



Frank J. Jabbia
Superintendent

Steve E. Alfonso, Jr.
Assistant Superintendent

Michael J. Cossé
Assistant Superintendent

Kimberly B. Gardner
Assistant Superintendent

Jeanne B. McCurley, Ph.D.
Assistant Superintendent

District	Board Members
5	C. Brandon Harrell, President
10	Ron Bettencourt, Vice President
1	Matthew E. Greene
2	Elizabeth B. Heintz
3	Michael J. Dirmann
4	Stephen J. "Jack" Loup, III
6	Michael C. Nation
7	Isabelle Moore
8	Michael E. Winkler
9	Gia R. Baker
11	Tammy W. Lamy
12	Richard "Rickey" Hursey, Jr.
13	James Braud
14	Dennis S. Cousin
15	Lisa M. Page

September 28, 2022

Dear Vendor:

The St. Tammany Parish School Board, Child Nutrition Programs, will receive sealed bids for the 2022-2023 school session on Commodity Processing (3rd Bid Request) of interest to your company. The School Food Service Department feeds approximately 10,000 persons for breakfast and 24,000 persons for lunch each day. The following is attached for your information:

- Certificate of Independent Price Determination (To be filled out and returned with bid)
- Certificate Regarding Debarment/Suspension (To be filled out and returned with bid)
- Certification Regarding Lobbying (To be filled out and returned with bid)
- Disclosure of Lobbying Activities (To be filled out and returned with bid)
- Non-Collusion Statement (To be filled out and returned with bid)
- Buy American Provision Certification Form (To be filled out and returned with bid)
- Contract Provisions for Procurement Contracts
- Sales Tax Information
- School Calendar
- List of Schools/Locations/Managers/Telephone Numbers
- General Rules, Instructions and Conditions
- Specifications/Bid Form (Note that specific brand(s) have been approved. Bidding on brands which are NOT on the Approved Brand List is a wasted bid, for ONLY these approved brands will be considered.) It is the responsibility of the vendor to submit new items for approval testing prior to the bid opening.)

The bid opening will be held at the St. Tammany Parish School Board Office, 321 N. Theard Street, Covington, Louisiana at 2:00 p.m. on Monday, October 17, 2022. You are invited to attend. If you have any questions, please do not hesitate to contact our office.

Sincerely,


Jennifer Montz, Director
Child Nutrition Program

JM:smt

Attachments

Learning to Last a Lifetime.®

Prototype **Certificate of Independent Price Determination**

Both the school food authority and the Vendor (offeror) shall execute this Certificate of Independent Price Determination.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Name of Vendor)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> St. Tammany Parish School Board (Name of School Food Authority)
--	---

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Vendor certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of Vendor's Authorized Representative	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Title	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
--	---	--

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of School Food Authority's Authorized Representative	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Title	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
---	---	--

Note: Accepting a bidder's offer does not constitute award of the contract.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017, subpart c- Responsibilities of Participants. The regulations were published in the November 26, 2003, Federal Register (pages 66534-66566). Copies of the regulations may be obtained by contacting the Department of Agriculture.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED NSTRUCTIONS)

- (1) The prospective lower tier 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 department or agency.

- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS TO BIDDERS FOR COMPLETING CERTIFICATION FORM

NOTE: Each responsive bidder must include this certification statement with its bid on each contract equaling or exceeding \$25,000 or any contract for audit services regardless of amount.

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 U. S. Department of Agriculture regulations 7 CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form 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 with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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.
9. Except for transactions authorized under Paragraph 5 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE
AGREEMENTS

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 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

By _____ Date: _____
 (Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
 (Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
 Name of Grantee

 Title of Grant Program

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See attached for public burden disclosure)

1. Type of Federal Action: (enter letter of choice) <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: (enter letter of choice) <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier __, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	6. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Amount of Payment <input type="checkbox"/> <i>(check all that apply):</i> \$ _____ actual _____ planned _____	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This Disclosure of Lobbying Activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; contract, grant, or loan award number; application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

NON-COLLUSION STATEMENT

The Antitrust Division of the United States Department of Justice seeks to prevent collusion, expose monopolies, and preserve competition in public purchasing. Collusion occurs when providers of the same goods or services get together and agree to fix or set prices. In procurement, it is the most commonly known as "price-fixing" or "bid-rigging."

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

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any unlawful act of collusion, no attempt has been made to induce any other person or vendor to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above stated statement is accurate under penalty of perjury.

Name of Firm

Complete Address of Firm

Telephone Number

Signature of Authorized Representative

Typed Name of Authorized
Representative

Title of Authorized Representative

Date

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name: St. Tammany Parish School Board

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor **must include all food products bid by the company that do not meet the definition of "domestic".** **This document must be included as a part of the Amendment.** If needed, this document can be copied if vendor needs to add additional food items.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
<input type="checkbox"/>	1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
<input type="checkbox"/>	2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below.

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
-------------------	--

<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div>	<p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$_____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$_____/_____ Price of Non-Domestically Grown Product Per Unit</p>
--	--

<p>_____</p>	<p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$_____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$_____/_____ Price of Non-Domestically Grown Product Per Unit</p>
<p>_____</p>	<p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$_____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$_____/_____ Price of Non-Domestically Grown Product Per Unit</p>
<p>_____</p>	<p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$_____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$_____/_____ Price of Non-Domestically Grown Product Per Unit</p>

_____	<p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$_____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$_____/_____ Price of Non-Domestically Grown Product Per Unit</p>
-------	--

By signing this document, the vendor is certifying that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality or the vendor has provided sufficient documentation for the SFA to determine whether or not the cost of the U.S. product is significantly higher than the non-domestic product.

Company Name: _____

Signature: _____ Title: _____

Date: _____

The SFA has researched all items the vendor is proposing to use that are non-domestic and determined that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality or that the cost of the U.S. product is significantly higher than the non-domestic product and is approving the use of the non-domestic product. The following website for the Agricultural Marketing Service can provide guidance to the SFA in determining if domestic products are available <https://www.ams.usda.gov/market-news/fruits-vegetables>.

SFA Name: St. Tammany Public Schools

Approval from Authorized Representative (Print Name): Jennifer Montz

Approval from Authorized Representative (Signature): _____

Title: SFS Supervisor Date: _____

ATTENTION VENDOR: RETURN WITH YOUR BID

Child Nutrition staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.

ST. TAMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA
REQUIRED CONTRACT PROVISIONS FOR PROCUREMENT
CONTRACTS IN CHILD NUTRITION PROGRAMS

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Required Contract Provisions from 2 CFR Part 200

1. **Procurement of recovered materials-** A non-Federal entity that is a state agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)

2. The vendor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321).

Other Contract Provisions

1. The vendor shall comply with the following **civil rights laws**, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.

Required Contract Provisions from 7 CFR Part 210

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include the:

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

The SFA will include the "BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES in all procurements (attached).

The vendor must identify all food products bid by the Company that do not meet the definition of "domestic" on this document. In the event the SFA receives a bid from a vendor that does not include this Information, the SFA is to consider the bid non-responsive.



FRANK J. JABBIA
Superintendent

321 N. Theard St.
Covington, LA 70433
985.892.2276 • Fax 985.898.3267

September 28, 2022

TO: All Vendors

RE: Sales/Use Taxes

Dear Vendor:

Effective September 1, 1991, House Bill No. 1139 enacts Revised Statute 47:301(8)(c) which states "For purposes of the payment of the state sales and use tax and the sales and use tax levied by any political subdivision, "person" shall not include this state, any parish, city and parish, municipality, district, or other political subdivision thereof, or any agency, board, commission, or instrumentality of this state or its subdivisions".

The Louisiana Department of Revenue and Taxation has released their interpretation of Act 1029 of 1991. Effective September 1, 1991, all purchases made by school boards and all schools using funds generated by the school are exempt from state and local sales/use tax. Purchases by booster clubs and PTAs are not exempt from sales tax.

If you have any questions regarding this memo, please contact the Purchasing Department at this office (985) 898-3224.



2022-2023 DISTRICT CALENDAR

Updated 4/26/22

'22	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER
	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
'23	DECEMBER	JANUARY	FEBRUARY	MARCH
	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
	APRIL	MAY	CALENDAR LEGEND Smart Start Day: A-H Smart Start Day: I-Q Smart Start Day: R-Z Last Day of School Schools Closed (Holiday) 1/2 Day for Students	
	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31		
	TESTING DATES November 29 - December 16 March 7 - March 17 April 25 - May 18 April 18 - May 18 April 26 - May 2		LEAP 2025 Testing Window (Grades 9-12) ACT Testing Window (Grade 11) LEAP 2025 Testing Window (Grades 4-8) LEAP 2025 Testing Window (Grades 9-12) LEAP 2025 Testing Window (Grade 3)	

IMPORTANT DATES

Aug. 1-4	Teachers' Professional Development	Dec. 19-30	Winter/Christmas Break*
Aug. 5	Teachers' Day	Jan. 2	School Re-Opens
Aug. 8	Smart Start Day: 1/3 Students Report (A-H)	Jan. 16	Dr. Martin Luther King Jr. Holiday*
Aug. 9	Smart Start Day: 1/3 Students Report (I-Q)	Feb. 20-24	Mardi Gras Holidays*
Aug. 10	Smart Start Day: 1/3 Students Report (R-Z)	March 10	End of Third Grading Period
Sept. 5	Labor Day Holiday*		1/2 Day Record Keeping, 1/2 Day Students
Sept. 30	Parish Fair Day*	April 7-14	Spring/Easter Break**
Oct. 7	End of First Grading Period	May 18	Last Day of School
	1/2 Day Record Keeping, 1/2 Day Students		End of Fourth Grading Period
Nov. 8	Election Day, No School		End of Second Semester
Nov. 21-25	Thanksgiving Holidays*		1/2 Day for Students, 1/2 Day Record Keeping
Dec. 16	End of Second Grading Period	May 19	Teachers' Day
	End of First Semester		
	1/2 Day Record Keeping, 1/2 Day Students		

The School Board requires an appropriate program for Veterans' Day (Nov. 11). School Administrators are asked to avoid scheduling activities on the following days when possible (observance begins at sundown the day before the date listed): Sept. 26 (Rosh Hashanah); Oct. 5 (Yom Kippur)

* In case of emergency, student make-up days will be taken from existing holidays in the above schedule.

** It is understood should state testing conflict with the proposed Easter/Spring Break holiday that the Easter/Spring Break holiday will be adjusted accordingly.

SCHOOL NAME	ADDRESS	MANAGER/PHONE #	EMAIL
10 <i>PreK-3</i> Abita Springs Elementary	22410 Level Street Abita Springs, LA 70420	Heidie Rodrigue 985-893-0013	Heidie.Rodrigue@stpsb.org
01 <i>4-6</i> Abita Springs Middle	72079 Maple Street Abita Springs, LA 70420	Connie Yevcinez 985-892-3569	Cornelia.Yevcinez@stpsb.org
02 <i>1-5</i> Abney Elementary	825 Kostmayer Avenue Slidell, LA 70458	Angele Helmstetter 985-643-2242	Angele.Helmstetter@stpsb.org
03 <i>PreK-5</i> Alton Elementary	38276 North 5th Avenue Slidell, LA 70460	Takenya Collins (TK) 985-863-7820	Takenya.Collins@stpsb.org
04 <i>4-6</i> Bayou Lacombe Middle	27527 St. Joseph Strett Lacombe, LA 70445	Dionne Harrell 985-882-5969	Dionne.Harrell@stpsb.org
43 <i>PreK-3</i> Bayou Woods Elem.	35614 Liberty Drive Slidell, LA 70460	Wanda Smith 985-641-1970	Wanda.Smith@stpsb.org
05 <i>K-6</i> Bonne Ecole Elementary	900 Rue Verand Slidell, LA 70458	Kris Lairsey 985-643-7876	Kris.Lairsey@stpsb.org
06 <i>7-8</i> Boyett Junior High	59295 Rebel Drive Slidell, LA 70461	Melanie Concepcion 985-643-8533	melanie.concepcion@stpsb.org
07 <i>PreK-5</i> Brock Elementary	259 Brakefield Street Slidell, LA 70458	Paula Frey 985-661-2925	Paula.Frey@stpsb.org
09 <i>4-6</i> Carolyn Park Middle	35708 Liberty Drive Slidell, LA 70460	Sharlene Fogarty 985-643-8353	Sharlene.Fogarty@stpsb.org
11 <i>PreK-3</i> Chahta-Ima Elementary	27488 Pichon Road Lacombe, LA 70445	Teresa Crawford 985-882-7600	Teresa.Crawford@stpsb.org
08 <i>4-8</i> Clearwood Junior High	130 Clearwood Drive Slidell, LA 70458	Pamela Penton 985-641-8681	Pamela.Penton@stpsb.org
12 <i>PreK-3</i> Covington Elementary	325 S. Jackson Street Covington, LA 70433	Cecinda Collum 985-892-8229	Cecinda.Collum@stpsb.org
13 <i>9-12</i> Covington High	73030 Lion Drive Covington, LA 70433	Stacey Doescher 985-892-2407	Stacey.Doescher@stpsb.org
55 <i>6-8</i> Creekside Junior High	65434 Highway 41 Pearl River, LA 70452	Darlene Myers 985-863-7812	Darlene.Myers@stpsb.org
38 <i>PreK-1</i> Cypress Cove Elem.	540 S. Military Road Slidell, LA 70461	Donna Esperance 985-641-8334	Donna.Esperance@stpsb.org
16 <i>PreK-8</i> Fifth Ward Junior High	81419 Highway 21 Bush, LA 70431	Lisa Ballard 985-886-3471	Lisa.Ballard@stpsb.org
17 <i>PreK-6</i> Florida Avenue Elem.	342 Florida Avenue Slidell, LA 70458	Shannon Stevens 985-643-3297	Shannon.Stevens@stpsb.org
18 <i>PreK-5</i> Folsom Elementary	82144 Highway 25 Folsom, LA 70437	Diedra Woodson 985-796-5888	Deidre.Woodson@stpsb.org
19 <i>6-8</i> Folsom Junior High	83055 Hay Hallow Road Folsom, LA 70437	Angela Keys 985-796-5557	Angela.Keys@stpsb.org
46 <i>9-12</i> Fontainebleau High	100 Bulldog Drive Mandeville, LA 70471	Rachelle Brady 985-893-2407	Rachelle.Brady@stpsb.org
51 <i>7-8</i> Fontainebleau Jr. High	100 Hurricane Alley Mandeville, LA 70471	Vivian Jenkins 985-875-7672	Vivian.Jenkins@stpsb.org
47 <i>2-3</i> Honey Island Elementary	500 S. Military Road Slidell, LA 70461	Allyson Bobal 985-641-6932	Allyson.Bobal@stpsb.org
54 <i>4-6</i> Lake Harbor Middle	1700 Viola Street Mandeville, LA 70448	Jodie Martin 985-674-3482	Jodie.Martin@stpsb.org
110 <i>9-12</i> Lakeshore High	26301 Highway 1088 Mandeville, LA 70448	Kathie James 985-624-5046 ext-7	Katherine.James@stpsb.org
118 <i>3-5</i> Lancaster Elementary	133 Pine Creek Drive Madisonville, LA 70447	Beverly Fleming 985-792-5376	Beverly.Fleming@stpsb.org
21 <i>PreK-8</i> Lee Road Junior High	79131 Highway 40 Covington, LA 70435	Stacie Prats 985-892-8811	Stacie.Prats@stpsb.org
20 <i>4-6</i> Little Oak Middle	59241 Rebel Drive Slidell, LA 70461	Wendy Sonnier 985-643-8647	Wendy.EspongeSonnier@stpsb.org

SCHOOL NAME	ADDRESS	MANAGER/PHONE #	EMAIL
111 PreK-K Little Pearl Elementary	63829 Highway 11 Pearl River, LA 70452	Susan Carswell 985-863-6325	Susan.Carswell@stpsb.org
22 PreK-3 Lyon Elementary	1615 N. Florida Street Covington, LA 70433	Rebecca Pond 985-892-0345	Rebecca.Pond@stpsb.org
23 PreK-2 Madisonville Elementary	317 Highway 1077 Madisonville, LA 70447	Darlene Randolph 985-845-3780	Darlene.Randolph@stpsb.org
24 6-8 Madisonville Junior High	106 Cedar Street Madisonville, LA 70447	Ann Bankston 985-845-7275	Ann.Bankston@stpsb.org
44 2-3 Magnolia Trace Elemen	1405 Highway 1088 Mandeville, LA 70448	Melissa Singletary 985-674-0958	Melissa.Singletary@stpsb.org
25 PreK-3 Mandeville Elementary	519 Massena Street Mandeville, LA 70448	Allyson Sliker 985-626-8127	Allyson.Sliker2@stpsb.org
26 9-12 Mandeville High	#1 Skipper Drive Mandeville, LA 70471	Monica Brown 985-626-7401	Monica.Brown@stpsb.org
27 7-8 Mandeville Junior High	639 Carondelet Street Mandeville, LA 70448	Jessica Bowers 985-626-4059	Jessica.Bowers@stpsb.org
45 4-6 Mandeville Middle	2525 Soult Street Mandeville, LA 70448	Shan James 985-626-5909	Shan.James@stpsb.org
107 PreK-1 Marigny Elementary	1715 Viola Street Mandeville, LA 70448	Denise Bangs 985-674-3016	Denise.Bangs@stpsb.org
108 PreK-6 Mayfield Elementary	31820 Highway 190 W Slidell, LA 70460	Tracey Marter 985-643-5506	Tracey.Marter@stpsb.org
56 7-8 Monteleone Jr. High	63000 Blue Marlin Drive Mandeville, LA 70448	Doreen Doughty 985-951-8867	Doreen.Doughty@stpsb.org
30 9-12 Northshore High	100 Panther Drive Slidell, LA 70461	Diane Darce 985-641-6261	Diane.Darce@stpsb.org
29 9-12 Pearl River High	39110 Rebel Lane Pearl River, LA 70452	Michelle Penton 985-863-2620	Theresa.Penton@stpsb.org
32 4-6 Pine View Middle	1200 W. 27th Avenue Covington, LA 70433	Anitra Batiste 985-892-7094	anitra.batiste@stpsb.org
39 7-8 Pitcher Junior High	415 S. Jefferson Avenue Covington, LA 70433	Lynda Reynier 985-892-6152	Lynda.Reynier@stpsb.org
41 PreK-3 Pontchartrain Elementary	1500 W. Causeway App. Mandeville, LA 70471	Amy Ducree 674-0983 ext. 8188	Amy.Ducree@stpsb.org
48 1-5 Riverside Elementary	38480 Sullivan Drive Pearl River, LA 70452	Tina Guillory 985-863-2017	Tina.Guillory@stpsb.org
33 6-8 St. Tammany Jr. High	701 Cleveland Avenue Slidell, LA 70458	Donna Naquin 985-641-1037	Donna.Naquin2@stpsb.org
34 9-12 Salmen High	300 Spartan Drive Slidell, LA 70458	Laramie McLain 985-643-8433	laramie.mclain@stpsb.org
35 PreK-5 Sixth Ward Elementary	72360 Highway 41 Pearl River, LA 70452	Annell Dugas 985-863-2172	Evelyn.Dugas@stpsb.org
36 9-12 Slidell High	#1 Tiger Drive Slidell, LA 70458	Kelly Renaud 985-643-2832	Kelly.Renaud@stpsb.org
37 7-8 Slidell Junior High	333 Pennsylvania Avenue Slidell, LA 70458	Joyce Bourda 985-643-1316	Joyce.Bourda@stpsb.org
42 4-6 Tchefuncte Middle	1530 W. Causeway Approach Mandeville, LA 70471	Amy Ducree 985-674-0983	Amy.Ducree@stpsb.org
49 PreK-3 Whispering Forest Elem.	300 Spiehler Road Slidell, LA 70458	Bridget Fulton 985-646-2756	Bridget.Fulton@stpsb.org
28 PreK-3 Woodlake Elementary	1620 Livingston Street Mandeville, LA 70448	Christie Lewis 985-626-8747	Christi.Lewis@stpsb.org
700 Adult CJ Schoen	321 N. Theard Street Covington, LA 70433	Jodie Kaine 985-898-6461	Jodie.Kaine@stpsb.org
CO Adult St. Tammany School Bd	321 N. Theard Street Covington, LA 70433	Robert Carswell 985-898-6434	Robert.Carswell@stpsb.org

**ST. TAMMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA**

GENERAL RULES, INSTRUCTIONS AND CONDITIONS

* * * * *

The St. Tammany Parish School Board will receive sealed bids until 2:00 p.m., Monday, October 17, 2022 on Commodity Processing (3rd Bid Request) in accordance with the following instructions and attached specifications.

Bids shall be submitted on the attached bid form(s). All conventional paper bids shall be either hand delivered or sent by registered or certified mail, UPS or FedEx with a return receipt requested to the St. Tammany Parish School Board Office, 321 N. Theard Street, Covington, Louisiana 70433. Each bid shall be sealed in an envelope clearly marked on the outside: **"BID L252 COMMODITY PROCESSING (3rd Bid Request) – October 17, 2022."** All bids arriving after the scheduled date and hour will be returned unopened to the bidders. No bid may be withdrawn for at least thirty (30) days after the scheduled closing time for receipt of bids.

Bidders also have the option to submit bids electronically. Please find bid related materials and place electronic bids at www.centralbidding.com.

At the time set for the opening of bids, their contents will be publicly opened and read aloud for the information of bidders and others properly interested who may be present in person or by representative.

Bid prices shall include all delivery and handling charges to Second Harvest Food Bank of Greater New Orleans & Acadiana, 700 Edwards Avenue, New Orleans, LA 70123. Prices shall be valid upon bid award through April, 2023.

The attached Certification Regarding Debarment/Suspension, Certificate of Independent Price Determination, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Non-Collusion Statement and Buy American Provision Certification Form must be completed and returned with your bid. Failure to comply will cause your bid to be non-responsive.

Successful bidder must consent to and yield to the exclusive venue and jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany, and waive any and all claims of entitlement to removal of any case from this jurisdiction, including any removal to any Federal Court, in connection with any proposal or bid.

Sales Tax **IS NOT** to be included in your bid price. St. Tammany Parish School Board is exempt from sales tax as provided by LA R.S. 47:301(8)(c). Sales tax exemption only applies to purchases between St. Tammany Parish School Board and the contractor/vendor. Sales tax exemption does not apply to purchases made directly by the contractor/vendor to other companies on behalf of the school board. Those purchases are not sales tax exempt.

The St. Tammany Parish School Board reserves the right to select any part of a bid or the whole bid as well as reject any and all bids.

INSTRUCTIONS AND CONDITIONS

SPECIFICATIONS: Bids must be submitted in strict accordance with the specifications contained herein for each item. If bidder is submitting a bid not conforming to specifications, please indicate on bid form, giving all information needed. All information required on the bid form must be completed. Incomplete forms may be cause for rejection. Where indicated, approved brands will be the **ONLY** items considered. All products delivered shall have been processed and packed in accordance with good commercial practice. All products shall conform in all respects to all application standards promulgated under the Federal Food, Drug and Cosmetic Act in effect at the time of delivery. Containers specified are to be representative of the product to be furnished if awarded the bid. **Failure to furnish all information requested on the bid form, furnish samples and specifications when requested in the bid may result in disqualification of such bid.**

Bidder must provide a statement for every product that is produced in Peanut or Tree Nut Facility.

NOTE: Commodity Processed Food Products, Manufacturer(s) must have a current approved state processing agreement (SPA) with the Louisiana Department of Agriculture and Forestry.

All deliveries shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and amendments thereto and to subsequent decisions of the U.S. Department of Agriculture and also to the laws of the State of Louisiana. Failure to do so will result in removal from future bid consideration. Unless otherwise stated, items offered must be of the current year's pack. All items are subject to final acceptance at the point of delivery.

GRADES: Grades are based on standards established by the U.S. Department of Agriculture, Productions and Marketing Administration.

SIZE/PACK: The size stated in the specifications represents the approximate size desired. **Actual pack, size, etc. shall be clearly stated on the bid form by the vendor.** Portion control products shall be packaged in cartons to weigh amount specified in the detailed requirements.

PACKAGING: All items must be processed, prepared and packaged under modern sanitary conditions in accordance with good commercial practice. Each item must be properly labeled with the name of the product, the brand name and the packer's name. The processor must ensure that all end product labels meet federal labeling requirements.

Meat products shall be wrapped, packed and covered in conventional packages of standard material, in good clean condition so that contents are protected.

Frozen products shall be thoroughly frozen to an internal temperature not higher than 10°F in accordance with good commercial practice. Frozen fruits and vegetables shall be packed in containers in accordance with good commercial practice. Containers shall be plainly marked with the name of the product, the packer or distributor and the net weight. Containers shall be in good condition at the time of delivery. Products shall be completely frozen at the time of delivery and show no evidence of refreezing. Shipments which contain any unfrozen areas will be rejected.

All frozen fruits and vegetables will be purchased on a weight basis by the pound, unless otherwise Indicated. Bids may be submitted on other comparable sized packages as the awards will be made on a unit price basis.

Unless otherwise stated, items offered must be of the current year's pack and under proper refrigeration and must have a potential shelf life of two months.

INSPECTION AND TESTS: Inspection shall be made by or at the direction of the School Food Service Department. Any article(s) that are defective or fail in any way to meet specifications or other requirements of the bid may be rejected. The responsibility and expense of the inspection shall be carried by the vendor if article(s) fail in any way to meet specifications and other requirements. The School Food Service Department shall pay expenses of any inspection if the article(s) meet specifications or other requirements.

"OR EQUAL": Before a new item or brand is to be considered, a sample must be submitted to the School Food Service Department to be tested and evaluated as to "equal quality" in comparison to the approved brand list. All testing will be done in March and October. Vendors must contact the St. Tammany Parish School Food Service Department, Robert Carswell at (985) 273-3208 for more information regarding product testing.

BUY AMERICAN PROVISION REQUIREMENTS: The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U. S. substantially using agricultural commodities that are produced in the U. S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. All food items (except for pineapple, mandarin oranges and tuna) must be of domestic origin. Pineapple can be imported from the following areas only: Hawaii, Philippines, Thailand and Indonesia. Tuna can be imported from Ecuador.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

- A. Alternative substitute (s) that are domestic and meet the required specifications:
 - 1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 - 2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

The request must include the:

- 1. Price of the domestic food alternative substitute
- 2. Availability of domestic alternative substitute and quantity
- 3. Reason for exception: limited/lack of availability or price (price must be included)
- 4. Prices must include:
 - i. Price of the domestic food product; and
 - ii. Price of the non-domestic product that meets the required specification of the domestic product

The "**Buy American Provision Certification Form For Food Purchases**" must be completed and returned with your bid. The vendor must identify all food products bid by the Company that do not meet the definition of "domestic" on this document. **In the event the St. Tammany Parish School Board receives a bid from a vendor that does not include this Information, the STPSB is to consider the bid non-responsive.**

BID PRICE: Bid prices shall include all delivery and handling charges to **Second Harvest Food Bank of Greater New Orleans & Acadiana, 700 Edwards Avenue, New Orleans, LA 70123**. Bids must be submitted on the attached bid form.

CLARIFICATION OF BID: St. Tammany Parish School Board reserves the right to obtain clarification of a vendor's bid or to obtain additional information necessary to properly evaluate their bid. Failure of a vendor to respond, within forty-eight (48 hours), to such a request for additional information or clarification may result in rejection of the vendor's bid.

ERRORS: Errors and corrections in bid price or in preparation of bid must be initialed by bidder in ink.

TIE BIDS: In the event of a tie bid, bid award will be decided by the flip of a coin.

LOWEST RESPONSIBLE BIDDER: Awards will be made to the lowest bidder whose bid conforms to the specifications provided, the Value Pass-Through method of Fee for Service and consideration given to qualities of the article(s); the purpose for which the article(s) are required; time required for delivery; and approved brands where indicated.

INSPECTION OF WAREHOUSE/FACILITY: The St. Tammany Parish School Board reserves the right to conduct a site visit/inspection of the low bidder's warehouse/facility before making an award.

BID AWARDS: Bid will be awarded on an "**Item by Item**" basis.

NOTICE OF ACCEPTANCE: Written notice of the bid award, mailed to the address given on the vendor's bid, will be considered sufficient notice of the acceptance of bid.

BID or RFP PROTEST PROCEDURES: Any protest to the award/rejection of a bid or proposal must be submitted in writing to Tiffany Carrasco, Supervisor of Purchasing, 321 N. Theard Street, Covington, LA 70433 within one (1) week from receipt of award/rejection letter.

ORDERS FOR FOOD: Food Orders, shall originate from the school food service department at **Central Office**. In no event shall delivery be made without proper authorization from the **Central Office**. Only orders for St. Tammany Parish School Board use with payment of all invoices to be made using School Board funds shall be allowed. Selling to individual school employees shall be cause for the immediate cancellation of all items awarded to the violating vendor. The next low bidder(s) will then be awarded these items.

DELIVERIES: The bidder must agree to deliver to Second Harvest Food Bank of Greater New Orleans & Acadiana, 700 Edwards Avenue, New Orleans, LA 70123. Brand and code (if applicable) stated by vendor on the bid form must be the brand and code delivered. No substitutions are allowed without prior approval from School Food Service Department. Items requiring refrigeration shall maintain a maximum internal temperature of 10° for frozen items, 40° for refrigerated items. Refrigerated and frozen foods shall be delivered in refrigerated trucks.

NOTE: Anticipated delivery months include November 2022 through April 2023.

All deliveries are to be made within the operational hours of Second Harvest Food Bank of Greater New Orleans & Acadiana. A tentative delivery schedule will be sent to the successful bidder.

NOTE: Successful bidder must provide a BOL (bill of lading) upon delivery.

WEIGHT CHECKING: Deliveries shall be subject to re-weighing on an official scale.

INABILITY TO DELIVER AWARDED ITEM: The vendor should give IMMEDIATE NOTICE to the School Food Service Department, Robert Carswell, (985) 273-3208 and Second Harvest Food Bank of Greater New Orleans & Acadiana, Elisha Darcey, (504) 729-2835, of inability to deliver.

DEFAULT TO DELIVER AND PRICE CORRECTION: The School Food Service Department reserves the right to cancel that portion of the order which the vendor has failed to deliver at the time specified. Vendor is responsible for issuing a credit memo or corrected invoice.

FOOD SAFETY: Vendor must comply with all federal, state and local laws and all government and company food safety regulations and requirements. Vendor should adhere to a written food safety plan such as an HACCP- Hazard Analysis Critical Control, SSOP- Sanitation Standardized Operating Procedures or GMP- Good Manufacturing Practices. St. Tammany Parish School Board reserves the right to request a copy of vendors standardized procedures for sanitation or a written Letter of Guarantee from vendor indicating they follow either a HACCP plan or GMP.

RECALL PROVISION: The awarded vendor shall provide a copy of their recall procedures as well as contact information for the persons responsible for handling food recalls.

All recall notices are to be provided to both of the following persons:

- Jennifer Montz, Director of Child Nutrition, St. Tammany Parish Public Schools Phone: 985-898-3371 Fax: 985-898-6499, Email: Jennifer.Montz@stpsb.org
- Robert Carswell, Procurement Manager, St. Tammany Parish Public Schools Phone: 985-898-6434, Fax: 985-273-3208, Email: Robert.Carswell@stpsb.org
- Elisha Darcey, Second Harvest Food Bank of Greater New Orleans & Acadiana, Phone: (504) 729-2835, Fax: 504-733-8336, Email: edarcey@secondharvest.org

When USDA Foods diverted for processing are involved in a recall, the Processor is responsible for maintaining records of all consignees in order to trace the further distribution of their products. They are also responsible for notifying their consignees about the recall and should do so quickly.

Processors are responsible for keeping accurate production records in order to identify commingled products and substituted products. For example, a processor must be able to report if USDA Foods were substituted with commercially purchased foods.

All records must be retained for three years following the end of the federal fiscal year (September 30). In the event of a USDA Foods recall, if a reimbursement claim has not been resolved by the end of the three-year period, records must be retained until the claim is resolved.

TERMINATION FOR CAUSE: Failure to deliver products, which don't meet specifications, may result in the re-awarding of the item to the second lowest bidder and to charge the successful bidder with the cost in excess of the contract price. Repeated failures to not make delivery in accordance with specifications will result in disqualification of vendor until such time as he furnishes satisfactory evidence that he can fulfill future obligations. Failure to render prompt service will be reported to the School Food Service Department, which will ascertain the reason for such services and use it as a consideration in making subsequent awards. Restrictions on dollar amount or delivery location will disqualify a bid.

TERMINATION OF CONTRACT: If the successful bidder fails to comply with the bid specifications, the St. Tammany Parish School Board will give thirty (30) days written notice to the successful bidder to render satisfactory service. At the expiration of thirty (30) days, if the unsatisfactory conditions have not been corrected, The St. Tammany Parish School Board reserves the right to cancel the contract and to secure Commodity Processing from another source.

TERMINATION FOR CONVENIENCE: The St. Tammany Parish School Board may terminate a contract, in whole or in part, whenever the School Board determines that such termination is in the best interest of the School Board, upon 30-day written notice to the vendor. The vendor will be paid for the work performed. The vendor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination or any costs incurred such as storage and truck rental.

COST/PRICE ANALYSIS: The estimated value of this bid is \$85,000 on Beef. This is an estimated value and St. Tammany Parish will not be held to this dollar value.

FUNDING: The St. Tammany Parish School Food Service Program is funded fifty (50) percent with federal funds for a total of approximately \$22 million per year.

RECORD RETENTION: St. Tammany Parish School Food Service and awarded vendors must maintain all required books, records and other documents relative to the award of the contract for three (3) years after final payment and all other pending matters (audits) are closed. These records will include, but are not necessarily limited to the following: invoices, specifications, Buy American requirements, advertisements, contractor selection or rejection and contracts including prices.

INVOICES: Invoices must contain complete product information (i.e. brand name, packaging information). All illegible or incorrect invoices will be returned for re-working without penalty to the School Food Service Department. Legible invoices for the items delivered and accepted shall be submitted to Robert Carswell, Procurement Manager, St. Tammany Parish Public Schools, 321 N. Theard Street, Covington, LA 70433. Manager will sign all invoices acknowledging merchandise delivered for cafeteria use. Merchandise will be checked for quantities, prices and specification compliance. If discrepancies occur, a corrected invoice must be sent to the School Food Service Department.

STATEMENTS/PAYMENT: Statements shall be submitted to the St. Tammany Parish School Board, 321 N Theard Street, Covington, LA 70433, Attention: Robert Carswell, for one (1) calendar month of deliveries. Ship dates and invoice dates are not to be used as delivery dates. Payment will be due 30 days from date of statement. Monthly statements shall be submitted in duplicate on the vendor's regular form, to include the last school day of each calendar month. A statement must include; invoice number and amount owed per invoice.

In addition to the bid form, the attached forms MUST be completed, signed and returned with the bid form for the bid to be considered.

1. Certificate of Independent Price Determination
2. Certificate Regarding Debarment/Suspension
3. Certificate Regarding Lobbying
4. Disclosure of Lobbying Activities
5. Non-Collusion Statement
6. Buy American Provision Certification Form
7. Completed Bid Form
8. Nutritionals and CN Label or Product Formulation Statement

Non-Discrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center @ (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at **(800) 877-8339**.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be found online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9922, or write a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. fax: [\(202\) 690-7442](tel:(202)690-7442);

3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

Commodity Processing Bid Form (3rd Bid Request)

1. **#9930 - Beef: Patty:** frozen, flame grilled, fully cooked beef patty; each patty must provide a minimum 2 oz. meat/meat alternate; **Nutritionals and CN Label or Product Formulation Statement Required.**

Proposed Brand(s): Tyson / AdvancePierre #69097 or prior approved equal

Estimated Pounds for Diversion: 37,504

Product Description	
Brand	
Manufacturer Item No.	
Commodity item to divert-USDA code	USDA No. 100154 - Course Ground Beef
DF Pounds to produce one case	
Case weight	
No. of servings per case	
Serving size (ea./wt.)	pc/sv total wt/sv
No. of meat/meat alternate per serving	
Processing fee per case	
Minimum Case/Weight per Drop	
NOTE: Submit copy of CN label OR product formulation statement with letter of guarantee	

BID SUBMITTED BY:

Name of Company

Date of Bid

Mailing Address

Typed Name of Representative

City, State, Zip Code

Signature of Representative

Telephone Number

Email Address of Representative