

INVITATION FOR BID FORM**BID NO. 06P-20**

CADDO PARISH SCHOOL BOARD PO BOX 32000 1961 MIDWAY STREET SHREVEPORT, LA 71130-2000	Lisa S. Lloyd, MSL, CPPB Director of Purchasing PH: 318.603.6481 lsllloyd@caddoschools.org
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BID TITLE: INTERIOR AND EXTERIOR PAINT**SEALED BIDS WILL BE ACCEPTED UNTIL: 10:30 A.M.CST ON TUESDAY, DECEMBER 3, 2019**

IMPORTANT: The Instructions/Provisions (12/2015) to bidders are available for download and printing at the CPSB website: www.caddoschools.org (Click on Bids and RFP's) or may be picked up from the CPSB Purchasing Department, 1961 Midway Street. If you choose to access from the CPSB website, the Instructions/Provisions will be incorporated by reference with the same force and effect as if set forth in full text.

Dates Advertised: **November 14th & 21st, 2019**

Lisa S. Lloyd, MSL, CPPB, Director

TO BE COMPLETED BY BIDDER:

LEGAL NAME OF BIDDER:	
MAILING ADDRESS:	
CITY, STATE, ZIP CODE:	
TELEPHONE NO: ()	FAX NO: ()
<p>BIDDER CERTIFICATION AND IDENTIFICATION: I/We certify that this bid is made without prior understanding, agreement of connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I/We further certify that none of the principals or majority owners of the firm or business submitting this bid are at the same time connected with or employed by the Caddo Parish School Board.</p> <p>ASSIGNMENT: The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/we hereby convey, sell, assign and transfer to the Caddo Parish School Board all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the Caddo Parish School Board.</p> <p>We understand that other bid forms or supplementary statements (unless required by the specifications) dealing with the price quotation will be ignored. Current literature, catalogs, pictures and a complete identification of each item bid have been included and made a part of this bid. I/We understand this bid may be rejected for failure to fully describe the products bid herein.</p> <p style="text-align: center;">I/WE HAVE CHECKED THIS BID FOR MATHEMATICAL AND TYPOGRAPHICAL ERRORS.</p>	
AUTHORIZED SIGNATURE:	DATE SIGNED:
NAME (PRINTED/TYPED):	TITLE:
EMAIL:	
<p>BIDDER QUALIFICATION: The form of business organization under which this bid is submitted is as follows:</p> <p><input type="checkbox"/> A CORPORATION incorporated under the laws of the State of _____ and (is) (is not) authorized to do business in the State of Louisiana.</p> <p><input type="checkbox"/> A PARTNERSHIP. Names of Partners: _____</p> <p><input type="checkbox"/> AN INDIVIDUAL trading and doing business under a name and style other than his own. The Owner's Name is: _____</p>	
BID BOND: Not Required for this Solicitation.	
PERFORMANCE BOND: Not required for this Solicitation.	
ACKNOWLEDGEMENT OF ADDENDA RECEIVED:	
Addendum No. 1 Dated:	Addendum No. 2 Dated:
Addendum No. 3 Dated:	Addendum No. 4 Dated:

INSTRUCTIONS TO BIDDERS

1.0 PREPARING AND SUBMITTING OF BIDS

1.1 INSTRUCTIONS. These instructions define the conditions of the bid solicitation and the specifications of the goods or services desired.

1.2 BID PROPOSAL FORM. The bid **MUST** be submitted on the form furnished by the Caddo Parish School Board or submitted electronically at the designated electronic bid site. No other form or format is acceptable.

1.2.1 The BID PROPOSAL FORM defines the requirements of the items to be purchased or the work to be done. The BID PROPOSAL FORM must be signed by the bidder in the space provided. The authority of the person signing the BID PROPOSAL FORM shall be in accordance with LRS 38:2212.0.

1.2.2 ITEM SPECIFICATIONS. Specifying of a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired. Articles offered must be new merchandise (unless specifically excepted) and must be of equal or superior grade.

1.3.0 TRADE NAMES AND MATERIALS

1.3.1 Where materials or equipment are specified by a trade or brand name, it is not the intention of the CPSB to discriminate against an equal product of another manufacturer.

1.3.2 It is to be understood that the use of such brand name or trade name is to define a standard of quality, character, and performance as well as establish an equal basis for the evaluation of bids.

1.3.3 Bids are not restricted to the specific brand, make, or manufacturer named. Equivalent products will be acceptable.

1.3.4 It shall be the responsibility of the Director of Purchasing, or her designee, to determine what is considered an equivalent product.

1.3.5 All materials or equipment shall be the best of their respective kinds and shall in all cases be fully equal to the stated product.

1.3.6 BIDDER'S IDENTIFICATION OF PRODUCTS BID. On blank lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to identify sufficiently and completely the articles offered. Failure to do so may prevent consideration of the item bid.

1.3.7 ALTERNATES. Bidders shall bid only one product per item. Bidders shall not bid a primary item bid and then also include a second, alternate product item bid. The ONE product that is closest to meeting the specifications is sufficient.

1.3.8 REQUIRED LITERATURE. When the bid invitation is soliciting a bid for a product (as opposed to a service), each bidder is to enclose complete descriptive information to fully identify the product quoted. This may be in the form of a catalog, manufacturer's brochure, specification sheet, cut sheet, schematic, or other brand or product information. Failure to do so may prevent consideration of the item bid.

1.4 BID ENVELOPE. The bid shall be submitted in a sealed envelope with the name and number of the bid and date of opening plainly shown on the face of the envelope. If descriptive product literature is too large for the bid envelope, a separate envelope may be used by the bidder. The separate envelope shall be properly labeled and submitted with the bid. Failure to provide bid number and opening date on the outside of the envelope may result in rejection of the bid.

1.5 PRICES. The bidder shall quote only a net unit price for each item specified. The unit of purchase will be indicated on the BID PROPOSAL FORM. Where directed to do so on the BID PROPOSAL FORM, the bidder shall extend the unit price times the quantity to obtain and show a TOTAL NET BID. Note: Some BID PROPOSAL FORMS are structured to require only a unit price and prohibit an extended total. In all cases the requirements and price configurations of the BID PROPOSAL FORM shall prevail.

1.5.1 FREIGHT. All prices bid shall include FOB DESTINATION. Delivery shall be that the bidder delivers and unloads the purchased items to the dock of the designated point of receipt, which may include desktop-delivery. Title passes at the point of delivery with receipt and acceptance of all items in good order. Damaged freight claims are the responsibility of the successful bidder. Shipments must be received and accepted by a designated agent of the Caddo Parish School Board. All cartage, drayage, packing, handling, palletizing, etc., shall be included in the bid price. Separate allowances for freight, shipping or handling will not be permitted.

1.5.2 DISCOUNTS. Discounts for prompt payment as may be offered on the bid or on the invoice will be accepted. These discounts will not be considered in evaluating bids for purposes of determining a low bidder unless all other factors are equal.

1.6 ASSIGNMENT. The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/We hereby convey, sell, assign and transfer to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to this purchase made by its agency, The Caddo Parish School Board.

1.7 PLACE, DATE AND HOUR. All bids shall be submitted to the PURCHASING OFFICE, CADDO PARISH SCHOOL BOARD, and 1961 MIDWAY STREET, SHREVEPORT, LA 71108 or mailed to the PURCHASING OFFICE, CADDO PARISH SCHOOL BOARD, P. O. BOX 32000, SHREVEPORT, LA 71130-2000 or submitted electronically at www.bidexpress.com.

1.7.1 The first page of the bid invitation and the BID PROPOSAL FORM designate the name and number of the bid and the date and hour of the bid opening. Bids will be received until the stated date and time. Irrespective of the reason, bids arriving after the stated date and time will not be accepted.

1.7.2 All bids shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt. Bids may also be sent by registered mail or by certified mail with a return receipt requested, by regular mail or by electronic submission.

1.7.3 IMPORTANT. The responsibility for timely presentation (delivery) of a bid rests solely with the bidder. A bid delayed beyond the stated time and date through the mail, Federal Express, UPS, or other cannot and will not be accepted under any circumstances.

2.0 **BID SAMPLES:** If an item is submitted for consideration that the District is unfamiliar with, the bidder may be requested to send a sample(s) for evaluation purposes.

2.1 CONDITIONS FOR REQUIREMENT. Bidders shall submit samples ONLY when directed to do so as follows:

2.1.1 With the bid or delivered to the Caddo Parish School Board Purchasing Office, no later than the hour and date of the bid opening OR...

2.1.2 By specific instructions found in the specifications or on the BID PROPOSAL FORM OR...

2.1.3 By specific notification authorized by the Purchasing Office, made within three (3) days after bid opening date, with samples to be submitted as directed within three (3) days after notification.

2.2 IDENTIFICATION. Each sample shall be identified with the bidder's name, bid proposal number, bid item number, product trade name and identification (catalog number, model number, etc.) and/or as otherwise indicated on the BID PROPOSAL FORM.

2.3 PAYMENT FOR SAMPLES. CPSB will not buy samples and will not assume any cost incidental thereto.

2.4 RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders for fourteen (14) days after bid award date and by successful bidders for fourteen (14) days after final payment. CPSB will not assume responsibility for samples not claimed within the time specified and will not pay for samples damaged in testing. CPSB will assume that the bidder is donating samples not claimed within the allotted time period.

3.0 CHANGE OR WITHDRAWAL OF BIDS

3.1 CHANGE OR WITHDRAWAL PRIOR TO BID OPENING. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Purchasing Office. This communication shall be received prior to the date and hour of the bid opening.

3.2 CHANGES AFTER BID OPENING BUT PRIOR TO BID AWARD. After bids are opened, they may not be changed except to correct patently obvious mathematical errors or clerical mistakes. Verification of the correct bid actually intended shall be submitted by the bidder to the Purchasing Office prior to the final award by CPSB.

3.3 WITHDRAWAL AFTER BID OPENING BUT PRIOR TO BID AWARD. After bids are opened, a bidder may request that his bid be withdrawn for good cause. Such request must be submitted in writing to the Purchasing Office prior to the final award by CPSB. If the Purchasing Office agrees that the request is valid, the bid may be withdrawn. It shall be understood that no bid can be withdrawn after Board approval without consideration of penalties. See Section 6.

4.0 REJECTION OF BIDS

CPSB reserves the right to reject any or all bids and to waive any informalities.

5.0 AWARD OF BID

5.1 The CPSB reserves the right to reject, in whole or in part, any and all bids and to waive any and all technicalities and informalities, and reissue and Invitation to Bid in accordance with the state law.

5.2 In an effort to ensure that all items within this category obtainable under contract, CPSB reserves the right to make MULTIPLE AWARDS for this bid.

5.3 Bids shall be opened publicly, read aloud, recorded, and compiled in tabular form, a copy of which will be available for examination in the Purchasing Department. No determination of bid award will be made at the time of opening. After review by the Purchasing Department, the certified tabulation and recommendation for bid award will be available for examination prior to the official meeting for consideration by the Board. Recommendation of award will be made to the CPSB based upon the lowest responsible and responsive bidder(s) in conformance with the criteria designated in the Invitation to Bid.

5.4 For the purpose of making this evaluation, administrative costs to the CPSB for issuing and administering each contract awarded under this invitation will be considered. Individual awards may be made for the items and combinations of items, which result in the lowest aggregate price to the CPSB, including such administrative costs. Based on such administrative costs the CPSB may make multiple awards for this contract.

5.5 In calculation of the lowest responsive bid, unit prices shall supersede extended prices for items bid in quantity. A random, minor discrepancy in extended prices will not render a bid unresponsive. The Purchasing Department shall read the bids as submitted, note any discrepancies, and request written clarification for minor errors that do not affect low bid determination.

5.6 The CPSB may reject any bid for failure by the bidder to comply with any requirement stated in the bid documents. Non-responsive bidders will be noted on the bid tabulation as such, with reason(s) for this determination stated.

5.7 The CPSB reserves the right to reject all bids (individual line item or group, as applicable) if the lowest bid is in excess of ten percent (10%) of the price offered to any government entity by any authorized distributor for similar quantities of the same product within 180 days prior to bid opening.

5.8 Any bidder evidenced to be not responsible may be disqualified through a Disqualification Hearing process, and if declared "not responsible" by the CPSB bids shall be rejected. A bidder may be declared not responsible for such reasons including, but not limited to, failure to pay taxes, failure to obtain licenses or permits, poor performance on past contracts with CPSB or other government agency, or lack of evident capacity to fulfill contract.

5.9 The CPSB reserves the right to contact bidders for the purpose of obtaining additional information and/or clarification that will assure full understanding of, and responsiveness to, solicitation requirements. Such information shall be provided within three business days. This may include brochures, specification sheets, detail drawings, or samples.

5.10 The CPSB reserves the right to eliminate any and all items from the bid list prior to issuing a bid award, a notice to proceed, or a purchase order, and if so, the bid price shall be adjusted accordingly.

5.11 Payment discounts, while accepted, will not be used in the determination of low bid.

5.12 Awards become official at the time bids are accepted by the CPSB during their regular sessions. Contract has its inception in the award, eliminating a formal signing of a separate Contract Document.

5.13 The purchase order and/or contract mailed or delivered to the successful bidder is the official authorization to deliver materials or perform the services described therein. The time allowed for delivery or performance begins with the date of bid acceptance and approval by the CPSB unless otherwise specified in the bid documents whether or not a purchase order or contract has been issued.

5.14 In the event of a tie bid, preference will be given in the following order: companies located in CADD0 Parish, companies located in the State of Louisiana, companies whose Louisiana business workforce is comprised of a minimum of fifty percent Louisiana residents, and winner of a coin toss performed by CPSB.

5.15 LOUISIANA PREFERENCE. In accordance with LRS 38:2252, "Preference is hereby given to materials, supplies and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state."

5.15.1 PREFERENCE BIDDERS, PLEASE NOTE: LRS 38:2251, Sections (A), (H) and (J) detail the conditions and requirements by which preference claims may be made for materials, supplies or equipment products manufactured, processed, produced, or assembled in Louisiana OR that the bidder's LA workforce is comprised of at least 50% Louisiana residents. To claim preference, the bidder **MUST** fully comply with all requirements and conditions of the law. The bidder shall complete the following:

LOUISIANA PREFERENCE CLAIM

Do you claim this preference? YES _____ NO _____

Specify ITEM Number _____

Witness: _____ Signature: _____

Witness: _____ Print Name: _____

5.16 EVALUATION: The Grounds & Maintenance staff may play an integral role in the evaluation of the submitted items. The durability, suitability and past usage history will be major factors in determining the award to the successful bidder.

6.0 **FAILURE TO PERFORM** (For bid purchases where bid security and performance bond has not been required as a condition of the bid.)

6.1 In the event a successful bidder fails to perform (deliver) on an awarded bid and where no bid security and performance security have been required; CPSB shall declare the bidder in default. CPSB then has the option of excusing the bidder if it determines good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be the Board's option to invoke either or both of the following:

(1) Payment to CPSB in the amount equal to five percent (5) of the unit price bid times the quantity or \$100.00, whichever is larger, and/or...

(2) Forfeiture of the bidder's right to transact business with CPSB for a period of one year following the date the penalty is invoked.

7.0 DELIVERY, BILLING AND PAYMENT

7.1 DELIVERY. Weekends and holidays excepted, deliveries shall be FOB DESTINATION, DESKTOP DELIVERED or PLATFORM DELIVERED (large or palletized items) 8:00 am – 3:00 pm (unless specific arrangements have been made with the receiving location) to the location shown on the BID PROPOSAL FORM. A delivery ticket, waybill, bill of lading, or copy of the invoice shall accompany each delivery.

7.1.1 DELIVERY REQUIREMENT. Complete delivery is required as soon as possible but no later than the final completion date shown on any purchase order assigned the successful bidder(s).

7.1.2 RECEIVING, INSPECTION AND TESTING. Delivered items that do not fulfill all requirements will be rejected and refused. Rejected merchandise shall be removed and promptly replaced by the successful bidder at no cost to CPSB. Delivered items shall be received by a designated agent of CPSB.

7.2 INVOICES. Unless other arrangements are made with the Purchasing Office, invoices must be those of the successful bidder and must show the purchase order number, bid number, complete unit description, quantity, price and total.

7.2.1 All invoices shall be submitted to the attention of the ACCOUNTS PAYABLE DEPARTMENT, CADDO PARISH SCHOOL BOARD, P. O. BOX 32000, SHREVEPORT, LA 71130-2000.

7.2.2 If applicable, federal tax exemption certificates will be signed by the Caddo Parish School Board. The federal tax exemption number is 72-6000-224.

7.3 PAYMENT. Unless otherwise specified, payment will be made within thirty (30) days after delivery, authorized inspection and acceptance. Payment will be made to the successful bidder unless other payment arrangements are requested and approved by the Purchasing Office.

8.0 DETERMINATION OF BIDS

8.1 Bidders are requested to bid on any or all items specified. In some instances, items having commonality may be grouped together for a single award. Failure to bid all items contained within a group will cause rejection of the item grouping. The BID PROPOSAL FORM will designate the method of award if different from an individual item basis.

8.2. The responsible bidder meeting specifications and having the lowest acceptable bid price (as determined by the BID PROPOSAL FORM) will be awarded the business covered therein. Each bidder is to be responsible for the accuracy of the bid, and CPSB will assume that the TOTAL NET BID for each item (or group of items) is a correct and legitimate quotation.

8.3 8.3 To assure uniformity in the bid proposals, each bidder is to show their price per gallon packaged in five-gallon pails.

8.4 The bidder may show in the space provided any additional increment in cents per gallon for paint that may be purchased in one-gallon pails.

8.5 Accent colors or those with special tints are required from time-to-time. However, the projected quantity is not likely to exceed fifty gallons per category. If necessary, bidders may quote an additional or premium cost, if any, for accent colors provided.

9.0 **PRODUCT VERIFICATION AND LITERATURE REQUIRED.** Include with this bid written evidence from the manufacturer that the paint quoted is the highest quality, top-line product. Also include complete literature, pictures and/or description of the paint products quoted. Failure to fully and completely identify items bid may be sole cause for rejection of the bid.

10.0 RESERVATIONS BY BOARD

10.1 Limited funds are budgeted for the purchase of these items. Should the bid price be more than anticipated, CPSB reserves the right to reduce the quantity as appropriate to remain within the budgeted allocation for the purchase.

10.2 The Caddo Parish School Board may reject any bid for failure by the bidder to comply with any requirement stated herein or as appearing on the BID PROPOSAL FORM or in the general bid conditions or in any attachment thereto, which becomes a part of the bid.

BID PROPOSAL FORM REQUIREMENTS

- 11.0 **BID FORM:** This proposal shall be executed and submitted in accordance with the specifications. All articles and requirements contained in the Invitation for Bid (IFB) Instructions/Provisions to bidders and on this Bid Proposal Form shall remain and become a part of the contract for **INTERIOR & EXTERIOR PAINT**. All appropriate blank spaces shall be filled in. **BID MUST BE SUBMITTED ON THIS FORM AND MAILED USING THE ENVELOPE SUBMISSION FORMAT ATTACHED OR BY THE APPROVED ELECTRONIC METHOD. WE WILL NOT ACCEPT A FAXED BID FOR THIS SOLICITATION!**
- 11.1 **QUANTITY:** When quantities are listed as “each” the quantities may be variable and the district is establishing a base price for the specific item. When quantities are listed as “only”, the district is requesting a specific quantity of that/those item(s).
- 12.0 **DELIVERY.** Purchase orders will be issued to the successful bidder(s) for the business herein. All items shall be FOB DESTINATION; PLATFORM/DESKTOP DELIVERED to **WAREHOUSE, CADDO PARISH SCHOOL BOARD WAREHOUSE, 7300 WEST BERT KOUNS INDUSTRIAL LOOP, SHREVEPORT, LA 71129-4710 OR AT CPSB’s OPTION, PRODUCTS MAY BE PICKED UP BY CPSB PERSONNEL FROM THE SUCCESSFUL BIDDER’S LOCAL WAREHOUSE.** A delivery ticket, waybill, bill of lading, or copy of the invoice shall accompany each delivery. Deliveries shall be made between 8:00 am - 11:00 am and 12:00pm -3:00pm on weekdays. No deliveries on weekends or holidays.
- 13.0 **ESTIMATED EXPENDITURE.** The District has estimated a total expenditure of \$75K for the purchase of the items included in this solicitation.
- 14.0 **COOPERATIVE AGREEMENTS:**

To the extent provided by law in LA RS 39:1701 et seq., the successful vendor may elect to make this contract available to other public agencies that participate in purchasing cooperatives or cooperative purchasing agreements with the Caddo Parish School Board.

The vendor may be required to execute a separate contract with the purchasing cooperative or individual participating public agency. Payment of incentive fees by the vendor to purchasing cooperatives in exchange for contract promotion and participation is the exclusive obligation at the sole discretion of the vendor. The Caddo Parish School Board receives no direct compensation for vendor participation in purchasing cooperatives.

The bidder/proposer agrees to indemnify and hold harmless the Caddo Parish School Board from any disputes arising from contract participation by other agencies participating in purchasing cooperatives or cooperative purchasing agreements. Disputes between a participating public agency and any bidder/proposer that may be awarded any agreement resulting from this solicitation are not the responsibility of the Caddo Parish School Board. The exercise of rights of any rights or remedies by the participating public agency or awarded bidder/proposer shall be the exclusive obligation of such party.

The Caddo Parish School Board shall not be construed as a dealer, re-marketer, representative, partner, or agent of any bidder/proposer that may be awarded any agreement resulting from this solicitation

Participating public agencies shall be responsible for the ordering of products under any agreement resulting from this solicitation. Payment for products or services and inspections and acceptance of products or services ordered by a participating public agency shall be the exclusive obligation of such procuring party.

The Caddo Parish School Board shall not be obligated, liable or responsible for any order made by any participating public agency or any employee thereof, nor for any payment required to be made

with respect to such order. The Caddo Parish School Board makes no representation or guaranty with respect to any minimum purchases by the Caddo Parish School Board or any participating public agency or any employee thereof under any agreement resulting from this solicitation.

Should the vendor elect to make this contract available to participating public agencies, additional delivery charges beyond the immediate Shreveport-Bossier City area may be negotiated with the using agency. All other terms and conditions remain in effect throughout the term of this contract. Pricing & all other terms & conditions of this bid are automatically extended to Bossier PSB & DeSoto PSB unless otherwise noted by the vendor.

- 15.0 **TERM & CONDITIONS:** The contract shall continue from January 1, 2020 through December 31, 2020 unless otherwise terminated or extended pursuant to the stated provisions.
- 15.1 **RENEWAL OF AGREEMENT.** At the option of either party, the bid and contract may be renewed under the same terms and conditions for two additional one-year periods: January 1, 2021 through December 31, 2021 and January 1, 2022 through December 31, 2022. Renewal requires mutual agreement in writing by both parties. All bidders shall guarantee their discounts for the duration of the initial term plus any extension of the agreement.
- 16.0 **TERMINATION OF AGREEMENT (if applicable):**
- 16.1 CPSB may cancel this agreement upon failure of the successful bidder to satisfactorily comply with the terms hereof.
- 16.2 The evaluation of the successful bidder's service will be continuous. Particular emphasis will be given to the capability and reliability of the successful bidder to sufficiently and expeditiously handle all of the schools' needs in a timely and professional manner.
- 16.3 In the event CPSB comes to believe the successful bidder is performing in a manner less than that required by these specifications, CPSB will place the successful bidder on notice to improve service or forfeit the contract.
- 16.4 Should the successful bidder not be able to meet the minimum requirements, CPSB will notify the bidder in writing of its intent to cancel the agreement and to discontinue its purchases.
- 17.0 **PROHIBITIONS OF GRATUITIES**
- 17.1.1 It shall be unethical for any person to offer, or give, or agree to give any CPSB employee or former CPSB employee, or for any CPSB employee or former CPSB employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or sub-contract or to any solicitation or proposal.
- 17.1.2 It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.

17.2 Order of Precedence

- 17.2.1 Requirements stated in the specification section shall have precedence over other sections.
- 17.2.2 In the event of inconsistency between any of the solicitation documents or any part thereof, the more stringent conditions shall govern.

17.3 Contract Pricing and Term

- 17.3.1 Prices will be firm for the contract term(s) as specified in the solicitation document.
- 17.3.2 The CPSB, at its sole discretion, may delete any item, which is deemed as obsolete from this contract during the contract period.
- 17.3.3 The CPSB, at its sole discretion, may delete any item, which is deemed as obsolete from this contract during the contract period.
- 17.4.4 The CPSB may, during the contract period and with written agreement from the vendor, add additional items to the contract as needed. The price of these items will be similarly priced as those awarded on the contract.

18.0 BID CHANGES OR WITHDRAWALS

- 18.1 Bidder may withdraw its bid prior to the bid opening by written request. This communication shall be received prior to the date and hour of the bid opening.
- 18.2 Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the CPSB Purchasing Department within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn.

19.0 PAYMENT

- 19.1 The CPSB is exempt from all state and local sales taxes.
- 19.2 All prices submitted should include all taxes, which may be due and payable by the bidder, and the bidder shall have no claim under any contract for the payment of any additional taxes.
- 19.3 Payment will be made within thirty (30) days after receipt of an itemized invoice, which references an official CPSB purchase order.

20. DEBARMENT CLAUSE: Before completing the Invitation For Bid Form, please read the following information:

- 20.1 The prospective lower tier participant certifies, by submission of his bid, 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 or State Department or agency.**
- 20.2 Where the Prospective participant is unable to certify any of the statements in this document, such prospective participant shall attach an explanation to this bid response.**

In submitting this bid, I/We understand and agree THAT:

- 1. Surcharges for delivery, shipping, or handling are not permitted.**
- 2. Any bid received with sliding price scales, variable discounts, minimum order amounts for prepaid freight or any other type or kind of bid qualification or modification will be ruled irregular and not considered. There will be no exceptions to the single discount per category.**
- 3. This bid will be awarded to vendor(s) who offers the best total value for items as described in the specifications.**

INVITATION FOR BID FORM

BID NO. 06P-20

FROM: _____

BID NUMBER: _____

BID TITLE: _____

OPENING DATE : _____

SEND TO:

**CADDO PARISH SCHOOL BOARD
Purchasing Department
1961 Midway Street
P.O. Box 32000
Shreveport, LA 71130-2000**

**Attn Bidders: Use this print format on the outside of your envelope when responding to any formal bids or RFP's.
We do not accept fax or electronic bid responses (EXCEPT THROUGH BID EXPRESS) for any formal bids or RFP's.**