accepted unless specifically stated in the instructions to bidders. When acceptance is so stated in the instructions, the Bid, Quote, or Proposal is to be completed on the form(s) supplied or a copy thereof, completely executed and returned, and received by the Purchasing Agent, no later than the time and date specified for receipt of the Bid, Quote, or Request for Proposal. Forms must have original signatures except when telegraphic, facsimile, or electronic digital signatures are specifically stated as acceptable. Bids must be completed on the original bid form(s) or a copy thereof, signed in ink, and/or where applicable, have a digital signature. Do not send a fax copy of the bid form(s) as the original. The form(s) submitted must have the original signature(s) or an electronic digital signature.

The time and date the Bids, Quotes, or Proposals are to be opened is given in each Bid, Quote, or Proposal issued. All of the Bids, Quotes, or Proposals shall be submitted electronically, or in a sealed envelope, addressed to the Purchasing Department, Terrebonne Parish School Board, P. O. Box 5097, Houma, Louisiana 70361, with the envelope plainly marked, "FRUIT JUICE". Failure to properly mark Bid, Quote, or Proposal properly shall subject submittal to rejection and returned unopened. The name and complete address, including street, city, and state, of the bidder **shall appear** in the upper left hand corner of the envelope. If the Bid, Quote, or Proposal requires a licensed contractor, the Louisiana Contractor's License number shall appear on the front of the envelope. A copy of same may be included with the Bid, Quote, or Proposal. The referenced information should also be included on any outer envelope used for mailing.

Bidders are cautioned to verify their Bid, Quote, or Proposal before submission. Amendments to a received Bid, Quote, or Proposal submitted prior to the specified time for opening by the Purchasing Agent will not be considered. This applies to all Bids, Quotes, or Proposals sent by mail, delivered in person, submitted electronically, as well as telegraphic, and facsimile Bids, Quotes, or Proposals. Bids, Quotes, or Proposals received prior to the time and date of the scheduled bid opening will be securely kept unopened. No Bid, Quote, or Proposal received after the scheduled time for opening will be considered. Bidders are cautioned to allow ample time for transmittal of Bids, Quotes, or Proposals by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. Failure of the U.S. Mail or any carrier of delivery service to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

Bids, Quotes, or Proposals may be submitted for all or part of total quantities or for any or all agency requirements listed in the Bid, Quote, or Proposal, **unless otherwise specified** in the Bid, Quote, or Proposal.

If the bidder proposes to furnish any item of a foreign make or product, the word "foreign", together with the name of the originating country must be written opposite of such item on the Bid, Quote, or Proposal. All items not so designated will be considered to be of domestic origin.

Prices must be extended in decimals, not fractions; to be net, and shall have transportation and delivery charges fully prepaid by the contractor to the destination specified in the Bid, Quote, or Proposal, and subject to only cash discounts.

If there is a discrepancy between the unit price and extension, the unit price shall prevail.

All bidders declare that the Bid, Quote, or Proposal is not made in connection with any other bidder submitting a Bid, Quote, or Proposal for the same commodity or commodities, and is in all respects fair, and without collusion or fraud.

All Bids, Quotes, or Proposals will be opened, publicly acknowledged, read aloud, and are subject to public inspection. Bidders may be present or represented at all openings. Abstracts of Bids, Quotes, or Proposals received are not prepared for distribution by the Purchasing Department.

ALTERNATES AND SAMPLES

All specifications are minimum standards and the acceptable Bid, Quote, or Proposal samples do not supersede specifications for the quality unless the Bid, Quote, or Proposal sample is judged superior, in which case deliveries must have the same identity and quality as the accepted Bids, Quotes, or Proposal sample. Unless specifically requested in the Bid, Quote, or Proposal, samples are not required. These items are preapproved; however, **all bid specifications / requirements must be met** such as – packaging, cutouts, literature, composite analysis, forms, etc.

Alternates and samples must be submitted by the inquiry and sample deadline specified in the bid documents and will be answered and/or ruled acceptable within seventy-two (72) hours.

If samples are not required, but are later determined to be needed, they shall be delivered within seven (7) days following a written request. Samples must be furnished free of charge and may be accompanied by a descriptive memorandum indicating if the bidder desires a return, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples may be returned upon request at the bidder's risk subject to their expense.

Unless qualified by the provision "No Substitute," the use of a specification, manufacturer, brand, make, or catalog designation in specifying an item does not restrict bidder to that manufacturer, brand, make, or catalog designation identification. This is used simply to indicate the character, quality, and/or performance equivalence for the commodity desired. The commodity on which Bid, Quote, or Proposal is submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally well as that specified. In submitting a Bid, Quote, or Proposal on a commodity other than as specified, the bidder shall furnish complete data and identification with respect to the alternative commodity proposed. Consideration will be given to Bids, Quotes, or Proposals submitted on alternative commodities to the extent that such action is deemed to serve best the interest of the Terrebonne Parish School Board. If the bidder does not indicate that the commodity proposed is an alternative commodity, it will be construed to mean that the bidder proposed to furnish the exact commodity described. The Terrebonne Parish School Board's agent shall be the sole judge as to whether an alternate offered item is equal to the item(s) specified.

The inspection of all commodities and the chemical and physical testing of samples submitted with Bids, Quotes, or Proposals to determine whether or not the samples comply with

specifications shall be made in the manner prescribed by the Agent.

Any item which fails, in any way, to meet the terms of the specifications is subject to rejection or to be paid for at an adjusted price basis. The decision of the Agent shall be final.

TAXES

Terrebonne Parish School Board is not subject to State or Terrebonne Parish Sales Tax. All applicable taxes including ad valorem taxes shall be the responsibility of the bidder and are to be added in to the offer. This responsibility shall be inclusive of, but not limited to, all levies, impost, duties, charges or withholding whatsoever, all applicable sales, use, personal property, franchise (howsoever calculated), and other tax whatsoever (together with any penalties and fines thereon) whether assessed, levied, or imposed by any governmental or taxing authority (whether foreign, federal, state, or local) against or upon the bidder or otherwise, with respect to any item(s) or the purchase, acquisition, ownership, delivery, leasing, possession, use, operation, control, or other disposition thereof, of the rents, receipts, or earnings arising therefrom, with respect to any resultant lease or purchase of this Bid, Quote, or Proposal.

EXCLUSION/ REJECTION OF BIDS

The Terrebonne Parish School Board, after the opening of bids, shall require each bidder or bidding entity to attest or submit an attestation that the sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity, has not been convicted of, or has not entered a plea of guilty or nolo contendere (not contest) to any of the crimes or equivalent federal crimes listed in LA R. S. Ann. 38:2227.

In awarding bids or contracts, the Terrebonne Parish School Board shall be authorized to reject the lowest bid from a business in which any individual with ownership interest of five percent (5%) or more has been convicted of, pled guilty or nolo contendere to any state felony crime or equivalent federal crime committed in the solicitation or execution of a contract or bid under the state laws governing public contracts; professional, personal, consulting, and social services procurement; or the Louisiana Procurement Code.

Any contract between the Terrebonne Parish School Board and a person or entity entered into as a result, of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void.

Any person whose conviction causes the nullity of a contract shall be responsible for payment of all costs, attorney fees, and damages incurred in the rebidding of the contract.

AWARD

Bid, Quote, or Proposal Awards will be to the lowest responsible and responsive qualified bidder, with consideration given to the quality of the articles to be supplied, conformity with specifications, suitability to the requirement of the Terrebonne Parish School Board, and the delivery terms.

The Terrebonne Parish School Board reserves the right to award by item, part thereof, groups

of items, or parts thereof, or all items of the Bid, Quote, or Proposal, and to award contracts to one or more bidders submitting identical Bids, Quotes, or Proposals as to price; to reject any and all Bids, Quotes, or Proposals in whole or in part for just cause; to waive technical defects, irregularities and omissions, such reservations shall comply with governing laws and shall be in the best interest of the Terrebonne Parish School Board.

This agreement is non-exclusive and shall not in any way preclude departments/schools 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 at a lower price. The TPSB reserves the right to buy any of the bid items using a State Contract, or utilize cooperative purchasing, if more favorable prices become available.

The Terrebonne Parish School Board reserves the right to make awards within forty-five (45) calendar days from the date Bids, Quote, or Proposals are opened, unless otherwise specified in the Bids, Quotes, or Proposals. During this period, Bids, Quotes, or Proposals shall not be withdrawn unless the bidder distinctly states in his/her Bid, Quote, or Proposal that acceptance thereof must be made within a shorter specified time. Should an award, in whole or in part, be delayed beyond the period of forty-five (45) calendar days or an earlier date specified by the bidder in the bid/quote/proposal, such award shall be conditioned on an agreement by the successful bidder to extend the Bid, Quote, or Proposal award for one or more thirty (30) calendar day periods.

The bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Bid, Quote, or Proposal.

The quantities listed in the Bid, Quote, or Proposal schedule may be increased or decreased by the Purchasing Agent to meet new or amended requirements of the Terrebonne Parish School Board between the time the Bid, Quote, or Proposal is issued and the time the award is made, subject to the bidder's acceptance.

Pursuant to R.S. 38:2251; R.S. 38:2252, Preference is hereby given to materials, supplies and provisions, produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the state. This provision shall not be applicable if restricted by Federal Law.

Cash discounts may be offered by bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder except in the case of tie Bids, Quotes, or Proposals and then, only provided such discount is based on payment of invoice not less than thirty (30) days after satisfactory delivery and/or receipt of invoice, whichever is later.

The Terrebonne Parish School Board reserves the right to reject the Bid, Quote, or Proposal of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation.

In accordance with LA R. S. 38:2212 et seq., changes to specifications and bid prices cannot be made after bids are received. TPSB must award bid items to ***the lowest responsible bidder or bidders meeting all specifications.*** Awards for bids and all terms and conditions outlined

in this packet will be legally binding. The prices bid shall remain firm until the contract has expired.

CERTIFICATE OF INSURANCE

The apparent low bidder shall furnish the certificate of insurance and any other information or documentation no later than ten (10) days after notification by Terrebonne Parish School Board of such. If the apparent low bidder does not submit the proper information or documentation as required within the ten-day period, such bidder shall be declared non-responsive, and Terrebonne Parish School Board may award the bid to the next lowest bidder, and afford the next lowest bidder ten (10) days from the date the apparent low bidder is declared non-responsive to submit the proper information and documentation as required by the bidding documents, and may continue such process until Terrebonne Parish School Board either determines the low bidder or rejects all bids. Please see the attached Insurance Requirements for Vendors, Service Contractors, or Professional Services for the acceptable minimum coverages.

CONTRACT

Each Bid, Quote, or Proposal will be received with the understanding that the **ACCEPTANCE** in writing by the school board agent of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the Terrebonne Parish School Board, which shall bind the bidder to furnish and deliver the commodities or services at the prices given and in accordance with conditions of said accepted bid/proposal, specifications, standard bid/proposal contract terms and conditions, and the Terrebonne Parish School Board, on its part to order from such contractors, except for causes beyond reasonable control, subject to the availability of appropriate funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The school board reserves the right to order up to ten (10) percent more or less, than the quantity listed in the bid/proposal or as amended in the award. The right of order percentage may exceed the reserved right of the ten percent upon agreement by the bidder.

The above referenced **ACCEPTANCE** is not an order to shop. By acceptance of a Terrebonne Parish School District purchase order or work order, the awarded vendor agrees to defend and hold harmless the Terrebonne Parish School Board from any or all claims made in connection with the completion of the goods and/or services listed on the purchase order. The vendor further agrees to waive any right of recovery for expenses incurred in defending and/or payment of any judgment imposed on the vendor.

Quantities are subject to order against contractors by school agencies not specifically mentioned, or to transfer between agencies subject to adjustment in the transportation cost, providing such transportation cost is based on separately determined delivery cost to individual agencies or as defined by law.

No alterations or variations of the terms of contract shall be valid or binding upon the Terrebonne Parish School Board unless made in writing and signed by their agent.

Contracts will remain in force for the full period specified and until all articles ordered before date of termination shall have been satisfactorily delivered and/or accepted (and thereafter until

all terms and conditions have been met), unless:

- Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
- Extended from written authorization of the agent and accepted by contractor to permit ordering of unordered balances or additional quantities at contracted price and in accordance with contract terms.

Contract quantities will be determined to have been ordered at expiration period according to contract terms. Contractor shall furnish the agent with a statement of all unordered balances at least ten (10) days prior to termination of contract.

It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or his/her right, title, or interest therein, or his/her power to execute such contract to any other person, firm or corporation, without the prior written consent of the agent.

The placing in the mail to the address given by the bidder or delivery of a notice of award to a bidder will constitute notice of acceptance of contract; **validity shall be contingent upon insurance compliance, as per bid specifications**. When so requested by the Agent, the contractor shall execute a formal contract with the Terrebonne Parish School Board for the complete performance specified therein.

The contract may be canceled or annulled by the Agent if the Terrebonne Parish School Board, due to budget constraints, does not appropriate funding for the contract or upon nonperformance of contract terms. Any unfulfilled deliveries against such contract may be purchased from other sources at the contractor's expense.

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the agent, or failure to make replacement of rejected commodities when so requested (immediately or as directed by the Agent) will constitute authority for the Agent to purchase rejected on undelivered commodities in the open market. The Agent reserves the right to authorize immediate purchase in the open market against rejections or excess overdue deliveries on any contract when necessary. On all such purchases, the contractor agrees promptly to reimburse the Terrebonne Parish School Board for excess costs associated by such purchases. However, should public necessity demand it, the Terrebonne Parish School Board reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

When commodities are rejected, they must be removed by the contractor from the premises of the school board within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered abandoned, and the Terrebonne Parish School Board shall have the right to dispose of them as its own property.

Orders with contractors will be placed by agencies directly with the contractor. All orders shall be in writing and shall bear the contract number and/or purchase order number, and approval of the Terrebonne Parish School Board's Agent. Contractors making a delivery without a formal written order does so at his/her own risk.

The Agent reserves the right to remove from the mailing list for an intermediate period for future Bids, Quote, or Proposals the name of any bidder/contractor for failure to accept the contract and/or for unsatisfactory performance of the contract.

Contractor/Bidder hereby guarantees to:

- Perform the contract in accordance with the Bid, Quote, or Proposal specifications and vendor's Bid, Quote, or Proposal under which the contract was awarded.
- Save the Terrebonne Parish School Board, its agent, or employees harmless from liability of any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature, including costs and expenses for the use of any copyrighted or not copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee, but not by way of limitation, attorney's fees, and court costs arising out of bodily injury to persons, including death or damage to tangible property, arising out of or incidental to the performance of this Bid, Quote, or Proposal (including goods and services provided thereto) by or on behalf of the successful bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnitee excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed the indemnitee: The Terrebonne Parish School Board, its board members, agents, and employees.
- Guarantee his/her products against defective material or workmanship, and to repair, or replace any damage or marring occasioned in transit.
- Guarantee that the items offered are the manufacturer's standard design in construction, and that no changes or substitutions have been made in the items listed in this contract.
- Furnish adequate protection from damage for all work and to repair damages of any kind, for which he/she or his/her employees are responsible, to the premises or equipment, to his/her own work or to the work of other contractors.
- Pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules, and regulations of the city, town, and parish in which the installation is to be made, and of the State of Louisiana.
- At bidder's own expense, carry proper insurance to protect the Terrebonne Parish School Board from loss. All insurance policies shall be issued by companies that have insurance licenses and authority to do business in the State of Louisiana and held in good standing by the latest information available to Louisiana Insurance Regulators or other Louisiana agencies, if any, performing such services.
- Upon request, provide Terrebonne Parish School Board's insurance agent with a certificate(s) to verify insurance coverage as required (See Attached Insurance Requirements). **Such certificate must be presented before any contract acceptance by the Terrebonne Parish School Board shall be valid.** Neither approval nor failure to disapprove the insurance furnished by the successful bidder to the Terrebonne Parish School Board shall relieve the successful bidder of the responsibility to provide insurance

as required in this Bid, Quote, or Proposal.

- The General Contractor shall be responsible, daily, for assuring that all of the Contractors' staff and employees, and any subcontractors' staff and employees, are legally documented to work in the United States of America and the State of Louisiana while working on Terrebonne Parish School Board projects and/or properties. The General Contractor shall be responsible for assuring that there is an English speaking Supervisor on site while working on Terrebonne Parish School Board projects and/or properties.

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| DELIVERY |
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Orders are to be placed by purchase order and the vendor shall not accept orders without first obtaining a purchase order approved and signed by the School Board's Purchasing Agent. Generally purchase orders are mailed, although may be faxed or emailed. Purchase orders for various quantities and amounts will be issued as needed, throughout the term of the Contract.

Contractor should maintain an adequate supply of items in order to meet specified delivery. All shipments shall be free inside delivery and F.O.B. destination (from contractor's to customer's location) to the address specified by the customer on the purchase order, and including to those sites where multiple locations exist at the same address (example-purchasing, child nutrition, maintenance, and warehouse, etc.). The contractor is required to make shipments to an individual office at the discretion of the customer. The contractor shall have delivery personnel on staff to deliver a minimum of 85% of all orders. Third party (UPS, DHL, etc.) deliveries shall be accepted, but paid by contractor as per the specific "ship to" requirements of the School Board and this bid.

Deliveries shall be made Monday through Friday, except on School Board holidays between the hours as follows:

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| Central Offices | 8:00 AM-3:00 PM |
| High Schools | 8:00 AM-2:00 PM |
| Jr. High Schools | 8:00 AM-2:00 PM |
| Middle Schools | 8:00 AM-2:30 PM |
| Elementary Schools | 8:00 AM-2:30 PM |
| Warehouse | 8:00 AM-2:30 PM |

There are approximately forty-eight (48) "ship to" destinations or delivery sites throughout the Parish of Terrebonne comprising of the central offices, departments, and schools (hereafter may be referred to as "Agencies"). During the design phase of Southdown Elementary, 1124 St. Charles Street, there will be alternate delivery sites.

The Contractor shall provide confirmations of order receipts and credit returns. The Contractor shall have a process in place to notify the School Board of any discrepancies related to the order, i.e. pricing, incorrect stock numbers, unit of measures, etc., within eight (8) business hours of receipt of order, in order to provide timely resolutions to the Agency. The Contractor shall also have a process in place where the School Board may opt to cancel an order in its entirety, or any portion thereof that is not already filled or delivered. This process is normally determined at the time of establishing the account. The Contractor shall include a packing slip, which will be used for receiving delivered items. All items not included in the order shall be noted on this packing slip. The packing slip shall include, but not necessarily limited to, the

following:

- The School Board's assigned purchase order number
- Ship-to Address, contact name and (where applicable) telephone number
- Bill to address
- Date of order
- Contract number
- Catalog stock number, item description, net unit cost, unit of measure
- Quantity ordered, quantity shipped, quantity on back-order
- Extended and total dollar amounts
- The School Board's account number
- The Contractor's assigned sales order number

The Contractor shall provide a packing slip, bill of lading, or "proof of delivery", which will be signed by the customer receiving the delivery. This document must list the School Board's assigned purchase order number, the number of packages received, the delivery address, the contact person, and (where applicable) the telephone number. This is the minimal information needed to ensure the proper matching of the document with the packing slip, the School Board's purchase order number, and the invoice number. This document will not solely serve as an "Acceptance of Order".

It shall be understood and agreed that any or all commodities or services furnished comply fully with all applicable federal and state laws and regulations.

Any equipment delivered must be standard new equipment and latest model, except as otherwise stated in the specifications. Where any, part, or normal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Equipment, materials, and supplies delivered must be new and unused items, except as otherwise specifically state in Bid, Quote, or Proposal.

Delivery must be made as ordered and in accordance with Bid, Quote, or Proposal. If no delivery instructions appear on the order, it will be interpreted to mean prompt delivery and **if shipped by freight shall be FOB tailgate delivery, unless otherwise specified**. The decision of the Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

Any request for extension of time of delivery from that specified must be approved by the Agent, such extension applying only to the particular item or shipment.

Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing, sacks, or pallets. Shipping containers are to remain the property of the school board unless otherwise stated in the Bid, Quote, or Proposal.

The contractor shall notify the school site or facility within 48 hours of any item on an order that cannot be filled within the specified three (3) day delivery period. The balance of the order shall not be held due to the back-order item(s).

Only brands and product numbers stated in the catalog award are approved for delivery under this contract. Any substitutions shall receive prior written approval from the School Board's Purchasing Agent.

The contractor shall notify the School Board's Purchasing Agent of any eligible item that is discontinued by a manufacturer. This notification must be substantiated by written notice from the applicable manufacturer. A request for a replacement item of comparable value and quality shall be sent to the School Board's Purchasing Agent for review/approval within 14 days after notification.

The Contractor shall arrange for the return of all defective, outdated, and/or damaged products, and/or duplicate shipments received by the School Board within seven (7) days of notification. A credit, if applicable, is expected within a reasonable amount of time. The contractor shall not charge to restock or charge a pickup fee for such returns. No more than five (5) returns are permissible per 100 orders delivered per month.

The Contractor shall arrange for the return of products ordered in error. The School Board may be responsible for shipping charges and a restocking fee not to exceed 15% of the actual sale price of the item, if applicable. Restocking charges will only be applicable for items the contractor does not normally carry in their inventory and must order from a special source. Returned products must not have been used, remain within the manufacturer's original packaging container, and include, in good condition, all manufacturer's packaging and instructions.

All returns described above may be executed within seven (7) days of receiving an order. A Return authorization shall be issued by the contractor within seven (7) days of notification by the School Board. The contractor shall promptly credit the invoice and issue a credit notification to the school board.

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| INVOICING AND PAYMENT |
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Invoices submitted by the contractor to the Terrebonne Parish School Board shall refer to the delivery ticket number, delivery date, purchase order, and/or release number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor to the Terrebonne Parish School Board at P.O. Box 5097, Houma, LA 70361.

The Contractor shall submit the invoice in accordance with the "bill to" instructions on the Terrebonne Parish School Board's order. The invoice shall include, but not limited to, the following:

- The School Board's assigned purchase order/ work order number
- Ship-to Address, contact name and (where applicable) telephone number
- Bill to address
- Date of order
- Contract number
- Quantity ordered, quantity shipped, quantity on back-order, service provided
- Extended and total dollar amounts

- The School Board's account number

Payment is net 30 from receipt of an approved and correct invoice. The School District pays by invoice only, not by statement. Invoices not referencing a valid purchase order/ or work order number and proof of delivery will be returned unpaid.

Where there is a question of non-performance, payment in whole or in part may be withheld. In the event a discount is involved, the withholding of payment as provided herein shall not deprive the Terrebonne Parish School Board from taking such discount.

All charges against a contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the contractors shall pay the Terrebonne Parish School Board, on demand, the amount of such charges. All remittances shall be made payable to the Terrebonne Parish School Board.

Payment for the unused portion of an inferior delivery may be made by the Terrebonne Parish School Board on an adjusted price basis, as determined by the agent.

SAVING CLAUSE

It is understood and agreed that the contractor shall not be held liable for any loss resulting if the fulfillment of the terms of the contract, shall be delayed or prevented by wars, acts of public enemies, strikes, fire, floods, acts of God, or any other acts not within the control of the contractor and which by exercise or reasonable diligence.

Should the performance of any contract be delayed or prevented as set forth in the previous paragraph, the contractor agrees to give immediate written notice and explanations of the cause and probable duration of any such delay.

It shall be a requirement of the Terrebonne Parish School Board that any contracted vendor currently employing a person convicted of a sex offense as defined in Louisiana R.S. 15:541 when the victim is under the age of thirteen years shall not permit same employee to enter any Terrebonne Parish School Board property for the purpose of fulfilling work order or delivery of active contract. Violation of this provision shall be cause for immediate termination and/or cancelation of any contract or agreement with contracted vendor.

DEVIATION/ALTERNATIVE BID/PROPOSAL CLAUSE

Any deviation from the specifications listed in the Bid, Quote, or Proposal must be noted in detail and submitted in writing as specified or on a separate document with the Bid, Quote, or Proposal. It must include specific reasons as to why the deviation(s) will render equivalent or better performance and reliability. The deviation(s) must meet or exceed the details of the respective specifications(s). The absence of this specification deviation information will hold the bidder strictly accountable to the specifications as written. Failure to submit documentation of specification deviation shall be grounds for rejection of the item(s) when offered for delivery. A Terrebonne Parish School Board evaluation committee will review all deviations or alternates and reserves the right to be the sole authority for acceptance or rejection of deviations and/or alternate Bid, Quote, or Proposal.

BIDS/PROPOSAL COMPLETION

Only paper Bids, Quotes, or Proposals written in ink or typed, and properly signed by a member of the firm or duly authorized representative will be accepted. Pencil figures, signatures, or photo copies of signatures on the Bid, Quote, or Proposal form submitted will disqualify the bidder. Do not submit a photo copy as an original Bid, Quote, or Proposal unless otherwise specified. Electronic digital signatures will be accepted only if specified.

ERASURES

The Bid, Quote, or Proposal submitted must not contain any erasures or corrections unless each correction is initialed by the person or persons signing the Bid, Quote, or Proposal in the margin immediately opposite the correction.

WARRANTIES

If specific warranties on equipment, vehicles, supplies, and materials specified are not required, they are to be standard manufactures and/or dealer's warranties. If full warranty is specified, it shall include parts, labor, and all other associated cost. Warranty shall be for all components of the related item, i.e. warranty on computer system shall include all components including, but not limited to, base processing unit, keyboard, mouse, monitor, speakers, drives, etc. With regard to a lease, to the extent permitted by law and contract, the successful bidder will assign and pass through without representation to Terrebonne Parish School Board the benefits of warranties, if any, of the supplier of the items for the duration of any lease in effect and there exist with no event of default thereof.

BID/QUOTE/PROPOSAL RESPONSE

In the event you cannot submit a response on the requirements, please return the request for Bid, Quote, or Proposal form with an explanation as to why you are unable to submit an offer. Also, please state whether you would like to receive future Bid, Quote, or Proposal bid packets, and include the correct address that will receive the Bid, Quote, or Proposal bid packet.

VENUE AND JURISDICTION FOR LITIGATION

Bidders and the Terrebonne Parish School Board do consent to and accept the venue and jurisdiction of the 32nd Judicial District, Parish of Terrebonne, State of Louisiana in the event of any dispute or lawsuit arising as a result of this request for bids or proposals and any contract entered into or between bidder and Terrebonne Parish School Board, as a result thereof.

INELIGIBILITY NOTIFICATION

Bidders must advise the agent if he/she or his/her principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transactions resulting from the award of this Bid, Quote, or Proposal by any federal department or agency.

REQUIRED CONTRACT PROVISIONS FROM APPENDIX II OF 2 CFR PART 200

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (Appendix II of 2 CFR Part 200E).

The vendor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence (Appendix II of 2 CFR Part 200(I)).

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (Appendix II of 2 CFR Part 200(A)).

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement (Appendix II of 2 CFR Part 200(B)).

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental

Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549 (Appendix II of 2 CFR Part 200(H)).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award (Appendix II of 2 CFR Part 200(I)).

Required Contract Provisions from 2 CFR Part 200

Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)

The vendor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321)

Other Contract Provisions

The vendor shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*.

| |
|-----------------------|
| EQUAL LOW BIDS |
|-----------------------|

Contracts shall be awarded in the following order of priority when two or more low bids are equal in all respects:

- a) Small business concerns that are also labor surplus area concerns.

- b) Other small business concerns. (As defined by the United States Small Business Administration).
- c) Other business concerns.

If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

RETURN OF DISCOUNTS, CREDITS, AND REBATES TO TERREBONNE PARISH SCHOOL BOARD

Allowable cost will be paid from the non-profit school food service account to the offeror/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under this contract, to the extent those credits are allocable to the allowable portion of cost billed to the Terrebonne Parish School Board. The offeror agrees to fully disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from a supplier; the offeror/contractor must disclose and return to Terrebonne Parish School Board the full amount of the discount, rebate, or applicable credit that is received based on purchases made on behalf of Terrebonne Parish Child Nutrition Program. All discounts, rebates, allowances, and incentives must be returned to the Child Nutrition Program during a mutually agreed upon time frame that is beneficial to the School District.

"Cost Plus" bids will not be accepted.

PROTEST AWARDS

To initiate a protest of an award recommendation, a business must follow these steps:

- The protest must be received in writing within 5 business days of the recommendation of the Building, Food Service, and Transportation Committee.
- The written protest should include the bid number and should clearly identify the facts believed to constitute an error in the award recommendation and the desired remedy.
- The protesting bidder should focus on identifying the following in their letter of protest:
 - Any specific Louisiana/Federal statute that was violated (such as the application of a required preference)
 - Any specific purchasing policy of the Terrebonne Parish School District that was not applied (such as conflict of interest, fraud, or ethics violation)
 - Any specific solicitation instruction that was not followed (such as the evaluation and award instructions)
- Only the information provided within the protest period will be considered in arriving at a decision. The Purchasing Agent is not required to take into consideration any material filed by any party after the protest deadline.
- The Purchasing Agent or their designee will investigate and provide a written response to the protesting party. This decision is final.
- Until issuing a final decision on a timely protest, the Purchasing Agent will not finalize an award of a contract or purchase order pursuant to a disputed solicitation. However, if

there is a threat to public health, safety, or welfare, or danger of immediate and substantial harm to state property from delay in making an award, the Purchasing Agent may proceed with an award and document the justification for such action.

- A revised award recommendation, based on a protest review, does not assure that there will be a new protest period.

The Freedom of Information Act (FOIA) process is not related to the protest process and is not a reason for a protest period extension.

RECORD RETENTION

The successful bidder agrees to retain all books, records, and other documents relative to this agreement for three (3) years after the final payment for audit purposes and to make said records available upon request.

TERREBONNE PARISH SCHOOL BOARD
CHILD NUTRITION PROGRAM
340 ST. CHARLES STREET
P.O. BOX 5097
HOUMA, LA 70361

March 22, 2018

TO: Bidders – Fruit Juice

FROM: Mrs. Monica Walther, MS, RD, LDN
Supervisor, Child Nutrition Program

If you are **not bidding** on the current bid but would like to remain on our bid list, please complete and return this form. Failure to return this form will result in your name being removed from our bid list.

Company name: _____
(Please print)

Address: _____
(Street/P.O. Box)

(City) (State) (Zip)

Representative: _____
(Please print)

BID CHECK LIST

Items that should be returned with your bid:

- _____ Original Bid Form; Signed (shall be returned with Bid)
- _____ Buy America Provision
- _____ Certification Regarding Debarment
- _____ Certification Regarding Lobbying
- _____ Disclosure of Lobbying Activities
- _____ Certificate of Independent Price Determination
- _____ Cuts and descriptive literature (where applicable)
- _____ Vendor Insurance Certificate (Required if you are the successful vendor)
- _____ Owner Disclosure Certificate

It is our preference that all of the above forms must be completed (where applicable), signed by the vendor and returned with your bid. If a form is not applicable, write N/A where not applicable, **sign the form and return it**. Failure to complete, return and/or sign any of the forms will be cause to reject your bid.

Deadline for bid is Tuesday, April 17, 2018 at 1:00pm CST.

The Certification Regarding Debarment, Certification Regarding Lobbying, Disclosure of Lobbying Activities, Certificate of Independent Price Determination, and Cuts and Descriptive Literature should be returned with bid, but if not, no later than 48 hours after bid date.

Terrebonne Parish School District

Child Nutrition Program

Request for Bid Quotes

Bid Group: FRUIT JUICE 16

From: 7/1/2018

To: 6/30/2019

Opening On: 4/17/2018

Vendor: _____

| Item Description | | Delivery Notes | Quantity Notes | Price per Case |
|--------------------------|--------------------|-------------------------|------------------|----------------|
| JUICE, APPLE | | | 266,000 servings | \$ |
| Choose 1 | Brand | Case / Unit Description | Product Code | CN Label |
| <input type="checkbox"/> | APPLE & EVE | 36/6.75 oz | | |
| <input type="checkbox"/> | JUICE BOWL | 40/6.75 oz | 90110 | |
| <input type="checkbox"/> | MOTTS | 32/6.75 oz | 10003394 | |
| <input type="checkbox"/> | Pre-Approved Equal | | | |

Specifications:

Each serving to provide a min. of 6 oz of 100% fruit Juice. Must be 100% fruit juice products with no added sugars or preservatives. No artificial flavoring coloring. Juice boxes to include an attached straw. Case weight not to exceed 25 lbs.

| JUICE, FRUIT PUNCH | | | 429,000 servings | \$ |
|--------------------------|--------------------|-------------------------|------------------|----------|
| Choose 1 | Brand | Case / Unit Description | Product Code | CN Label |
| <input type="checkbox"/> | APPLE & EVE | 36/6.75 oz | | |
| <input type="checkbox"/> | JUICE BOWL | 40/6.75 oz | 90115 | |
| <input type="checkbox"/> | MOTTS | 32/6.75 oz | 10003393 | |
| <input type="checkbox"/> | Pre-Approved Equal | | | |

Specifications:

Each serving to provide a min. of 6 oz of 100% Fruit Juice. Must be 100% fruit juice products with no added sugars or preservatives. No artificial flavoring coloring. Juice boxes to include an attached straw. Case weight not to exceed 25 lbs.

Signature Page

Bid: Fruit Juice

Bid Period: July 1, 2018 - June 30, 2019

PLEASE NOTE: A CN label, nutritional analysis (nutrition facts), and ingredient list must be submitted at the time of bidding for each product *indicated*.

It is very important that this information be provided. The manufacturer or broker may submit one set for all vendors.

All prices on this bid are held firm for the period of 60 days from bid opening.

Your bid must be signed and dated:

Signature: _____ Date: _____

Print Name: _____ Telephone: _____

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all food products bid by the company that do not meet the definition of "domestic". This document must be included as a part of the bid.

| VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2) | |
|---|--|
| _____ | 1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. |
| _____ | 2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below |
| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM. |
| | <p>This product includes _____% U.S. Content. The product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered: \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> |
| | <p>This product includes _____% U.S. Content. The product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered: \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> |
| | <p>This product includes _____% U.S. Content. The product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered: \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> |

| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM. |
|----------------------|--|
| | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> |
| | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> |
| | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> |

Company Name: _____

Signature: _____ Title: _____ Date: _____

RETURN WITH YOUR BID

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017, subpart c- Responsibilities of Participants. The regulations were published in the November 26, 2003, Federal Register (pages 66534-66566). Copies of the regulations may be obtained by contacting the Department of Agriculture.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS TO BIDDERS FOR COMPLETING CERTIFICATION FORM

NOTE: Each responsive bidder must include this certification statement with its bid on each contract equaling or exceeding \$25,000 or any contract for audit services regardless of amount.

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the U. S. Department of Agriculture regulations 7 CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards (exceeding \$100,000 in Federal funds) at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME/ADDRESS of VENDOR

TITLE/TITLE of SUBMITTING OFFICIAL

SIGNATURE

DATE

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See attached for public burden disclosure)

| | | |
|---|--|--|
| 1. Type of Federal Action: (enter letter of choice) <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: (enter letter of choice) <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier_____, if known: Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 6. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned 12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | 13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <div style="text-align: right;"><i>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></div> | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No | | |
| 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This Disclosure of Lobbying Activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form – LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; contract, grant, or loan award number; application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Certificate of Independent Price Determination

Both the school food authority and the Vendor (offeror) shall execute this Certificate of Independent Price Determination.

(Name of Vendor)

Terrebonne Parish School District
(Name of School Food Authority)

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Vendor certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vendor's
Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

Monica Walther

Signature of School Food Authority's
Authorized Representative

Supervisor, Child Nutrition Program

Title

3/22/18

Date

Note: Accepting a bidder's offer does not constitute award of the contract.

Terrebonne Parish School Board

Bid Name: Fruit Juice

OWNER DISCLOSURE CERTIFICATE

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FED. TAX ID#: _____

The company bidding is:

A. _____ Manufacturer _____ Dealer _____ Representative

B. _____ Corporation _____ Partnership _____ Sole Owner

List below any sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

List below any individual with ownership interest of five percent (5%) or more:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

Total number of employees: _____

Attachment "A"

Bid Submittal Presentation:

The submittal envelope for any properly completed bid must be labeled as shown below. Any outside envelope which the bid is placed within shall also be labeled as shown below.

Any bid received after the specified date and time will not be accepted and will be returned unopened. Bids must be submitted on the official bid form. Bids not submitted on the official bid form may be declared irregular and rejected.

Caution should be taken to assure your bid submittal is properly addressed and mailed as per bid specifications; any bid not properly addressed for submittal may be declared non-responsive and subject to rejection.

The bid shall be addressed following the example below:

Name or Firm
Physical or Mailing Address
City, State Zip

Purchasing Department
Terrebonne Parish School Board
340 St. Charles Street, Building #3
Houma, LA 70360

Fruit Juice

Appendix "B"
TERREBONNE PARISH SCHOOLS

* Cooking Schools
SCHOOLS

SCHOOL'S
PHONE #

ADDRESS

SCHOOL
FAX NO.

MANAGER

CAFÉ
PHONE #

| | | | | | |
|----------------------------|----------|--|----------|------------------|----------|
| * Acadian | 876-0612 | 1020 Saadi Street Houma, LA 70363 | 876-0652 | Claudine Sims | 876-1523 |
| Honduras | 872-5695 | 530 Grand Caillou Road Houma, LA 70363 | 868-4727 | | 872-5695 |
| * H.L. Bourgeois | 872-3277 | #1 Reservation Drive Gray, LA 70359 | 872-3270 | Darlene Voclain | 873-7408 |
| Coteau-Bayou Blue | 868-4267 | 2550 Coteau Road Houma, LA 70364 | 868-4425 | | 580-1539 |
| * Broadmoor | 879-1042 | 1010 Broadmoor Ave. Houma, LA 70364 | 879-2108 | Linnette Angelle | 868-4204 |
| Oakshire | 876-1007 | 5459 Vicari Street Houma, LA 70364 | 857-4710 | | 876-4609 |
| *Dularge Elementary | 876-0176 | 621 Dularge Road Houma, LA 70363 | 876-0177 | Bertie Verret | 580-1531 |
| * East Houma | 872-1990 | 222 Connely Street Houma, LA 70363 | 879-4900 | Joy Porche | 876-4756 |
| * Ellender Memorial | 868-7903 | 3012 Patriot Drive Houma, LA 70363 | 868-3503 | Leslie Duhe' | 868-4606 |
| East Street | 876-1093 | 609 East Street Houma, LA 70363 | 851-7931 | | 223-6324 |
| S.E.C. | 872-2496 | 105 Moffet Road Houma, LA 70363 | 580-4670 | | 868-2772 |
| * Elysian Fields | 876-2041 | 700 Hibernia Place Houma, LA 70363 | 876-9741 | Valerie Naquin | 580-4093 |
| *Evergreen Jr. High | 876-2606 | 5000 West Main Street Houma, LA 70360 | 868-4395 | Alisa Landry | 872-2088 |
| * Gibson | 575-3260 | 6357 South Bayou Black Drive Gibson, LA 70356 | 575-3277 | Tina Adams | 575-3263 |
| Bayou Black | 872-2460 | 4449 Bayou Black Drive Houma, LA 70360 | 872-3433 | | 223-9963 |
| Southdown Upper | 575-3262 | 5001 Bayou Black Dr. Gibson, LA 70356 | 575-3477 | | 575-3284 |
| * Grand Caillou Elementary | 879-3001 | 3933 Grand Caillou Road Houma, LA 70363 | 879-3009 | Donna Porche | 868-0097 |
| * Grand Caillou Middle | 876-7172 | 2161 Grand Caillou Road Houma, LA 70363 | 876-7279 | Barbara Buquet | 876-7525 |
| * Lacache | 594-3945 | 5266 Hwy. 56 Chauvin, LA 70344 | 534-4128 | Kellie Luke | 594-9483 |
| * Legion Park Elementary | 876-2272 | 710 Williams Ave. Houma, LA 70364 | 876-2352 | Vickie Neil | 876-0988 |
| * Lisa Park | 876-1055 | 6639 Lisa Park Ave. Houma, LA 70364 | 868-6373 | Eva Parker | 879-3675 |
| Houma Jr. High | 872-1511 | 315 St. Charles Street Houma, LA 70360 | 872-5121 | | 580-4721 |
| * Montegut Middle | 594-5886 | 138 Dolphin Drive Montegut, LA 70377 | 594-9666 | Kylie Ledet | 594-2818 |
| Montegut Elementary | 594-3657 | 1137 Hwy. 55 Montegut, LA 70377 | 594-5941 | | 594-7605 |
| * Upper Little Caillou | 594-4071 | 4824 Hwy. 56 Chauvin, LA 70344 | 594-7504 | Sherri Marcel | 594-9022 |
| * Mulberry | 872-5328 | 450 Cougar Drive Houma, LA 70360 | 872-5445 | Angella LeBoeuf | 872-3211 |
| * Oaklawn | 872-3904 | 2215 Acadian Drive Houma, LA 70363 | 917-1917 | Wendy Larrabee | 872-0616 |
| * Pointe-Aux-Chenes | 564-2131 | 1236 Hwy. 665 Montegut, LA 70377 | 594-6849 | Betty Leonard | 594-3989 |
| * Schriever | 868-1199 | 2052 W. Main Schriever, LA 70395 | 446-1323 | Elisha Johnson | 446-5777 |
| Caldwell | 868-2565 | 445 Hwy. 311 Schriever, LA 70395 | 448-3963 | | 446-7773 |
| * South Terrebonne High | 868-7850 | 3879 Hwy. 24 Bourg, LA 70343 | 868-1691 | Dawn Sevin | 580-4933 |
| Bourg | 594-3663 | 4413 St. Andrew Street Bourg, LA 70343 | 594-9665 | | 594-2911 |
| Village East | 868-4900 | 315 Lafayette Woods Houma, LA 70363 | 851-5059 | | 580-1522 |
| * Southdown Primary | 872-9429 | 1325 Bayou Dularge Theriot, LA 70397 | 879-1841 | Celina Pichoff | 872-4315 |
| *Terrebonne High | 879-3377 | 7318 Main Street Houma, LA 70360 | 223-2270 | Brenda Brunet | 879-4168 |

Attachment "C"

INSURANCE REQUIREMENTS FOR VENDORS, SERVICE CONTRACTORS, OR PROFESSIONAL SERVICES

The required insurance shall be approved by the Terrebonne Parish School Board before any site work may commence.

I. Workers Compensation

- A. Limit of Liability
 - 1. Coverage A - Statutory requirements
 - 2. Coverage B - \$ 500,000 Employer's liability
- B. Endorsements
 - 1. USL&H
 - 2. Waiver of Subrogation in favor of the Terrebonne Parish School Board
 - 3. 30 day notice of cancellation

II. Comprehensive General Liability

- A. Limits of Liability
 - 1. Premises / Operations
\$ 1,000,000 per occurrence (BI & PD)
 - 2. Products / Completed Operations
\$ 1,000,000 per Occurrence (BI & PD)
 - 3. General Policy Aggregate (if applicable)
\$ 2,000,000
 - 4. Personal Injury
\$ 1,000,000 per occurrence
- B. Endorsements
 - 1. Explosion, collapse and underground (if applicable)
 - 2. Contractual
 - 3. Independent contractors
 - 4. Medical payments
 - 5. Broad from CGL Endorsement
 - 6. Terrebonne Parish School Board named as "Additional Insured"
 - 7. Waiver of Subrogation in favor or the Terrebonne Parish School Board
 - 8. Pollution exclusion removed for "Sudden & Accidental"
(Fuel, oil, lube, and chemical vendors)
 - 9. 30 day Notice of Cancellation

III. Automobile Liability

- A. Limit of Liability
 - 1. Combined single limit - \$1,000,000 each accident
- B. Endorsements
 - 1. Hired automobile liability
 - 2. Non-ownership liability
 - 3. Terrebonne Parish School Board named as "Additional Insured"
 - 4. Waiver of Subrogation in favor of the Terrebonne Parish School Board
 - 5. 30 day notice of cancellation

IV. Other Requirements

- A. Suitable coverage may be required if special conditions or exposure exist.
(i.e., Marine coverage, Property exposures)
- B. Current insurance certificate shall be on file with the Terrebonne Parish School Board and accepted by the Risk Manager.
- C. All policies are required to be on occurrence form basis, except those generally written ONLY on claims-made forms. (i.e., Professional, Errors & Omissions, etc.)