

TERREBONNE

Parish School District

REQUEST FOR BIDS
for

Ink and Toner Contract

BID #031218

Mr. Philip Martin, Superintendent

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Terrebonne Parish School Board will receive sealed proposals at its Purchasing Department, 340 St. Charles Street, Building #3, Houma, Louisiana, until the hour of **two o'clock (2:00 PM), March 12, 2018 for Ink and Toner Contract Bid (Bid #030918)**. **Any bid received after the specified time and date will be returned unopened. Bids will be publicly opened and acknowledged at 2:30 PM in the Purchasing Office, 340 St. Charles Street, Building #3, Houma, LA 70360 and reviewed by an evaluation committee at a later date.**

Bids received prior to the time of the scheduled opening will be securely kept unopened. Bidders are cautioned to allow ample time for the transmittal of bids 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 the bids are opened. Failure of the U. S. Mail, of any express carrier, or delivery service to timely deliver the bid(s) shall not be considered due cause for the scheduled time of the bid opening to be extended.

Specifications and conditions for submitting a proposal may also be obtained from the Terrebonne Parish School Board Purchasing Department, 340 St. Charles Street, Building #3, Houma, LA 70360/P. O. Box 5097, Houma, LA 70361, or by calling Curtis Constrantiche, Purchasing Agent at (985) 876-7400, extension #243.

Pursuant to RS 38:2212 (E), the Terrebonne Parish School Board has partnered with BidSync, LLC and Vendor Registry to distribute bid solicitations, collect responses, and/or allow contractors and vendors the ability to respond through a uniform and secure electronic interactive bidding system. Terrebonne Parish School Board accepts no responsibility for any technical failures via BidSync or Vendor Registry for bid/quote/proposal(s) at any time during the bid process. Electronic responses placed on the www.bidsync.com will be accepted as specified in each bid/quote/proposal. Bidders participating in 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 notification of bids and includes the ability to respond electronically to Terrebonne Parish School Board bid solicitations through the BidSync website. In addition, an electronic signature must be provided to complete the electronic bid. 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. Bidders participating with the Vendor Registry option, through the TPSB website, may register, inquire, and/or submit only a quote or proposal, at no additional cost to the bidder. Bids may not be submitted through Vendor Registry.

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

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 proposals as advertised.

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

Publication Dates: February 7, 2018, February 14, 2018, and February 22, 2018

TERREBONNE

Parish School District

Ink/Toner Contract

PURPOSE

The Terrebonne Parish School Board (also referred to as the TPSD) is interested in receiving bids from qualified companies (hereinafter referred to as Contractor or qualified provider) to provide ink and toner supplies to approximately 50 school facilities and administrative buildings.

Terrebonne Parish School Board intends to enter into a one (1) year contract with two (2) options of renewal with the approval from the Terrebonne Parish School Board. The primary emphasis of this parish-wide contract is to:

- Secure a qualified single source provider to supply and deliver on an as-needed basis ink and toner supplies that are required in the fulfillment of daily operations;
- Provide timely delivery of OEM ink and toner supplies at competitive, affordable prices to the Terrebonne Parish School Board.

The potential value of this contract may be over \$50,000.00. This solicitation references these estimates as a general indication of the needs of the school district. No commitment of any kind is made concerning the estimated value or potential users of this contract.

CALENDAR OF EVENTS

(The School Board reserves the right to deviate from these dates)

Release of Invitation to Bid	- 2-07-18
Inquiry Deadline Date**	- 3-01-18
Bid Opening Date	- 3-12-18

INQUIRIES

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 (March 1, 2018 2pm) 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. Mail, express courier, e-mail may deliver inquiries concerning this solicitation, hand, or fax to Curtis Constrantiche, Purchasing Department, Terrebonne Parish School Board, P. O. Box 5097(70361)/340 St. Charles Street, Houma, Louisiana 70360 or Fax: (985) 868-2738, or email curtisc@tpsd.org.

METHOD OF AWARD

Bid Awards will be to the lowest responsible and qualified bidder with consideration given to the quality of the articles that are supplied, conformity to bid specifications, and delivery terms. The TPSB will award this contract on an “all or none” basis to the overall lowest responsive and responsible bidder based on the specified criteria described on Bid Form #1.

The TPSB reserves the right to make an award within forty-five (45) days from the date bids are opened. During this period bids cannot be withdrawn except as provided in LA R. S. 38:2212 et seq. Should the award be delayed beyond the forty-five days, such award shall be conditioned upon an agreement between the TPSB and the bidder to extend the bid award for one or more 30 day periods.

The TPSB reserves the right to reject the bid 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 bidders meeting all specifications***. Awards for ink and toner supplies and all terms and conditions outlined in this packet will be legally binding. This bid is an all or none bid and will not be awarded by individual items. The prices bid shall remain firm until the contract has expired.

NON-EXCLUSIVITY

The TPSB reserves the right to award by item, or groups of items; to award contracts to one or more bidders submitting identical bids as to price; to reject any submitting identical bids as to price; and, to reject any and all bids in whole, or in part for just cause.

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.

CONTRACT PERIOD

The Terrebonne Parish School Board intends to award all items for an initial period of twelve (12) months. Delays in awarding beyond the anticipated starting date may result in a change in the contract period. If this situation occurs, an initial award may be made for more or less than a twelve (12) month period. At the option of the School Board and acceptance by the contractor, this contract may be extended for at least one (1) additional, twelve (12) month period at the same prices, discounts, terms, and conditions. This contract is not to exceed a twenty-four (24) month period.

CONTRACT ALTERATIONS

The School Board is the sole authority regarding any changes, modifications, amendment, alterations, clarifications, prices, specifications, terms and conditions of the contract. No alteration or variations of the terms of the contract shall be valid or binding upon the Terrebonne Parish School Board unless made in writing and signed by the School Board's Purchasing Agent.

CONTRACT CONVEYANCE PROHIBITED

It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of a contract resultant from this bid or their right, title or interest therein, or their power to execute such contract, to any other person, firm, or corporation, without previous written consent of the Terrebonne Parish School Board.

CERTIFICATE OF INSURANCE

Upon notification, all successful bidders shall provide and maintain for the duration of the award a valid and acceptable Certificate of Insurance prior to any contract offering. Failure to provide the requested Certificate of Insurance within ten (10) days of the request may result in declaring a bid irregular, and therefore subject to rejection. Delays in meeting this requirement may result in loss of bid award and/or future bid awards. Please see the attached Insurance Requirements for Vendors, Service Contractors, or Professional Services for the acceptable minimum coverages.

VENUE AND JURISDICTION FOR LITIGATION

The Contractor 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 from this request for bids, and any contract entered into between the bidder and the TPSB, as a result thereof.

ORDERING

Orders are to be placed by purchase order and the vendor shall not accept orders without first obtaining a hard copy of the 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 of various sizes, quantities, and amounts will be issued as needed, throughout the term of the Contract.

The Contractor shall provide confirmations of order receipts and credit returns at the discretion of the user. 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 (1) day 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”.

The Contractor shall not charge sales taxes to the School Board. The School Board is exempt from state and local sales taxes by Legislative Act (See Louisiana R.S. 47:301 (8), 47:305.34. or 47:305.35).

There will be no minimum amount per order, however, the school system endeavors to not print purchase orders in an amount less than \$50.00. All orders shall be free inside delivery, with bulk orders being Tailgate Delivery, and F.O.B. destination, freight paid by the Contractor.

PACKAGING AND LABELING

Each item shall be securely and properly packaged in accordance with standard commercially accepted methods, without extra charge for packing cases, bailing, sacks, or pallets. Containers/Pallets are to remain the property of the TPSB unless a written request has been granted by the Purchasing Agent.

CURRENT PRODUCT AND WARRANTY

All products offered in response to this solicitation shall be new, unused, and in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user environment; and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Products shall carry the standard manufacturer and/or dealer warranties.

DELIVERY REQUIREMENTS

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 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. 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:

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.**

1. Terrebonne Parish Central Office/Administration	201 Stadium Drive	Houma	70360
2. AD Martin Jr. West Park Sp. Ed and Federal Center	7573 Park Avenue	Houma	70360
3. Transportation Department	340 St. Charles – Bldg. 1	Houma	70360
4. Carpentry Shop	340 St. Charles – Bldg. 2	Houma	70360
5. Purchasing Department	340 St. Charles – Bldg. 3	Houma	70360
6. Child Nutrition Department	340 St. Charles – Bldg. 3	Houma	70360
7. Maintenance Department	340 St. Charles – Bldg. 3	Houma	70360
8. Warehouse	340 St. Charles – Bldg. 3	Houma	70360
9. Terrebonne Technology Department	7305 Main Street	Houma	70360
10. Andrew Price Tech Department	1849 West Park Avenue	Schriever	70395
11. Acadian Elementary	1020 Saadi Street	Houma	70363
12. Bayou Black Elementary	4449 Bayou Black Drive	Houma	70360
13. Bayou Cane Adult Education	6484 W. Main Street	Houma	70360
14. Bourg Elementary	4413 St. Andrew Street	Bourg	70343
15. HL Bourgeois High	#1 Reservation Drive	Gray	70359
16. Broadmoor Elementary	1010 Broadmoor Avenue	Houma	70364
17. Caldwell Middle	445 Hwy 311	Schriever	70395
18. Coteau Bayou Blue	2550 Coteau Road	Houma	70364
19. Dularge Elementary	621 Dularge Road	Houma	70363

20. East Houma Elementary	222 Connely Street	Houma	70363
21. East St. Alternative	609 East Street	Houma	70363
22. Ellender High	3012 Patriot Drive	Houma	70363
23. Elysian Fields Middle	700 Hibernia Place	Houma	70363
24. Evergreen Junior High	5000 West Main Street	Houma	70360
25. Gibson Elementary	6357 S. Bayou Black	Gibson	70356
26. Grand Caillou Elementary	3933 Grand Caillou Road	Houma	70363
27. Grand Caillou Middle	2161 Grand Caillou Road	Dulac	70353
28. Honduras Elementary	530 Grand Caillou Road	Houma	70363
29. Houma Junior High	315 St. Charles Street	Houma	70360
30. Lacache Middle	5266 Hwy 56	Chauvin	70344
31. Legion Park Middle	710 Williams Avenue	Houma	70364
32. Lisa Park Elementary	6639 Lisa Park Avenue	Houma	70364
33. Montegut Elementary	1137 Highway 55	Montegut	70377
34. Montegut Middle	138 Dolphin Drive	Montegut	70377
35. Mulberry Elementary	450 Cougar Drive	Houma	70360
36. Oaklawn Junior High	2215 Acadian Drive	Houma	70360
37. Oakshire Elementary	5459 Vicari Street	Houma	70360
38. Pointe-Aux-Chenes Elementary	1236 Highway 665	Montegut	70377
39. School for Exceptional Children	105 Moffet Road	Houma	70363
40. Schriever Elementary	2052 W. Main Street	Schriever	70395
41. South Terrebonne High	3879 Highway 24	Houma	70363
42. Southdown Elementary* Design Phase	1124 St. Charles Street	Houma	70360
43. Southdown Primary*	1327 Bayou Dularge Road	Theriot	70397
44. Southdown Upper*	5000 Bayou Black Drive	Gibson	70356
45. Louis Miller Terrebonne Career and Technical High	3051 Patriot Drive	Houma	70363
46. Terrebonne High	7318 Main Street	Houma	70360
47. Upper Little Caillou Elementary	4824 Highway 56	Chauvin	70344
48. Village East Middle	315 Lafayette Woods Blvd	Houma	70363

SUBSTITUTIONS

Only brands and product numbers stated on Bid Form #1 are approved for delivery under this contract. There are no substitutions. All ink/toner cartridges MUST fall into the OEM category.

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.

PRODUCT AND RETURN

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 affected agency.

INVOICING AND PAYMENT

The Contractor shall provide a "proof of delivery" which will be signed by the customer receiving the delivery. This document must list the Terrebonne Parish School Board's assigned purchase order number, the number of packages received, and the delivery address. The Contractor shall not charge sales taxes to the Terrebonne Parish School Board (TPSB). The TPSB is exempt from state and local sales taxes by Legislative Act (See Louisiana R.S. 47:301 (8), 47:305.34. or 47:305.35).

It is necessary that the contractor provide multiple methods of billing to meet the unique requirements of the Terrebonne Parish School Board. The Contractor shall be required to offer a "bill complete" paper invoice (receiving one invoice per order) or a "bill by shipment" paper invoice (receive one bill per delivery), at the discretion of the agency.

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, and not 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

Invoices not referencing a valid purchase order number and proof of delivery will be returned unpaid. The School Board pays invoices 15-30 days from receipt in the Finance Department. Generally, this process does not exceed 30 days. The Finance Department pays by invoice only; not by statement. Where there is a question of nonperformance, payment in whole or part against which to charge back any adjustment required will be withheld. All invoices shall be sent directly to the Terrebonne Parish School Board Finance Department; inquiries regarding the status of unpaid invoices shall likewise be directed to the Finance Department.

CANCELLATION

The Terrebonne Parish School Board reserves the right to cancel the contract for unsatisfactory performance within thirty (30) days of written notice. 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. 26:652 when the victim is under the age of thirteen years shall not permit same employee to enter any 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. The contract may also be canceled or annulled by the School Board due to budget constraints.

INSTRUCTIONS TO BIDDERS

All bids with original signatures must be submitted in any of the following methods: hand delivered to the Purchasing Department, Terrebonne Parish School Board, 340 St. Charles Street, Building #3, Houma, LA 70360, mailed to the Terrebonne Parish School Board, P.O. Box, 5097, Houma, LA 70361, or submitted electronically using www.bidsync.com. All hand delivered or mailed bids must in a sealed envelope plainly marked “**Ink and Toner Contract**,” as per specifications on Attachment A. Bids shall not be accepted by facsimile or e-mail.

All bids must be submitted on the bid forms provided; copies are permitted. Only bids typed or written in ink, and properly signed by an authorized member of the firm or authorized representative will be accepted. Pencil figures, pencil signature, or photo-static copy of signature(s) on the bid forms submitted will disqualify the bid.

Bid Form #1:- Official Bid Pricing Form

Indicate on Bid Form #1 the unit of measure and unit price. Prices are to be quoted on the OEM model of the brand specified. Alternates will not be accepted, nor will used or remanufactured cartridges. Electronic forms are available to calculate the extended price (net price times the quantity). Bidders are encouraged to bid on all items listed. All items contained in Bid Form #1 are to be quoted net price FOB to TPSB sites regardless of order quantity. Items listed on Bid Form # 1 that are left unmarked will be considered just cause to reject the line item bid.

Bid Form #2 – Signature Page:

Signature herein guarantees products to be supplied will be against defective material or workmanship and to repair or replace any damage or marring occasioned within transit. In addition, bidder guarantees 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 the contract. Failure of the bidder to complete the bid form and signature page as directed will be just cause to reject the bid as “non-responsive” Bidder.

Bid Form #3: Owner Disclosure Form

Owner Disclosure Form must be submitted with the bid packet for the Ink and Toner Contract. Please fill out the form in its entirety. If not included in the bid packet, lowest responsible bidder will have ten days from the opening of bids to submit this form, or be rejected.

Bid Form #4: No Bid Letter

If your company does not wish to bid on the Ink and Toner Contract, but would like to remain on our list of vendors for future ink and toner bids the enclosed form must be returned. If you do not bid, and the enclosed form is not returned, your company will be removed from the bid list.

Attachment A

Submittal of Bid:

The envelope containing your bid submittal should be forwarded through the United States Mail; and may be hand delivered, sent by Fed Ex, or United Parcel Service (UPS). All envelopes with bid submittals must be delivered to the Purchasing Department no later than the due date and time of 2:00 P.M. on March 12, 2018.

Note: All outer envelopes including Fed Ex or UPS deliveries should have the Bid Name as indicated below, Ink and Toner Contract.

Any bid received after the specified date and time will not be accepted and will be returned unopened. Bid(s) 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 mailed or delivered, and addressed as per bid specifications; any bid submitted that is not properly addressed for submittal may be declared non-responsive and subject to rejection.

The bid shall be addressed following the example below:

<p>Name or Firm Physical or Mailing Address City, State Zip</p> <p style="text-align: center;">Purchasing Department Terrebonne Parish School Board 340 St. Charles Street, Building 3 Houma, LA 70360</p> <p>Ink and Toner Contract #031218</p>
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ATTACHMENT B

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 (if any)
 - 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.).

STANDARD TERMS AND CONDITIONS

SCOPE

These Standard Terms and Conditions are part of each Bid, Quote, 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 Bids, 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.

SUBMISSION OF BID/PROPOSAL

1. 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 House Bill No. 610 (Act No. 590) 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 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

2. 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.

3. 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, "Office Supply Contract".** Failure to properly mark Bid, Quote, or Proposal properly may 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.

4. 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.
5. All information requested in the Bid, Quote, or Proposal form with regard to each item against which a Bid, Quote, or Proposal is submitted shall be given to constitute a regular Bid, Quote, or Proposal.
6. The Terrebonne Parish School Board reserves the right to select any part of the Bid, Quote, or Proposal or the whole Bid, Quote, or Proposal as well as reject any and all Bids, Quotes, or Proposals in whole or part and to award Bids, Quotes, or Proposals in whole or part as indicated in the Bid, Quote, or Proposal document. Further, the Terrebonne Parish School Board reserves the right to use State or Government contract pricing when it is lower than Bid, Quote, or Proposal prices received.
7. 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.
8. Alternate Bids, Quotes, or Proposals may be considered, unless specifically indicated otherwise in the Bid, Quote, or Proposal document (See paragraph 62 of this document).

9. 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, but 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.
10. 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.
11. 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.
12. 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.
13. If there is a discrepancy between the unit price and extension, the unit price shall prevail.

14. 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.
15. 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.

SAMPLES

16. 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.
17. Samples, when required, must be submitted strictly in accordance with instructions included within each Bid/Quote/Proposal. If samples are not required, but determined to be needed, they shall be delivered within seven (7) days following the 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.
18. When the Bid, Quote, or Proposal indicates that an item to be purchased is to be equivalent to a specified brand, make or model, the alternate item offered must be truly equal in quality, character, and performance to that specified. 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.

EXCLUSION/REJECTION OF BIDS

19. 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.

20. 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.
21. 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.
22. 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

23. 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.
24. 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.
25. 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 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.
26. 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.

27. 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.
28. Preference will be given to commodities produced, assembled, or manufactured in the State of Louisiana in accordance with state statutes. It shall be the responsibility of the bidder to declare any preference eligibility for any item(s) submitted with a Bid, Quote, or Proposal. Bids, Quotes, or Proposals being equal, preference will be given to resident bidders of Terrebonne Parish.
29. 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.
30. 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.
31. **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.**

CONTRACT

32. 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 purchase 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.

33. 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.
34. 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.
35. 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:
 - A. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
 - B. 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.
36. 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.
37. 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.
38. The placing in the mail to the address given in the Bid, Quote, or Proposal 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.** (Reference 44. H.) 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.

39. **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.
40. 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.
41. 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.
42. 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.
43. 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.

44. Contractor/Bidder hereby guarantees to:

- A. 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.
- B. 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.
- C. Guarantee his/her products against defective material or workmanship, and to repair, or replace any damage or marring occasioned in transit.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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.

DELIVERY

45. 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.
46. 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.
47. Equipment, materials, and supplies delivered must be new and unused items, except as otherwise specifically state in Bid, Quote, or Proposal.
48. 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.
49. 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.
50. 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.

51. Contractor should maintain an adequate supply of items in order to meet specified delivery.

INSPECTION AND TESTING

52. The inspection of all commodities and the making of chemical and physical tests of samples submitted with Bids, Quotes, or Proposals, and samples of deliveries to determine, whether or not the specifications are being complied with shall be made in the manner prescribed by the Agent.
53. Any item which fails, in any way, to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Agent shall be final.

INVOICES

54. Invoices will be submitted by the contractor to the Terrebonne Parish School Board and the invoice 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 **in triplicate** directly to the accounting department of the using agency. If applicable, invoices shall show the amount of state tax, parish tax, the cash discount; and shall be submitted on the contractor's own invoice.

PAYMENT

55. Payment is normally made 15-30 days from receipt of an approved and correct invoice.
56. Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustment required will be withheld. In the event a cash discount is involved, the withholding of payment as provided herein shall not deprive the Terrebonne Parish School Board from taking such discount.
57. Payment will be made only after presentation of an approved invoice to the finance department. All invoices shall be sent directly to the Terrebonne Parish School Board and inquiries regarding the status of unpaid invoices shall be likewise directed to the finance department.
58. 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.
59. Payment for the unused portion of an inferior delivery will be made by the Terrebonne Parish School Board on an adjusted price basis determined by the agent.

SAVING CLAUSE

60. 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.
61. 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.
62. 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

63. 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.

BID/PROPOSAL FORM COMPLETION

64. 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

65. 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

66. 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

67. 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

68. 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

69. 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.

INQUIRIES

70. Questions regarding these standard terms and conditions should be addressed to the Terrebonne Parish School Board's Purchasing Agent at P.O. Box 5097, Houma, LA, 70361.

BID CHECKLIST

- _____ Envelope correctly labeled
- _____ Bid Form #1 (Bid Pricing)
- _____ Bid Form #2 (Bid Signature Page)
- _____ Bid Form #3 (Owner Disclosure Certificate)
- _____ Bid Form #4 (No Bid Letter)

TERREBONNE

Parish School District

Ink and Toner Contract Bid Bid Form #1

Company Name:

Address:

Phone Number:

Email Address:

Fax Number:

Prices Valid Until: June 30, 2019

Bid Prepared By:

This bid section is to be awarded to one vendor on an "all or none" basis.

Minimum Specifications: Pricing for OEM cartridges is required. The Terrebonne Parish School District will not accept pricing for refurbished cartridges. Please do not leave any spaces blank; enter N/A if you choose not to bid on an item.

This form must be a part of all bid packets.				
	DESCRIPTION	FACTORY ITEM NUMBER	UNIT OF MEASURE	UNIT PRICE
1	HP 05A, Black	CE505A	EACH	
2	HP 05X, Black	CE505X	EACH	
3	HP 11A, Black	Q6511A	EACH	
4	HP 11X, Black	Q6511X	EACH	
5	HP 12A, Black	Q2612A	EACH	
6	HP 15A, Black	C7115A	EACH	
7	HP 21, Black	C9351AN	EACH	
8	HP 22, Tri-Color	C9352AN	EACH	
9	HP 27, Black	C8727AN	EACH	
10	HP 35A, Black	CB435A	EACH	
11	HP 39A, Black	Q1339A	EACH	
12	HP 42A, Black	Q5942A	EACH	

This form must be a part of all bid packets.

	DESCRIPTION	FACTORY ITEM NUMBER	UNIT OF MEASURE	UNIT PRICE
13	HP 42X, Black	Q5942X	EACH	
14	HP 56, Black	C6656AN	EACH	
15	HP 57, Tri-Color	C6657AN	EACH	
16	HP 60XL, Black	CC641WN	EACH	
17	HP 60XL, Tri-Color	CC644WN	EACH	
18	HP 64A, Black	CC364A	EACH	
19	HP 64X, Black	CC364X	EACH	
20	HP 75, Tri-Color	CB337WN	EACH	
21	HP 78A, Black	CE278A	EACH	
22	HP 80A, Black	CF280A	EACH	
23	HP 80X, Black	CF280X	EACH	
24	HP 81A, Black	CF281A	EACH	
25	HP 90A, Black	CE390A	EACH	
26	HP 96, Black	C8767WN	EACH	
27	HP 97, Tri-Color	C9363WN	EACH	
28	HP 124A, Black	Q6000A	EACH	
29	HP 124A, Cyan	Q6001A	EACH	
30	HP 124A, Yellow	Q6002A	EACH	
31	HP 124A, Magenta	Q6003A	EACH	
32	HP 504A, Black	CE250A	EACH	
33	HP 504A, Cyan	CE251A	EACH	

This form must be a part of all bid packets.

	DESCRIPTION	FACTORY ITEM NUMBER	UNIT OF MEASURE	UNIT PRICE
34	HP 504A, Yellow	CE252A	EACH	
35	HP 504A, Magenta	CE253A	EACH	
36	HP 504X, Black	CE250X	EACH	
37	HP 507A, Black	CE400A	EACH	
38	HP 507X, Black	CE400X	EACH	
39	HP 507A, Cyan	CE401A	EACH	
40	HP 507A, Yellow	CE402A	EACH	
41	HP 507A, Magenta	CE403A	EACH	
42	HP 508A, Black	CF360A	EACH	
43	HP 508A, Cyan	CF361A	EACH	
44	HP 508A, Yellow	CF362A	EACH	
45	HP 508A, Magenta	CF363A	EACH	
46	HP 564, Black	CB316WN	EACH	
47	HP 564, Photo Black	CB317WN	EACH	
48	HP 564, Cyan	CB318WN	EACH	
49	HP 564, Magenta	CB319WN	EACH	
50	HP 564, Yellow	CB320WN	EACH	
51	HP 652A, Black	CF320A	EACH	

This form must be a part of all bid packets.

	DESCRIPTION	FACTORY ITEM NUMBER	UNIT OF MEASURE	UNIT PRICE
52	HP 654A, Cyan	CF331A	EACH	
53	HP 332A, Yellow	CF332A	EACH	
54	HP 333A, Magenta	CF333A	EACH	
55	HP 950, Black	CN049AN	EACH	
56	Troy M605 MICR Toner Secure High Yield	02-82021-001	EACH	
57	Brother, Black	TN720	EACH	

Authorized Signature

Position

Date

Ink and Toner Contract Form #2
Signature Page

Note: A completed signature page must be attached to each bid packet.

Vendor Name: _____

Phone #: _____ Fax #: _____

Address: _____

Email Address: _____

Signature below indicates that if awarded this bid, we will agree to the specifications of this bid and awarded bid pricing for a contract period of one (1) year, unless an extension is agreed upon. We also understand that the Terrebonne Parish School Board reserves the right to cancel the contract for unsatisfactory performance within thirty (30) days of written notice.

Printed Name

Signature

Date

TERREBONNE
Parish School District

**INK AND TONER CONTRACT
OWNER DISCLOSURE CERTIFICATE (Form 3)**

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CELL PHONE: _____

FAX NUMBER: _____

EMAIL: _____

FED. TAX ID# _____

The Company Bidding is:

A. _____Manufacturer _____Dealer _____Representative

B. _____Corporation _____Partnership _____Sole Owner

If corporation, list any individuals or companies that own 10% or more stock:

1. _____ 2. _____

3. _____ 4. _____

If partnership, list principal partners:

1. _____ 2. _____

3. _____ 4. _____

Owner Signature: _____

Title: _____

Type or Print Signature and Title

TERREBONNE
Parish School District

February 7, 2018

To: Bidders – Ink and Toner Contract

From: Purchasing Department, Terrebonne Parish School District

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 or Type)

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

(City) (State) (Zip Code)

Representative's
Signature: _____

Representative's
Printed Name _____