

**INVITATION FOR BID****March 05, 2024****BID NO. 05C-24**

CADDO PARISH SCHOOL BOARD  
 1961 MIDWAY AVENUE  
 SHREVEPORT, LA 71108

Shavonda Scott  
 PH: 318.603.6481  
 smscott@caddoschools.org

**BID TITLE: CONCESSION SERVICES-LEE HEDGES (CADDO) STADIUM****SEALED BIDS WILL BE ACCEPTED UNTIL: 10:30 A.M.CST ON THURSDAY, MARCH 21, 2024**

**IMPORTANT:** The Instructions/Provisions (01/31/05) to bidders are available for download and printing at the CPSB website: [www.caddoschools.org](http://www.caddoschools.org) (Click on Bids and RFP's) or may be picked up from the CPSB Purchasing Department, 1961 Midway Avenue. If you choose to access from the CPSB website, the Instructions/Provisions will be incorporated by reference with the same force and effect as if set forth in full text.

Dates Advertised: March 05<sup>th</sup> & March 12<sup>th</sup>, 2024

Shavonda M. Scott, MBA, Director of Purchasing

**TO BE COMPLETED BY BIDDER:**

LEGAL NAME OF BIDDER:	
MAILING ADDRESS:	
CITY, STATE, ZIP CODE:	
TELEPHONE NO: (     )	FAX NO: (     )
<p>BIDDER CERTIFICATION AND IDENTIFICATION: I/We certify that this bid is made without prior understanding, agreement of connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I/We further certify that none of the principals or majority owners of the firm or business submitting this bid are at the same time connected with or employed by the Caddo Parish School Board.</p> <p>ASSIGNMENT: The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/we hereby convey, sell, assign and transfer to the Caddo Parish School Board all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the Caddo Parish School Board.</p> <p>We understand that other bid forms or supplementary statements (unless required by the specifications) dealing with the price quotation will be ignored. Current literature, catalogs, pictures and a complete identification of each item bid have been included and made a part of this bid. I/We understand this bid may be rejected for failure to fully describe the products bid herein.</p> <p style="text-align: center;">I/WE HAVE CHECKED THIS BID FOR MATHEMATICAL AND TYPOGRAPHICAL ERRORS.</p>	
AUTHORIZED SIGNATURE:	DATE SIGNED:
NAME (PRINTED/TYPED):	TITLE:
EMAIL:	
<p>BIDDER QUALIFICATION: The form of business organization under which this bid is submitted is as follows:</p> <p><input type="checkbox"/> A CORPORATION incorporated under the laws of the State of _____ and <b>(is) (is not)</b> authorized to do business in the State of Louisiana.</p> <p><input type="checkbox"/> A PARTNERSHIP. Names of Partners: _____</p> <p><input type="checkbox"/> AN INDIVIDUAL trading and doing business under a name and style other than his own. The Owner's Name is: _____</p>	
<b>BID BOND:</b> Not Required for this Solicitation.	
<b>PERFORMANCE BOND:</b> Not required for this Solicitation.	
<b>ACKNOWLEDGEMENT OF ADDENDA RECEIVED:</b>	
Addendum No. 1    Dated:	Addendum No. 2    Dated:
Addendum No. 3    Dated:	Addendum No. 4    Dated:

## **GENERAL INSTRUCTIONS TO BIDDERS**

### **1.0 PREPARING AND SUBMITTING OF BIDS**

- 1.1 INSTRUCTIONS. These instructions define the conditions of the bid solicitation and the specifications of the goods or services desired.
- 1.2 BID PROPOSAL FORM. The bid **MUST** be submitted on the form furnished by the Caddo Parish School Board or submitted electronically at the designated electronic bid site. No other form or format is acceptable.
- 1.2.1 The BID PROPOSAL FORM defines the requirements of the items to be purchased or the work to be done. The BID PROPOSAL FORM must be signed by the bidder in the space provided. The authority of the person signing the BID PROPOSAL FORM shall be in accordance with LRS 38:2212.0.
- 1.2.2 ITEM SPECIFICATIONS. Specifying of a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired. Articles offered must be new merchandise (unless specifically excepted) and must be of equal or superior grade.
- 1.3.0 TRADE NAMES AND MATERIALS
- 1.3.1 Where materials or equipment are specified by a trade or brand name, it is not the intention of the CPSB to discriminate against an equal product of another manufacturer.
- 1.3.2 It is to be understood that the use of such brand name or trade name is to define a standard of quality, character, and performance as well as establish an equal basis for the evaluation of bids.
- 1.3.3 When the bid invitation is soliciting a bid for a product (as opposed to a service), bids are not restricted to the specific brand, make, or manufacturer named. Equivalent products will be acceptable.
- 1.3.4 It shall be the responsibility of the Director of Purchasing, or her designee, to determine what is considered an equivalent product.
- 1.3.5 All materials or equipment shall be the best of their respective kinds and shall in all cases be fully equal to the stated product.
- 1.3.6 Bidders wishing to claim preference(s) shall attach on separate company letterhead, a statement indicating line items for preference(s) claimed. Statements shall include locations where each item is produced, grown, or assembled.
- 1.3.7 BIDDER'S IDENTIFICATION OF PRODUCTS BID. On blank lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to identify sufficiently and completely the articles offered. Failure to do so may prevent consideration of the item bid.
- 1.3.8 ALTERNATES. Bidders shall bid only one product per item. Bidders shall not bid a primary item bid and then also include a second, alternate product item bid. The **ONE** product that is closest to meeting the specifications is sufficient.
- 1.3.9 REQUIRED LITERATURE. When the bid invitation is soliciting a bid for a product (as opposed to a service), each bidder is to enclose complete descriptive information to fully identify the product quoted. This may be in the form of a catalog, manufacturer's brochure, specification sheet, cut sheet, schematic, or other brand or product information. **Failure to do so may prevent consideration of the item bid.**
- 1.4 BID ENVELOPE. The bid shall be submitted in a sealed envelope with the name and number of the bid and date of opening plainly shown on the face of the envelope. If descriptive product literature is too large for the bid envelope, a separate envelope may be used by the bidder. The separate envelope shall be properly labeled and submitted with the bid. Failure to provide bid number and opening date on the outside of the envelope may result in rejection of the bid.

## BID NO. 05C-24

- 1.5 PRICES. The bidder shall quote only a net unit price for each item specified. The unit of purchase will be indicated on the BID PROPOSAL FORM. Where directed to do so on the BID PROPOSAL FORM, the bidder shall extend the unit price times the quantity to obtain and show a TOTAL NET BID. Note: Some BID PROPOSAL FORMS are structured to require only a unit price and prohibit an extended total. In all cases the requirements and price configurations of the BID PROPOSAL FORM shall prevail.
- 1.5.1 FREIGHT. All prices bid shall include FOB DESTINATION. Delivery shall be that the bidder delivers and unloads the purchased items to the dock of the designated point of receipt, which may include desktop-delivery. Title passes at the point of delivery with receipt and acceptance of all items in good order. Damaged freight claims are the responsibility of the successful bidder. Shipments must be received and accepted by a designated agent of the Caddo Parish School Board. All cartage, drayage, packing, handling, palletizing, etc., shall be included in the bid price. Separate allowances for freight, shipping or handling will not be permitted.
- 1.5.2 DISCOUNTS. Discounts for prompt payment as may be offered on the bid or on the invoice will be accepted. These discounts will not be considered in evaluating bids for purposes of determining a low bidder unless all other factors are equal.
- 1.6 ASSIGNMENT. The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/We hereby convey, sell, assign and transfer to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to this purchase made by its agency, The Caddo Parish School Board.
- 1.7 PLACE, DATE AND HOUR. All bids shall be submitted to the PURCHASING OFFICE, CADDO PARISH SCHOOL BOARD, 1961 MIDWAY AVENUE, SHREVEPORT, LA 71108 or submitted electronically at [www.bidexpress.com](http://www.bidexpress.com).
- 1.7.1 The first page of the bid invitation and the BID PROPOSAL FORM designate the name and number of the bid and the date and hour of the bid opening. Bids will be received until the stated date and time. **Irrespective of the reason**, bids arriving after the stated date and time cannot and will not be accepted.
- 1.7.2 All bids shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt. Bids may also be sent by registered mail or by certified mail with a return receipt requested, by regular mail or by electronic submission.
- 1.7.3 **IMPORTANT**. The responsibility for timely presentation (delivery) of a bid rests solely with the bidder. A bid delayed beyond the stated time and date through the mail, Federal Express, UPS, or other cannot and will not be accepted under any circumstances.
- 2.0 BID SAMPLES:** If an item is submitted for consideration that the district staff is unfamiliar with, the bidder may be requested to send a sample(s) for evaluation purposes.
- 2.1 CONDITIONS FOR REQUIREMENT. Bidders shall submit samples **ONLY** when directed to do so as follows:
- 2.1.1 With the bid or delivered to the Caddo Parish School Board Purchasing Office, no later than the hour and date of the bid opening **OR**...
- 2.1.2 By specific instructions found in the specifications or on the BID PROPOSAL FORM **OR**...
- 2.1.3 By specific notification authorized by the Purchasing Office, made within three (3) days after bid opening date, with samples to be submitted as directed within three (3) days after notification.
- 2.2 IDENTIFICATION. Each sample shall be identified with the bidder's name, bid proposal number, bid item number, product trade name and identification (catalog number, model number, etc.) and/or as otherwise indicated on the BID PROPOSAL FORM.

## BID NO. 05C-24

- 2.3 PAYMENT FOR SAMPLES. CPSB will not buy samples and will not assume any cost incidental thereto.
- 2.4 RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders for fourteen (14) days after bid award date and by successful bidders for fourteen (14) days after final payment. CPSB will not assume responsibility for samples not claimed within the time specified and will not pay for samples damaged in testing. CPSB will assume that the bidder is donating samples not claimed within the allotted time period.

### **3.0 CHANGE OR WITHDRAWAL OF BIDS**

- 3.1 WITHDRAWAL PRIOR TO BID OPENING. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Purchasing Office. This communication shall be received prior to the date and hour of the bid opening.
- 3.2 CHANGE AFTER BID OPENING BUT PRIOR TO BID AWARD. After bids are opened, they may not be changed except to correct patently obvious mathematical errors or clerical mistakes. Verification of the correct bid actually intended shall be submitted by the bidder to the Purchasing Office prior to the final award by CPSB.
- 3.3 WITHDRAWAL AFTER BID OPENING BUT PRIOR TO BID AWARD. In accordance with La R.S. 38: 2214: (C) Bids containing patently obvious, unintentional and substantial mechanical, 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 contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If the public entity 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 to the contractor.

(D) (1) A contractor who attempts to withdraw a bid under the provisions of the Section shall not be allowed to resubmit a bid on the project. If the bid is withdrawn is the lowest bid, the next lowest bid may be accepted. If all bids are rejected no withdrawal of the bid which would result in the award of the contract on another bid of the same bidder, his partner, or to a corporation or business venture owned by or in which has an interest shall be permitted. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract work agreement for, any person to whom a contract or subcontract is awarded in the performance of the contract for which the withdrawn bid was submitted.

Stated more directly, the bidder must make a written request to withdraw the bid within 48 hours of the bid opening and the request must be accompanied by a sworn written evidence of the error that forms the basis for the requested withdrawal.

### **4.0 REJECTION OF BIDS**

CPSB reserves the right to reject any or all bids and to waive informalities.

### **5.0 AWARD OF BID**

- 5.1 CPSB reserves the right to reject, in whole or in part, any and all bids and to waive any and all technicalities and informalities, and reissue and Invitation to Bid in accordance with the state law.
- 5.2 In an effort to ensure that all items within this category obtainable under contract, CPSB reserves the right to make MULTIPLE AWARDS for this bid.

## BID NO. 05C-24

- 5.3 Bids shall be opened publicly, read aloud, recorded, and compiled in tabular form, a copy of which will be available for examination in the Purchasing Department. No determination of bid award will be made at the time of opening. After review by the Purchasing Department, the certified tabulation and recommendation for bid award will be available for examination prior to the official meeting for consideration by the Board. Recommendation of award will be made to the CPSB based upon the most responsible and responsive bidder(s) in conformance with the criteria designated in the Invitation for Bid taking into consideration the percentage of gross proceeds to be paid by the vendor.
- 5.4 For the purpose of making this evaluation, administrative costs to the CPSB for issuing and administering each contract awarded under this invitation will be considered. Individual awards may be made for the items and combinations of items, which result in the lowest aggregate price to the CPSB, including such administrative costs. Based on such administrative costs the CPSB may make multiple awards for this contract.
- 5.5 The percentage of gross proceeds entered on the bid form will be considered when determining the most responsive bid. The Purchasing Department shall read the bids as submitted, note any discrepancies, and request written clarification for minor errors that do not affect low bid determination.
- 5.6 The CPSB may reject any bid for failure by the bidder to comply with any requirement stated in the bid documents. Non-responsive bidders will be noted on the bid tabulation as such, with reason(s) for this determination stated.
- 5.7 The CPSB reserves the right to reject all bids (individual line item or group, as applicable) if the lowest bid is in excess of ten percent (10%) of the price offered to any government entity by any authorized distributor for similar quantities of the same product within 180 days prior to bid opening.
- 5.8 Any bidder evidenced to be not responsible may be disqualified through a Disqualification Hearing to be noticed and held in accordance with La. R.S. 38:2212 section (X) and if declared "not responsible" by the CPSB the bid of the disqualified bidder shall be rejected. A bidder may be declared not responsible for such reasons including, but not limited to, failure to pay taxes, failure to obtain licenses or permits, poor performance on past contracts with CPSB or other government agency, or lack of evident capacity to fulfill contract.
- 5.9 The CPSB reserves the right to contact bidders for the purpose of obtaining additional information and/or clarification that will assure full understanding of, and responsiveness to, solicitation requirements. Such information shall be provided within three business days. This may include brochures, specification sheets, detail drawings, or samples.
- 5.10 The CPSB reserves the right to eliminate any and all items from the bid list prior to issuing a bid award, a notice to proceed, or a purchase order, and if so, the bid price shall be adjusted accordingly.
- 5.11 Payment discounts, while accepted, will not be used in the determination of low bid.
- 5.12 Awards become official at the time bids are accepted by the CPSB during their regular sessions. Contract has its inception in the award, eliminating a formal signing of a separate Contract Document.
- 5.13 The purchase order and/or contract mailed or delivered to the successful bidder is the official authorization to deliver materials or perform the services described therein. The time allowed for delivery or performance begins with the date of bid acceptance and approval by the CPSB unless otherwise specified in the bid documents whether or not a purchase order or contract has been issued.
- 5.14 In the event of a tie bid, preference will be given in the following order: companies located in CADDO Parish, companies located in the State of Louisiana, companies whose Louisiana business workforce is comprised of a minimum of fifty percent Louisiana residents, and winner of a coin toss performed by CPSB.

**BID NO. 05C-24**

- 5.15 LOUISIANA PREFERENCE. In accordance with LRS 38:2252, "Preference is hereby given to materials, supplies and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state."
- 5.15.1 PREFERENCE BIDDERS, PLEASE NOTE: LRS 38:2251, Sections (A), (H) and (J) detail the conditions and requirements by which preference claims may be made for materials, supplies or equipment products manufactured, processed, produced, or assembled in Louisiana OR that the bidder's LA workforce is comprised of at least 50% Louisiana residents. To claim preference, the bidder **MUST** fully comply with all requirements and conditions of the law. The bidder shall complete the following:

**LOUISIANA PREFERENCE CLAIM**

Do you claim this preference? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify ITEM Number \_\_\_\_\_

Witness: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_ Print Name: \_\_\_\_\_

- 5.16 EVALUATION: When appropriate, Athletics departmental staff may play an integral role in the evaluation of the submitted items. The percentage of gross proceeds paid and vendor experience will be major factors in determining the award to the successful bidder.
- 6.0 **FAILURE TO PERFORM** (For bid purchases where bid security and performance bond has not been required as a condition of the bid.)
- 6.1 In the event a successful bidder fails to perform (deliver) on an awarded bid and where no bid security and performance security have been required; CPSB shall declare the bidder in default. CPSB 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 either or both of the following:
  - (1) Payment to CPSB in the amount equal to five percent (5) of the unit price bid times the quantity or \$100.00, whichever is larger, and/or...
  - (2) Forfeiture of the bidder's right to transact business with CPSB for a period of one year following the date the penalty is invoked.

**7.0 DELIVERY, BILLING AND PAYMENT**

- 7.1 The successful Bidder is responsible for coordinating any product deliveries for **LEE HEDGES (CADD) STADIUM.**
- 7.1.1 DELIVERY REQUIREMENT. Complete delivery is required as soon as possible but no later than the final completion date shown on the BID PROPOSAL FORM.
- 7.1.2 RECEIVING, INSPECTION AND TESTING. Delivered items that do not fulfill all requirements will be rejected and refused. Rejected merchandise shall be removed and promptly replaced by the successful bidder at no cost to CPSB. Delivered items shall be received by a designated agent of CPSB.

## BID NO. 05C-24

- 7.2 INVOICES. Unless other arrangements are made with the Purchasing Office, invoices must be those of the successful bidder and must show the purchase order number, bid number, complete unit description, quantity, price and total.
- 7.2.1 All invoices shall be submitted to the attention of the ACCOUNTS PAYABLE DEPARTMENT, CADDO PARISH SCHOOL BOARD, 1961 MIDWAY AVENUE, SHREVEPORT, LA 71108 or via email to [ACCOUNTSPAYABLE@CADDOSCHOOLS.ORG](mailto:ACCOUNTSPAYABLE@CADDOSCHOOLS.ORG).
- 7.2.2 If applicable, federal tax exemption certificates will be signed by the Caddo Parish School Board. The federal tax exemption number is 72-6000-224.
- 7.3 PAYMENT. Unless otherwise specified, payment will be made within thirty (30) days after delivery, authorized inspection, and acceptance. Payment will be made to the successful bidder unless other payment arrangements are requested and approved by the Purchasing Office.
- 8.0 **DETERMINATION OF BIDS**
- 8.1 Bidders are requested to bid on any or all items specified. In some instances items having commonality may be grouped together for a single award. Failure to bid all items contained within a group will cause rejection of the item grouping. The BID PROPOSAL FORM will designate the method of award if different from an individual item basis.
- 8.2. The responsible bidder meeting specifications and bidding the greatest percentage of gross receipts paid (as determined by the BID PROPOSAL FORM) will be awarded the business covered therein. Each bidder is to be responsible for the accuracy of the bid, and CPSB will assume that the TOTAL NET BID for each item (or group of items) is a correct and legitimate quotation.
- 9.0 **RESERVATIONS BY BOARD**
- 9.1 If applicable, limited funds are budgeted for the purchase of these items. Should the bid price be more than anticipated, CPSB reserves the right to reduce the quantity as appropriate to remain within the budgeted allocation for the purchase.
- 9.2 The Caddo Parish School Board may reject any bid for failure by the bidder to comply with any requirement stated herein or as appearing on the BID PROPOSAL FORM or in the general bid conditions or in any attachment thereto, which becomes a part of the bid.

**REQUEST FOR BID INSTRUCTIONS**

- 10.0 **BID FORM:** This proposal shall be executed and submitted in accordance with the specifications. All articles and requirements contained in the Invitation for Bid (IFB) Instructions/Provisions to bidders and on this Bid Proposal Form shall remain and become a part of the contract for **CONCESSION SERVICES-LEE HEDGES (CADDO) STADIUM**. All appropriate blank spaces shall be filled in. BID MUST BE SUBMITTED ON THIS FORM AND MAILED USING THE ENVELOPE SUBMISSION FORMAT ATTACHED OR SUBMITTED ONLINE ON THE APPROVED ELECTRONIC BID SITE, WWW.BIDEXPRESS.COM. **WE WILL NOT ACCEPT FAXED OR EMAILED BIDS FOR THIS SOLICITATION!**
- 11.0 **TERM OF AGREEMENT.** The bid and contract shall continue from July 01, 2024 through June 30, 2025 unless otherwise terminated or extended pursuant to the state provisions.
- 12.0 **RENEWAL OF AGREEMENT.** At the option of either party, the bid and contract may be renewed under the same terms and conditions for four (4) additional one-year periods: July 01, 2025 through June 30, 2026; July 01, 2026 through June 30, 2027; July 01, 2027 through June 30, 2028; and July 01, 2028 through June 30, 2029. Renewal prior to each of the four renewal years requires mutual agreement in writing by both parties. All bidders shall guarantee their prices for the duration of the initial term plus any extension of the agreement.
- 13.0 **TERMINATION OF AGREEMENT (if applicable):**
  - 13.1 CPSB may cancel this agreement upon failure of the successful bidder to satisfactorily comply with the terms hereof.
  - 13.2 The evaluation of the successful bidder's service will be continuous. Particular emphasis will be given to the capability and reliability of the successful bidder to sufficiently and expeditiously handle CPSB's needs in a timely and professional manner.
  - 13.3 In the event CPSB comes to believe the successful bidder is not providing acceptable products or is not performing in a manner required by these specifications, CPSB will place the successful bidder on notice to provide better quality products and/or improve services or else forfeit the contract.
  - 13.4 Should the successful bidder not correct the stated problem areas and continue to be deficient in product quality or in service requirements, CPSB will notify the bidder in writing of its intent to cancel the agreement and to discontinue its purchases.
  - 13.5 The successful bidder shall be notified that product(s) found unacceptable for CPSB's usage will be excluded from any future bid invitation.
- 14.0 **ESTIMATED REVENUE.** The District has estimated revenue of \$80,000.00 for this contract.
- 15.0 **COOPERATIVE AGREEMENTS:** To the extent provided by law in LA R.S. 33, 38 & 39 et seq., the successful vendor may elect to make this contract available to other public agencies that participate in purchasing cooperatives or cooperative purchasing agreements with the Caddo Parish School Board.

The vendor may be required to execute a separate contract with the purchasing cooperative or individual participating public agency. Payment of incentive fees by the vendor to purchasing cooperatives in exchange for contract promotion and participation is the exclusive obligation at the sole discretion of the vendor. The Caddo Parish School Board receives no direct compensation for vendor participation in purchasing cooperatives.

The bidder/proposer agrees to indemnify and hold harmless the Caddo Parish School Board from any disputes arising from contract participation by other agencies participating in purchasing cooperatives or cooperative purchasing agreements. Disputes between a participating public agency and any bidder/proposer that may be awarded any agreement resulting from this solicitation are not the responsibility of the Caddo

**BID NO. 05C-24**

Parish School Board. The exercise of rights of any rights or remedies by the participating public agency or awarded bidder/proposer shall be the exclusive obligation of such party. The Caddo Parish School Board shall not be construed as a dealer, re-marketer, representative, partner, or agent of any bidder/proposer that may be awarded any agreement resulting from this solicitation. Participating public agencies shall be responsible for the ordering of products under any agreement resulting from this solicitation. Payment for products or services and inspections and acceptance of products or services ordered by a participating public agency shall be the exclusive obligation of such procuring party.

The Caddo Parish School Board shall not be obligated, liable or responsible for any order made by any participating public agency or any employee thereof, nor for any payment required to be made with respect to such order. The Caddo Parish School Board makes no representation or guaranty with respect to any minimum purchases by the Caddo Parish School Board or any participating public agency or any employee thereof under any agreement resulting from this solicitation.

Should the vendor elect to make this contract available to participating public agencies, additional delivery charges beyond the immediate Shreveport-Bossier City area may be negotiated with the using agency. All other terms and conditions remain in effect throughout the term of this contract.

Pricing & all other terms & conditions of this bid are automatically extended to Bossier PSB, and DeSoto PSB unless otherwise noted by the vendor.

---

**16.0 DEBARMENT CLAUSE: Before completing the Invitation For Bid Form, please read the following information:**

- 16.1 The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State Department or agency.**
- 16.2 Where the Prospective participant is unable to certify any of the statements in this document, such prospective participant shall attach an explanation to this proposal.**

**CADDO PARISH SCHOOL BOARD  
SHREVEPORT, LA**

**BID PROPOSAL FORM REQUIREMENTS**

**BID TITLE: CONCESSION SERVICES-LEE HEDGES (CADDO) STADIUM**

**REQUIREMENTS OF INSURANCE.** All insurance shall be placed with a company acceptable to the Caddo Parish School Board.

**CERTIFICATE OF INSURANCE.** It shall be the responsibility of the successful bidder to provide evidence of compliance with these insurance requirements either with the bid or within twenty (20) days following award of the bid. The CPSB shall be furnished with certificates evidencing the coverage as required below including naming CPSB as an additional insured with waiver of subrogation on the General Liability Insurance. This contract shall not go into effect until Vendor has furnished the Caddo Parish School Board with a certificate of insurance.

**NOTE:** If any company indicated on the certificate of insurance is not rated by A.M. Best and/or is not admitted to do business in the State of Louisiana, the proposed insurer shall furnish with the certificate of insurance sufficient financial information to permit an evaluation of the insurer’s strength and ability to meet claims that may be filed against the policy coverage.

**COPIES OF THE CERTIFICATE OF LIABILITY SHOULD BE FORWARDED TO CPSB PURCHASING AND CPSB AUDITING DEPARTMENTS.**

**Liability Insurance.**

General Liability Limits:	
Bodily Injury	\$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
Products Liability	\$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
Property Damage	\$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
Additional Insured	Policy shall name Caddo Parish School Board as an additional insured and include a waiver of subrogation in favor of CPSB.

Certificates of the above listed policies shall be filed with the Caddo Parish School Board and CPSB shall be given a ten (10) days notice prior to cancellation, material revision, or intention not to renew. Vendor shall also hold CPSB harmless from any loss or liability whatsoever by vendor’s use of the premises or conduct of business thereon, or condition of the premises caused by the conduct of the vendor’s business.

**TERM OF AGREEMENT.** The contract shall continue from **July 01, 2024 through June 30, 2025** unless otherwise terminated or extended pursuant to the stated provisions.

**RENEWAL OF AGREEMENT.** At the option of either party, the bid and contract may be renewed under the same terms and conditions for four additional one-year periods: **July 01, 2025 through June 30, 2026; July 01, 2026 through June 30, 2027; July 01, 2027 through June 30, 2028; and July 01, 2028 through June 30, 2029.** Renewal requires mutual agreement in writing by both parties.

**SPECIFICATIONS.**

Caddo Parish School Board (CPSB) agrees:

1. To permit vendor concession rights on School Board property located inside and immediately adjacent to Lee Hedges Stadium during CPSB selected events held at said stadium, with the exception being football programs, in which vendor will **NOT** have exclusive concession rights on School Board property located immediately adjacent to Lee Hedges Stadium.
2. To permit vendor to use the areas provided for selling concessions, in an "as is" condition. Also, to permit the storage of excess material in available storage space.
3. To permit vendor to use water, sewage, and electricity with CPSB bearing cost.
4. CPSB will be responsible for all repairs to the facility and any CPSB-owned equipment therein, which are not the result of actions caused by the negligence or misuse of or by the Vendor and/or his employees.
5. To furnish vendor with list of scheduled events to be held at Lee Hedges Stadium, and in addition, to give vendor at least 48 hours prior notice for any unscheduled events or games or rescheduling of the events or games to another field if possible.
6. Vendor shall sell the following items in the size and price indicated, and will sell no other items without the prior written approval of the Caddo Parish School Board Athletic Supervisor.
7. CPSB reserves the right to provide food and beverages to participants of CPSB sponsored events.

20 oz. Bottle Soft Drink	\$3.50
Bottled Water (16-20 oz)	\$3.00
Coffee/Hot Chocolate (8 oz)	\$3.00
PowerAde (16-20 oz)	\$3.50
Hot Dog	\$3.00
Chili Dog	\$4.00
Nachos	\$3.50
Nachos with Chili	\$4.00
Popcorn (minimum 1-1/4 oz)	\$2.50
Snow Cone	\$3.00
Candy	\$2.00
Cup of Ice	\$0.50
Pretzels/Chips	\$3.00

The sale of alcoholic beverages and tobacco products are specifically prohibited in and/or outside all CPSB facilities.

**NOTE:** This contract requires that all beverages be purchased from the designated Caddo Parish School Board beverage contract for Lee Hedges Stadium. Non-compliance with this requirement may result in an immediate cancellation of the contract. The vendor will be responsible for loss of sales incurred by CPSB in the event that the vendor is to be replaced. This will be determined by an average ticket sale amount for the affected time period.

Any request by the Vendor to raise concession prices established in this solicitation must be made in writing to the Caddo Parish School Board Athletic Supervisor at the time of renewal and must be based on increased costs to the Vendor. Verification of these increases shall be furnished to CPSB upon request. Prices are subject to change only by mutual agreement.

## BID NO. 05C-24

Vendor agrees:

1. To provide all necessary equipment.
2. To furnish CPSB with a certificate of insurance showing vendor is covered for bodily injury and products liability (limits \$1 Million/\$2 million) and property damage (limits \$1 Million/\$2 million). Vendor will also hold CPSB harmless from any loss or liability whatsoever by vendor's use of the premises or conduct of business thereon, or condition of the premises caused by the conduct of vendor's business.
3. To provide sufficient fresh, wholesome food as is necessary to reasonably provide refreshments for the spectators attending the event.
4. To thoroughly clean the concession's stands and storage areas within 24 hours after each use and restore same to an orderly and sanitary condition.
5. To comply with all State and City police, fire, safety, and health laws, regulations and ordinances, and to pay all sales taxes and other taxes for which the Vendor may be liable.
6. To personally operate concessions and not assign or sublet this contract without prior written approval of the CPSB Athletic Supervisor. Vendor may use outside individuals to supplement vendor's manpower requirements as needed. The vendor must provide sufficient personnel to supervise and operate the stadium concession facilities at all High School and Middle School Football, High School Soccer and Track events considering that some events will require more personnel than others. Staffing of other events at the discretion of CPSB to be coordinated with the CPSB Athletic Director.
7. Concession receipts shall be reconciled by the Vendor at the end of each event on a form provided by CPSB. This certification form is to be signed by the vendor's designated contact (see #9 below) and submitted to the CPSB Finance Department within seven (7) days after each stadium usage.
8. To deposit all funds derived from sale of concessions into one bank account and make all expenditures of those funds by check from that account.
9. To designate a primary contact that will coordinate with CPSB on all financial matters related to this contract.
10. To maintain financial records on the receipt and disbursement of all concession funds in a manner that is acceptable to CPSB and to provide reasonable internal control of those funds. These records must be maintained for a minimum of five (5) years.
11. To permit CPSB to conduct an audit of all financial records regarding the distribution of funds as set forth herein and as contained in the Schedule of Proceeds hereinafter set forth. The Vendor's accounting records must be made available for audit/inspection by CPSB at all reasonable times.
12. To sell beverage products sold to Vendor through the contract between CPSB and the contracted beverage provider and to allow CPSB to receive all rebates from said provider resulting from Vendor's purchasing of soft drinks for resale pursuant to the contract between the CPSB and approved provider.

The Caddo Parish School Board reserves the right to impose any reasonable regulations for the common safety or cleanliness of the premises. Failure to abide by any of the terms, conditions, or other specifications set forth herein will be sufficient grounds for termination of the contract. In exchange for the right to operate concession, the Vendor shall pay proceeds as specified below to entities listed.

### **NON-PERFORMANCE:**

- a. Failure to deliver the services specified shall be considered a default.
- b. Failure to abide by any of the terms, conditions, or other specifications set forth herein will be sufficient grounds for termination of the contract.
- c. In case of default, CPSB may procure the services from other sources.

**TAX REPORTING:** The successful bidder will be responsible for fully complying with LA State taxation requirements. Reporting and submission requirements for taxes will be negotiated with the successful bidder and verified with the CPSB Auditing department.

BID PROPOSAL FORM

BID TITLE: CONCESSION SERVICES-LEE HEDGES (CADDO) STADIUM

This proposal shall be executed and submitted in accordance with the specifications and all articles and requirements contained herein shall remain and become a part of this contract. Complete all appropriate blank spaces. THE BID **MUST BE SUBMITTED ON THIS FORM.**

The Caddo Parish School Board  
1961 Midway Avenue  
Shreveport, LA 71108

Madam/Gentleman:

It is the intent of this solicitation to obtain bids for the operation of food concession services for all events at Lee Hedges (Caddo) Stadium for the Caddo Parish School Board (CPSB). Said services to be furnished in accordance with the contract resulting from this solicitation and shall completely satisfy the operational needs of Lee Hedges (Caddo) Stadium.

The contract documents shall consist of all parts as attached hereto, any addenda, and if required, the completed and executed Concession Services Contract Agreement.

- a. Bids are to be expressed in term of the **percentage of gross receipts** that the vendor will pay in a manner that satisfies the requirements of the schedule of proceeds specified herein. The percentage bid shall remain firm during all periods of the Contract.
- b. **Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the BIDDER hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the BIDDER.**
- c. In the event of a tie, the following tiebreaker scenario will be in effect:

If one tie bidder is located in Caddo Parish, they will be awarded the contract by tiebreaker. If neither tie bidder is located in Caddo Parish, we will look at the vendor that is located in the State of Louisiana. If one tie bidder is located in the State of Louisiana, they will be awarded the contract by tiebreaker. If neither tie bidder is located in the State of Louisiana, we will flip a coin. If both bidders are located in Caddo Parish, we will flip a coin.

**REFERENCES:** References must be submitted with the bid response. Please provide the contact name, phone number, and email address for at least two (2) organizations that have previously engaged the contractor to perform concession services. If additional space is needed, references may be submitted on a separate sheet of paper. Failure to provide references may result in rejection of the bid.

Reference #1:

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Reference #2:

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

BID PROPOSAL FORM

BID TITLE: CONCESSION SERVICES-LEE HEDGES (CADDO) STADIUM

In accordance with the invitation to bid on the requested services and after having examined the specifications and conditions of the bid solicitation, I/We hereby propose to furnish as specified at the following amount:

PERCENTAGE OF GROSS RECEIPTS TO BE PAID BY VENDOR TO CPSB IN ACCORDANCE WITH THE SCHEDULE OF PROCEEDS SPECIFIED HEREIN

\_\_\_\_\_ %

PERCENTAGE OF GROSS RECEIPTS TO BE RETAINED BY VENDOR IN ACCORDANCE WITH THE SCHEDULE OF PROCEEDS SPECIFIED HEREIN

\_\_\_\_\_ %

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID NUMBER: 05C-24

BID TITLE: CONCESSION SERVICES-LEE HEDGES (CADDO) STADIUM

OPENING DATE: Thursday, March 21, 2024

SEND TO:

**CADDO PARISH SCHOOL BOARD  
Purchasing Department  
1961 Midway Avenue  
Shreveport, LA 71108**

**Attn Bidders:**

**Use this print format on the outside of your envelope when responding to any formal Bids, RFPs, or RFQs.  
We do not accept fax or electronic bid responses (EXCEPT THROUGH BID EXPRESS) for any formal Bids, RFPs, or RFQs.**