



# TERREBONNE PARISH CONSOLIDATED GOVERNMENT



P.O. BOX 2768 • HOUMA, LOUISIANA 70361  
985-868-5050 • WWW.TPCG.ORG

## INVITATION TO BIDDERS

Electronic bids will be received on **November 10, 2022** by the 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.centralauctionhouse.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 225-810-4814.

### **Bid 22-ITD-60 Purchase of Microsoft Office 365 E3 Yearly Subscriptions for Various Parish Departments**

Specifications and bid documents are on file at the City of Houma Service Complex, Purchasing Division, 301 Plant Road, in Houma, Louisiana 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 Brain Rodrigue, Information Technology Network Administrator at 985-873-6483 with regard to the specifications or Gina Bergeron, Procurement Specialist III, at 985-580-7272 with regard to any clarifications or information about bid submittal requirements.

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

    /s/ Gordon E. Dove  
Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government

Publish: October 25<sup>th</sup> & November 1<sup>st</sup>, 2022  
To Courier: October 20, 2022

## REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR

### Bid 22-ITD-60 Purchase of Microsoft Office 365 E3 Yearly Subscriptions for Various Parish Departments

#### Please Read Carefully

**GENERAL:** The Terrebonne Parish Consolidated Government (TPCG) is soliciting bids for Two Hundred Thirty-Nine (239) yearly subscriptions of Microsoft Office 365 E3 for the Information Technology Division of the Finance Department located at 7868 Main Street Houma, LA 70360.

**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.centralauctionhouse.com/rfp.php?cid=65>) site.

Bidders shall promptly notify Gina Bergeron, Procurement Specialist III at 985-580-7272 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.**

**LIQUIDATED DAMAGES:** By submission of bid, Bidder unequivocally accepts the liquidated damages provisions set out herein and specified in the event of failure, neglect or refusal to complete the work or, or any designated part of the work, within the corresponding contract times.

By submission of the bid, the Bidder agrees that for each calendar day beyond the specified delivery date set forth that the material, work , services and/or equipment has not been delivered, the Owner may retain from the total amount of the contract price, as liquidated damages the following sums: Two Hundred Dollars (\$200.00) per calendar day.

**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. When the solicitation is for a service and part/stock/model number(s) do not apply, insert “N/A” in the required field on the CAH site. All accompanying documents must be uploaded to the site by the bid opening time and date herein.

**The following items are to be uploaded as an attachment to the CAH site with your bid:**

- Completed Official Bid Form Section “A
- **\*\*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) 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.**

**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.

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.

**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 CONTRACT:** 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.

**CONTRACT TERMS/EXTENSION(S):** The contract period shall begin upon the issuance of the Notice of Award. The initial contract period shall be for a one (1) year period beginning on the effective date and ending one (1) year thereafter. The initial one (1) year term may be extended for two (2) additional one (1) year terms, if mutually agreed, provided there is no change in the terms, conditions, specifications and pricing structure.

**PRICES:** Unless otherwise specified by TPCG in the solicitation, bid prices must be complete including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 45 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected.

**DELIVERY:** TPCG desires delivery at the earliest possible date. It is imperative that the service be delivered within the period stipulated on Section "A" of the official bid form.

**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.

**TERMINATION OF CONTRACT FOR CAUSE:** The TPCG has the right to cancel any contract for cause by execution of a written notice prior to the end of the contractual period indicated for infractions including but not limited to the following: failure to deliver within the time specified; failure to meet specifications herein, failure to conform to sample quality, pricing excessively high or out of line with other Contractors, misrepresentation by the contractor, fraud, collusion, conspiracy, unlawful means of obtaining the contract, conflict constitutional or statutory provisions of state or federal law and any other breach of contract. The Contractor shall be entitled to payment for deliverable in progress to the extent that work has been performed satisfactorily.

**TERMINATION FOR CONVENIENCE:** The TPCG shall have the right to terminate the contract without cause and at its convenience, with no notice to contractor.

**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.

**DEFAULT OF VENDOR:** Failure to deliver the services within the time specified in the bid will constitute a default and may cause cancellation of the contract. 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.

**CLAIMS OR CONTROVERSIES:** The venue of any suit filed in connection with any claim shall be the Thirty-Second Judicial Court, Parish of Terrebonne, 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:** 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, The Veterans 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 enter 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.

**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 after receipt of Notice of Award.

**SAFETY DATA SHEETS:** All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

**CLEAN AIR ACT:** Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants.

**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:** Bidder acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs.

**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.

**TECHNICAL INFORMATION:** Literature 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 submitted upon request**; if requested, literature and/or specifications shall be submitted within seven (7) days. Such documentation shall include 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 this requested information within the allotted time frame, shall result in the bid being declared non-responsive and just cause for rejection.**

**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 once the bid has been awarded and the vendor has submitted all required documents in the time frame specified and their insurance certificate has been approved by the TPCG Risk Management Department.

**PAYMENT STRUCTURE:** Vendor / Contractor shall submit invoices to Ben Smith at P.O. Box 2768 Houma, LA 70360 or via email [bensmith@tpcg.org](mailto:bensmith@tpcg.org) . Invoices must identify items/services provided. Prices for each line item in the bid shall include all direct and indirect costs associated with that line item. No items other than those included in the bid shall be billed. When applicable, unit prices shall prevail. **Payment will be made within thirty (30) days after receipt of properly executed invoice.**

**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.**

**OFFICIAL BID FORM**  
**SECTION "A"**  
(Must be completed and uploaded as an attachment with bid)

Delivery shall be within \_\_\_\_\_ calendar days after receipt of order (ARO)

**Bid 22-ITD-60 Purchase of Microsoft Office 365 E3 Yearly Subscriptions for Various Parish Departments**

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) Is familiar with the needs of the TPCG Information Technology Division, and hereby proposes to provide the product as required in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated October 2022.

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

\_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY BIDDER:** *(Printed or Typed)* \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY BIDDER** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY BIDDER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**\*\* 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)**



**Non-Collusion Affidavit (Regarding LSA - R.S. 38:2224)  
(to be turned in within ten (10) days after Notice of Award)**

STATE OF LOUISIANA

PROJECT NAME: Bid 22-ITD-60

PARISH OF TERREBONNE

LOCATION: 7868 Main Street Houma, LA 70360

**AFFIDAVIT**

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_ representing \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 201\_\_, at \_\_\_\_\_, Louisiana.

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

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

**“D”**

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
MINIMUM, INSURANCE REQUIREMENTS FOR VENDORS  
(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 unaccepted. 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 if 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 turned in within ten (10) days after Notice of Award)**

The \_\_\_\_\_ agrees to defend, indemnify,  
Contractor/Subcontractor/Lessee/Supplier

save and hold harmless the Parish of Terrebonne, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, 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 grow out of any act or omission of \_\_\_\_\_ its agents, servants and employees,

Contractor/Subcontractor/Lessee/Supplier

and any and all cost, expense and/or attorney fees incurred by TPCG, all Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees as a result of any such claim, demands, and/or causes of action arising out of the negligence of TPCG, all Department, Agencies, Boards, Commissions, its agents, representatives, and/or employees \_\_\_\_\_

Contractor, Subcontractor, Lessee, Supplier

agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by \_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Bid No. 22-ITD-60 for Information Technology Division  
**Parish Department**

**Purpose of Bid: Purchase of Microsoft Office 365 E3 Yearly Subscriptions for Various parish Departments**

**CERTIFICATION REGARDING LOBBYING**

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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

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

STATE OF LOUISIANA

BID NAME: 22-ITD-60

PARISH OF TERREBONNE

LOCATION: 7868 Main Street Houma, LA 70360

**AFFIDAVIT**

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_ representing \_\_\_\_\_ 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 \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_, Louisiana.

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

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

**The following listing is for review only. All bids must be submitted via Central Auction House**

Phone: 225-810-4814 for registration information

Or Visit:

<http://www.centrauctionhouse.com/rfp.php?cid=65>

<b>Item No.</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
1	239	each	Microsoft Office 365 E3 subscriptions

## 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) that MUST 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. Documents to be submitted within 10 days after receipt of the Notice of Award:**

- Non-Collusion Affidavit
- Indemnification Agreement
- Insurance Certificate
- Certification Regarding Lobbying
- Affidavit Verification of Citizenship (E-Verify)

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