LEGAL NOTICE
NOTICE TO BIDDERS

The Lafourche Parish Sheriff's Office, 200 Canal Boulevard, Thibodaux, Louisiana shall receive electronic bids, until 2:00 pm March 13, 2023 after which time they shall be publicly opened and read for the following:

MILK & DAIRY

Bids are for the period beginning Date of award through June 30, 2023 with two (2) twelve (12) month renewal options.

Bids are to be submitted ELECTRONICALLY online at www.publicpurchase.com. By submitting an electronic bid you MUST attach required forms listed on the Bid Checklist form.

BIDS WILL NOT BE ACCEPTED IN PAPER FORMAT.

Bids received after the announced deadline shall be returned to the bidder unopened.

The Lafourche Parish Sheriff's Office reserves the right to reject any and all bids.

Vicky Hebert
Purchasing Manager

Publications:
February 13, 2023
February 20, 2023

Bid # LPSO128-2023

MILK & DAIRY
CHEESE, BUTTER, YOGURT, ICE CREAM

Bid Designation: ELECTRONIC BID

Lafourche Parish Sheriff's Office

Bid LPSO128-2023

MILK & DAIRY

Bid Number	LPSO128-2023
Bid Title	MILK & DAIRY
Bid Start Date	February 13, 2023
Bid End Date	March 13, 2023
Bid Contact	Vicky Hebert Purchasing Manager Purchasing 985 -449-4436 vicky-hebert@lpso.net

Bid Comments

The Lafourche Parish Sheriff's Office is requesting sealed bids for the purchase of **MILK & DAIRY**. Pricing for this bid will be effective **from date of award through June 30, 2023 with optional renewals.**

ELECTRONIC RESPONSES will be received until ***March 13, 2023, AT 2:00 PM CST*** at which time they shall be opened at Lafourche Parish Sheriff's Office, 200 Canal Blvd, Thibodaux, LA 70301 (985) 449-4436.

NO RESPONSES WILL BE RECEIVED AFTER 2:00 pm CST.
The attached document contains a description of the products and specifications that are required to be met.

Milk & Dairy bids are to be submitted ELECTRONICALLY online at www.publicpurchase.com. By submitting an electronic response you MUST attach required forms listed on the RFQ Checklist form.

RESPONSES WILL NOT BE ACCEPTED IN PAPER FORMAT.

Bids submitted electronically must, when required, include a digital signature as required by Louisiana State Law.

Before submittal of your bid, verify all required forms on the RFQ Checklist are completed and included with submission. (Checklist can be found on the last page of the solicitation.)

Attachments:
Advertisement
Attachment A – Insurance Requirements
Attachment B – Price Adjustment Form
Attachment C - Pricing sheet

Publish Dates:
February 13, 2023
February 20, 2023

General Terms and Conditions

Electronic bids for Milk & Dairy products are to be received by the Lafourche Parish Sheriff's Office Purchasing Department, 200 Canal Blvd, Thibodaux, LA 70301, until the date and hour specified on the **"Bid Comment"** section of the bid packet, at which time they will be publicly opened. **Late bids will not be accepted.**

Read the entire bid. All bids submitted are subject to these general terms and conditions and any special conditions and specifications contained herein, all of which are made part of the bid. **Prices are to be typed on the Excel Spreadsheet and return as an Excel document. Handwritten prices scanned to the bid will NOT be accepted.**

By utilizing the **Bid Checklist**, provided within the bid packet, you will ensure that your bid is in compliance with the Lafourche Parish Sheriff's Office's requirements.

Submittal of Bids

In accordance with LRS 38:2212.1(4) (a), the Lafourche Parish Sheriff's Office offers bidders the ability to respond to this bid **electronically**. Bids will be accepted in **electronic** form online at www.publicpurchase.com. Vendors interested in submitting bids electronically must register through publicpurchase.com (fees may apply).

Bids submitted electronically must include a digital signature as required by Louisiana State Law.

This bid has been designated as an Electronic Bid only. BIDS WILL NOT BE ACCEPTED IN PAPER FORMAT. Prices are to be typed on the Excel spreadsheet and returned as an Excel Spreadsheet. Handwritten prices scanned to the bid will NOT be accepted.

Proper Form and Authorization

Bids are to be electronically signed by a member of the firm or authorized representative. In the event that a correction needs to be made, the correction should be initialed by the vendor and made in such a manner that the information contained on the bid form can be fairly and reasonably discerned and ascertained. The Lafourche Parish Sheriff's Office shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied by the bidder as a result of the manner and method by which the bidder has completed the bid form.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Calendar of Events:

Deadline to receive written inquiries:	February 17, 2023
Deadline to answer written inquiries:	February 24, 2023
Bid Opening Date and Time:	March 13, 2023 2:00 PM CST

NOTE: Lafourche Parish Sheriff's Office reserves the right to revise the calendar. Revisions before the bid opening date and time, if any, will be formalized by the issuance of an addendum to this bid.

Bidder Inquiries:

The Sheriff's Office shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The Sheriff's Office reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquires in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception,* all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in the Calendar of Events section of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Lafourche Parish Sheriff's Office
Attention: Vicky Hebert
P. O. Box 5608
Thibodaux, LA 70302

E-Mail: vicky-hebert@lso.net Phone: (985) 449-4436 / Fax: (985) 447-1854

Only the person identified above or their designee has the authority to officially respond to bidder's questions on behalf of the Sheriff's Office. Any communications from any other individuals are not binding to the Sheriff's Office.

An addendum will be issued and posted www.publicpurchase.com, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any Sheriff's office employee or consultant. It is the Bidder's responsibility to check the Public Purchase website frequently for any possible addenda that may be issued. The Lafourche Parish Sheriff's Office is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

Use of Brand Names and Stock Numbers

The product specifications set forth by this bid invitation are described and made pursuant to LRS 38:2212.1 (C) (1) and (2). Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, it is only to denote the quality standard of product desired, and does not restrict bidders to the specific brand, make, manufacturer or specification name. The named brand, make, manufacturer or definite specification is utilized only to set forth and convey to prospective bidder's the general style, type, character, and quality of product desired; and that equivalent products will be acceptable. If a bidder proposes to supply an equivalent product, then the bidder must provide, with bid submittal, the name of the brand, make, manufacturer, complete product specifications, and sufficient literature, brochures, etc. needed to prove equality.

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LAFOURCHE PARISH SHERIFF'S OFFICE RESERVES THE RIGHT TO PURCHASE ANY ITEM FROM STATE CONTRACT.

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Louisiana Preferences

As directed under Louisiana Revised Statute Title 38:2251, a preference is hereby given to materials, supplies and provisions, produced, manufactured, or grown in LOUISIANA, quality being equal to articles offered by competitors outside the State. In order to receive consideration for Louisiana preference, the Louisiana Preference Claim Form included in bid packet must be completed, signed, and submitted with bid proposal, if applicable. If submitting bid electronically the web form must be completed.

Taxes

In accordance with LA R.S. 47:301(8) (c), the Lafourche Parish Sheriff's Office is exempt from State and local sales tax.

Payment Terms

LPSO payment terms are **Net 30 after receipt of order**.

Insurance Requirements

See Attachment A for insurance requirements. You may submit your certificate of insurance with your bid, or upon notification that you will win an award you will have five (5) business days to get the certificate to the Purchasing Department.

Errors or Omissions

LA R.S. 38:2214 (C) allows for the withdrawal of bids that contain patently obvious, unintentional, or substantial mechanical, clerical or mathematical errors or omissions. The bidder may withdraw the bid if convincing sworn, written evidence of such errors is furnished to the Lafourche Parish Sheriff's Office within forty-eight (48) hours of the bid opening, excluding weekends and legal holidays. Any bidder who attempts to withdraw a bid under this provision will not be allowed to resubmit a bid under same bid proposal.

Prices

Bid prices must be complete and shall include delivery of all items F.O.B. destination or as otherwise provided. Unit price shall be inclusive of any freight charges.

Bids containing "Payment in advance" or "C.O.D" requirements may be rejected. It shall be agreed and understood that the price quoted must be a firm price for the contractual period, and shall not be subject to change at time of shipment or delivery. **Prices shall be quoted in the unit (each, box, case, etc.) as specified in the bid.**

Delivery

Delivery shall be on an as needed basis, and shall be delivered within five working days from the date of order. Lafourche Parish Sheriff's Office will make emergency purchases that shall be delivered on site within an 8 hour period. Vendor is responsible for making timely deliveries in accordance with bid proposal delivery terms.

Failure to deliver as promised including shorted deliveries will be considered a default by the vendor and may cause cancellation of the contract. Lafourche Parish Sheriff's Office reserves the right to purchase any or all products covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

Vendor shall promptly notify Lafourche Parish Sheriff's Office Purchasing Department of any unforeseen delays beyond its control.

PRICE STRUCTURE

A. If, during the contract term, the vendor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the contract, it **shall** immediately notify the LPSO Procurement Department in writing. The notification shall specify the contractual requirements which cannot be met and the offending price. Such notification **shall not** relieve the vendor of its responsibilities under the contract. LPSO may, but is not required to, consider an equitable adjustment in the contract terms and/or pricing.

B. If LPSO, in its sole discretion, determines during the contract term that (i) the contract price structure is unworkable, detrimental, or injurious to the utility, or (ii) the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the contract terms and/or pricing is mutually agreeable, LPSO may terminate the contract upon not less than five days' written notice to the vendor. The effective date of termination **shall** be as specified in the written notification.

PRICE REVIEW

A. Periodically throughout the term of the contract, LPSO has the right to conduct market research, review pricing indexes, and use other resources to review and verify contract pricing, vendor requested increases, and vendor provided information.

B. If a price increase is requested by the vendor, LPSO will consider the request, provided the vendor can supply ample justification and market-based evidence to support the requested price increase. LPSO **shall** have the right to require additional documentation and evidence from the vendor pertaining to the requested increase, and the vendor **must** comply with any LPSO request.

C. Increases solely to increase profit or margins **shall not** be considered.

D. LPSO, at its sole discretion, has the right to approve or deny the request based on LPSO's verification and has the right to negotiate with vendor on the requested increase. Vendor may include in their documentation evidence of price impacts on any component of contract delivery including but not limited to materials, transportation, labor, unforeseen statutory or regulatory mandates, or other impacts. Inclusion by the vendor DOES NOT guarantee an approved price adjustment. Approval in part or in total will be at LPSO's sole discretion.

E. In the event a price change is authorized by LPSO, said prices **must** remain firm for a period of not less than three (3) months.

F. In the event of a price decrease, LPSO **shall** be guaranteed full benefit of the price reduction for all orders on the effective date of the decrease and thereafter.

OTHER CONTRACT REQUIREMENTS

A. In addition to pricing, extreme market conditions may adversely impact other aspects of contract performance. LPSO will consider vendor documentation relating to delivery times and schedules, labor shortages, substitute products that meet the "equal to or better standard," and other non-price related terms and conditions.

B. ANY REQUEST for non-price contractual accommodations will be subject to the same rigor as outlined in the *Price Review* section. The vendor **shall** have an affirmative and proactive responsibility to address this issue in advance of the performance issue or immediately upon discovery. Any vendor who does not raise and document these issues consistent with the requirements above AND receive written LRWRA approval for any changes to contract performance expectations, **shall** be held accountable to the original terms of the contract. Approval of these contract terms **shall** be at the sole discretion of LRWRA.

FORCE MAJEURE

A. A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party.

B. Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the signing of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

C. A party invoking this clause **shall** be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence including, but not limited to, one or more of the following impediments or other similar causes beyond the control of the vendor or LPSO in the performance of the contract where non-performance, by exercise of reasonable diligence, cannot be prevented:

- acts of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
- acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization;
- civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- acts of public enemies, acts of terrorism, sabotage or piracy;
- **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions;**
- act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;
- explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;

- general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises;

- shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party.

D. The affected party **shall** provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party **shall** use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the contract **shall** jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the contract.

E. The vendor agrees that in the event of a delay or failure of performance by the vendor under the contract due to a force majeure occurrence:

1. LPSO may purchase products from other sources (without recourse to and by the vendor for the costs and expenses thereof) to replace all or part of the products which are the subject of the delay, which purchases may be deducted from the contract quantities without penalty or liability to LPSO, or

2. The vendor will provide LPSO and other governmental entities using this contract ("Authorized Users") with access to products first in order to fulfill orders placed before the force majeure event occurred.

F. Neither the vendor nor LPSO **shall** be liable to the other for any delay in or failure of performance under the contract due to a force majeure occurrence. Any such delay in or failure of performance **shall not** constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure **shall** extend the period for performance to such extent as determined by the vendor and LPSO to be necessary to enable complete performance by the contracted vendor if reasonable diligence is exercised after the cause of delay or failure has been removed.

G. Notwithstanding the above, at the discretion of LPSO where the delay or failure will significantly impair the value of the contract to LPSO or to Authorized Users, LPSO may terminate the contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

H. In addition, LPSO reserves the right, in its sole discretion, to make an equitable adjustment in the contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of vendor; (ii) the volatility affects the marketplace or industry, not just the particular contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects vendor's performance that continued performance of the contract would result in a substantial loss to the vendor. In the event of a dispute between the vendor and LPSO, such dispute **shall** be resolved in Thibodaux, LA; provided, however, that nothing in this clause **shall** excuse the vendor from performing in accordance with the contract as changed. Equitable adjustment may include adjustments financially or in any terms of contract performance at LPSO's sole discretion.

I. Vendor **shall not** be entitled to an adjustment in contract price or other non-price related items caused by or within the control of vendor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of vendor.

Delivery

Delivery shall be on an as needed basis, and shall be delivered within five working days from the date of order. **Do not ship items until called for**. Lafourche Parish Sheriff's Office will make emergency purchases that shall be delivered on site within an 8 hour period. Vendor is responsible for making timely deliveries in accordance with bid proposal delivery terms.

Failure to deliver as promised including shorted deliveries will be considered a default by the vendor and may cause cancellation of the contract. Lafourche Parish Sheriff's Office reserves the right to purchase any or all products covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

Vendor shall promptly notify Lafourche Parish Sheriff's Office Purchasing Department of any unforeseen delays beyond its control. Deliveries must be available to Lafourche Parish Correctional Complex located at 2594 Veterans Blvd., Thibodaux, LA 70301.

Non-Discrimination

By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, The Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

Any person requiring special accommodations must notify the Lafourche Parish Sheriff's Office Purchasing Department, in writing, not later than seven (7) days prior to the bid opening date of their special accommodations.

Award of Contract

The Lafourche Parish Sheriff's Office reserves the right to award items separately, grouped or on an all-or-none basis. Every contract shall be awarded to "Lowest Responsible and Responsive Bidder", taking into consideration the conformity with the bid proposal specifications and requirements that were advertised.

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LAFOURCHE PARISH SHERIFF'S OFFICE RESERVES THE RIGHT TO PURCHASE ANY ITEM FROM STATE CONTRACT.

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Upon acceptance of your bid, the Lafourche Parish Sheriff's Office will issue a Contract to the successful bidder. No materials or supplies should be shipped or considered purchased under this bid until receipt of Purchase Order.

Right to Reject

The Lafourche Parish Sheriff's Office reserves the right to reject any and all bids in whole or in part and to waive any and all formalities in the best interest of the Lafourche Parish Sheriff's Office. Lafourche Parish Sheriff's Office has the right to prohibit awards of procurement with individuals convicted of certain felony crimes.

LA R.S. 38:2212.3 authorizes the Lafourche Parish Sheriff's Office to reject the lowest bid if received from a bidder domiciled in a Communist country, or if the materials or supplies are manufactured in a Communist country, including but not limited to the Soviet Union, China, North Korea and Vietnam, and to award the contract to the next lowest bidder, provided this Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States.

Cancellation of Contract

Lafourche Parish Sheriff's office has the right to terminate the contract immediately for any of the following reasons: (A) Misrepresentation by the contractor, (B) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the Lafourche Parish Sheriff's Office; (C) Conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (D) Abusive or belligerent conduct by contractor towards an employee or agent of the Sheriff's Office; (E) Contractor's intentional violation of the public bid law and its corresponding regulations, or (F) any reason for debarment.

Lafourche Parish Sheriff's Office or the contractor may terminate the contract for convenience at any time by giving (1) thirty (30) days written notice to the other; or (2) by negotiating with the contractor an effective date. The Sheriff's office will pay contractor for, if applicable, transaction-based services up to the date of termination to the extent the work has been performed satisfactorily.

Lafourche Parish Sheriff's Office has the right to terminate the contract for cause by giving thirty (30) days written notice to the contractor of such termination for any of the following non-exclusive reasons: (A) Failure of the service to meet specifications or (B) any other breach of contract.

Governing Law, Venue

All Bid disputes will be governed in accordance with the laws of the State of Louisiana. All issues shall be resolved in the 17th Judicial District Court, Lafourche Parish, Louisiana.

Indemnity

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the Sheriff's Office, its officers, its agents or its employees from and against all claims and actions for bodily injury, death, or property damages caused by the fault of the contractor, its officers, its agents, or its employees.

Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the Sheriff's Office, its officers, its agents or its employees.

Anti-Lobbying and Debarment Act

The contractor will be expected to comply with federal statutes in the anti-lobbying act and the debarment act.

Certification of no federal suspension or debarment.
By signing and submitting any bid for $25,000 or more, the bidder certifies that their company, any Subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in "audit requirements in Subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.

In accordance with Louisiana Law, all corporations (see LA R.S. 12:262.1) and Limited Liability Companies (see LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a Purchase order and/or contract over $25,000.

All bid amounts shall be submitted in United States Dollars.

Estimated Quantity: The listed quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by Lafourche Parish Sheriff's Office to increase or decrease the amount at the unit price and terms stated in the bid.

Freight Charges: Unit price shall be inclusive of any freight charges. Bid shall be F.O.B. Destination agency – title passing upon receipt of goods. Failure to comply with this requirement may disqualify your bid.

Payment
Payment will be made on the basis of unit price as listed in the bid; such price and payment will constitute full compensation for furnishing and delivering the service. Payment terms are Net 30 days after receipt of order. **Payment will not be made in advance.** Invoices should be sent to Accounts-payable-dept@lpso.net.

Contractual Period
The Lafourche Parish Sheriff's Office intends to award this contract for an initial period beginning on date of award and ending June 30, 2023.

Renewals:
At the option of Lafourche Parish Sheriff's Office and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract time may not exceed thirty-six (36) months.

Instructions to Vendors

Note: This form is to be signed and returned with quote.
Vendors are required to use the current product spreadsheet included within the packet.

Important:

- All fields on quote spreadsheet are to be completed. Vendor is not required to quote on every item. Please respond "no quote" on the items you do not wish to quote.

- Brand and model number of product must be provided. If brand and model number is not provided, it shall be understood that the price submitted adheres to specifications of requested item.

- Prices must include all shipping/fuel charges.

- Products will be ordered on an "as-needed" basis and quantities may vary.

- Minimum order requirements will NOT be accepted.

- Awarded product not delivered on time and up to Lafourche Parish Sheriff's Office standards will be forfeited and award given to the next lowest proposer.

- Only one quote per line item shall be accepted. Multiple quotes per line item shall result in rejection of that item.

- Quotes must be signed by an individual with signature authority and is authorized to bind the vendor.

- Proposer confirms that its quote will be considered valid until award is made.

Vendors electing to claim Louisiana preference, as defined by La RS 38:2251, et. seq., must complete the attached **Louisiana Preference Claim Form** and present it as part of the quote.

By signing and submitting bid, vendor certifies that this is the lowest bid prices for quality products or at prices no greater than the wholesale rate of the same item. Vendor cannot raise prices after bid has been awarded. If vendor does so, it will result in loss of entire bid awarded.

By signing below, I am verifying that I have read and understand the above instructions.

_____ _____
Signature Date

Signature Form

In compliance with the Request for Quotes and subject to conditions thereof, the undersigned offers and agrees that the bid be accepted and to furnish any and all items at the prices set opposite each item. ***Bidder agrees that offer is valid for sixty (60) days.***

Please **PRINT** the below information –

Legal Company Name: _____

Individual with Signature Authority: _____

Written Authority to Sign Bid:

Signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the Secretary of State.

Signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

The legal entity has filed in the appropriate records of the Secretary of State of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Signature: _____ Date: _____
(Individual with Signature Authority)

Printed Name of Individual: _____

Title: _____

Mailing Address: _____

_____

Email Address: _____

Phone Number: _____

Louisiana Preference Claim Form

Louisiana Revised Statue 38:2251, et seq., details the conditions and requirements by which the preference claims may be made for certain materials, supplies and provisions, produced, manufactured, grown or assembled in Louisiana.

Specify percent of preference claimed **(7% OR 10%)**, name of the Louisiana product offered, name of the producer or supplier to you, and the location within Louisiana where the product(s) is/are grown, produced, harvest, processed and/or manufactured as appropriate to the item.

% of Preference Claimed	Name of Louisiana Product	Name of Producer /Supplier	Louisiana Location

I certify that the above information is true and accurate and that the above products meet the criteria of Louisiana products.

Signature:_____

To qualify for a preference, the proposer must supply all the above information & sign form.

Lafourche Parish Sheriff's Office
Purchasing Division

NEW VENDOR FORMS

VENDOR INFORMATION

Please complete all of the following items that pertain to your company or business. If separate contacts do not exist, please only use "General Contact".

1. General Contact

Company Name: _____ **Doing Business As:** _____

FEIN: _____

Phone: ( ) _____ **Toll Free Phone:** ( ) _____

FAX: ( ) _____ **E-Mail Address:** _____

Address: _____

City: _____ **State:** _____ **Zip + 4:** _____

2. Accounts Receivable Contact

Name: _____ **Title:** _____

Phone: ( ) _____ **Toll Free Phone:** ( ) _____

FAX: ( ) _____ **E-Mail Address:** _____

Address: _____

City: _____ **State:** _____ **Zip + 4:** _____

3. Sales Representative Contact

Name: _____ **Title:** _____

Phone: ( ) _____ **Toll Free Phone:** ( ) _____

FAX: ( ) _____ **E-Mail Address:** _____

Address: _____

City: _____ **State:** _____ **Zip + 4:** _____

VENDOR INFORMATION

Please complete all of the following items that pertain to your company or business.

Terms of Payment: _____

LA Tax ID # (if applicable): _____ **Federal Tax ID #:** _____

Product or services provided by your company:

_____

_____

_____

Does your company offer Louisiana state contracts: ☐ Yes or ☐ No

Company web site (if applicable): _____

DUNS # (if applicable): _____ **Independent Contractor:** ☐ Yes or ☐ No

Please return the completed Vendor Information Form, Electronic Funds Transfer Authorization Form, a void check if you chose EFT payments, and a W-9 Form to Vicky Hebert via E-Mail at vicky-hebert@lpso.net.

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

The information concerning your organizations financial institution will be used to make electronic fund transfer (EFT) payments on all claims that are due and approved for payment for the legal business name listed below.

Provider Legal Business Name:		Federal Tax ID#
Address:		
City:	State:	Zip:
Name and Title of Contact Person for Billing and Payments:		
Contact Person's Telephone:	Contact Person's E-Mail Address:	
FINANCIAL INSTITUTION INFORMATION		
ABA (Transit Routing) Number:	Checking Account Number:	
Name of Financial Institution:	Telephone:	
Address:		
City:	State:	Zip:
*Account Type: ☐ Checking or ☐ Savings		
Name on Account:		
AN ORIGINAL VOIDED CHECK MUST BE RETURNED WITH THIS FORM.		

AUTHORIZING SIGNATURE: by signing this document, you are authorizing EFT as a payment method for doing business with the Lafourche Parish Sheriff's Office.

PRINT NAME: _____ SIGNATURE: _____

TITLE: _____ PHONE NUMBER: ( ) _____

DATE SIGNED: _____ FAX NUMBER: ( ) _____

Please return this completed form to:

Vicky Hebert
Lafourche Parish Sheriff's Office
200 Canal Boulevard
Thibodaux, LA 70301

BID CHECKLIST

Check off each line. Items in **bold** are required to be returned as part of your Bid submission.

*** AT A MINIMUM, THE BELOW FOUR (4) ITEMS MUST BE RETURNED WITH THE BID OR YOUR BID WILL BE DISQUALIFIED.***

*☐ **Completed Pricing Sheet in Excel format**

*☐ **Signed Instructions to Vendors form.**

*☐ **Signed Bid "Signature Form" and proof of signature authority.**

* ☐ **The Price Adjustment Form is completed and attached**

☐ Vendor has completed and attached "New Vendor Registration" form and W9, if applicable.

☐ Vendor may include a copy of "Certificate of Insurance" naming Lafourche Parish Sheriff's Office as an additional insured and the certificate holder.

☐ Vendor has read the "General Terms and Conditions".

☐ The Louisiana Preference Form is completed and **attached, if applicable.**

☐ Vendor has read the "General Terms and Conditions".

Attachment A
Insurance Requirements

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**
Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**
Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Umbrella or Excess Coverage
Umbrella or Excess Coverage may be purchased to reach the required limits.

Deductibles
No insurance required shall include a deductible greater than $10,000.00. The cost of the deductible is borne by the contractor.

B. OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage
To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

C. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

D. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

Lafourche Parish Sheriff's Office
200 Canal Blvd.
P. O. Box 5608
Thibodaux, LA 70302

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

Lafourche Parish Sheriff's Office
Milk & Dairy

Bid LPSO128-2023

Attachment B

PRICE ADJUSTMENT CLAUSE

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the Sheriff's Office is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The Sheriff Office's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first three (3) months of the contract term**. A price escalation or reduction may be requested by the VENDOR or the Sheriff's Office, to the price of all items. The Sheriff's Office may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or fax) and are subject to Sheriff's Office approval and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the Sheriff's Office, result in the termination of the Agreement for cause.

Official VERIFIABLE documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The Sheriff's Office reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The Sheriff's Office also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party.

As an authorized representative of the company listed below I fully understand, accept and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME _____

ADDRESS _____

_____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

Milk Dairy
Bid # LPSO128-2023
Attachment C - Price Sheet

PLEASE BID CASE PRICE EXCEPT WHERE SPECIFIED EACH

Line #	Item Description	Estimated Quantity	Unit of Measure	Unit Price
1	**MILK** **1% White Milk, Required Size Half Pint,** **Borden or equal** Specify Qty per case: _____ Specify Lb. per case _____ Specify Brand & Item # _____	24,500	each	_____
2	**2% White Milk, Required Size Half Pint** **Borden, or equal** Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	5,600	each	_____
3	**2% White Milk, Required Size 4.5 Gallon** **Borden or equal** Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	317	each	_____
4	**2% White Milk, Required Size 8 oz. Plastic Bottle** **Borden or equal** Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	13,300	each	_____
5	**Lactaid 2% Milk Required Size Half Gallon** **Lactaid, or equal** Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	408	each	_____
6	**Heavy Whipping Cream, 12/32 oz/case** **Brands Accepted:** Wholesome, Sommer, Nature's Best, or equal Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	10	case	_____
7	**Sour Cream, 100/1 oz/case, Required Serving Size 1 oz** **Brands Accepted:** Land-O-Lake, Daisy, Nature's Best, or equal Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	150	case	_____
8	**CHEESE** **Cream Cheese, 10/3 lb/case** **Brands Accepted:** Sommer, Sysco Brand, Nautur's Best, Fair Meadow, or equal. Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	2	case	_____

Line #	Item Description	Estimated Quantity	Unit of Measure	Unit Price
9	**Cheese, Processed American, Sliced, 4/5-lb/case** **Brands Accepted:** Block & Barrel, S Gold, Westcreek, Cobblestreet Market, or equal Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	25	case	_____
10	**Cheese, Cheddar, Mild, Shredded, 4/5-lb/case** **Brands Accepted:** Schriber, Sommer, Corazo, Farm Meadow, or equal Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	30	case	_____
11	**Cheese, Mozzarella, Shredded, 6/5-lb/case** **Brands Accepted:** Sorrento, Sommer, Roma, Master Gallery, or equal. Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	20	case	_____
12	**Cheese, String, 160/1-oz/case** **Brands Accepted:** Sargento, Nature's Best, Fairmeadow, or equal. Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	10	case	_____
13	**Cheese, Cheddar, 40-lb. block** **Specify Quantity per Case:** _____ **Specify Pounds per Case:** _____ **Specify Brand & Item #:** _____	5	each	_____
14	**YOGURT** **Fat Free Yogurt, Blueberry, Required Serving Size - 4 oz./48 case** **Brands Accepted,** Upstate or equal. Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	30	case	_____
15	**Fat Free Yogurt, Strawberry, Required Serving Size - 4 oz./48 case** **Brands Accepted,** Upstate , Yoplait or equal. **Specify Quantity per Case:** _____ **Specify Pounds per Case:** _____ **Specify Brand & Item #:** _____	30	case	_____
16	**Vanilla Yogurt Bulk tub** **Specify Quantity per Case:** _____ **Specify Pounds per Case:** _____ **Specify Brand & Item #:** _____	10	case	_____

Line #	Item Description	Estimated Quantity	Unit of Measure	Unit Price
17	**MARGARINE/BUTTER** **Unsalted Margarine, 30/1 lb/case** **Brands Accepted**: Sunglow, West Creek, or equal Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	100	case	_____
18	**Margarine Whip Spread, 900/5 gm, Required Serving Size 5gm** **Brands Accepted:** Ventura, Charm Spread, Fair Meadow, West Creek, Sunnyland, or equal. Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	300	case	_____
19	**ICE CREAM** **Ice Cream Cup, Chocolate, 48/4 oz/case, Required Serving Size - 4 oz** **Brands Accepted:** Blue Bunny, Schoep's, Nature's, or equal Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	20	case	_____
20	**Ice Cream Cup, Vanilla, 48/4 oz/case, Required Serving Size - 4 oz** **Brands Accepted:** Blue Bunny, Schoep's, or equal Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	20	case	_____
21	**Ice Cream, Vanilla Bars, 24/5.5 oz/case, Required Service Size 5.5 oz** **Brands Accepted**: Blue Bunny, Klondike, or equal Specify Quantity per Case: _____ Specify Pounds per Case: _____ Specify Brand & Item #: _____	20	case	_____