



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**Bid 24-TEES-43 Purchase of New/Unused T-Shirts and Caps to Team Sports**

Terrebonne Parish Consolidated Government

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

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**DEPARTMENT OF FINANCE**  
Terrebonne Parish Consolidated Government

P.O. Box **2768**  
Houma, Louisiana **70361-2768**

tpcg.org  
PHONE **985-868-5050**

**INVITATION TO BIDDERS**

Electronic bids will be received on **December 13, 2024** Terrebonne Parish Consolidated Government (TPCG) Purchasing Division submitted through Central Auction House (CAH). Bid submittals will be accepted until 2:00 P.M. CST at which time bids will be retrieved from the CAH site and read aloud in the TPCG Purchasing Division Conference Room at 301 Plant Road Houma, LA 70363.

Bid documents are posted on <http://www.centrauctionhouse.com/rfp.php?cid=65>. To view, download, receive bid notices by e-mail, and submit a bid, you must register with CAH. For information about the electronic submittal process and registration fees, contact Bobby Callender with CAH at 1-225-810-4814.

**BID 24-TEES-43 Purchase of New/Unused T-Shirts and Caps for Team Sports**

Specifications and bid documents are on file at the TPCG Purchasing Division, at 301 Plant Road Houma, LA 70363 and posted on the Terrebonne Parish web site at [http://www.tpcg.org/index.php?f=purchasing&p=bid\\_opportunities](http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities). Documents may be obtained for review by prospective bidders in the aforementioned manner; however, vendors/contractors must submit their bids electronically through CAH.

Please contact Gina Bergeron, Procurement Specialist III at 985-580-7272 or at [gbergeron@tpcg.org](mailto:gbergeron@tpcg.org) regarding the specifications or for any clarifications about the bid documents.

The Terrebonne Parish Consolidated Government (TPCG) reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

/s/ Jason W. Bergeron  
Jason W. Bergeron, Parish President  
Terrebonne Parish Consolidated Government

Publish: November 27<sup>th</sup> & December 4<sup>th</sup>, 2024  
To Courier: November 21, 2024

## REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR

### BID 24-TEES-43 Purchase of New/Unused T-Shirts and Caps for Team Sports

#### PLEASE READ CAREFULLY

**GENERAL:** The Terrebonne Parish Consolidated Government (TPCG) is soliciting bids to establish firm prices for T-Shirts and Caps for the contract period shown herein. Delivery shall be made as per specifications throughout the contract period as required by the TPCG Athletics and Leisure Division and delivered to the TPCG Warehouse at 301 Plant Road, Houma, Louisiana 70363.

**COPIES OF BIDDING DOCUMENTS:** Complete sets of Bidding Documents shall be used in preparing Bids; Owner shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Owner, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the products listed and do not confer a license or grant for any other use.

**INTERPRETATIONS AND ADDENDA:** All questions about the meaning or intent of the Bidding Documents are to be directed to Gina Bergeron, Procurement Specialist III as set forth herein. Interpretations, clarifications, or modifications considered necessary by Gina Bergeron, Procurement Specialist III in response to such questions will be issued by Addenda and posted to the CAH (<http://www.centrauctionhouse.com/rfp.php?cid=65>) site.

Bidders shall promptly notify Gina Bergeron, Procurement Specialist III at 985-746-6705 ext. 2522 or via email at [gbergeron@tpcg.org](mailto:gbergeron@tpcg.org) of any ambiguity, inconsistency, or error that may be discovered upon examination of the Bidding Documents. Bidders requiring clarification or interpretation of any of the Bidding Documents shall make a written request to Gina Bergeron, Procurement Specialist III at the aforementioned email address.

All requests pertaining to questions about the meaning or intent of the Bidding Documents received less than seven days prior to the date for opening of Bids may not be answered unless, in the opinion of Gina Bergeron, Procurement Specialist III, the ambiguity in the Bidding Documents is so significant that it may necessitate postponement of the Bid date and issuance of an addendum to respond to the Bidder's request.

Any interpretation, clarification, correction, or modification to the Bidding Documents shall be only by a written addendum and posted to the CAH site. Interpretations, clarifications, corrections, or modifications made by any other manner shall not be binding and shall not be relied upon by Bidders. Addenda shall be transmitted in accordance with Louisiana Bid Law.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER. **Prior to submittal of bids, each Bidder shall ascertain that he has received all addenda issued. Failure by a Bidder to acknowledge each individual addendum shall render that Bidder's Bid non-responsive.**

**SUBSTITUTE MATERIAL AND EQUIPMENT OR "OR EQUAL" ITEMS:** Any product or service bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation.

Whenever materials or equipment are specified or described in the Bidding Documents by using the name of a certain brand, make, supplier, manufacturer, or definite specification; the naming or specification of the item is only intended to denote the quality standard of the item desired and to convey and establish the general style, type, character and quality of material, equipment or product desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and that equivalent products may be acceptable.

Bidder must specify the brand and model number of the product offered in his / her bid. Bids not specifying brand and model numbers shall be considered as offering the exact products specified in the solicitation.

**PREPARATION AND SUBMISSION OF BIDS:** Bids shall be electronically submitted to the CAH site by the time indicated in the Invitation to Bidders.

Bid pricing and product model/stock/part numbers shall be inserted in the proper fields provided on the CAH site. All accompanying documents must be uploaded to the site by the bid opening time and date herein.

All blank spaces on the bid form Section "A" shall be properly filled in ink or typed, excluding signature line, which must be manually filled in.

**The following items are to be uploaded as an attachment with each bid to the Central Auction House site:**

- Fully Completed Official Bid Form Section "A"
- **Signature Authorization (Required by ALL Bidders) Written evidence of the person signing the bid shall be provided at the time of bidding, in accordance with LA R.S. 38:2212(B)(5) as follows:**

(a) The 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.

(b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

(c) 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.

**Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.**

A bidder may alter or correct an entry on the bid form Section "A" by crossing out the entry, and initialing on the line of change. Any ambiguity arising from entries altered or corrected on the Bid Form will cause the rejection of said Bid as non-responsive.

**TECHNICAL INFORMATION:** Literature, \*samples (required) and/or specifications providing complete technical information as required to certify that the product offered in the proposal is fully compliant with specifications herein **must be delivered within 48 hours of the bid opening**. Such documentation shall include samples, diagrams, books, brochures, photographs, or other means to verify compliance. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer.

**Failure to submit samples and/or other specifications within 48 hours of the bid opening shall result in the bid being declared non-responsive and just cause for rejection.**

**MODIFICATION AND WITHDRAWAL OF BIDS:** Modifications to bids, through bidder's CAH account, can be made until the date and time of the bid opening. The Bidder must contact CAH for instructions for the withdrawal of a bid in its entirety prior to the time of the scheduled bid opening. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained except as provided for herein.

In accordance with Louisiana law, more particularly, R.S. 38:2214, as may be amended, bids containing patently obvious, unintentional, and substantial mechanical and clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the bidder if clear and convincing sworn, written evidence of such errors is furnished to the OWNER within 48 hours of the bid opening excluding Saturdays, Sundays and legal holidays.

Such errors must be clearly shown by objective evidence drawn from inspection work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If the OWNER determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material or services as opposed to a judgment error, and that the bid was submitted in good faith, it shall accept the withdrawal and return the bid security (when applicable) to the bidder. A bidder who attempts to withdraw a bid under these provisions of this section shall not be

allowed to re-submit a bid on the contract. Any modifications or amendments to the above stated applicable State law shall supersede this procedure.

**OPENING OF BIDS:** All Bids received prior to the announced closing time for the receipt of Bids stipulated in the Invitation to Bidder will be opened publicly. Bids will be read aloud, and a tabulation of the amounts of the Base Bids and alternates (if any) will be made available to Bidders after the opening of Bids.

Any uncertainty as to whether a Bid was submitted in time will be resolved against the Bidder.

**BIDS TO REMAIN OPEN:** The OWNER shall act not later than forty-five (45) calendar days after the date of opening Bids to award such contract to the lowest responsible and responsive bidder or to reject all bids.

The OWNER and the lowest responsible and responsive bidder, by mutually written consent, may agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

**AWARD OF BID:** To the extent permitted by applicable local, state, and federal laws and regulations, OWNER reserves the right to reject any and all Bids for just cause. The Terrebonne Parish Consolidated Government reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

In order to be responsive, the apparent low bidder must submit the additional information and documentation required by the OWNER within the time delays established by law.

**PRICES:** Bids other than F.O.B. Destination may be rejected. All charges for transportation, unloading, and inside delivery is the responsibility of the vendor. Under no circumstances will the TPCG be liable for additional delivery charges. If accepted, prices must be firm for the contractual period. Any freight/shipping charges should be included in unit pricing.

**DELIVERY:** All deliveries shall be made to the Terrebonne Parish Athletics and Leisure Division C/O TPCG Warehouse at 301 Plant Road Houma Louisiana 70363. It is imperative that the T-Shirts and Caps are delivered within the time(s) specified below. If delivery cannot be made in the time specified, the bidder must notify the Terrebonne Parish Consolidated Government Purchasing Division in writing of delay.

- The order will be faxed or emailed to the awarded vendor from a representative of the TPCG Athletics and Leisure Division. When this order is submitted, it must be received within **thirty (30) calendar days**. This will be the T-shirt and/or cap order for the entire season of the associated sport.
- Occasionally, additional shirts have to be ordered. This order must be received within **five (5) calendar days**. Historically, additional orders are in the range of twenty (20) or less, but depending on registrations, it could be increased. **Additional freight charges shall not be added to these orders.**

**NEW PRODUCTS:** Unless specifically called for in the solicitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.

**APPLICABLE LAW:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**SPECIAL ACCOMMODATION:** Any “qualified individual with a disability” as defined by the Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing no later than seven (7) days prior to the bid opening date of the need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

**COMPLIANCE WITH CIVIL RIGHTS:** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

**CONTRACT CANCELLATION:** The TPCG has the right to cancel any contract for cause, including by not limited to, the following: failure to deliver within the time specified in the contract; failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; misrepresentation by the contractor; fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the TPCG; conflict of contract provisions with constitutional or statutory provisions of state or federal law; any other breach of contract.

**TERMINATION OF CONTRACT FOR CAUSE:** The TPCG may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, including, but not limited to Contractor’s failure to meet response times as directed by the TPCG or by this contract, provided that TPCG give the Contractor written notice specifying Contractor’s failure. If within fifteen (15) days after receipt of such notice, Contractor has not corrected such failure, or, in the case of failure which cannot be corrected within fifteen (15) days, Contractor has not begun in good faith to correct such failure and proceed diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default, and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of the contract, provided that the Contractor shall give the TPCG written notice specifying the TPCG’s failure and a reasonable opportunity for the TPCG to cure the defect.

**TERMINATION OF THE CONTRACT FOR CONVENIENCE:** The TPCG may terminate the contract, without cause, at any time, by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

**TERMINATION FOR NON-APPROPRIATION OF FUNDS:** Notwithstanding any provision herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

**WARRANTIES:** Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

**DEFAULT OF VENDOR:** A breach of any of the terms of this contract shall constitute default, including but not limited to any event of failure, neglect, or refusal to complete the work or any designated part of the work specified herein, within the corresponding contract times.

Where the TPCG has determined the Vendor to be in default, the TPCG reserves the right to purchase any and/or all products or services covered by the contract on the open market and to charge the Vendor with cost in excess of the contract price (liquidated damages). Until such assessed charges have been paid, no subsequent bid from the defaulting Vendor will be considered.

**NON-COLLUSION AFFIDAVIT-** In accordance with La. R.S. 38:2224, successful bidders must submit a fully executed Non-Collusion Affidavit within ten (10) days of receipt of Notice of Award.

**CLAIMS OR CONTROVERSIES/VENUE:** The Parties agree that any suit arising from the Services, or this Contract shall be filed in the 32<sup>nd</sup> Judicial District Court, Terrebonne Parish, LA, and the parties agree that the 32<sup>nd</sup> Judicial District Court, Terrebonne Parish, LA is the appropriate venue for any such suit.

**RECORD RETENTION:** All records, reports, documents, or other material related to any contract resulting from this Bid and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Contractor to the TPCG, at Contractor's expense, at termination or expiration of the contract.

**AUDIT OF RECORDS:** The State legislative auditor, federal auditors, and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

**CLEAN AIR ACT:** Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.



The Contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**ENERGY CONSERVATION:** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**FEDERAL WATER POLLUTION CONTROL ACT:** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**CODE OF ETHICS:** The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

**DEBARMENT AND SUSPENSION:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by TPCG. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to TPCG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

**WORK STANDARDS:** Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)

**DHS SEAL, LOGO, AND FLAGS:** The Contractors shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

**INVENTIONS:** Contractor shall comply with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**NO OBLIGATION BY FEDERAL GOVERNMENT:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**NO GUARANTEE OF QUANTITIES:** The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the TPCG reserves the right to increase or decrease the amount, at the unit price stated

in the bid. The TPCG does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

**VENDOR REGISTRATION:** The Terrebonne Parish Consolidated Government Purchasing Division requires vendors to register online at <https://secure.tpcg.org/vendor/> . This tool is part of our efforts to make it easier for you to do business with the Parish, as well as provide you with better business opportunities.

If you have already taken actions to complete this requirement, you do not have to complete this process again. However, if you have not already registered online as a vendor you will need to do so within ten (10) days' notice of award of this bid.

**CERTIFICATE OF INSURANCE:** The successful bidder is required to submit an insurance certificate returned within ten (10) days from the date of the Notice of Award of the bid. All certificates must be approved by the TPCG Risk Manager to ensure that all insurance requirements have been met before a purchase order is issued. (Insurance requirements are set forth in "Terrebonne Parish Government's Insurance Requirements", attached hereto.) Failure of the successful bidder to comply with this requirement may result in the bid being declared non-responsive and cause for rejection.

**PURCHASE ORDER:** When applicable, the successful bidder will be issued a purchase order when the bid has been awarded; the vendor has timely submitted all required documents and when their insurance certificate has been approved by the TPCG Risk Management Department.

**CONTRACT TERM AND EXTENSIONS:** The initial term shall be for a one (1) year period from the date of the "Notice of Award." Subject to the availability of funds appropriated, the contract may be extended at TPCG's option for two (2) additional one (1) year terms provided the terms, conditions, prices, and specifications remain the same. Such extension(s) may be granted if vendor has adequately performed the scope of work described herein during the initial term of the contract.

**PAYMENT STRUCTURE:** Vendor shall submit invoices to Christophor Singleton, Athletics Program Coordinator, at Post Office Box 2768, Houma, Louisiana 70361 or via email at [csingleton@tpcg.org](mailto:csingleton@tpcg.org). Invoices must include the purchase order number (when applicable) and the name, address, and phone number of the vendor. No items other than those included in the bid shall be billed; and unit prices shall prevail.

**Payment is to be made within thirty (30) days after receipt of properly executed invoice or delivery, whichever is later.**

**TAXES:** Vendor is responsible for including all applicable taxes in the bid price. TPCG is exempt from all state and local sales and use taxes.

**Special Instructions:**

- **Unit price bid should not exceed two (2) digits to the right of the decimal point. Unit price submitted beyond two (2) digits will be rounded off to the nearest second digit.**

- **Vendors are encouraged to bid in correct unit of measures shown to be considered for award. Bids submitted in any other unit of measure may not be considered.**
- **When entering bid prices into the fields provided on CAH, do not use the dollar sign or commas.**

**OFFICIAL BID FORM  
SECTION "A"**

**BID 24-TEES-43 Purchase of New/Unused T-Shirts and Caps for Team Sports**

The bid will be awarded to the vendor who submits the lowest unit price on **both** the t-shirts and caps combined.

**Delivery shall be made After Receipt of Order (ARO) within time frames described in detail herein**

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The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to deliver t-shirts and caps as required and in strict accordance with the terms and conditions in the Bid Documents prepared by the TPCG Purchasing Division and dated November 2024

**NAME OF BIDDER:** Nitsom Promotional Manufacturing Corp

**ADDRESS OF BIDDER:** P.O.Box 88840. Carol Stream. IL 60188

**NAME OF AUTHORIZED SIGNATORY BIDDER:** *(Printed or Typed)* Terrence Hu

**SIGNATURE OF AUTHORIZED SIGNATORY BIDDER** 

**TITLE OF AUTHORIZED SIGNATORY BIDDER:** President

**DATE:** Dec 10th 2024

**Signature Authorization: (Required by ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)**

**SPECIFICATIONS**  
**For**  
**Purchase of New/Unused T-Shirts and Caps for Team Sports**

**1. SHIRTS:**

**PERFORMANCE T-SHIRTS:** Sports-Tek YST350 (Youth) & ST350 (Adult) Sport-Teck Posicharge Competitor Tee or equivalent

- Youth and Adult (various sizes) – Performance T-Shirts
- One (1) color logo **screen printed** on the chest (Approx. 9" W x 8" H)
- Six (6) inch number on back.
- T-shirt should be available in 15 or more different colors:

**Shirt Colors Preferred, but are not limited to:**

Orange, Atomic Blue, Maroon, Forest Green, Purple, Gold, Kelly Green, Red, Royal Blue, Navy Blue, Carolina Blue, Grey Concrete, Neon Yellow, and Neon Pink.

- Artwork color will be black or white which will be selected at time of order
- No embroidery will be accepted.

**2. CAPS:** ATT Headwear #8179 or equivalent

- Five Panel, Seamless Front, Cotton Twill, with adjustable Snap Closure (no visor braiding)
- One color logo **screen printed** on the front
- Should have at least 15 cap colors.
- Cap colors should match shirt colors as closely as possible
- Artwork color will be black or white which will be selected at time of order
- No embroidery will be accepted.

**3. SAMPLE SUBMISSIONS:**

The following samples **must** be provided within 48 hours of the bid opening (**November 17, 2024 by 2:00 P.M. CST**) and delivered to 301 Plant Road Houma, LA 70363. The exterior of the package should be marked "**SAMPLES**" Attention: Gina Bergeron TPCG Purchasing Division

- Legible Color chart and/or color swatches
- One (1) complete screen-printed sample of the Cap being offered (a generic logo is acceptable for the sample)
- One (1) complete screen-printed sample of the Performance T-Shirt being offered (a generic logo is acceptable for the sample)
- The original Manufacture's tag must be attached to the sample t-shirt and cap

#### **4. DELIVERY/SHIPPING DETAILS:**

- All orders must be shipped/delivered to the TPCG Warehouse Division at 301 Plant Road Houma, LA 70363 (7a.m. to 4p.m. CST/Monday-Friday excluding holidays)
  - Date(s) to be announced
  - The order will be emailed to the awarded vendor from the Athletics Program Director or assigned representative. When this order is emailed, it must be received within **thirty (30) calendar days.**
- ❖ Historically, orders have been divided into three main orders annually:
- Order #1 - received no later than end of February
  - Order #2 -received no later than end of June
  - Order #3 received no later that mid-November
- All shipments **must contain a packing slip.** The outside of each carton must be numerically identified to coincide with the packing slip entry. The packing slip should identify items within each carton.
  - Orders are to be packed by shirt color and size and marked as such. **\*\*SHIRTS MUST BE PACKAGED BY TEAM (SEE ORDER SHEET SAMPLE)\*\***
  - Orders determined to be incorrect, after inspection by the TPCG staff, shall be addressed within 48 hours of notification via phone or email to the vendor. The vendor will take the necessary steps to ensure the corrected t-shirts and/or caps are delivered within 72 hours (excluding weekends and legal holidays) from initial notification. All steps taken to rectify incorrect orders shall be at the sole expense of the vendor.

#### **5. NOTES:**

- Bid will be awarded to the vendor who submits the lowest unit price on **both** the t-shirts and caps combined
- Quantities are estimated. TPCG reserves the right to decrease or increase quantities at the same unit cost.
- The item listing below is for review only; all bids must be submitted via Central Auction House (CAH): <http://www.centrauctionhouse.com/rfp.php?cid=65> Phone: CAH at 225-810-4814.

Item No.	Quantity	Unit of Measure	Item Description
1	550	Each	Youth Caps - ATT Headwear #8179 or Equal
2	2,200	Each	Adult Caps - ATT Headwear #8179 or Equal
3	4,000	Each	Youth Performance T-Shirts (All Sizes)
4	4,500	Each	Adult Performance T-Shirts (Small to X-Large)
5	650	Each	Adult Performance T-Shirts (2XL and Up)

**Non-Collusion Affidavit (Regarding LSA - R.S. 38:2224)**

**(to be submitted within ten (10) days from receipt of Notice of Award)**

STATE OF LOUISIANA

PROJECT NAME: Bid 24-TEES-43

PARISH OF TERREBONNE

LOCATION: 301 Plant Road, Houma, Louisiana 70363

**AFFIDAVIT**

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Terrence Hu representing Nitsom Promotional Manufacturing Corp who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

- (1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

THUS DONE AND SIGNED BEFORE ME, THE UNDERSIGNED Notary Public and subscribing witnesses on this 10th day of December, 2024, at Markam. ON, Louisiana.

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
CONTRACTOR/VENDOR

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
NOTARY PUBLIC



“D”

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
MINIMUM, INSURANCE REQUIREMENTS FOR VENDOR  
(WITH GENERAL LIABILITY EXPOSURE ONLY)

Contractor shall procure 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, his agents, representatives, employees or subcontractor. **The cost of such insurance shall be included in the bid** with, TPCG (Terrebonne Parish Consolidated Government).

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence form CG001). **“Claims Made” form is unacceptable. The “occurrence form” shall not have “sunset clause”.**

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TPCG, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability

- a. TPCG, its officers, officials, employees, boards and Commissions and volunteers are to be added as **“additional insured”** as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees,

Boards and Commissions or volunteers.

- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled **thirty (30)** days prior written notice by certified mail, return receipt requested, has been given to TPCG.

### E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI.

### F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. 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 TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

## INDEMNIFICATION AGREEMENT

(to be submitted within ten (10) days from receipt of Notice of Award)

Nitsom Promotional Manufacturing Corp agrees to defend, indemnify, save and hold  
Contractor/Subcontractor/Lessee/Supplier

harmless the Terrebonne Parish Consolidated Government their officers, , elected officials, agents, servants and employees, including volunteers (Indemnified Parties”) from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of the Nitsom Promotional Manufacturing Corp as provided herein, except those claims,  
Contractor/Subcontractor/Lessee/Supplier

demands and/or causes of action arising out of the sole negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees. Nitsom Promotional Manufacturing Corp agrees to investigate, handle and respond to any Contractor, Subcontractor, Lessee, Supplier

such lawsuit at its sole expense, including any expenses associated with the enforcement of this indemnity provision, and agrees to bear all costs and expenses related hereto, even if it (claims, etc) is groundless, false or fraudulent.

Accepted By: Nitsom Promotional Manufacturing Corp  
Company Name  
  
Authorized Signature  
President  
Title  
Dec 10th 2024  
Date Accepted

Is Insurance Certificate Attached? Yes

Purpose of Bid: Purchase of New/Unused T-Shirts and Caps for Team Sports

### ATTESTATIONS AFFIDAVIT

(To be submitted within 10 days from receipt of "Notice of Award")

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

#### **LA R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)         |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- |  |  |
|--|--|
| (a) Theft (R.S. 14:67)                             | (f) Bank fraud (R.S. 14:71.1_                              |
| (b) Identity Theft (R.S. 14:67.16)-----            | (g) Forgery (R.S. 14:72)                                   |
| (c) Theft of a business record (R.S.14:67.20)----- | (h) Contractors; misapplication of payments (R.S. 14:202)( |
| (d) False accounting (R.S. 14:70)-----             | (i) Malfeasance in office (R.S 14:1324)                    |
| (e) Issuing worthless checks (R.S. 14:71)          |  |

#### **LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES**


- A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

#### **LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE**

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

**ATTESTATIONS AFFIDAVIT (continued)**

X: 

Name: Terrence Hu

Title: President

Company Name: Nitsom Promotional Manufacturing Corp

WITNESSES:



\_\_\_\_\_

\_\_\_\_\_

Sworn to and subscribed before me this 10th day of Dec 2024.

\_\_\_\_\_

## Bidder's Check List

This checklist is for your guidance only and **does not** necessarily constitute each and every requirement of this bid. Please read the entire bid thoroughly to ensure that your submission is complete.

**1. Attachment(s) to be uploaded to Central Auction House at time of bidding:**

- ☐ Official Bid Form Section "A" completely filled out

**2. Other documentation to be uploaded at time of bidding:**

- ☐ \*Signature Authorization (Required by ALL bidders): Written evidence of the person signing the bid shall be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

- Provide documentation stating that the person signing the bid is authorized to bind the company to the requirements of the bid/contract.
- The documentation provided must be signed by a member of the company with authority as outlined on pages 3 and 4 of this document.
- Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

**3. Time Sensitive Requirements:**

- ☐ Samples **must** be provided within 48 hours of the bid opening (details on page 13)

**4. Additional Requirements (must be submitted within (10) days after notice of award)**

- ☐ Indemnification Agreement
- ☐ Non-Collusion Affidavit
- ☐ Insurance Certificate
- ☐ Attestations Affidavit

**\*If you are unclear about the "signature authorization" requirement or any other requirement, please do not hesitate to contact the Purchasing Office at 985-580-7272.**

## Sample Order Form



Terrebonne Parish Recreation Department  
8026 Main Street, Suite 401  
Houma, Louisiana 70360  
(985) 873-6584

### 11-12 Softball Eastside & Westside (Shirts)

One Color "NEW" Terrebonne Recreation Logo on Center Chest Each  
Set of shirts numbered 1-20 (6" number on back)

TEAM NAME	SHIRT COLOR	LOGO/NUMBER COLOR	Y-S	Y-M	Y-LG	Y-XL	A-S	A-M	A-LG	A-XL	A-2XL	A-3XL	TOTAL
1 11-12 Softball (E&W)	Deep Orange	White	3	5	5	3		1	1	1	1		20
2 11-12 Softball (E&W)	Atomic Blue	White	3	5	5	3		1	1	1	1		20
3 11-12 Softball (E&W)	Maroon	White	3	5	5	3		1	1	1	1		20
4 11-12 Softball (E&W)	Forest Green	White	3	5	5	3		1	1	1	1		20
5 11-12 Softball (E&W)	Purple	White	3	5	5	3		1	1	1	1		20
6 11-12 Softball (E&W)	Gold	White	3	5	5	3		1	1	1	1		20
7 11-12 Softball (E&W)	Kelly Green	White	3	5	5	3		1	1	1	1		20
8 11-12 Softball (E&W)	Red	White	3	5	5	3		1	1	1	1		20
9 11-12 Softball (E&W)	Royal Blue	White	3	5	5	3		1	1	1	1		20
10 11-12 Softball (E&W)	Navy Blue	White	3	5	5	3		1	1	1	1		20
11 11-12 Softball (E&W)	Carolina Blue	White	3	5	5	3		1	1	1	1		20
12 11-12 Softball (E&W)	Grey Concrete	White	3	5	5	3		1	1	1	1		20
13													0
14													0
15													0
16													0
17													0
18			36	60	60	36	0	12	12	12	12	0	240

LOGO example on separate attachment