

# **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

(Bidder: The general rules and conditions that follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the Lafayette Parish School Board, unless otherwise specified. Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error).

## **INSTRUCTIONS**

### **SUBMITTING OF SEALED BIDS**

#### **A. Bid Envelope:**

1. The bidder shall be solely responsible for the timely furnishing of bids. In order to guarantee the timely furnishing of bids, the bid must be returned by certified, registered mail with a return receipt requested, or hand delivered. The LPSB will not accept responsibility or guarantee the timeliness of bids received by any other means.
2. All bids must be received in the envelope provided with the invitation to bid or in an envelope labeled as follows: "SEALED BID". Bid/Project Description, Bid Number, Opening Date and Time, Bidder's Company Name and contractor's number (if applicable toward public works project). The LPSB shall not be responsible if a bid is not received due to lack of improper labeling of the envelope.
3. Bid shall be submitted under separate cover. The Board shall not be responsible for bid if not submitted under separate cover.

#### **B. Bid Forms:**

1. Bids must be submitted on the forms furnished in the bid package.
2. **Signature:** Bid forms must be signed in ink. Typed, printed or stamped names shall be reason to reject the bid. An unsigned bid shall be considered a "**NO BID**".
3. The forms should not be detached from the specifications of which it forms a part.
4. **Completeness:**
  - a. All information required in the bid must be supplied to constitute a proper bid.
  - b. On lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to sufficiently identify the article(s) offered. Failure to do so may prevent consideration of the item bid.
  - c. Failure on the part of any bidder to supply all required information shall be cause to reject said bid from consideration.
5. **Place, Date and Hour:**
  - a. All bids shall be submitted to the location specified.
  - b. The bid form designates the date and hour of the bid opening. Bids shall be received until

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the stated date and time: bids arriving after the started date and time **will not be considered**. The responsibility for timely delivery of bids rests solely with the bidder.

6. **Response to Invitations:** In the event you cannot submit a bid, please return the bid package with an explanation why you are unable to bid on these requirements. The large number of firms on the bid list makes it necessary to delete from the “**NOTIFICATION TO BID LIST**” bidders who fail to respond to three successive invitations to bid.
7. **Bid Response:** More than one offer from an individual, firm, partnership, corporation or association under the same or different name will be rejected. **Bidders shall offer only ONE ITEM AND PRICE for each line item bid.** No alternatives will be accepted, unless requested by the LPSS. If an "equivalent" item is to be bid, the bidder must select the brand and model that is functionally equivalent to the specified item and submit his bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

### C. **Specifications:**

1. Specifying of certain brand, catalog number, make or manufacturer is to denote the quality, type and standard of the article desired that has been cited as meeting the needs of the Lafayette Parish School Board; however, bids are invited that are comparable products that would equally satisfy requirements stated herein.
2. Articles offered must be new merchandise (unless specifically excepted) and must be of equal or superior grade.
3. **Questions Regarding Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the Board in writing. Any interpretation made to prospective bidders will be expressed as an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the Board.

### D. **Technical Data:**

1. **COMPLETE MANUFACTURER’S SPECIFICATIONS MUST ACCOMPANY ALL BIDS WHEN BIDDING AN ALTERNATE. FAILURE TO SUBMIT COMPLETE MANUFACTURER’S SPECIFICATIONS WILL BE REASON TO REJECT THE BID.**
2. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal on the formal bid where specified. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the Lafayette Parish School Board to the specifications as written.

### E. **Bid Samples:** When required as stated in the Bid Proposal. (May be required after bid opening for evaluation purposes.)

1. **Submittal:** Samples shall be submitted to the Lafayette Parish School Board Purchasing

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Department, at the same location as the bid opening, **no later than the date and our of the bid opening.**

2. **Identification:** Each sample shall be identified with the bidder's name, bid number, bid item number, product trade name and identification (catalog number, model number, etc.), and/or as otherwise indicated in the bid invitation forms.
3. **Payment for Samples:** The Board will buy no samples and will assume no-cost incidental thereto. When samples are requested, they must be sent prepaid and within the specified time.
4. **Return of Samples:** Samples not destroyed in testing must be claimed by bidders within fourteen (14) days after bid award date. The Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.
5. **Rejection:** Failure to provide requested sample within specified time may result in forfeiture of award.
6. **Demonstration/Evaluation:** The Board reserves the right to request a demonstration in order to properly evaluate any item(s) on the bid. Failure to demonstrate as requested without reason acceptable to the Board shall be reason to reject the bid.

### **F. Warranty:**

1. Bidder guarantees to replace or repair at his expense all materials of his supply found to be defective within one (1) year from the day of delivery where such defects are due to defective materials and/or workmanship. This is to include any freight/delivery charges required for shipping to or from the particular Lafayette Parish School Board facility.
2. Warranty repair/service for equipment will be performed at the school when possible.

### **G. Asbestos:**

No asbestos material of asbestos containing material shall be a part of or included in any product sold or furnished to the Lafayette Parish School Board by any person or supplier.

### **H. Non-Collusion:**

Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Louisiana or United States law.

### **I. Freight:**

Delivery is to be made to the location(s) listed in the bid. All bid prices are to include delivery to the specified location(s). (F.O.B. destination).

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### J. Taxes:

In accordance with Act 1029, effective September 1, 1991, the Lafayette Parish School Board is exempt from Sales Tax on all purchases.

### K. Evaluation of Offers:

1. The Lafayette Parish School Board, in making its award, will consider the lowest responsive bidder. The Lafayette Parish School Board reserves the right to reject any and/or all bids.
2. **Bids for All or Part:** With the exception of public works projects, the Board reserves the right to award on an “**ALL-OR-NONE**” and/or partial basis whichever is in the best interest of the Lafayette Parish School Board. Bidder may restrict his bid to consideration as “**ALL-OR-NONE**” by so stating, but shall give a unit price for each item; any bid in which the bidder names a total price for all the articles without quoting a price on each item shall be rejected.
3. **Cash Discounts:** Cash Discounts, if offered, will be taken in consideration in determining the low bid. **DISCOUNTS OF LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN MAKING AN AWARD.** Beginning date of discount period shall be determined by date of invoice or date of delivery of merchandise whichever occurs first.
4. **Errors in Bids:** Bids containing errors may be withdrawn by the contractor in accordance with L.R.S. 38:3314.C. Erasures or changes in bids must be initialed.
5. **Tie Bids:** Tie bids will be decided on the basis of drawing lots, unless only one instate vendor is involved. In these cases, preference will be given to the instate vendor as provided for in L.R.S. 38.2225.C.
6. **Ability & Experience:** Considerations used for determining bidder responsibility include “financial ability, skill, integrity, business judgement, experience, reputation, quality of previous work on contracts, and any other similar factors bearing on bidders’ ability to successfully perform the contract”. Each proposal will receive equal consideration and special attention directed to the contractor’s qualifications as provided for in L.R.S. 38.2216.C (2) (a).

### L. Purchases Without Bid Security, Contracts & Performance (Delivery) Security

1. **Failure to Perform:** In the event a successful bidder fails to perform (deliver) on an awarded bid and no bid security and/or performance securities were required, the Board shall declare the bidder in default. The Board 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 the following:
  - a. Payment to the Board in the amount equal to the difference between the unit price bid times the quantity on an item to item basis of that of the successful bidder and the next responsible low bidder(s) and/or
  - b. If it becomes necessary to re-bid, payment to the Board in the amount equal to the difference between the unit price times the quantity on an item basis of that of the

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successful bidder on the original bid and that of the lowest responsible bidder(s) on the re-bid.

### **M. Change or Withdrawal of Bids:**

1. **Change or Withdrawal Prior to Bid Opening:** Should any bidder desire to change or withdraw his bid he shall do so prior to the date and hour of the opening.
2. **Withdrawal After Bid Opening-But Prior to Bid Award:** No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2214 of L.R.S. Title 38, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within forty-eight hours after the conclusion of the bid opening procedure.

### **N. Rejection of Bids:**

The Board reserves the right to reject any and all bids for just cause. In accordance with L.R.S. 38:2212(1)(1)(b) those stated in the advertisement for bids, and those requirements in the bid packet shall not be considered informalities and shall not be waived by any public entity.

### **O. Award & Acceptance:**

1. **Bid Tabulation:** Copy of bid tabulation may be received upon written request and by submitting a stamped, self-addressed envelope.
2. **Notice of Acceptance:** A written award in the form of a purchase order, contract, written notice of award of any combination of these three to the successful bidder shall be deemed to result in a binding contract for the purchase of materials or supplies without further action by either party as provided for in L.R.S 38:2216.B. If the bid and resulting award regards the construction of doing of any public works, a written contract must be entered into according to L.R.S. 38:2216.A(1).

### **P. Delivery Provisions:**

1. Shipment is not to begin until receipt of the purchase order or other notification by the Purchasing Agent to proceed. All deliveries of products shall be made within 45 days ARO designated, freight prepaid. At the time delivery is made an authorized agent must sign a dray receipt.
2. **Responsibility of Materials Shipped:** Successful bidder shall be responsible for the materials or supplies until they are delivered to the location(s) specified in the bid specifications. If materials or supplies are rejected they must be removed by and at the expense of the bidder promptly after notification of rejection.
3. **Inspections:** Inspection and acceptance of goods will be made after delivery.
4. **Time of Delivery:** Deliveries will be accepted between 7:00 A.M. and 3:00 P.M.

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5. **Packing Slips or Delivery Tickets:** **ALL SHIPMENTS OR DELIVERIES** shall be accompanied by Packing Slips or Delivery Tickets, and contain the following information:
- a. Purchase Order number,
  - b. Name of the article and stock number (Supplier's),
  - c. Quantity ordered,
  - d. Back orders,
  - e. Name of the vendor.

**Q. Excluded Parties:**

Bidders shall complete and sign the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions" Form. This form must be included with the bid proposal.

**BIDDERS ARE CAUTIONED THAT FAILURE TO COMPLY WITH THESE CONDITIONS SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.**

**The Special Case of Meals:**

Contracts which relate to school lunch program are exempt from the provisions and requirements contained herein.

(SPECIAL CONDITIONS found on succeeding pages always supersede the General Conditions).

**LAFAYETTE PARISH SCHOOL BOARD  
KAY LEDET, PURCHASING AGENT**