

**TERREBONNE**  

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**Parish School District**

**Request for Bids  
For**

**DUPLICATOR PAPER  
&  
CARD STOCK  
CONTRACT**

**Bid# 032819**

**Philip Martin, Superintendent**

## **ADVERTISEMENT FOR BIDS**

Notice is hereby given that the Terrebonne Parish School Board will receive sealed bids at its Purchasing Department, 340 St. Charles Street, Building #3, Houma, Louisiana, until the hour of **two o'clock (2:00 PM), March 28, 2019 for Duplicator Paper and Card Stock. Any bid received after the specified time and date of 2:00 PM on March 28, 2019 will be returned unopened. Bids will be publicly opened and acknowledged at 2:30 PM, March 28, 2019 in the office of the Purchasing Agent, 340 St. Charles Street, Building #3, Houma, LA 70360 and reviewed by an evaluation committee at a later date.**

Bids/quotes 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 bidding 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, Agent at (985) 876-7400, extension #243.

Pursuant to R.S. 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. Failure of the bidder to upload their bid to BidSync is not the responsibility of Terrebonne Parish School Board.

As per 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 the state. It is the responsibility of the bidder to declare any preference eligibility for an item(s) submitted with the bid. A preference claim will not be allowed after bids are publicly opened.

The Terrebonne Parish School Board reserves the right to use any state, government, or school contract that was properly let for public bidding as a bid for any item(s) where the prices are lower than or equal to the prices submitted by any or all vendors that are pertaining to the Duplicator Paper and Card Stock Bid.

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 or all Vendors to request and submit bids as advertised.

To the extent permitted by applicable state and federal laws and regulations, the Terrebonne Parish School Board reserves the right to reject any or all bids for just cause.

Ms. Debi Benoit, President  
TERREBONNE PARISH SCHOOL BOARD

Publication Dates: **February 13, 2019, February 27, 2019, March 6, 2019,**

# TERREBONNE

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## Parish School District

### Bids for Duplicator Paper and Card Stock

#### PURPOSE

The Terrebonne Parish School Board (also referred to as the TPSB) is interested in receiving bids from qualified companies (hereinafter referred to as Contractors or qualified providers) to provide Duplicator Paper & Card Stock for approximately 50 school facilities and administrative buildings.

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

- Secure a qualified vendor to supply and deliver a bulk order of the Duplicator Paper & Card Stock that are required in the fulfillment of daily operations;
- Provide timely delivery of quality products and timely execution of services at competitive, affordable prices to the Terrebonne Parish School Board.

The potential value of this contract may be over \$200,000.00. 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 of this contract.

#### CALENDAR OF EVENTS

Release of Invitation to Bid	- 02-13-19
Inquiry/Sample Deadline Date**	- 03-15-19 (10:00 am)
Bid Due Date	- 03-28-19 (02:00 pm)
Bid Opening Date	- 03-28-19 (02:30 pm)
Issuance of Purchase Orders to Winning Vendors	- 07-01-2019

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

#### INQUIRIES

All inquiries must be submitted in writing by **March 15, 2019 at 10:00 am**. Inquiries may be emailed to [purchasing@tpsd.org](mailto:purchasing@tpsd.org) or mailed to 340 St. Charles Street, Building #3, Houma, LA 70361.

#### **METHOD OF AWARD**

Bids will be awarded 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 as an “all or none basis” **per category** to the overall lowest responsive and responsible bidder based on the specified criteria described below and on Bid Form #1.

**The following items in each category will be awarded as “all or none”:**

**(Category #1) Sections #1 through #10 White and Colored Card Stock**

**(Category #2) Section #11 White Duplicator Paper**

**(Category #3) Sections #12 through #23 Colored Duplicator Paper**

The TPSB reserves the right to make an award within sixty (60) 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 sixty 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. Prices shall remain firm during this period.

The quantities listed in the bid may be increased or decreased by the Purchasing Agent to meet new or amended requirements of the School Board between the time the bid is issued and the time the award is made, subject to bidder’s acceptance.

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.

#### **CONTRACT PERIOD**

The Terrebonne Parish School Board intends to award all sections of the Duplicator Paper and Cardstock Bid for an initial period of twelve (12) months with the option to renew two additional 12 month periods.

#### **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.

### 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.

### DELIVERY REQUIREMENTS

**Category #2 (White Duplicator Paper) of this bid is considered a “two-time drop shipment”, with first and second shipments occurring in or around July and January.** Bidders are not obligated to honor the prices quoted beyond completion of both deliveries. However, initial delivery (of the two deliveries) must be made within **30 to 45 days after receipt of a purchase order. Delivery time(s) shall always be prior to noon, CST.** Delivery date(s) given by bidders must be accurate.

Failure of a contractor to deliver within the specified 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 in the open market to replace the commodities rejected or not delivered. 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 to promptly reimburse the Terrebonne Parish School Board for excess costs associated with such purchases. However, should public necessity demand it, the 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 of the TPSB.

When items are rejected, they must be removed by the contractor from the premises (delivery site) of the Terrebonne Parish 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 School Board shall have the right to dispose of them as its own property.

All bid prices shall be quoted F.O.B (**tailgate delivery and on pallets**), to the Terrebonne Parish School Board Warehouse, 340 St. Charles Street-Building #3, Houma, LA 70360. Successful bidders shall advise their carrier(s) that shipments of all awarded items are to be tailgate deliveries and placed on pallets. **Any delivery made which is not a tailgate delivery will be refused.** (See note below.) Drivers shall

bring the pallet(s) to the rear of the delivery truck. Failure of the driver to do so will result in a flat rate charge of \$50.00 per delivery truck to the Vendor for School Board employees to perform that task. The fee shall either be paid prior to the delivery or will be deducted from the vendor's invoice. Vendor agrees to these terms and conditions by this bid submission.

**Note: White duplicator paper (item #11) is exempt from the tailgate requirement as long as vendor agrees to hold harmless TPSD employees from any damage that may occur in the unloading of white duplicator paper.** TPSB will supply the labor and equipment to unload **white duplicator paper** as long as the duplicator paper is delivered in tractor trailers on pallets. Otherwise vendor shall provide a lumber to place items on tailgate.

Vendor shall contact Mr. John Celestin, Warehouse Manager, at (985) 876-7400, extension #315, to schedule each delivery. Failure to pre-schedule any delivery may subject said delivery to being rejected. Additional delivery information will be issued with each purchase order as needed.

**Bidders are strongly advised to review the Terrebonne Parish School Board Terms and Conditions, as the Terms and Conditions shall be included as a part of the Duplicator Paper Contract.**

#### **SUBSTITUTIONS**

Only brands and product numbers stated on Bid Form #1, and those substitutes approved prior by TPSD prior to substitution deadline, are approved for delivery under this contract. 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.

### **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 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. Any Bid submitted electronically ([www.bidsync.com](http://www.bidsync.com)) shall include an electronic signature. Failure of the bidder to upload their bid to BidSync is not the responsibility of Terrebonne Parish School Board.

Your firm may submit more than one bid (for example, you may bid all items as specified and bid an alternate for any item). A separate Bid Form #1 must be submitted for each bid.

Bid Form #1 is available in Excel format. Please contact Alli Dugas, Purchasing Buyer, by e-mail at [allidugas@tpsd.org](mailto:allidugas@tpsd.org) to obtain the Bid Form #1 in Excel format. Your company may only use the Excel spread sheet to complete the response blocks. Any other changes may result in your bid being declared irregular, and shall not be considered for award.

## **Bid Form #1:- Official Bid Pricing Form**

Indicate on Bid Form #1 the brand quoted, item number, unit of measure, and net price. Electronic forms are available to calculate the extended price (net price times the quantity). Bidders are encouraged to bid on all items listed (or an equal substitute). 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 irregular and not considered**.

**Step 1. Enter Your Company Name:** “ \_\_\_\_\_ ”

**Step 2. Complete the “Brand Quoted” and “Item Number” Columns:**

The bid form includes a description of the item, the preferred unit of measure, and the specified brand and item number. The specified brands and quantity listed on the Bid Form are indicative of the items that the School Board may purchase. These specific products listed are not inclusive and are used to provide the standard and quality of the product desired. Other products brands may be bid provided they are of equal performance and are approved as an equal substitute.

The TPSB’s Purchasing Agent has final authority for deeming brand and number equivalency. The TPSB reserves the right to reject individual line items listed on Bid Form #1 in the event that the comparable quality and specifications of the substitute item or brand offered by the Bidder cannot be determined and/or are not available.

When bidding the brand name specified, enter the brand quoted, item number, and/or unit of measure in the spaces provided. Cells/blanks left unmarked for any item(s) on the bid form will be declared irregular/non-responsive, and the item(s) will not be considered.

When bidding **a different brand and/or item number**, bidders must submit, or have the manufacturer submit, samples on one item of each brand for all items. Samples and/or documentation of the alternate item(s) are required to constitute a valid bid. Samples must be submitted and received by **10:00 A. M. on March 15, 2019**, the inquiry/sample due date. Samples must be delivered to the Terrebonne Parish School Board Purchasing Department, 340 St. Charles Street, Building #3, Houma, Louisiana. No bidder shall be awarded an alternate item unless a sample, or sample of each particular brand, is available to compare the quality of the item with the specified brand. It is the sole responsibility of the bidder to assure that samples are submitted by the deadline date and time. **Samples must be submitted under separate cover and clearly marked as “Samples for Duplicator Paper Contract.”** **Do not submit samples in the same package as the bid forms.** The Terrebonne



Parish School Board's Purchasing Department will not be responsible for the untimely receipt of any bid submitted which may be mixed in with samples.

If samples and/or documentation of unspecified brands are not received prior to the bid opening, the bid for these items will be declared irregular/non responsive and will not be considered. Samples of awarded bid items will be retained for comparison at our Warehouse facility. Any item(s) received that is not of the same quality or specification of the item bid shall be rejected. It will be the responsibility of the vendor at their expense to remove the samples/item(s) within 30 days after the bid award; otherwise, all samples will become the property of the TPSB.

**Step 3: Complete the "Unit of Measure" Columns:**

It is our preference that the specified *Quantity* and/or *Unit of Measure* of an item(s) are not altered. TPSB is not requesting that the bidder break a box, case, etc. and ship only the amount specified. Bidders must indicate on the bid form next to each item if the standard unit of packaging will be broken. By submission of a bid, the bidder hereby agrees to furnish the quantities as ordered and may split packaging. When completing the bid form, items are assumed to be **as specified** (the exact brand, size, and unit of measure/packaging quoted), unless noted.

Bidders may request a deviation in packaging by including the word "deviation" in the unit of measure column on the bid form. ***Deviations will be considered, provided the request for a change in packaging is small and/or reasonable, as determined by bid evaluation committee.***

When deviating from the quantity listed, bidders must attach a separate page to Bid Form #1 to comment on deviations requested. The successful bidder will be contacted after the bids are evaluated to confirm packaging and pricing. **Vendors who submit bids lacking the specified units of measure will be disqualified.** Changes will not be considered after awards are made. The TPSB reserves the right to reject any or all deviations that are not in the best interest of the TPSB.

***Any deviation from the specifications listed in the bid must be noted in detail, and submitted in writing as specified, or on a separate document, and attached on/with the bid form. 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 specification(s). Failure to submit documentation of specification deviation shall be grounds for rejection of the item(s). A School Board Evaluation Committee will review all deviations or alternatives, and reserves the right as sole authority for acceptance or rejection of deviations and/or any alternative bid.***

**Step 4: Complete the "Net Price" Column:**

If the net price column is left unmarked for any item, then the bid for that item(s) will be declared irregular and nonresponsive, and the entire category will not be considered.

## **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 Duplicator Paper and Colored and White Card Stock 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.

**The following forms are required by Federal Law when using Federal School Food Service monies:**

**Bid Form #4: Certification Regarding Debarment**

**Bid Form #5: Certification Regarding Lobbying**

**Bid Form #6: Disclosure of Lobbying Activities**

**Bid Form #7: Certificate of Independent Price Determination**

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

## **Bid Form #8: No Bid Letter**

If your company does not wish to bid on the Duplicator Paper and Card Stock Contract, but would like to remain on our list of vendors for future 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 Thursday, March 28, 2019.**

Note: All outer envelopes including Fed Ex or UPS deliveries should have the Bid Name as indicated below, **Duplicator Paper and Card Stock Bid.**

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>Purchasing Department Terrebonne Parish School Board 340 St. Charles Street, Building 3 Houma, LA 70360</p> <p><b>Duplicator Paper and Card Stock Bid #032819</b></p>
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# 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, 340 St. Charles Street, Houma, Louisiana 70360, with the envelope plainly marked, "Duplicator Paper and Card Stock"**. 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.

<b>ALTERNATES AND SAMPLES</b>
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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.

## **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 (Certification Regarding Debarment)
- \_\_\_\_\_ Bid Form #5 (Certification Regarding Lobbying)
- \_\_\_\_\_ Bid Form #6 (Disclosure of Lobbying Activities)
- \_\_\_\_\_ Bid Form #7 (Certificate of Independent Price Determination)
- \_\_\_\_\_ Bid Form #8 (No Bid Letter)

COMPANY NAME: \_\_\_\_\_

## Duplicator Paper and Card Stock Contract Bid Form 1      March 28, 2019

**This form must be a part of all bid packets.**

	DESCRIPTION	BRAND	Factory Item Number	Brand Quoted	Item Number	Unit of Measure	Net Price	Quantity	Unit of Measure	Extended Price
<b>Card Stock (All or None Category #1)</b>										
1	Card Stock - Red	8.5" X 11" Red (Rocket Red), 65 lb. Card Stock, 250 Sheets per Ream	Domtar	22841				26	reams	
2	Card Stock -Blue	8.5" X 11" Blue), 90 lb. Card Stock, 250 Sheets per Ream	Domtar	81052				51	reams	
3	Card Stock - Buff	8.5" X 11" Buff, 90 lb. Card Stock, 250 Sheets per Ream	Domtar	81058				20	reams	
4	Card Stock - Canary	8.5" X 11" Canary, 90 lb. Card Stock, 250 Sheets per Ream	Domtar	81045				53	reams	
5	Card Stock - Gray	8.5" X 11" Gray, 90 lb. Card Stock, 250 Sheets per Ream	Domtar					17	reams	
6	Card Stock - Green	8.5" X 11" Green, 90 lb. Card Stock, 250 Sheets per Ream	Domtar	81051				34	reams	
7	Card Stock - Ivory	8.5" X 11" Ivory, 90 lb. Card Stock, 250 Sheets per Ream	Domtar	81054				30	reams	
8	Card Stock - Salmon	8.5" X 11" Salmon, 90 lb. Card Stock, 250 Sheets per Ream	Domtar	81053				14	reams	
9	Card Stock - White	8.5" X 11" White, 90 lb. Card Stock, 250 Sheets per Ream	Domtar	81037				272	reams	
10	Card Stock - Assorted Colors	8.5" X 11" Assorted Colors, 65 lb. Card Stock, 250 Sheet of 10 assorted colors per Ream, Bright hue or Astrobright	Domtar					62	reams	
<b>White Duplicator Paper (All or None Category #2)</b>										
11	Duplicator Paper 8 1/2" X 11 Split Delivery	8 1/2" X 11", 20lb, Bright White (92), Lint Free, Mill Cut, 10 reams of 500 sheets/case - First delivery accepted by July 2017 - Second Delivery accepted by January 2018	Georgia Pacific Spectrum	999705				6893	cases	
<b>Colored Duplicator Paper (All or None Category #3)</b>										
12	Blue Paper	Blue, 8 1/2" X 11", 20lb, 10 reams of 500 sheets per case	Domtar	81204				358	reams	
13	Buff Paper	Buff, 8 1/2" X 11", 20lb, 10 reams of 500 sheets per case	Domtar	81204				35	reams	
14	Cherry Red Paper	Cherry Red, 8 1/2" X 11", 20lb, 10 reams of 500 sheets per case	Domtar	81205				108	reams	
15	Goldenrod Paper	Goldenrod, 8 1/2" X 11", 20lb, 10 reams of 500 sheets per case	Domtar	81203				206	reams	
16	Gray Paper	Gray, 8 1/2" X 11", 20lb, 10 reams of 500 sheets per case	Domtar	81195				31	reams	

**If your firm is bidding an alternate item then you must supply a Sample for that Item.**

**NO SAMPLE FOR ANY ALTERNATE = NO BID**

COMPANY NAME: \_\_\_\_\_

## Duplicator Paper and Card Stock Contract Bid Form 1      March 28, 2019

**This form must be a part of all bid packets.**

	DESCRIPTION	BRAND	Factory Item Number	Brand Quoted	Item Number	Unit of Measure	Net Price	Quantity	Unit of Measure	Extended Price
17	Green Paper	Domtar	81197					249	reams	
18	Ivory Paper	Domtar	81201					130	reams	
19	Orchid Paper	Domtar	81200					159	reams	
20	Pink Paper	Domtar	81198					150	reams	
21	Salmon Paper	Domtar	81206					178	reams	
22	Tan Paper	Domtar	81202					17	reams	
23	Canary Yellow Paper	Domtar	81196					232	reams	

**If your firm is bidding an alternate item then you must supply a Sample for that Item.**

**NO SAMPLE FOR ANY ALTERNATE = NO BID**

TERREBONNE  
Parish School District

Duplicator Paper & Card Stock Bid  
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

**DUPLICATOR PAPER AND CARD STOCK 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

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## Parish School District

February 13, 2019

To: Bidders – Duplicator Paper and Card Stock 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)

Code) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

Representative's  
Signature: \_\_\_\_\_

Representative's  
Printed Name/Title: \_\_\_\_\_

# Duplicator Paper & Cardstock Contract

## LOUISIANA PREFERENCE CLAIM

If you qualify for any one of these preferences by the standards set forth in these statutes, please indicate on the form provided below.

Specify percent of preference claimed, contract item number(s) to which preference applies, the name of the producer or supplier to you, the location within Louisiana where the product(s) is (are) grown, produced, harvest, processed or manufactured; as appropriate to the item.

PERCENT OF PREFERENCE CLAIMED	ITEM & ITEM NO.	PRODUCER/MANUFACTURER PROCESSOR	LOUISIANA LOCATION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I certify that the above information is true and accurate and that the Bidder is entitled to the preference claimed.

BIDDER'S SIGNATURE: \_\_\_\_\_

**This form must be submitted with the Bid. To qualify for a preference, the bidder must supply the above information and sign this form at the time of bid submittal. No preferences will be allowed after bid opening, and will be subject to rejection.**



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

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

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED NSTRUCTIONS)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Organization Name

PR/Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

### INSTRUCTIONS TO BIDDERS FOR COMPLETING CERTIFICATION FORM

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

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

## Certificate of Independent Price Determination

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

\_\_\_\_\_  
(Name of Vendor) Terrebonne Parish School District  
(Name of School Food Authority)

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

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

\_\_\_\_\_  
Signature of Vendor's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Monica Walther  
\_\_\_\_\_  
Signature of School Food Authority's  
Authorized Representative

Supervisor, Child Nutrition Program  
\_\_\_\_\_  
Title

2/8/18  
\_\_\_\_\_  
Date

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

**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE**  
**AGREEMENTS**

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

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Official (Executive Director) Authorized to Sign Application)

By \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For \_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Title of Grant Program

**Disclosure of Lobbying Activities**

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

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

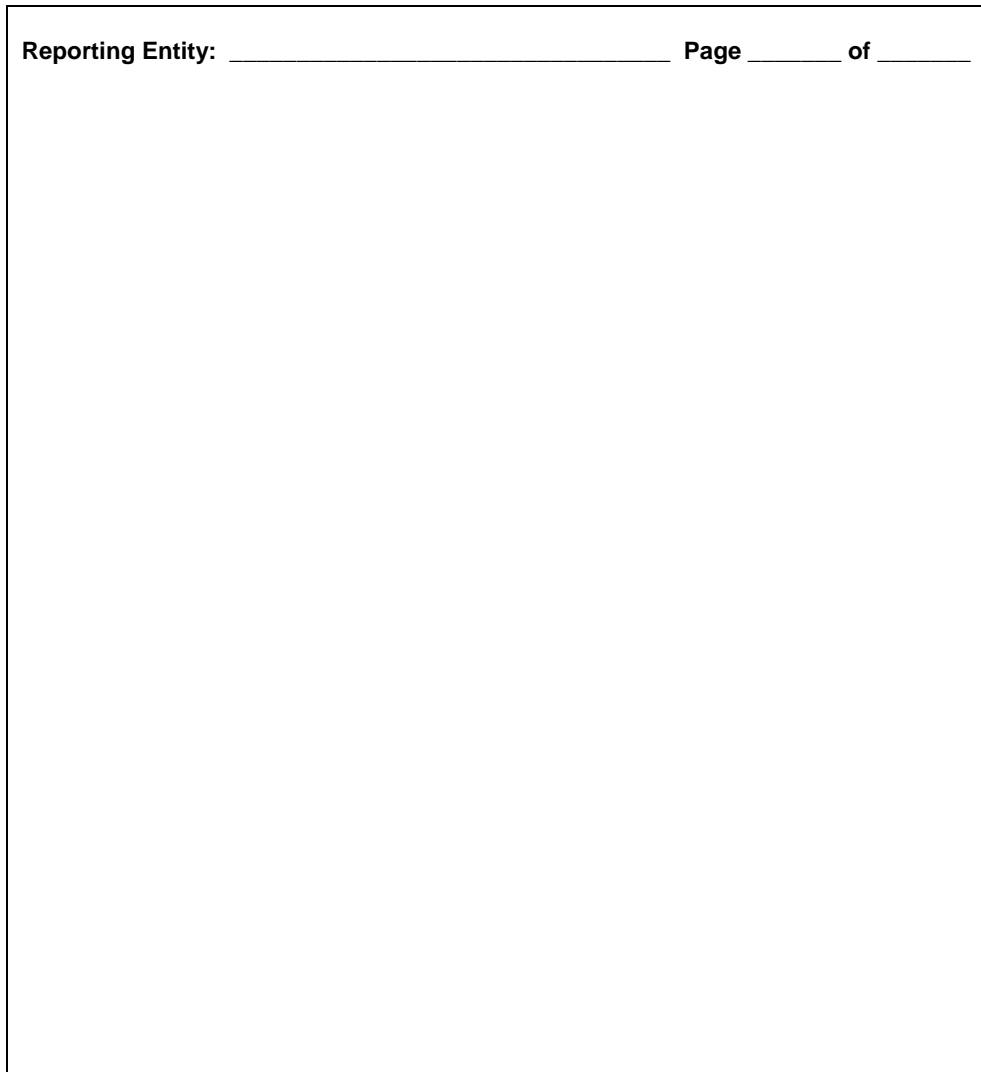
Office of Chief Financial Officer, USDA

Pt. 3018, App. B

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



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

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

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