

**SPECIFICATIONS AND BID FORM FOR
ASPHALT COLD MIX, BID # 11-18**

Sealed bids will be received by the Lafayette Parish School System (LPSS) Purchasing Department, 113 Chaplin Drive, Lafayette, LA up to 2:00 p.m. C. S. T., on June 2, 2017 for Asphalt Cold Mix.

All bids shall be submitted sealed to the LPSS Purchasing Department on or before the above time and date, at 113 Chaplin Drive, Lafayette, LA 70508 with a sealed envelope plainly marked "**Sealed Bid #11-18, Asphalt Cold Mix, opening June 2, 2017 at 2:00 p.m.**". **ALL BIDS SHALL BE SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED.** At the above time and place bids will be publicly opened and read aloud in the Personnel Conference room.

SPECIAL PROVISIONS

1. **SCOPE:**

- 1.1 The intent of this solicitation is to obtain competitive bids for the estimated annual requirements for **Asphalt Cold Mix** for the Lafayette Parish School System, in accordance with the terms, conditions and specifications contained herein.
- 1.2 **REQUIRED BID SUBMITTALS:** The section titled **BID PROPOSAL FORM** and the following supplemental information must be submitted within the time frames specified below.
 - a. **Special Provisions**, Paragraph 5.2, requires descriptive literature to be provided with the bid if an item is offered as an equal to the brand name specified.

2. **PERIOD OF CONTRACT:**

- 2.1 The period of this contract shall be from date of award through the end of school fiscal year, June 30, 2018.

3. **PRICES AND PRICE ADJUSTMENT:**

- 3.1 All prices/discounts shall be F.O.B. Destination, LPSS warehouse, center or agency, and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices/discounts shall remain firm for the duration of the contract. Discounts for prompt payment will not be considered in the evaluation of the bids.
- 3.2 Whenever there is a reduction in price which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Purchasing Department of the Lafayette Parish School System.
- 3.3 Each bidder shall be responsible for including all applicable taxes in the bid price. LPSS is exempt from all State and local sales and use taxes.

4. QUANTITIES:

- 4.1 The quantities specified on the Bid form are estimates only, for the information of the bidders. They do not indicate the actual quantity that will be ordered, since such volume will depend upon requirements that develop during the contract period. The Contractor will be required to fill all orders placed regardless of the original quantities shown.

5. SPECIFICATIONS AND LITERATURE:

- 5.1 Brand name(s) and/or catalog number(s) are given for purposes of identification and to denote the standard of quality desired, and do not, in any way, restrict bidders to a specific make and manufacturer. If there is any deviation in the pack, source, quality, etc., of an item bid from that prescribed in the specification, the appropriate line in the specifications is to be ruled out and the substitution clearly indicated.
- 5.2 Each bidder is required to furnish, with the bid response, catalog cuts and/or descriptive literature with full illustrations and detailed specifications for each item offered "as equal" to the brand name specified. In addition, all differences in specifications from brand name must be so marked.
- 5.3 **Each bidder is required to furnish, as descriptive literature with the bid response, a Material Data Sheet of the asphalt cold mix in which the bidder is bidding.**
- 5.4 Descriptive literature is required for the purpose of bid evaluation and award, details of the product(s) the bidder proposes to furnish as to design, materials, method of manufacture, construction, assembly or operation, as appropriate. **FAILURE TO SUBMIT THE DESCRIPTIVE LITERATURE SHALL BE CAUSE FOR REJECTION OF BID.**
- 5.3 Unless specifically called for in the Specifications, all products for purchases must be new, never previously used, and the current model or packaging. No remanufactured, demonstrated, used or irregular product will be considered for purchase unless otherwise specified in the bid solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.

6. SPECIFICATIONS:

6.1 DESCRIPTION OF ASPHALT COLD MIX

Estimated Quantity: 4,000 Bags (50 lb bag)

Quikrete Commercial Grade Permanent Blacktop Repair



Specifically formulated high performance asphalt cold patch material for repairing potholes and cracks over 1" (25.4 mm) wide in asphalt pavements.

Suitable for use on roads, driveways and walkways. Contains new modifier technology which provides superior placement and bonding characteristics and produces a virtually permanent repair, even in cold, damp conditions.

Each 50 lb (22.7 kg) bag will yield approximately 0.5 ft³ (14.2 L) when properly compacted and will cover an area of approximately 6 ft² (0.56 m²) when placed at a thickness of 1" (25.4 mm).

ASTM International D448 Standard Classification for Sizes of Aggregate for Road and Bridge Construction

Prepared from aggregate which complies with the open graded #9 or #89 size requirements in accordance with ASTM D448. Can be modified to meet specific requirements of State Departments of Transportation.

7. QUOTATION LIMITATION:

- 7.1 For each individual item for which bidder submits a bid, bidder shall offer only a unit cost for one item. Prices are to be bid in the unit of measure requested (per roll, per reel, per carton, etc.) No alternatives will be accepted, unless requested by the LPSS. If an "or approved equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit his bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be

considered a limitation; however, only the unit price requested will be considered in award.

8. TIME OF PERFORMANCE:

- 8.1 The winning bidder(s) shall be required to deliver the respective items within 30 days of receipt of a purchase order from LPSS and at the location specified in accordance with Section 9.1 of this bid.

9. DELIVERY:

- 9.1 Deliveries will be made to various locations in Lafayette Parish School District. Delivery location shall be stated on each purchase order issued.
- 9.2 Deliveries made to the Lafayette Parish Public School System (LPSS), Planning & Facilities / Maintenance Department at 113 Chaplin Drive, Lafayette, Louisiana 70508 will be received between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, except School System Holidays.
- 9.3 Deliveries direct to schools, centers, and/or LPSS agencies will include off-loading from the selected carrier. Receiving hours will be from 8:30 a.m. through 3:30 p.m., Monday through Friday, except on school system holidays; unless, other arrangements have been made with the receiving school, center, and/or LPSS agency via the Planning & Facilities / Maintenance Department.
- 9.4 RECEIVING: Asphalt Cold Mix that does not fulfill all requirements will be rejected and refused. A rejected delivery shall be removed and promptly replaced by the successful bidder at no cost to Lafayette Parish School System.

10. DELIVERY FAILURE:

- 10.1 Bidders are CAUTIONED to carefully consider the delivery time indicated in Section 8.1 of this bid, as they will be required to adhere to that delivery time. Failure to adhere to the delivery may result in LPSS making an emergency purchases from other sources should the awarded bidder be unable to furnish the required item within the required time frame, in accordance with Section 18.1 of this bid.

11. SHIPPING AND MARKING:

- 11.1 Invoices and all related written materials pertaining to each delivery must show the purchase order number, the purchase order item number, and the item number shown on the contract.

12. WARRANTIES:

- 12.1 All manufacturer warranties shall be honored.

13. SUBMISSION OF BIDS:

13.1 Each bidder must use the attached bid form for submitting their bid. Bidder must show price per unit. Bids must be quoted for the quantity and units specified. Bids must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. All bids are to be submitted in a sealed envelope with the bid number and date, and time of bid opening stated on the envelope. Bids may be submitted by mail or delivered in person. All bids must be received by a Purchasing Department Buyer at the following location prior to the date and time specified: Purchasing Department, 113 Chaplin Drive, Lafayette, Louisiana 70508.

13.2 Bids received after the time or date prescribed shall not be considered for award and shall be returned to the Bidder.

Bidder's envelope must be labeled as follows:

Asphalt Cold Mix Bid # 11-18

Opening: June 2, 2017

Time: 2:00 p.m. CST

Personnel Conference Room

13.3 Individual bidders are responsible to ensure that their bid is delivered at the specified place and prior to the deadline for submission. Bids, which for any reason are not so delivered, will not be considered. Bidders shall assume all risks associated with any delays in the delivery of their bids. Any bid received after the bid opening time will be returned unopened.

13.4 Electronic bids may be submitted online at www.centralauctionhouse.com.

13.5 A bidder may only withdraw its bid within forty-eight (48) hours after the bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as provided in La. R.S. 38:2214(C).

14. CONTRACT AWARD:

14.1 All items listed in this solicitation will be awarded on the basis of a firm fixed price.

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

14.3 **In Order For Contract To Be Awarded, Debarment Certification Form Must Be Signed And Returned With Bid Proposal Form Sheet.**

15. PURCHASE ORDER:

- 15.1 Purchase order(s) for the items listed in this solicitation will be issued as required throughout the period of this contract and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated.
- 15.2 The purchase order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
- 15.3 Shipment is not to begin until receipt of the purchase order or other notification by the Purchasing Agent to proceed.

16. ORDER OF PRECEDENCE:

- 16.1 In the event of conflict, the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, included herein.

17. CONTACT FOR ADMINISTRATION:

- 17.1 In the event a contract is executed with your firm as a result of this solicitation, indicate the person(s) we may contact for prompt contract administration in the space provided on the Bid Proposal Form.

18. EMERGENCY PURCHASES:

- 18.1 The Parish reserves the right to make emergency purchases from other sources, should the Contractor be unable to furnish the required item within the required time frame.

19. INTERPRETATION OF BID:

- 19.1 Any questions pertaining to this solicitation shall be directed to:
Lee Francis, Purchasing Agent
Lafayette Parish School Board
P.O. Drawer 2158
Lafayette, Louisiana 70502-2158
Telephone Number: (337) 521-7329
slfrancis@lpssonline.com

20. CONTRACT CANCELLATION:

- 20.1 LPSS has the right to cancel any contract for cause including, but not limited to, the following: (1) failure to deliver within the time specified; (2) failure of the product or service to meet specifications or to be delivered in good condition; (3) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with LPSS; (4) misrepresentation by the selected bidder(s); (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and/or (6) any other breach of contract.

20.2 LPSS reserves the right to cancel any contract within thirty (30) days written notice.

21. PREFERENCE:

21.1 In accordance with La. R.S. 38:2251, a preference not to exceed ten percent (10%) may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

22. CIVIL RIGHTS:

22.1 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, sexual orientation, 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.

22. APPLICABLE LAW

22.1 All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

22.2 In the event of a dispute between the parties, the 15th Judicial District Court for the Parish of Lafayette shall serve as the sole and exclusive jurisdiction and venue to resolve said dispute.

23. INDEMNITY:

23.1 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 LPSS, its officers, its agents and 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 LPSS, its officers, its agents or its employees.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS Rev.5/10/16

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

INSTRUCTIONS

SUBMITTING OF SEALED BIDS

A. Option 1 – Electronic Bids Submitted Online:

1. Electronic bids may be submitted online at www.centralauctionhouse.com.

Option 2 – Sealed Bid Envelope:

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

Bid Forms:

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

5. Place, Date and Hour:

- a. All bids shall be submitted to the location specified.

- b. The bid form designates the date and hour of the bid opening. Bids shall be received until the stated date and time: bids arriving after the started date and time **will not be considered**. The responsibility for timely delivery of bids rests solely with the bidder.

6. **Response to Invitations:** In the event you cannot submit a bid, please return the bid package with an explanation why you are unable to bid on these requirements. The large number of firms on the bid list makes it necessary to delete from the "**NOTIFICATION TO BID LIST**" bidders who fail to respond to three successive invitations to bid.

7. **Bid Response:** More than one offer from an individual, firm, partnership, corporation or association under the same or different name will be rejected. **Bidders shall offer only ONE ITEM AND PRICE for each line item bid.** No alternatives will be accepted, unless requested by the LPSS. If an "equivalent" item is to be bid, the bidder must select the brand and model that is functionally equivalent to the specified item and submit his bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

C. Specifications:

1. Specifying of certain brand, catalog number, make or manufacturer is to denote the quality, type and standard of the article desired that has been cited as meeting the needs of the Lafayette Parish School Board; however, bids are invited that are comparable products that would equally satisfy requirements stated herein.

2. Articles offered must be new merchandise (unless specifically excepted) and must be of equal or superior grade.

3. **Questions Regarding Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the Board in writing. Any interpretation made to prospective bidders will be expressed as an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the Board.

D. Technical Data:

1. **COMPLETE MANUFACTURER'S SPECIFICATIONS MUST ACCOMPANY ALL BIDS WHEN BIDDING AN ALTERNATE. FAILURE TO SUBMIT COMPLETE MANUFACTURER'S SPECIFICATIONS WILL BE REASON TO REJECT THE BID.**

2. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal on the formal bid where specified. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the Lafayette Parish School Board to the specifications as written.

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

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

F. Warranty:

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

G. Asbestos:

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

H. Non-Collusion:

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

I. Freight:

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

J. Taxes:

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

K. Evaluation of Offers:

1. The Lafayette Parish School Board, in making its award, will consider the lowest responsive bidder. The Lafayette Parish School Board reserves the right to reject any and/or all bids.
2. **Bids for All or Part:** With the exception of public works projects, the Board reserves the right to award on an "ALL-OR-NONE" and/or partial basis whichever is in the best interest of the Lafayette Parish School Board. Bidder may restrict his bid to consideration as "ALL-OR-NONE" by so stating, but shall give a unit price for each item; any bid in which the bidder names a total price for all the articles without quoting a price on each item shall be rejected.
3. **Cash Discounts:** Cash Discounts, if offered, will be taken in consideration in determining the low bid. **DISCOUNTS OF LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN MAKING AN AWARD.** Beginning date of discount period shall be determined by date of invoice or date of delivery of merchandise whichever occurs first.
4. All items listed in this solicitation will be awarded on the basis of a firm fixed price.
5. **Errors in Bids:** Bids containing errors may be withdrawn by the bidder in accordance with L.R.S. 38:3314.C. Erasures or changes in bids must be initialed.
6. **Tie Bids:** Tie bids will be decided on the basis of drawing lots, unless only one instate vendor is involved. In these cases, preference will be given to the instate vendor as provided for in L.R.S. 38:2225.C.
7. **Ability & Experience:** Considerations used for determining bidder responsibility include "financial ability, skill, integrity, business judgement, experience, reputation, quality of previous work on contracts, and any other similar factors bearing on bidders' ability to successfully perform the contract". Each proposal will receive equal consideration and special attention directed to the bidder's qualifications as provided for in L.R.S. 38:2216.C (2) (a).

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

1. **Failure to Perform:** In the event a successful bidder fails to perform (deliver) on an awarded bid and no bid security and/or performance securities were required, the Board shall declare the bidder in default. The Board then has the option of excusing the bidder if it determines good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be the Board's option to invoke the following:
 - a. Payment to the Board in the amount equal to the difference between the unit price bid times the quantity on an item to item basis of that of the successful bidder and the next responsible low bidder(s) and/or

- b. If it becomes necessary to re-bid, payment to the Board in the amount equal to the difference between the unit price times the quantity on an item basis of that of the successful bidder on the original bid and that of the lowest responsible bidder(s) on the re-bid.

M. Change or Withdrawal of Bids:

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

N. Rejection of Bids:

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

O. Award & Acceptance:

1. **Bid Tabulation:** Copy of bid tabulation may be received upon written request and by submitting a stamped, self-addressed envelope.
2. If awarded, the LPSS will award the contract to the lowest responsive and responsible bidder. The LPSS reserves the right to award the contract in the aggregate or to make a split award to more than one bidder, whichever is in the best interest of the public.
3. **Notice of Acceptance:** A written award in the form of a purchase order, contract, written notice of award of any combination of these three to the successful bidder shall be deemed to result in a binding contract for the purchase of materials or supplies without further action by either party as provided for in L.R.S 38:2216.B. If the bid and resulting award regards the construction of doing of any public works, a written contract must be entered into according to L.R.S. 38:2216.A(1).

P. Delivery Provisions:

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

4. **Time of Delivery:** Deliveries will be accepted between 8:30 A.M. and 3:30 P.M.
5. **Packing Slips or Delivery Tickets:** **ALL SHIPMENTS OR DELIVERIES** shall be accompanied by Packing Slips or Delivery Tickets, and contain the following information:
- a. Purchase Order number,
 - b. Name of the article and stock number (Supplier's),
 - c. Quantity ordered,
 - d. Back orders,
 - e. Name of the vendor.

Q. Excluded Parties:

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

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

The Special Case of Meals:

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

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

**LAFAYETTE PARISH SCHOOL BOARD
BILLY D. GUIDRY, EXECUTIVE DIRECTOR & CHIEF FINANCIAL OFFICER**

<p style="text-align: center;">Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions</p>
--

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

DEBARMENT CERTIFICATION

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

Business Name The Quikrete Companies LLC dba QPR

Date 5/31/17

By Lloyd Washington Bid Administrator
Name and Title of Authorized Representative

Lloyd Washington
Signature of Authorized Representative

BID PROPOSAL FORM, BID # 11-18

Specification: Quikrete Commercial Grade Permanent Blacktop Repair – 50 lb bag

Alternate Brand "As Equal": QPR High Performance Pavement Repair - 50 lb. bag
(only provide if bidding an alternate "as equal" to brand specified)

Alternate Item Number: Item #305

Unit Price per bag: \$9.95

Material Data Sheet Included: ☒ Yes or No
(circle one)

Envelope containing bid should be marked on the outside "Sealed Bid—Asphalt Cold Mix--#11-18, Opening June 2, 2017 at 2:00 pm"

The bidder acknowledges receipt of addendum:

No.1 DATED _____ No.2 DATED _____ No.3 DATED _____
No.4 DATED _____ No.5 DATED _____ No.6 DATED _____

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

****Debarment Certification Form must be signed and included in bid response in addition to this page****

The Quikrete Companies LLC dba QPR
Name of Firm

Lloyd Washington
Signature of Bidder

7322 Bonnyshire Drive, Chattanooga, TN 37416
Address

Lloyd Washington
Typed Name of Bidder

800-388-4338
Telephone Number

lwashington@qprmail.com
Email Address