



**CENTRALBIDDING**  
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**RFP# 21-15 For Use of Section 16 Property in Ridge, Lafayette Parish, LA  
Area  
Lafayette Parish School System**

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

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**LAFAYETTE PARISH SCHOOL BOARD**

**REQUEST FOR PROPOSAL**

**FOR**

**For Use of Section 16 Property in Ridge, Lafayette Parish, LA Area**

**RFP# 21-15**

**January 27, 2015**

**Prepared by:  
Lafayette Parish School Board**

## **1.0 Introduction**

### **1.1 Purpose**

- 1.1.1 The Lafayette Parish School System is requesting proposals for use of certain tracts of section 16 property located in the Ridge, Lafayette Parish area.
- 1.1.2 Proposals will be received by the Lafayette Parish School System's Purchasing department located at 113 Chaplin Drive, Lafayette, LA until 2:00 p.m. February 23, 2015, at which time the proposals will be received and only the names of the parties submitting proposals shall be announced in the Personnel conference room.
- 1.1.3 The proposals will be sent to a committee for review and recommendation to the Board.
- 1.1.4 Proposals shall be submitted in sealed envelopes and marked **"RFP #21-15 For Use of Property in Ridge, Lafayette Parish, LA area opening February 23, 2015 at 2:00 p.m."**

### **1.2 Objective**

- 1.2.1 To find the best use of the property that will bring the school system maximum revenue with minimum amount of diminishment of future value of the site caused by the activity or use being proposed.

### **1.3 Location**

- 1.3.1 Section 16, Township 10 South, Range 3 East

### **1.4 General Description**

- 1.4.1 This site is located in the Ridge/Judice area directly behind Burke Elementary School. This Section 16 is bordered by Ridge Road on the North, Section 21 on the South, Section 15 on the East and Richfield Road (Hwy 343) on the West. The approximately 40 acre school site (Tract 4) is NOT included in the proposal. The site is currently being used as a rice and crawfish field. (See attached map)

### **1.5 Tracts Available**

- 1.5.1 (See "not to scale" approximate tract map attached)

Tract 1 – 39.220 Acres  
Tract 2 – 117.882 Acres  
Tract 3 – 40.053 Acres  
Tract 5 – 80.557 Acres  
Tract 6 – 175.656 Acres  
Tract 7 – 40.787 Acres  
Tract 8 – 38.313 Acres  
Tract 9 – 59.925 Acres

*Note: An approximately five acre pond was dug to provide dirt to raise the level of the school site. The location of this pond is between the drainage canal and Hwy 343.*

<b>1.6 SCHEDULE OF ACTIVITIES:</b>	<b>DATE:</b>	<b>TIME (CST):</b>
1. Proposal Advertisement	January 30, 2015 February 6, 2015 February 13, 2015	
2. Proposal submission deadline	February 23, 2015	2:00 PM
3. Review and Rank Proposals	February 23 – March 10, 2015	
4. Presentation of Selection Committee's Recommendation – Introduction ( <i>if applicable</i> )	March 18, 2015	5:30 PM
5. Presentation of Selection Committee's Recommendation - Action	April 1, 2015	5:30 PM

## **2.0 Inspection of & Plan for Property**

- 2.1 The proposer must acknowledge on the Proposal Response Form that the individual/firm has inspected the property prior to submitting a proposal and is completely aware of the current condition of the property.
- 2.2 The proposer must disclose on the Proposal Response Form if this property can yield a crop in 2015 and explain why or why not.
- 2.3 The proposer must submit a plan and timeline for making the property ready to produce crop

## **3.0 Farming Experience**

- 3.1 Proposer must list all relevant farming experience and qualifications.
- 3.2 Proposer must identify previous or current farming properties worked along with the associated acreage for each.
- 3.3 Proposer must identify all previous or current landlords and provide their contact information.
- 3.4 Proposer must provide crop yield history for the past three (3) years

## **4.0 Farming Equipment**

- 4.1 Proposer must provide a listing of all equipment that would be utilized to initially clean the property or if proposer intends to contract out the cleaning of the property.



## **5.0 RFP Coordinator**

- 5.1 Requests for copies of the RFP and any requests for information relating to the RFP shall be directed to the main point of contact as follows:

Lafayette Parish School Board  
Attention: Matt Dugas  
Director of Finance  
113 Chaplin Drive  
Lafayette, LA 70508  
Telephone No.: (337) 521-7307  
Facsimile: (337) 233-0782  
Email: [mwdugas@lpssonline.com](mailto:mwdugas@lpssonline.com)

- 5.2 Verbal inquiries and/or responses will not be considered official or binding.

## **6.0 Expected Time Period for Lease Agreement**

- 6.1 Following is a request for proposal for use of certain tracts of section 16 property located in the Ridge, Lafayette Parish area.
- 6.2 The lease or contract to be entered into with the chosen party(s) will be for a seven (7) year period. The agreement will begin on April 2015 and extend through March 31, 2022.

## **7.0 Proposer Inquiries**

- 7.1 Only the RFP Coordinator has the authority to officially respond to Proposer's questions on behalf of LPSB.
- 7.2 Any communications from any other individuals shall not be binding on LPSB.
- 7.3 LPSB reserves the right to modify the RFP should a change be identified that is in the best interest of LPSB.

## **8.0 RFP Cancellation**

- 8.1 LPSB reserves the right to cancel this RFP at any time and at its sole discretion, without penalty.

## **9.0 Response to Request for Proposal**

- 9.1 A cover letter, fees/costs form and any other required documents must be signed, in ink, by a person authorized to bind the Proposer and be returned with the Proposal.

## **10.0 Protests**

- 10.1 Protest(s) must be in written form and must be received by the LPSB within five (5) working days of the LPSB's award of Contract. Any protest received after five-working days shall not be considered. The written Protest shall include, at a minimum, the following:
1. The name, addresses and telephone number of the Protester;
  2. The signature of the Protester or its representative;
  3. Identification of the RFP name and number;
  4. A detailed statement of the legal and factual grounds of the Protest, including copies of relevant documents; and
  5. The form of relief requested.

## **11.0 Proposal Terms**

- 11.1 It is the intent of LPSB to negotiate and execute a contract with the winning Proposer on or before June 1, 2015.
- 11.2 All Proposals must be firm and valid until June 30, 2015.

## **12.0 Proposal Submittal**

- 12.1 It is solely the responsibility of each Proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission.
- 12.2 Proposals, which for any reason are not so delivered, will not be considered. Proposers shall assume all risk associated with any delays in delivery of their proposals.

## **13.0 Cost of Preparing Proposals**

- 13.1 LPSB is not liable for any costs incurred by prospective Proposers prior to entering into a contract. All costs associated with developing the proposal, preparing for oral presentations, and any other costs or expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by LPSB.

## **14.0 Errors and Omissions in Proposal**

- 14.1 LPSB will not be liable for any errors or omissions contained in the Proposals. LPSB reserves the right to make corrections or amendments due to errors identified in the Proposals by LPSB or the Proposer. LPSB, at its option, has the right to request clarification or additional information from the Proposer(s); however, in no event shall LPSB be held liable to any Proposer for any failure on its part to request additional information nor shall any failure on the part of LPSB to request additional information from any Proposer constitute grounds for a protest to the award in accordance with Section 7.1 of the RFP.

## **15.0 Opening of Proposals**

- 15.1 All proposals received by the date and the time specified will be received publicly. LPSB shall identify only the names of the entities submitting proposals.

## **16.0 Proposal Evaluation**

- 16.1 All proposals will be reviewed to determine compliance with requirements as specified in the RFP.
- 16.2 Proposals found not to be in compliance may be rejected from further consideration.
- 16.3 LPSB reserves the right to request additional information from Proposers that it deems to be in the best interest of the LPSB.

## **17.0 Proposal Rejection**

- 17.1 This RFP does not represent an offer or commitment by LPSB to enter into an Agreement with the Proposer or to pay any cost incurred in the preparation of a response to this request.
- 17.2 This RFP in no way constitutes an offer or a commitment by LPSB to award a Contract. LPSB reserves the right to accept or to reject, in whole or in part, all Proposals submitted and/or cancel this RFP in its entirety if it is determined to be in the best interest of LPSB.



## **18.0 Ownership of Proposal**

- 18.1 All materials submitted in response to this RFP shall become the property of LPSB. Selection and/or rejection of a Proposal does not affect this right.
- 18.2 The responses and any information made as part of the responses will not be returned to Proposers.
- 18.3 This RFP and the selected Proposer's response to this RFP may, by reference, become a part of any formal agreement between the Proposer and LPSB resulting from the solicitation.

## **19.0 Withdrawal and Re-submission of Proposal**

- 19.1 A Proposer may withdraw a Proposal that has been submitted at any time up to the date and time that the Proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

## **20.0 Award of Lease**

- 20.1 The award will be made to the Proposer whose Proposal, confirming to the RFP, is the most advantageous to LPSB, subject to negotiation and execution of an acceptable contract.

## **21.0 Lease Document**

- 21.1 Please find attached an example of the lease document that may be used when a final proposal is chosen.

## **22.0 Deposit**

- 22.1 A \$10.00 per acre deposit will be required when the final lease agreement is signed by the person representing the selected proposal.

## **23.0 Minimum Rental**

- 23.1 All land rental is subject to a minimum of \$10.00 per acre or 1/6<sup>th</sup> of the gross receipts from the sale of a crop.

## **24.0 Termination of Agreement**

- 24.1 The School Board has the right to terminate any lease for poor performance or production as detailed in the lease agreement.

## **25.0 Other Disclosures**

- 25.1 In the case of a tie for percentage of crop, a farmer's past monetary yield per acre of same or nearby site will be taken into consideration to determine bid award.

## **26.0 Indemnity**

- 26.1 LESSEE shall occupy the leased premises at its own risk and shall indemnify LESSOR against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by LESSEE, its agents, servants, employees, customers, visitors or licensees of any covenant or condition of this lease, including, without limitation, the provisions of paragraph 6, of the contract lease agreement, hereof relating to the rights of drainage from the leased premises over adjoining or adjacent property, or as a result of LESSEE'S use or occupancy of the leased premises or the carelessness, negligence, or improper conduct of LESSEE, its agents, servants, employees, customers, visitors, or licensees. The

LESSEE'S liability under this lease extends to the acts of omissions of any subtenant and any agent, servant, employee, customer, visitor, or licensee of any such subtenant.

**27.0 Venue**

- 27.1 The laws of the State of Louisiana shall govern in connection with the formation, performance and legal enforcement of any resulting Contract. The 15<sup>th</sup> Judicial District Court for the Parish of Lafayette, State of Louisiana, shall be the exclusive venue and jurisdiction for any litigation that may arise from the resulting Contract.

**28.0 Abbreviations and Definitions**

- 28.1 **LPSB/School System/School Board** – Lafayette Parish School Board, governed by the Lafayette Parish School Board consisting of nine (9) elected by District Members.
- 28.2 **Proposer** – Individual firms, teams of firms, joint ventures, or other similar entity responding to the RFP. Must be able to contract under a single lead entity.
- 28.3 **Shall or Must** - denotes a mandatory requirement.

**29.0 Audit of Records**

- 29.1 LPSB's auditor, the Louisiana State Legislative Auditor and any other applicable government agency or authority shall have the option to audit all accounts directly pertaining to the resulting Contract for a period of three (3) years after the project acceptance, or as required by applicable Federal or State law. Records shall be made available during normal business hours for this purpose.



**RFP# 21-15 Proposal Response Form**

**Proposer Name:** Monte Rosinski Farms, LLC

**Address:** 443 N. Richfield Rd.  
Scott, LA 70583

**Phone:** Home Office 337.456.6692 or Cell 337.319.3392

**Tract(s)#** 1, 2, 3, 5, 6, 7, 8, & 9

**Property Inspected & Aware of current condition (Yes / No):** Yes, Property was viewed on 02/08/2015

**Proposed Use:** Monte Rosinski Farms, LLC would like to propose the planting of sugarcane on the  
available tracts described above. We would also like the opportunity to plant wheat and/or  
soybeans on the fallow ground.

**Expected Yield in 2015? Explain why or why not:**

No yields in 2015. Due to the growth of sugarcane it takes one year from when it is  
planted until it can be harvested.

**If Yield is Not Expected in 2015, please explain when first crop is to be produced:**

Our proposal is to plant sugarcane on tracts 1, 3, 5, & 6 in 2015. The 2015 planting  
acreage was determined upon the observation of the farms current status. Our planting  
season takes place in late July thru September each year. Resulting in the first harvest  
in late 2016. All remaining acres would be planted with sugarcane in 2016.

Due to all acreage not being planted in 2015, we would like to propose the opportunity to  
plant soybeans or wheat on the fallow ground. This will allow a secondary use and  
income on any ideal tracts. Our operation consists mainly of sugarcane but in being  
efficient, working to keep grass pressure controlled and land productive we have evolved  
into planting these crops on our fallow ground.

**Price for Use:** Monte Rosinski Farms, LLC is offering a 1/6 share of the crops to be harvested. This  
consists of all commodities harvested on the mentioned tracts.

**Changes to Property:** Monte Rosinski Farms, LLC would like to propose the removal of trees and brush  
currently on the mentioned tracts. In the process of preparing land the current levees  
would be taken down, land plowed, laser leveled, and proper drainage ditches provided.  
It was viewed that at least 2 loading sites providing culverts and rock surfacing would be  
built to suit the operations of all tracts. Our operation owns the necessary machinery,  
such as tractors, dozer, excavator, and other key implements in preparing the land to be  
productive and efficient time period. Soil samples will be done for proper applications to soil.

## Response Form Instructions

**Name/Address:** Please print this information for the person or company that will be responsible for the payments and who will sign the lease if chosen by the committee.

**Phone:** Please enter a phone number(s) that will allow us to contact you during our working hours (7:30 a.m. - 4:30 p.m.). If it is a beeper number please state that fact.

**Tract(s) #:** Enter the tract(s) number that you are proposing to use. If the use differs for different tracts, please fill out a separate form for each use listing the appropriate tracts for that use.

**Property Inspected & Aware of current condition (Yes / No):** Please indicate by either putting Yes or No that the property has been inspected by the bidder.

**Proposed Use(s):** Please describe, in detail, the plan for use of the property.

**Expected Yield in 2015? Explain why or why not:** Please describe, in detail, if the property can yield a crop in 2015.

**If Yield is Not Expected in 2015, please explain when first crop is to be produced:** Please describe, in detail, when the first crop yield is to be expected if not expected in 2015.

**Price for Use:** Please disclose the price that you will pay for the ability to carry out the proposal on the property. This can be a per-acre price or a percentage of the crop or project.

**Changes to the Property:** Please disclose in detail any changes to the property that will take place to be able to implement the project. Changes may include the removal of trees, the addition or removal of any capital items such as fences, culverts or roads.

**Certification of Proposal:** Please acknowledge the receipt of any addenda you might have received from us. Sign and date in the space provided.

Envelope containing RFP should be marked on the outside **"RFP #21-15 For Use of Property in Ridge, Lafayette Parish, LA area opening February 23, 2015 at 2:00 pm."**

The bidder acknowledges receipt of addendum:

No. 1 DATED 02/20/2015      No. 2 DATED \_\_\_\_\_      No. 3 DATED \_\_\_\_\_  
No. 4 DATED \_\_\_\_\_      No. 5 DATED \_\_\_\_\_      No. 6 DATED \_\_\_\_\_

**\*\*A Debarment Certification Form must be signed and included with Proposal\*\***

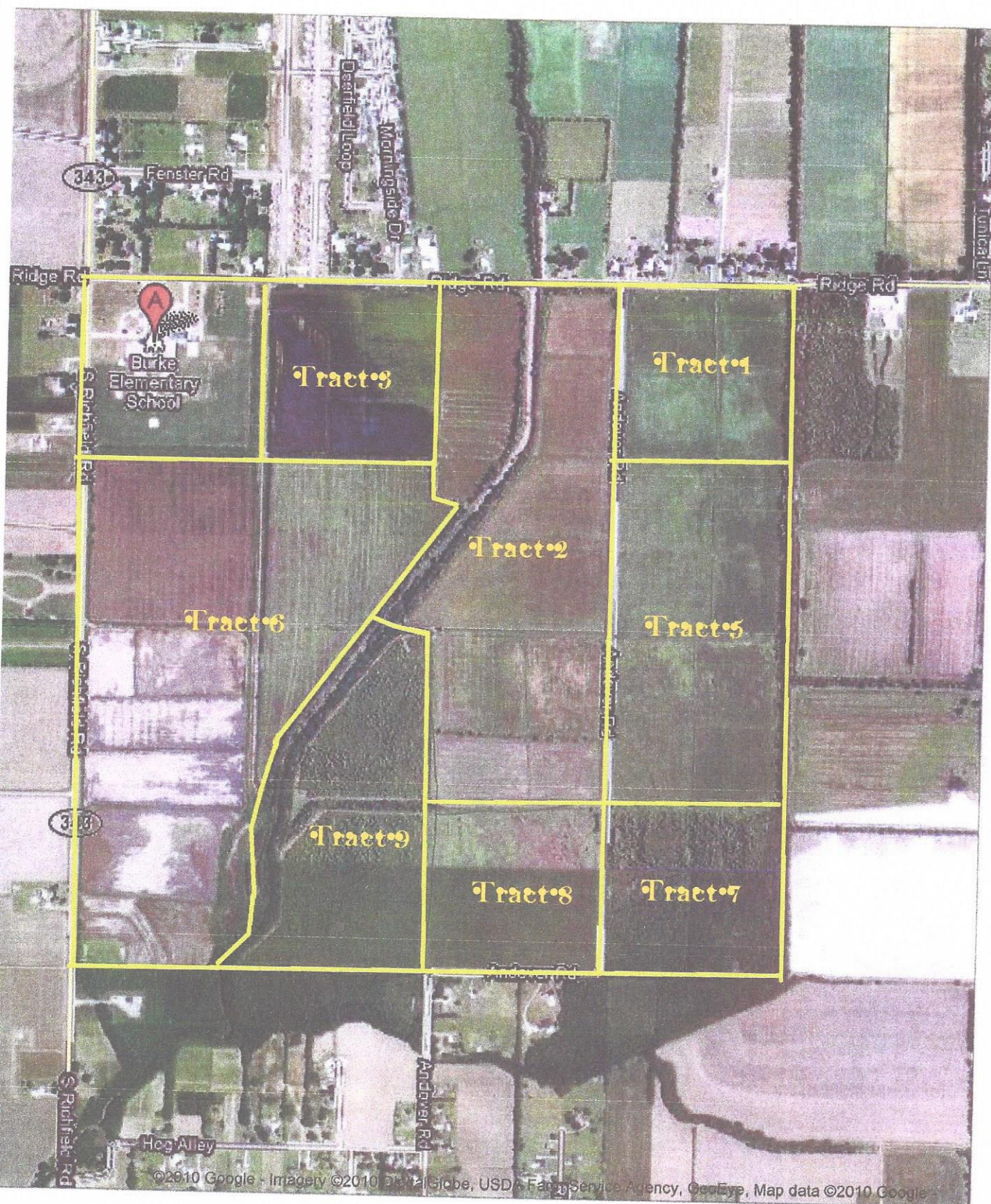
This proposal is hereby presented to the Lafayette Parish School Board, on or before the required "due date".

I have read and agree to comply with and be subject to the provisions and/or penalties involved in the "General Conditions and Instructions to Prospective Bidders" and the bid form as contained herein the bid documents.

Signature: 

Date: February 20, 2015







# GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS Rev.6/7/10

(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. Option 1 - Electronic Bids Submitted Online:

Electronic bids may be submitted online at [www.centralauctionhouse.com/rfp.php?cid=87](http://www.centralauctionhouse.com/rfp.php?cid=87).

#### Option 2 - Sealed 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 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.



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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 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:**

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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).

### 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. All items listed in this solicitation will be awarded on the basis of a firm fixed price.
5. **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.
6. **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.
7. **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,



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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 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. If awarded, the LPSS will award the contract to the lowest responsive and responsible bidder. The LPSS reserves the right to award the contract in the aggregate or to make a split award to more than one bidder, whichever is in the best interest of the public.
3. **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



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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 8:30 A.M. and 2:30 P.M.
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  
BILLY D. GUIDRY, EXECUTIVE DIRECTOR & CHIEF FINANCIAL OFFICER**

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.



9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

### CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name Monte Rosinski Farms, LLC

Date February 20, 2015

By Monte G. Rosinski, Owner and Operator  
Name and Title of Authorized Representative

  
Signature of Authorized Representative