

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Terrebonne Parish School Board will receive sealed bids at its Purchasing Department office located at 340 St. Charles Street, Building #3, Houma, Louisiana until the hour of One o'clock (1:00 P.M.) on the afternoon of Wednesday, April 12, 2017 for Milk and Milk Products, Juice, Supplies and Disposables, and Fresh Fruits and Vegetables.

Bids will be opened and publicly acknowledged at the hour of 1:15 P.M. on the afternoon of Wednesday, April 12, 2017, in the Auxiliary Services Conference Room, 340 St. Charles Street, Building #3, Houma, Louisiana 70360.

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

Pursuant to House Bill No.610 (ACT No. 590) passed in Louisiana's Legislative Regular Session in 2008, the Terrebonne Parish School Board has partnered with BidSync LLC and Vendor Registry to distribute bid solicitations. Registration with Vendor Registry is completed at their web site www.vendorregistry.com or the school district's website, www.tpsd.org under the Purchasing Department tab. Electronic bids submissions will be accepted through BidSync only. Bidders are able to register with BidSync at www.bidsync.com or call Vendor Support at 801-765-9245. There is a \$100.00 fee to register, receive e-mail, fax notifications of bids, and respond electronically to bids. An electronic signature must be provided to submit a bid electronically. The referenced signature is not included in the \$100.00 fee and is available from third party companies.

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

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

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

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

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

Publication Date: Wednesday, March 22, 2017
Wednesday, March 29, 2017

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

GENERAL CONDITIONS FOR MILK AND MILK PRODUCTS

INSTRUCTIONS: Notice is hereby given that Terrebonne Parish School Board will receive sealed bids at its Purchasing Department, 340 St. Charles Street, Building #3, Houma, Louisiana until the hour of 1:00 pm (CST) on the afternoon of Wednesday, April 12, 2017 for Milk & Milk Products for all of the cafeterias of the Terrebonne Parish School Board effective **July 1, 2017** and extending through **June 30, 2018**.

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

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

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

Vendors must quote prices for furnishing milk & milk products to all public school cafeterias in the parish. Any bid submitted for furnishing and delivering milk & milk products to certain selected schools will be declared irregular and rejected. Half pint containers of milk are to be delivered to individual cafeterias on a door to door schedule. See Attachment A. This bid will be awarded as an all or none. Student average daily participation is 17,500 meals, operating at 177 days per school year.

Half pint cartons of Grade A Pasteurized and homogenized Low fat Milk, Skim Milk, and Skim Flavored Milk meeting all requirements of the State of Louisiana, will be delivered a minimum of three (3) times weekly to the schools in the quantities as ordered by each cafeteria manager. Sanitary, clean product packaging and delivery crates are to be used and must be acceptable to Terrebonne Parish School Board and Child Nutrition Program. Successful bidder must maintain an emergency supply of 300 half pints of milk subject to delivery in one (1) hour.

Bidders shall state price on fluid milk as blend price per unit for each item based on the April 2017 Federal Market Order Southeast FO-7. Nutritional analysis and/or food label shall be submitted on the product bid or submitted under separate cover. It is our preference that the required nutritional analysis and/or food label be submitted with the bid; however, they may be submitted until the hour of 3:00 P.M. on Friday, April 14, 2017. Failure to submit the above reference items by the 3:00 P.M. deadline will be just cause to reject the bid on the associated product. All prices on this bid are held firm for the period of 45 days from bid opening.

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

Bid must include a definitive proposal as to the price of raw milk at the date of bidding which will be used in escalation or de-escalation calculations based upon the Milk Market Administrator.

All substitutions must be approved by the office of child nutrition prior to delivery.

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

Standard Terms and Conditions are part of the bid. Please read and be familiar with all terms.

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

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

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

Sealed bids will be received by the Purchasing Department, Terrebonne Parish School Board, 340 St. Charles Street, Building #3, Houma, LA 70360 not later than **1:00 P.M. on Wednesday, April 12, 2017.** Bids will be opened and publicly acknowledged at **1:15 P.M. on Wednesday, April 12, 2017,** in the **Auxiliary Services Conference Room at 340 St. Charles Street, Building #3, Houma, LA 70360.** The public is invited.

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

Name or Firm
Physical or Mailing Address
City, State Zip

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

Milk and Milk Products

Bids must be submitted on the official attached bid form or via BidSync in a timely manner. Any bid submitted that is not on either of these forms will be declared irregular and rejected.

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

It is our preference that **EACH and EVERY FORM is signed and returned in the bid submittal** to the Purchasing Department at 1:00 P.M. on **Wednesday, April 12, 2017**, located at 340 St. Charles Street, Bldg. #3, Houma, LA 70360. The following forms: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions form, Certification Regarding Lobbying form, Disclosure of Lobbying Activities form, Certificate of Independent Price Determination form, Buy America Provision form, Owner Disclosure Certificate, and Cuts and Descriptive Literature should be returned with the bid, but no later than 3:00 P.M. on Friday, April 14, 2017. Forms not signed and/or received by the above deadline **will not be accepted** and will be cause to reject the bid.

GEOGRAPHIC PREFERENCE: Preference is hereby given to materials, supplies, products, or provisions which are produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state. For the purpose of this bid, geographic preference may only be applied to the procurement of unprocessed Louisiana agricultural products that have been locally grown and raised; and have not been cooked, seasoned, frozen, canned or combined with any other product. The term 'unprocessed' refers to agricultural products that do not have significant value added components. Unprocessed agricultural products may include:

- Minimal handling and preparation that might be necessary to present an agricultural product to a sponsor in usable form, such as washing vegetables, bagging greens, butchering livestock and poultry, pasteurizing milk, and putting eggs in a carton.
- Minimal amount of preservatives on locally grown produce, which may be needed for the purpose of preventing spoilage.

Geographic preference will not be accepted after the bid has been publicly opened.

BUY AMERICAN PROVISION: The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21 (d).

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

By submitting and signing this bid, the bidder acknowledges and certifies that his/her company complies with the Buy America provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes substantially means over 51 percent of the processed food is from American-produced products. If the bidder is unable to certify compliance

with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

CLEAN AIR ACT (42 U.S.C. 7401-7971q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387): Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) Appendix II of 2 CFR Part 200(G).

SAMPLES: Items on the bid form will be pre-approved; if you are submitting an alternate, a sample is required. We reserve the right to determine product acceptability based on sampling and will be the final judge to determine if the product is equal. It is our preference that samples be submitted prior to the bid opening. Samples not received by the Child Nutrition Department located at 340 St. Charles Street, Building #3, Houma, LA 70360 by 3:00 P.M. on Monday, April 10, 2017, will not be accepted and will be cause to reject the bid on that item. Samples shall be furnished at no expense to the school district, properly marked for identification. The school district reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not mutilated or destroyed, when no longer required to be retained in connection with the award or delivery of foods, will be returned at the vendor's expense if such return is requested.

INTENT AND INTERPRETATION OF SPECIFICATIONS: For your quotation of processed foods to be considered the Terrebonne Parish School Board must have on file in the office of the Supervisor of Child Nutrition Program a CN label, nutritional analysis, nutrition facts, food label information and ingredient list. It is the intention of specifications to procure food to meet the needs of the Child Nutrition Program.

Product analysis and/or food label for items indicated (nutritionals required) must be submitted at the time of the bid; however, product analysis and/or food label for the additional items must be provided by the awarded vendor if requested at a later date.**

GENERAL REQUIREMENTS:

1. This bid will be awarded all or none.
2. Quantities specified may be adjusted by +/- 10%.
3. All prices on this bid are held firm for the period of 45 days from bid opening.
4. No sliding scale prices will be accepted. State law forbids cost-plus buying.
5. Errors and corrections to bid price or in preparation of bid must be initialed by the bidder in ink. Failure to do so shall make the item ineligible for award.
6. Company shall have proof of HACCP compliance.

DELIVERY: Milk & milk products delivery shall be between the hours of 6:30 A.M. to 1:00 P.M. In case of failure to deliver to any school milk products, the School Board reserves the right to purchase milk and charge the contractor for milk, delivery, and any Federal or State reimbursement lost by the Parish. Furthermore, the School Board reserves the right to revoke the contract if service, product or packaging is not satisfactory. Delivery of milk and milk products must be in a refrigerated truck. The

temperature of milk at delivery should not be lower than 32°F and not higher than 41°F. All milk delivered in non-refrigerated trucks will be rejected.

EXTENSION OF DELIVERY DATE: If for any reason deliveries cannot be made on schedule, the Child Nutrition Program Office should be notified. The vendor shall then deliver at the earliest date possible. Any extension of time on delivery as specified must be requested from the school district at least five (5) days prior to delivery date. Such extension will apply only to the particular item or shipment affected.

An unsatisfactory delivery will be just cause for the school district to disregard future bids from the vendor until such time that they can guarantee satisfactory delivery.

Each firm that is awarded any item or group of items will receive orders on that item or group of items for the duration of the period specified on the forms.

INSPECTION: Upon delivery of each item to the school, inspection of each item will be made by the Manager, or a representative at the point of delivery. Acceptance of the item or items will be made after inspection determines that all requirements of the specifications and bid are met.

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

DISQUALIFICATION: Failure to deliver products which meet specifications will result in the re-awarding of the line item to the second lowest bidder.

ESCALATION/DE-ESCALATION CLAUSE: All prices shall be firm for 30 days, after which prices for milk can escalate or de-escalate in accordance with changes in Class I raw milk prices based on monthly Federal Milk Order Announcements for Southeast FO-7, Milk Market Administrator. Prices for milk delivered can be escalated or de-escalated at the rate of \$0.001 per half for each full \$0.18 increase in raw milk per hundred weight. Any changes up or down in price must be provided to the school district in writing by the 15th of the month preceding the month in which the change will occur. Any changes in prices must be accompanied by a copy of the Milk Market Administrator. Supplier is also required to submit conversion calculations showing manner of arriving at amount of change.

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

STATEMENTS: Statements for all food shall be submitted to the Terrebonne Parish Child Nutrition Program, P.O. Box 5097, Houma LA 70361, ATTN: Ms. Harriet Lewis, Accounting Clerk II.

Monthly statements shall be submitted in duplicate on the vendor's regular form, to include the last school day of each calendar month.

Each firm that is awarded any item or group of items will receive orders on that item or group of items for the duration of the period specified on the forms. The quantities shown in this bid request represent the best estimate of the various food products required to support the Child Nutrition Program. The quantities to be purchased may vary depending upon internal changes, including but not limited to USDA Commodity availability and student participation. The Terrebonne Parish School Board does not assume or accept responsibility to purchase the total quantities listed. The Board reserves the right to purchase "more or less" for the specified deliveries.

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

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

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

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

INSURANCE: Successful vendor(s) must provide Terrebonne Parish School Board with a certificate of insurance meeting all requirements. Certificate of Insurance shall remain in effect for entire duration of the bid award. A current certificate may be included at the time of bid submittal. (See Attachment C)

INQUIRIES: Further information regarding this bid may be obtained from Ms. Monica Walther, MS, RD, LDN, Supervisor of Child Nutrition. Phone: (985) 876-7407 ext. 258 between 7:30 a.m. and 3:30 p.m. The question and answer period closes within 72 hours prior to the bid opening.

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

The Terrebonne Parish School District, Child Nutrition Program is funded 80% with federal funds for a total of approximately \$7,065,000.00 per year.

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

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

CONTRACT WORK HOURS AND SAFETY STANDARD ACT (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 372 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement.” The recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

- i. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- ii. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- iii. Notice of awarding agency requirements and regulations pertaining to reporting.
- iv. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- v. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

- vi. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

CIVIL RIGHTS STATEMENT: *In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.*

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Mr. Roger Dale DeHart, President
Terrebonne Parish School Board

STANDARD TERMS AND CONDITIONS

SCOPE

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

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

DEFINITIONS

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

Agent - Purchasing Agent of the Terrebonne Parish School Board

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

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

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

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

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

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

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

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

SUBMISSION OF BID/PROPOSAL

1. Bids, Quotes, or Proposals must be submitted on, and in accordance with, all specifications and form(s) supplied in the Bid, Quote, or Request for Proposal package. Pursuant to House Bill No. 610 (Act No. 590) passed in Louisiana's Legislative Regular Session in 2008, the Terrebonne Parish School Board has partnered with BidSync, LLC and Vendor Registry to distribute bid solicitations, collect responses, and 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 www.bidsync.com or the www.vendorregistry.com will be accepted as specified in each bid/quote/proposal. 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. 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.
2. Telegraphic or facsimile Bids, Quotes, or Request for Proposals will not be accepted unless specifically stated in the instructions to bidders. When acceptance is so stated in the instructions, the Bid, Quote, or Proposal is to be completed on the form(s) supplied or a copy thereof, completely executed and returned, and received by the Purchasing Agent, no later than the time and date specified for receipt of the Bid, Quote, or Request for Proposal. Forms must have original signatures except when telegraphic, facsimile, or electronic digital signatures are specifically stated as acceptable. Bids must be completed on the original bid form(s) or a copy thereof, signed in ink, and/or where applicable, have a digital signature. Do not send a fax copy of the bid form(s) as the original. The form(s) submitted must have the original signature(s) or an electronic digital signature.
3. The time and date the Bids, Quotes, or Proposals are to be opened is given in each Bid, Quote, or Proposal issued. All of the Bids, Quotes, or Proposals shall be submitted electronically, or in a sealed envelope, addressed to the **Purchasing Department, Terrebonne Parish School Board, 340 Saint Charles Street, Building #3, Houma, Louisiana 70360**, with the envelope plainly marked, **"Milk and Milk Products"**. Failure to properly mark Bid, Quote, or Proposal properly may subject submittal to rejection and returned unopened. The name and complete address,

including street, city, and state, of the bidder **shall appear** in the upper left hand corner of the envelope. If the Bid, Quote, or Proposal requires a licensed contractor, the Louisiana Contractor's License number shall appear on the front of the envelope. A copy of same may be included with the Bid, Quote, or Proposal. The referenced information should also be included on any outer envelope used for mailing.

4. Bidders are cautioned to verify their Bid, Quote, or Proposal before submission. Amendments to a received Bid, Quote, or Proposal submitted prior to the specified time for opening by the Purchasing Agent will not be considered. This applies to all Bids, Quotes, or Proposals sent by mail, delivered in person, submitted electronically, as well as telegraphic, and facsimile Bids, Quotes, or Proposals. Bids, Quotes, or Proposals received prior to the time and date of the scheduled bid opening will be securely kept unopened. No Bid, Quote, or Proposal received after the scheduled time for opening will be considered. Bidders are cautioned to allow ample time for transmittal of Bids, Quotes, or Proposals by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. Failure of the U.S. Mail or any carrier of delivery service to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.
5. All information requested in the Bid, Quote, or Proposal form with regard to each item against which a Bid, Quote, or Proposal is submitted shall be given to constitute a regular Bid, Quote, or Proposal.
6. The Terrebonne Parish School Board reserves the right to select any part of the Bid, Quote, or Proposal or the whole Bid, Quote, or Proposal as well as reject any and all Bids, Quotes, or Proposals in whole or part and to award Bids, Quotes, or Proposals in whole or part as indicated in the Bid, Quote, or Proposal document. Further, the Terrebonne Parish School Board reserves the right to use State or Government contract pricing when it is lower than Bid, Quote, or Proposal prices received.
7. Bids, Quotes, or Proposals may be submitted for all or part of total quantities or for any or all agency requirements listed in the Bid, Quote, or Proposal, **unless otherwise specified** in the Bid, Quote, or Proposal.
8. Alternate Bids, Quotes, or Proposals may be considered, unless specifically indicated otherwise in the Bid, Quote, or Proposal document (See paragraph 62 of this document).

9. Unless qualified by the provision "No Substitute," the use of a specification, manufacturer, brand, make, or catalog designation in specifying an item does not restrict bidder to that manufacturer, brand, make, or catalog designation identification. This is used simply to indicate the character, quality, and/or performance equivalence for the commodity desired, but the commodity on which Bid, Quote, or Proposal is submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally well as that specified. In submitting a Bid, Quote, or Proposal on a commodity other than as specified, the bidder shall furnish complete data and identification with respect to the alternative commodity proposed. Consideration will be given to Bids, Quotes, or Proposals submitted on alternative commodities to the extent that such action is deemed to serve best the interest of the Terrebonne Parish School Board. If the bidder does not indicate that the commodity proposed is an alternative commodity, it will be construed to mean that the bidder proposed to furnish the exact commodity described.
10. If the bidder proposes to furnish any item of a foreign make or product, the word "foreign", together with the name of the originating country must be written opposite of such item on the Bid, Quote, or Proposal. All items not so designated will be considered to be of domestic origin.
11. Prices must be extended in decimals, not fractions; to be net, and shall have transportation and delivery charges fully prepaid by the contractor to the destination specified in the Bid, Quote, or Proposal, and subject to only cash discounts.
12. Terrebonne Parish School Board is not subject to State or Terrebonne Parish Sales Tax. All applicable taxes including ad valorem taxes shall be the responsibility of the bidder and are to be added in to the offer. This responsibility shall be inclusive of, but not limited to, all levies, impost, duties, charges or withholding whatsoever, all applicable sales, use, personal property, franchise (howsoever calculated), and other tax whatsoever (together with any penalties and fines thereon) whether assessed, levied, or imposed by any governmental or taxing authority (whether foreign, federal, state, or local) against or upon the bidder or otherwise, with respect to any item(s) or the purchase, acquisition, ownership, delivery, leasing, possession, use, operation, control, or other disposition thereof, of the rents, receipts, or earnings arising therefrom, with respect to any resultant lease or purchase of this Bid, Quote, or Proposal.
13. If there is a discrepancy between the unit price and extension, the unit price shall prevail.

14. All bidders declare that the Bid, Quote, or Proposal is not made in connection with any other bidder submitting a Bid, Quote, or Proposal for the same commodity or commodities, and is in all respects fair, and without collusion or fraud.
15. All Bids, Quotes, or Proposals will be opened, publicly acknowledged, read aloud, and are subject to public inspection. Bidders may be present or represented at all openings. Abstracts of Bids, Quotes, or Proposals received are not prepared for distribution by the Purchasing Department.

SAMPLES

16. All specifications are minimum standards and the acceptable Bid, Quote, or Proposal samples do not supersede specifications for the quality unless the Bid, Quote, or Proposal sample is judged superior, in which case deliveries must have the same identity and quality as the accepted Bids, Quotes, or Proposal sample. Unless specifically requested in the Bid, Quote, or Proposal, samples are not required. These items are preapproved; however, **all bid specifications / requirements must be met** such as – packaging, cutouts, literature, composite analysis, forms, etc.
17. Samples, when required, must be submitted strictly in accordance with instructions included within each Bid/Quote/Proposal. If samples are not required, but determined to be needed, they shall be delivered within seven (7) days following the written request. Samples must be furnished free of charge and may be accompanied by a descriptive memorandum indicating if the bidder desires a return, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples may be returned upon request at the bidder's risk subject to their expense.
18. When the Bid, Quote, or Proposal indicates that an item to be purchased is to be equivalent to a specified brand, make or model, the alternate item offered must be truly equal in quality, character, and performance to that specified. The Terrebonne Parish School Board's agent shall be the sole judge as to whether an alternate offered item is equal to the item(s) specified.

EXCLUSION/REJECTION OF BIDS

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

20. In awarding bids or contracts, the Terrebonne Parish School Board shall be authorized to reject the lowest bid from a business in which any individual with ownership interest of five percent (5%) or more has been convicted of, pled guilty or nolo contendere to any state felony crime or equivalent federal crime committed in the solicitation or execution of a contract or bid under the state laws governing public contracts; professional, personal, consulting, and social services procurement; or the Louisiana Procurement Code.
21. Any contract between the Terrebonne Parish School Board and a person or entity entered into as a result, of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void.
22. Any person whose conviction causes the nullity of a contract shall be responsible for payment of all costs, attorney fees, and damages incurred in the rebidding of the contract.

AWARD

23. Bid, Quote, or Proposal Awards will be to the lowest responsible and responsive qualified bidder, with consideration given to the quality of the articles to be supplied, conformity with specifications, suitability to the requirement of the Terrebonne Parish School Board, and the delivery terms.
24. The Terrebonne Parish School Board reserves the right to award by item, part thereof, groups of items, or parts thereof, or all items of the Bid, Quote, or Proposal, and to award contracts to one or more bidders submitting identical Bids, Quotes, or Proposals as to price; to reject any and all Bids, Quotes, or Proposals in whole or in part for just cause; to waive technical defects, irregularities and omissions, such reservations shall comply with governing laws and shall be in the best interest of the Terrebonne Parish School Board.
25. The Terrebonne Parish School Board reserves the right to make awards within forty-five (45) calendar days from the date Bids, Quote, or Proposals are opened, unless otherwise specified in the Bids, Quotes, or Proposals. During this period, Bids, Quotes, or Proposals shall be withdrawn unless the bidder distinctly states in his/her Bid, Quote, or Proposal that acceptance thereof must be made within a shorter specified time. Should an award, in whole or in part, be delayed beyond the period of forty-five (45) calendar days or an earlier date specified by the bidder in the bid/quote/proposal, such award shall be conditioned on an agreement by the successful bidder to extend the Bid, Quote, or Proposal award for one or more thirty (30) calendar day periods.
26. The bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Bid, Quote, or Proposal.

27. The quantities listed in the Bid, Quote, or Proposal schedule may be increased or decreased by the Purchasing Agent to meet new or amended requirements of the Terrebonne Parish School Board between the time the Bid, Quote, or Proposal is issued and the time the award is made, subject to the bidder's acceptance.
28. Preference will be given to commodities produced, assembled, or manufactured in the State of Louisiana in accordance with state statutes. It shall be the responsibility of the bidder to declare any preference eligibility for any item(s) submitted with a Bid, Quote, or Proposal. Bids, Quotes, or Proposals being equal, preference will be given to resident bidders of Terrebonne Parish.
29. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder except in the case of tie Bids, Quotes, or Proposals and then, only provided such discount is based on payment of invoice not less than thirty (30) days after satisfactory delivery and/or receipt of invoice, whichever is later.
30. The Terrebonne Parish School Board reserves the right to reject the Bid, Quote, or Proposal of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation.
31. The apparent low bidder shall furnish the certificate of insurance and any other information or documentation no later than ten (10) days after notification by Terrebonne Parish School Board of such. If the apparent low bidder does not submit the proper information or documentation as required within the ten-day period, such bidder shall be declared non-responsive, and Terrebonne Parish School Board may award the bid to the next lowest bidder, and afford the next lowest bidder ten (10) days from the date the apparent low bidder is declared non-responsive to submit the proper information and documentation as required by the bidding documents, and may continue such process until Terrebonne Parish School Board either determines the low bidder or rejects all bids.

CONTRACT

32. Each Bid, Quote, or Proposal will be received with the understanding that the *ACCEPTANCE* in writing by the school board agent of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the Terrebonne Parish School Board, which shall bind the bidder to furnish and deliver the commodities or services at the prices given and in accordance with conditions of said accepted bid/proposal, specifications, standard bid/proposal contract terms and conditions, and the Terrebonne Parish School Board, on its part to order from such contractors, except for causes beyond

reasonable control, subject to the availability of appropriate funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The school board reserves the right to order up to ten (10) percent more or less, than the quantity listed in the bid/proposal or as amended in the award. The right of order percentage may exceed the reserved right of the ten percent upon agreement by the bidder.

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

33. Quantities are subject to order against contractors by school agencies not specifically mentioned, or to transfer between agencies subject to adjustment in the transportation cost, providing such transportation cost is based on separately determined delivery cost to individual agencies or as defined by law.
34. No alterations or variations of the terms of contract shall be valid or binding upon the Terrebonne Parish School Board unless made in writing and signed by their agent.
35. Contracts will remain in force for the full period specified and until all articles ordered before date of termination shall have been satisfactorily delivered and/or accepted (and thereafter until all terms and conditions have been met), unless:
 - A. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
 - B. Extended from written authorization of the agent and accepted by contractor to permit ordering of unordered balances or additional quantities at contracted price and in accordance with contract terms.
36. Contract quantities will be determined to have been ordered at expiration period according to contract terms. Contractor shall furnish the agent with a statement of all unordered balances at least ten (10) days prior to termination of contract.
37. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or his/her right, title, or interest therein, or his/her power to execute such contract to any other person, firm or corporation, without the prior written consent of the agent.
38. The placing in the mail to the address given in the Bid, Quote, or Proposal or

delivery of a notice of award to a bidder will constitute notice of acceptance of contract; validity shall be contingent upon insurance compliance, as per bid specifications. (Reference 44. H.) When so requested, by the Agent, the contractor shall execute a formal contract with the Terrebonne Parish School Board for the complete performance specified therein.

39. **The contract may be cancelled or annulled by the Agent** if the Terrebonne Parish School Board, due to budget constraints, does not appropriate funding for the contract or upon nonperformance of contract terms. Any unfulfilled deliveries against such contract may be purchased from other sources at the contractor's expense.
40. Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the agent, or failure to make replacement of rejected commodities when so requested (immediately or as directed by the Agent) will constitute authority for the Agent to purchase rejected on undelivered commodities in the open market. The Agent reserves the right to authorize immediate purchase in the open market against rejections or excess overdue deliveries on any contract when necessary. On all such purchases, the contractor agrees promptly to reimburse the Terrebonne Parish School Board for excess costs associated by such purchases. However, should public necessity demand it, the Terrebonne Parish School Board reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
41. When commodities are rejected, they must be removed by the contractor from the premises of the school board within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered abandoned, and the Terrebonne Parish School Board shall have the right to dispose of them as its own property.
42. Orders with contractors will be placed by agencies directly with the contractor. All orders shall be in writing and shall bear the contract number and/or purchase order number, and approval of the Terrebonne Parish School Board's Agent. Contractors making a delivery without a formal written order does so at his/her own risk.
43. The Agent reserves the right to remove from the mailing list for an intermediate period for future Bids, Quote, or Proposals the name of any bidder/contractor for failure to accept the contract and/or for unsatisfactory performance of the contract.

44. Contractor/Bidder hereby guarantees to:

- A. Perform the contract in accordance with the Bid, Quote, or Proposal specifications and vendor's Bid, Quote, or Proposal under which the contract was awarded.
- B. Save the Terrebonne Parish School Board, it's agent, or employees harmless from liability of any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature, including costs and expenses for the use of any copyrighted or not copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee, but not by way of limitation, attorney's fees, and court costs arising out of bodily injury to persons, including death or damage to tangible property, arising out of or incidental to the performance of this Bid, Quote, or Proposal (including goods and services provided thereto) by or on behalf of the successful bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnitee excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed the indemnitee: The Terrebonne Parish School Board, its board members, agents, and employees.
- C. Guarantee his/her products against defective material or workmanship, and to repair, or replace any damage or marring occasioned in transit.
- D. Guarantee that the items offered are the manufacturer's standard design in construction, and that no changes or substitutions have been made in the items listed in this contract.
- E. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he/she or his/her employees are responsible, to the premises or equipment, to his/her own work or to the work of other contractors.
- F. Pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules, and regulations of the city, town, and parish in which the installation is to be made, and of the State of Louisiana.
- G. At bidder's own expense, carry proper insurance to protect the Terrebonne Parish School Board from loss. All insurance policies shall be issued by companies that have insurance licenses and authority to do business in the State of Louisiana and held in good standing by the latest information available to Louisiana Insurance Regulators or other Louisiana agencies, if any, performing such services.
- H. Upon request, provide Terrebonne Parish School Board's insurance agent with

a certificate(s) to verify insurance coverage as required (See Attached Insurance Requirements). Such certificate must be presented before any contract acceptance by the Terrebonne Parish School Board shall be valid. Neither approval nor failure to disapprove the insurance furnished by the successful bidder to the Terrebonne Parish School Board shall relieve the successful bidder of the responsibility to provide insurance as required in this Bid, Quote, or Proposal.

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

DELIVERY

45. It shall be understood and agreed that any or all commodities or services furnished comply fully with all applicable federal and state laws and regulations.
46. Any equipment delivered must be standard new equipment and latest model, except as otherwise stated in the specifications. Where any, part, or normal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
47. Equipment, materials, and supplies delivered must be new and unused items, except as otherwise specifically state in Bid, Quote, or Proposal.
48. Delivery must be made as ordered and in accordance with Bid, Quote, or Proposal. If no delivery instructions appear on the order, it will be interpreted to mean prompt delivery and **if shipped by freight shall be FOB tailgate delivery, unless otherwise specified.** The decision of the Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.
49. Any request for extension of time of delivery from that specified must be approved by the Agent, such extension applying only to the particular item or shipment.
50. Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing, sacks, or pallets. Shipping containers are to remain the property of the school board unless otherwise stated in the Bid, Quote, or Proposal.

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

INSPECTION AND TESTING

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

INVOICES

54. Invoices will be submitted by the contractor to the Terrebonne Parish School Board and the invoice shall refer to the delivery ticket number, delivery date, purchase order, and/or release number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor **in triplicate** directly to the accounting department of the using agency. If applicable, invoices shall show the amount of state tax, parish tax, the cash discount; and shall be submitted on the contractor's own invoice.

PAYMENT

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

SAVING CLAUSE

60. It is understood and agreed that the contractor shall not be held liable for any loss resulting if the fulfillment of the terms of the contract, shall be delayed or prevented by wars, acts of public enemies, strikes, fire, floods, acts of God, or any other acts not within the control of the contractor and which by exercise or reasonable diligence.
61. Should the performance of any contract be delayed or prevented as set forth in the previous paragraph, the contractor agrees to give immediate written notice and explanations of the cause and probable duration of any such delay.
62. It shall be a requirement of the Terrebonne Parish School Board that any contracted vendor currently employing a person convicted of a sex offense as defined in Louisiana R.S. 15:541 when the victim is under the age of thirteen years shall not permit same employee to enter any Terrebonne Parish School Board property for the purpose of fulfilling work order or delivery of active contract. Violation of this provision shall be cause for immediate termination and/or cancelation of any contract or agreement with contracted vendor.

DEVIATION/ALTERNATIVE BID/PROPOSAL CLAUSE

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

BID/PROPOSAL FORM COMPLETION

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

ERASURES

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

WARRANTIES

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

BID/QUOTE/PROPOSAL RESPONSE

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

VENUE AND JURISDICTION FOR LITIGATION

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

INELIGIBILITY NOTIFICATION

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

INQUIRIES

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

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

March 22, 2017

TO: Bidders – Milk & Milk Products

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

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

Company name: _____
(Please print)

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

(City) (State) (Zip)

Representative: _____
(Please print)

BID CHECK LIST

Items that should be returned with your bid:

- _____ Original Bid Form w/ Signature Sheet; Signed (shall be returned with Bid)
- _____ Geographic Preference Claim
- _____ Buy America Provision
- _____ Certification Regarding Debarment
- _____ Certification Regarding Lobbying
- _____ Disclosure of Lobbying Activities
- _____ Certificate of Independent Price Determination
- _____ Owner Disclosure Certificate
- _____ Cuts and descriptive literature (where applicable)
- _____ Verification of envelope (See Attachment A)
- _____ Vendor Insurance Certificate (Required if you are the successful vendor)

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

Deadline for bid is Wednesday, April 12, 2017 @ 1:00 P.M.

The Certification Regarding Debarment, Certification Regarding Lobbying, Disclosure of Lobbying Activities, Certificate of Independent Price Determination, and Cuts and Descriptive Literature, Owner Disclosure form, and Buy America Provision form should be returned with bid, but no later than 3:00 P.M. on Friday, April 14, 2017.

Terrebonne Parish School District

Child Nutrition Program

Request for Bid Quotes

Milk and Milk Products 10

Bid Group: MILK AND MILK PRODUCTS 10A From: 7/1/2017 To: 6/30/2018
 Opening On: 4/12/2017 Vendor Name: _____

Item Description	Delivery Notes	Quantity Notes	Price per Case
MILK, CHOCOLATE, SKIM, CARTON		1 serving	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> BROWN'S DAIRY	8 oz CARTON		
<input type="checkbox"/> KLEINPETER FARMS	8 oz CARTON		
<input type="checkbox"/> BORDEN'S	8 oz CARTON		
<input type="checkbox"/> Pre-Approved Equal			

Specifications:

Grade A Fat Free Skim Chocolate Milk. Pasteurized and homogenized fluid milk that has been fortified with Vitamin A & D. Individual serving must be labeled with brand, date, type of milk, and butterfat percentage. Half Pint Carton. 45-50/case.

MILK, LACTAID		1 serving	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> BORDEN'S	8 oz CARTON		
<input type="checkbox"/> BROWN'S DAIRY	8 oz CARTON		
<input type="checkbox"/> Pre-Approved Equal			

Specifications:

Lactaid Reduced Fat Milk, 1% milk fat, treated with an enzyme to break down lactose to more digestible sugars. Half Pint Carton, 45-50/case

Milk and Milk Products 10

Vendor Name: _____

Item Description	Delivery Notes	Quantity Notes	Price per Case
MILK, LOWFAT 1%, CARTON		1 serving	\$ _____
Choose 1 Brand <input type="checkbox"/> BORDEN'S <input type="checkbox"/> BROWN'S DAIRY <input type="checkbox"/> KLEINPETER FARMS <input type="checkbox"/> Pre-Approved Equal	Case / Unit Description 8 oz CARTON 8 oz CARTON 8 oz CARTON	Product Code _____	CN Label _____

Specifications:

Grade A 1% Lowfat Milk, Pasteurized and homogenized fluid milk that has been fortified with Vitamin A & D. Individual serving must be labeled with brand, date, type of milk, and butterfat percentage. Half Pint Carton. 45-50/case.

MILK, SKIM, CARTON		1 serving	\$ _____
Choose 1 Brand <input type="checkbox"/> BROWN'S DAIRY <input type="checkbox"/> BORDEN'S <input type="checkbox"/> KLEINPETER FARMS <input type="checkbox"/> Pre-Approved Equal	Case / Unit Description 8 oz CARTON 8 oz CARTON 8 oz CARTON	Product Code _____	CN Label _____

Specifications:

Grade A Fat Free Skim Milk, Pasteurized and homogenized fluid milk that has been fortified with Vitamin A & D. Individual serving must be labeled with brand, date, type of milk, and butterfat percentage. Half Pint Carton. 45-50/case.

Milk and Milk Products 10

Vendor Name: _____

Item Description	Delivery Notes	Quantity Notes	Price per Case
MILK, STRAWBERRY, SKIM, CARTON		1 serving	\$
<div>Choose 1 Brand</div> <div> <input type="checkbox"/> BORDEN'S <input type="checkbox"/> BROWN'S DAIRY <input type="checkbox"/> KLEINPETER FARMS <input type="checkbox"/> Pre-Approved Equal </div>	Case / Unit Description	Product Code	CN Label
	8 oz CARTON		
	8 oz CARTON		
	8 oz CARTON		

Specifications:

Grade A Fat Free Strawberry Milk, Pasteurized and homogenized fluid milk that has been fortified with Vitamin A & D. Individual servings must be labeled with brand, date, type of milk, and butterfat percentages. Half Pint Carton. 45-50/case.

Bid Period | Request for Quotes

Signature Page

Bid: Milk & Milk Products Bid

Bid Period: July 1, 2017 - June 30, 2018

Bidder acknowledges receipt of Addenda by checking the box(es) as applicable: 1 ☐ 2 ☐ 3 ☐ 4 ☐

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

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

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

Your bid must be signed and dated:

Signature: _____ Date: _____

Print Name: _____ Telephone: _____

TERREBONNE PARISH SCHOOL BOARD

GEOGRAPHIC PREFERENCE CLAIM

Geographic preference will be allowed on unprocessed Louisiana agricultural products.

Specify percent of preference claimed, set forth in these statutes, contract item number(s) to which preference applies, the name of the producer or supplier to you, and the location within Louisiana where the product(s) is (are) grown, produced, harvested, 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. SIGN THIS FORM WHETHER APPLICABLE OR NOT AND IT SHALL BE RETURNED WITH THE BID.

BIDDER'S SIGNATURE: _____

Terrebonne Parish School Board
Child Nutrition Program
Buy American Certification

This certification is to be utilized from each vendor to indicate the items they are supplying are in compliance with the Buy American provisions of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), Section 12(n) to the NSLA (42 USC 1760(n)), requiring all school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. The awarded vendor will supply the country of origin on each item on the invoice.

I hereby certify that all the commodities or products supplied or provided by me or my company for use at the SFA is in compliance with the Buy American Provision.

_____ I am requesting a waiver on the following products which are not produced in sufficient and reasonably available quantities in the United States.

Item	Country of Origin	Substitute Available & Cost

Vendor Name (Print)

Company Name & Address

Vendor Signature

Date

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

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

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED 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.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

NAME/ADDRESS of VENDOR

TITLE/TITLE of SUBMITTING OFFICIAL

SIGNATURE

DATE

Non-Discrimination Statement: The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or marital status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

Disclosure of Lobbying Activities

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

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

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

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

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

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

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

Certificate of Independent Price Determination

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

(Name of Vendor)

Terrebonne Parish School District
(Name of School Food Authority)

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Vendor certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Signature of Vendor's
Authorized Representative

Title

Date

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

Monica Walther
Signature of School Food Authority's
Authorized Representative

Supervisor, Child Nutrition Program
Title

3/22/17
Date

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

Terrebonne Parish School Board

Bid Name: Canned and Dry Goods

OWNER DISCLOSURE CERTIFICATE

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FED. TAX ID#: _____

The company bidding is:

A. _____ Manufacturer _____ Dealer _____ Representative

B. _____ Corporation _____ Partnership _____ Sole Owner

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

1. _____ 2. _____
3. _____ 4. _____
5. _____ 6. _____

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

1. _____ 2. _____
3. _____ 4. _____
5. _____ 6. _____

TERREBONNE PARISH SCHOOLS
MILK DELIVERY TO THE SCHOOLS LISTED BELOW.
BETWEEN THE HOURS OF 6:30 AM - 2:00 PM

SCHOOLS	ADDRESS	MANAGER	PHONE
Acadian	1020 Saddi Street Houma, LA 70363	Claudine Sims	876-1523
Honduras	530 Grand Caillou Road Houma, LA 70363		
H.L. Bourgeois	#1 Reservation Drive Gray, LA 70359	Darlene Voclain	873-7408
Coteau-Bayou Blue	2550 Coteau Road Houma, LA 70364		
Broadmoor	1010 Broadmoor Ave. Houma, LA 70364	Linnette Angelle	868-4204
Oakshire	5459 Vicari Street Houma, LA 70364		
Dularge Elementary	621 Dularge Road Houma, LA 70363	Bertie Verret	580-1531
East Houma	222 Connely Street Houma, LA 70363	Joy Porche	876-4756
Ellender Memorial	3012 Patriot Drive Houma, LA 70363	Leslie Duhe	868-4606
Elysian Fields	700 Hibernia Place Houma, LA 70363	Valerie Naquin	580-4093
Evergreen Jr. High	5000 West Main Street Houma, LA 70360	Alisa Landry	872-2088
Gibson	6357 South Bayou Black Drive Gibson, LA 70356	Tina Adams	575-3263
Bayou Black	4449 Bayou Black Drive Houma, LA 70360		
Southdown Secondary	5001 Bayou Black Dr. Gibson, LA 70356		
Grand Caillou Elementary	3933 Grand Caillou Road Houma, LA 70363	Donna Porche	868-0097
Grand Caillou Middle	2161 Grand Caillou Road Houma, LA 70363	Barbara Buquet	563-2001
Lacache	5266 Hwy. 56 Chauvin, LA 70344	Kellie Luke	594-9483
Legion Park Elementary	710 Williams Ave. Houma, LA 70364	Vickie Neil	876-0988
Lisa Park	6639 Lisa Park Ave. Houma, LA 70364	Eva Parker	879-3675
Houma Jr. High	315 St. Charles Street Houma, LA 70360		
Montegut Middle	138 Dolphin Drive Montegut, LA 70377	Kylie Ledet	594-2818
Montegut Elementary	1137 Hwy. 55 Montegut, LA 70377		
Upper Little Caillou	4824 Hwy. 56 Chauvin, LA 70344	Sherri Marcel	594-9022
Mulberry	450 Cougar Drive Houma, LA 70360	Angella LeBoeuf	872-3211
Oaklawn	2215 Acadian Drive Houma, LA 70363	Wendy Larrabee	872-0161
Pointe-Aux-Chenes	530 Hwy. 665 Montegut, LA 70377	Betty Leonard	594-3989
Schriever	2052 W. Main Schriever, LA 70395	Elisha Johnson	446-5777
Caldwell	445 Hwy. 311 Schriever, LA 70395		
South Terrebonne High	3879 Hwy. 24 Bourg, LA 70343	Dawn Sevin	580-4933
Bourg	4413 St. Andrew Street Bourg, LA 70343		
Village East	315 Lafayette Woods Houma, LA 70363		
Southdown Primary	1325 Bayou Dularge Theriot, LA 70397	Celina Pichoff	876-1886
Terrebonne High	7318 Main Street Houma, LA 70360	Brenda Brunet	879-4168

Attachment "B"

Bid Submittal Presentation:

The envelope containing your bid submittal may be hand delivered or mailed to the Terrebonne Parish School Board, Purchasing Department, 340 St. Charles Street, Building #3, Houma, LA 70360 no later than the due date and time of 1:00 P.M. on Wednesday, April 12, 2017.

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

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

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

The bid shall be addressed following the example below:

Name or Firm
Physical or Mailing Address
City, State Zip

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

Milk and Milk Products

Attachment "C"

INSURANCE REQUIREMENTS FOR VENDORS, SERVICE CONTRACTORS, OR PROFESSIONAL SERVICES

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

I. Workers Compensation

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

II. Comprehensive General Liability

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

III. Automobile Liability

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

IV. Other Requirements

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