

**TERREBONNE**  

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**Parish School District**

**REQUEST FOR BIDS  
for**

**Materials and Supplies for Teaching  
Catalog Bid**

**BID #111418**

**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), November 14, 2018** for **Materials and Supplies for Teaching Catalog Bid**. 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](http://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: **October 5, 2018, October 11, 2018, October 17, 2018 and October 24, 2018**

# TERREBONNE

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## Parish School District

### Materials and Supplies for Teaching Catalog Bid Bid Number 111418

#### 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 instructional 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 a full line of general teaching supplies that are required in the fulfillment of daily operations;
- Improve the overall effectiveness and efficiency of the instructional supply procurement process particularly in ease of administering, ordering, receiving, and paying;
- Provide agencies with timely delivery of quality instructional supplies at competitive, affordable prices, and lowering of overhead costs.

The estimated potential value of this contract may be over \$125,000.00. 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	- 10-05-18
Inquiry Deadline Date**	- 10-31-18
Bid Deadline Date	- 11-14-18 (2pm)
Bid Opening Date	- 11-14-18

## 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 (**November 14, 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](mailto:curtisc@tpsd.org).

## METHOD OF AWARD

Bid Awards will be to the qualified bidder with the highest discount percentage with consideration given to the quality of the articles that are supplied, conformity to bid specifications, and delivery terms. The TPSB will award this catalog 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 bid will be awarded for the winner's entire catalog.

The TPSB reserves the right to make an award within ninety (90) 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 ninety 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 responses cannot be made after bids are received. TPSB must award the bid to ***bidder with the highest discount percentage meeting all specifications.*** Award for an instructional supply vendor and all terms and conditions outlined in this packet will be legally binding.

## NON-EXCLUSIVITY

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 (2) additional, twelve (12) month period at the same prices, discounts, terms, and conditions. The anticipated start date of this contract is February 1<sup>st</sup> 2019.

#### **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 32<sup>nd</sup> 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.

## **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.

## **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.

## **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.

## **BID FORM COMPLETION**

Bids must be submitted on the bid forms provided or a copy thereof. Only bids written in ink or typed 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.

### **CATALOG AND PRICING INFORMATION**

Indicate on Bid Form 1 the discount percentage applied to catalog items, the minimum purchase amount for free shipping, and any catalog items excluded from the discount.

### **CATALOG SUBMISSION INSTRUCTIONS**

A copy of the vendor's catalog shall be submitted with the bid. The catalog from which bidder's discount is quoted must be the most current catalog available at the time of the bid opening. The Bidder's catalog shall be dated, shall contain a minimum of 10,000 full-line instructional products, and must include, at minimum, all products, (or equally substituted products) specified on the "Materials and Supplies for Teaching Bid Attachment C. Catalog shall include detailed descriptions of the products, the list prices, or net prices, including pictures sufficient for customers to easily select any desired product(s).

### **BRAND EQUIVALENT**

The specified brands and quantity listed on Attachment C are indicative of the items that the school district may purchase. These specific products listed are not inclusive and are used to provide the standard and quality of the product desired. Any samples provided will become property of the Terrebonne Parish School District.

The School Board's Purchasing Agent has final authority for deeming brand equivalency. The School Board and/or its Purchasing Agent reserves the right to reject bids in the event that the comparable quality and specifications of the items or brands offered by the Bidder's catalog cannot be determined and/or are not available across the bidder's catalog.

**DISCOUNT STRUCTURE:** *(Not applicable to vendors bidding net prices from a matrix catalog)*

Discounts shall apply to all items contained in the bidder's catalog having a net discounted price not exceeding \$1,000 per item. Discounts may vary from category to category or be the same within different categories of the catalog bid.

### **SIGNATURE PAGE AND INSURANCE REQUIREMENTS**

Bid Form #2 indicates your intent to comply with the bid specifications, Terrebonne Parish School District Standard Terms and Conditions, and insurance requirements. At the Contractor's own expense, the Contractor shall carry proper insurance and name Terrebonne Parish School District as additional insured. It is optional to include certificate of insurance with bid submittal.



# TERREBONNE

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## 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](http://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](http://www.bidsync.com) or the [www.vendorregistry.com](http://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, "Materials and Supplies for Teaching Catalog"**. 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.** (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.

**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.

<b>DELIVERY</b>
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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:

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 **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.

## INVOICING AND PAYMENT

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.

## 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 **November 14, 2018**.

Note: All outer envelopes including Fed Ex or UPS deliveries must have the Bid Name as indicated below, Materials and Supplies for Teaching 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 will 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 shall 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>Purchasing Department Terrebonne Parish School Board 340 St. Charles Street, Building 3 Houma, LA 70360</p> <p>Materials and Supplies for Teaching Bid #<b>111418</b></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 of 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.).



**Attachment C**

**Frequently Purchased Instructional Supplies**

Item		DESCRIPTION	BRAND	Factory Item Number
1	Calculator	Scientific Calculator	Texas Instruments	TI-30Xa
2	Chart Tablets	24" X 32", White Bond Paper, Spiral Bound to Stiff Cover, 2 Hole Punch, 1 1/2" Ruled, 25 Sheets/Tablet	Pacon/Bemis Jason	7471-0
3	Colored Chalk	Non-Toxic, 6 Assorted Colors, 12 Sticks/Box, 12 Boxes/Wrap (2 Red, 2 Blue, 2 Yellow, 2 Green, 2 Orange, 2 Violet)	Prang	61400
4	Combination Padlocks	Key Controlled, Double Wall Strength, Stainless Steel outer case, Automatic Lock, Strong Nickel Plated Swivel Shackle, Permanently Lubricated, Minimum 1 Control Key for Each Facility, and 1 Control Key for 50 Locks Ordered	Master Lock	#1525
5	Composition Book - 1 Subject	70 Sheet, 10 1/2" X 8", Wide Ruled with Wire Binding, 3-Hole Punched, No Perforations, 24 books/carton (College Ruled unacceptable)	Mead	5510
6	Composition Book - 3 Subject	120 Sheet, 10 1/2" X 8", Wide Ruled with Wire Binding, 3 Hole Punched, No Perforations, 24 books/carton, (College Ruled unacceptable)	Roaring Springs	#10041
7	Crayons - Jumbo Wax	7/16" X 4 1/4" Triangular Shaped Paper Wrapped, Non-Toxic, 8 Assorted Colors per box with lift off lid, 8 Boxes per Wrap	Crayola	52-4008
8	Crayons - Wax (8)	Standard Wax, 8 Assorted Colors, 12 Boxes per Wrap	Crayola	52-0008
9	Drawing Paper	50# Weight cream manila drawing paper, 500 12" x 18" sheets per ream	Pacon	4012

10	DryErase Surface Cleaner	Non-Toxic Cleaner that conforms to ASTM-D4263, 8oz bottles, packed in cases of 12	Sanford	81803
11	Eraser, Large Vinyl	1" X 2 1/4", Non-abrasive, non-smudge, pencil eraser, 12/box	Dixon	DXN39701
12	Eraser, Pencil Top	Soft, Pliable, Shift on Wedge Cap Erasers for Standard Pencils, 144/box	Easy Erase	7107
13	Facial Tissue	2 Ply, White, Soft, Dispenser Size, Pop Up, Plain with no additives, 100 Sheets/Box	Kleenex	21400
14	Glue - 4oz	White, Non-Toxic, Bonds Paper, Wood, Etc., 4 ounce bottles, 48 bottles/wrap	Borden's	E372
15	Glue Stick	.74 ounce, Non-Toxic, Washable, 12 sticks/box	Prang	15115
16	Hand Sanitizer	8oz Pump Dispenser Bottle, 8 oz bottle, 12 bottles/case	Purell (GoJo)	9652-12
17	Highlighter - Yellow	Fluorescent Liquid Accent with Micro Chisel Point, Water Resistant, Non-Fading, See Through Fluorescent Ink, 12/box	Sanford Accent	SAN24425
18	Index Cards - 3 X 5	3" X 5", White, Ruled, 100/pack	Oxford	31
19	Ink Pens	Black, Fine Point, 12mth shelf life, 12/box	BIC Round Stick	GSF11
20	Ink Pens	Red, Fine Point, 12mth shelf life, 12/box	BIC Round Stick	GSM11RD
21	Mailing Labels	1" X 2 5/8", Bright White, Self-Adhesive, 30 Labels per sheet, 100 sheets/box	Avery	5160
22	Manila Folders	Legal, One Third Cut, 11 lb., 100/box	Oxford	753 (1/3)
23	Manila Folders	Letter, One Third Cut, 11 lb., 100/box	Oxford	752 (1/3)
24	Markers, Permanent	Black, Permanent, Water Proof, Quick Drying, Chisel Tip, 12/box	Sanford	3000
25	Markers, Permanent, Sharpie	Black, Fine Tip, Permanent, 12/box	Sanford	30001

26	Markers, Fine Line	Black, 8 count, Brilliant Class Colors, 6 boxes/wrap	Crayola	58-7709
27	Notebook	Spiral Bound Wide Margin, 10.5" x 8" 70 sheets	Tops	65000
28	Paper - Loose Leaf Filler	8 1/2" X 11", White, Square Cornered, 16 lb, Lighted Ruled on Both Sides, Wide, Red Margin Rule, 3 hole punch, 200 sheets per pack	APC	130P200
29	Paper Clips - Standard	#1, 100 Clips/Box, 10 Boxes/Wrap	Leonard	#201E
30	Paper - Handwriting	Multi Program, Bright, Ruled with Red Base Lines, Blue Dotted Mid-Lines, Blue Headlines, 500 Sheets per Ream	Pacon	2421
31	Pencils - Colored	12 Assorted Colors, Standard, 7" L, Pre-sharpened, 12 Boxes/Wrap	Sargent	22-7212
32	Pencils - Jumbo Kindergarten	Chem-Lead, Large Round Shaft with Eraser, 12 pencils/pack	Musgrave	500T
33	Pencil Pouch	9 3/4" X 7 3/4", Nylon, Zippered, Reinforced metal grommets, 3 hole fits 3-ring binder, See Through Front Window	JOT	983745
34	Pencil Sharpener	Single Hole Electric	X-Acto	1818
35	Pencils - Standard	7 1/2", #2 Standard Hexagon, Eraser and Metal Ferrule, 144 Pencils/Gross	Musgrave	Prospector II
36	Post-it Notes	3" X 5", Removable, Self-Stick, Canary Yellow, 100 Sheets/Pad, 12 Pads/Pack	3M Highland	6559
37	Poster Paper - White	22" X 28, 4-Play, 17 Point, Extra Stiff and Smooth Coated on One Side, Free of Stickers on Writing Surface, 100 Sheets/Pack	Roselle	RR401
38	Protractor	6" Ruler at the Base, Heavy Clear Plastic, 12 per box	Leonard	77106

39	Report Covers	8 1/2" X 11", Wide Pocket Style with Fasteners for 3-Hole Punched Paper, 25 Assorted Covers per Box	Mead	34710
40	Rubber Bands - #19	#19, Pure Gum, 1/4 lb per box	Alliance ECO	#19
41	Ruler - 12 inch	1 1/8" X 12", Durable Plastic, Solid Background Color, (not clear), Scale to 16ths on the edge and centimeters on opposite edge, 36 Rulers/box	Status - Plus	23-061
42	Scissors - Adult	8", Straight Cut, Lightweight Plastic Handle, Stainless Steel Blades	Mastercut	SM1792
43	Scissors - Fiskar	Metal Blade with Blunt Point for Kids, Can be used with Right or Left Hand, 12 scissors/pack	Fiskars	95017197
44	Sentence Strips	3" X 24" Manila, Printed Guidelines 1 3/4", 100 strips per pack	APC	9760
45	Sheet Protectors	8.5" X 11", Clear, Top-Loading, 3-Hole Punched, Polypropylene with Reinforced Binding Edge, 100 Sheets per box	Avery	AVE-75536
46	Staplers	Standard with Open Channel Loading to fit full strip of 210 staples	Stanley Bostich	B515
47	Staples	Standard, 5000 per box, 12 boxes per wrap	Hunt	073785B
48	Thumbtacks	5/16", Polished Head Needle Point, 100 per box, 10 boxes per carton	General	#2
49	Watercolors	8 Half Pan Plastic Box with Brush, Washable, (Red, Blue, Yellow, Green, Orange, Black, Brown, and Violet), 6 Pans per Wrap	Prang	80525
50	Zip Lock Bags	Heavy Duty Quart Size Storage Bags, 20 bags per box	Zip Lock	

TERREBONNE  
Parish School District

**BID CHECKLIST**

- \_\_\_\_\_ Envelope correctly labeled
- \_\_\_\_\_ Bid Form #1 Bid Catalog Discount Pricing
- \_\_\_\_\_ Bid Form #2 Bid Signature Page
- \_\_\_\_\_ Bid Form #3 Owner Disclosure Certificate
- \_\_\_\_\_ Bid Form #4 No Bid Letter (Not required if submitting a bid)

# TERREBONNE

## Parish School District

### Materials and Supplies for Teaching Bid Form #1

Company Name: \_\_\_\_\_ Bid Prepared By: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Number	Criteria	Response
1	Percentage Discount for items in online store/catalogs as provided with this bid	
2	Minimum Purchase Required for Free Shipping & Handling	
3	Items Excluded from Discount	
4	Additional Fees or Terms	

We agree to give similar discount pricing on items in all other catalogs.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

TERREBONNE  
Parish School District

Materials and Supplies for Teaching Contract Form #2

Vendor Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Email Address: \_\_\_\_\_

Signature below indicates that if awarded this bid, we will agree to the specifications of this bid, insurance requirements, and awarded bid pricing for a contract period of one (1) year, unless an extension is agreed upon. We 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

## MATERIALS AND SUPPLIES FOR TEACHING 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

November 14, 2018

To: Bidders – Materials and Supplies for Teaching 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 \_\_\_\_\_