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Steve E. Alfonso, Jr. Assistant Superintendent

Kimberly B. Gardner Assistant Superintendent

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District

9 Gia R. Baker10 Deborah McCollum

11 Tammy W. Lamy
12 Michelle Hirstius

14 Dennis S. Cousin

15 Michelle Ruffino Gallaher

August 16, 2023

Dear Vendor:

The St. Tammany Parish School Board, Child Nutrition Programs, will receive sealed bids for the 2023-2024 school session on Fresh fruits, vegetables and eggs 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)
- <u>Certificate Regarding Debarment/Suspension (To be filled out and returned with bid)</u>
- Certification Regarding Lobbying (To be filled out and returned with bid)
- <u>Disclosure of Lobbying Activities</u> (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
- Copy of Advertisement for Bids
- Sales Tax Information
- School Calendar
- Bid Cycles for the 2023-2024 fiscal year
- List of Schools/Locations/Managers/Telephone Numbers
- General Rules, Instructions and Conditions
- Specifications/Bid Form

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 designated dates. (see Bid Cycle Attachment A)

The Certificate of Independent Price Determination, Certification Regarding Debarment, Certification Regarding Lobbying, Disclosure of Lobbying Activities, Buy American Provision Certification Form and Non-Collusion Statement forms must be submitted only with your initial bid. Bid forms will no longer be mailed to you. Each vendor will be responsible for making copies of the attached blank bid form to use for all bid openings. The bid opening date and bid period must be filled out for each bid. These dates can be found on the attached bid cycles sheet.

Sincerely,

Jennifer Montz, Director Child Nutrition Program

JM:smt

Learning to Last a Lifetime.®

Certificate of Independent Price Determination Page 1 of 1

Prototype Certificate of Independent Price Determination

	the school food authority and the ${f V}$	endor (offeror) shall execute this Certific	cate of Independent Price
	(Name of Vendor)	(Name of School Fo	ood Authority)
(A)	By submission of this offer, the offer as to its own organization, that in cor	ror certifies and in the case of a joint offer, nection with this procurement:	each party thereto certifies
		een arrived at independently, without consectricting competition, as to any matter relator:	
	(2) Unless otherwise required by la knowingly disclosed by the offered	aw, the prices which have been quoted in or and will not knowingly be disclosed by th urement, or prior to award in the case of	e offeror prior to opening ir
		ill be made by the offeror to induce any per	son or firm to submit or no
(B)	Each person signing this offer on bel	nalf of the Vendor certifies that:	
	as to the prices being offered h contrary to (A)(1) through (A)(3)		ot participate, in any action
	decision as to the prices being of as agent for the persons resp participated and will not participated	the offeror's organization responsible with offered herein, but that he or she has been onsible for such decision in certifying thate, in any action contrary to (A)(1) through the or she has not participated, and will nabove.	authorized in writing to ac at such persons have no n (A)(3) above, and as thei
not c convi	urrently under investigation by any cted or found liable for any act p	r, its affiliates, subsidiaries, officers, dire governmental agency and have not in rohibited by State or Federal law in a dding on any public contract, except as f	the last three years beer ny jurisdiction, involving
	ture of Vendor's	Title	Date
In acc	rized Representative cepting this offer, the SFA certifies t jeopardized the independence of the	hat no representative of the SFA has take offer referred to above.	ten any action which may
-	ture of School Food Authority's	Title	Date

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

Date

Certification Regarding Debarment/Suspension Page 1 of 2

Signature

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 INSTRUCTIONS)

Name	and Title of Auth	orized Representativ	re			
Organi	ization Name			PR/Awar	d Number or Projec	ct Name
(2)		spective lower tier p /e participant shall at				ts in this certification,
(1)	are presently de		proposed for de	ebarment, declar	ed ineligible, or vol	her it nor its principals untarily excluded from

INSTRUCTIONS TO BIDDERS FOR COMPLETING CERTIFICATION FORM

NOTE: Each responsive bidder must include this certification statement with it's 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 EXCEEDING \$100,000 IN FEDERAL FUNDS

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

- 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.

Name and Address of Vendor		-
Title of Submitting Official		_
By(Signature of Official (Executive Director) Authorized to Sign Applicatio	Date: on)	

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See attached for public burden disclosure)

1. Type of Federal Action:	2. Status of Fed		3. Report Type:				
(enter letter of choice) a. contract	(enter letter o	of choice)	a. initial filing b. material change				
b. grant	a. bid/offer/ap	-	For material change only:				
c. cooperative agreement	b. initial awar		Year quarter				
d. loan	c. post-award		Date of last report				
e. loan guarantee							
f. loan insurance		T =					
4. Name and Address of Reporting	Entity:		g Entity in No. 4 is Subawardee, Enter				
Prime Subaware		Name and A	Address of Prime:				
Tier, if known	<i>i</i> :						
Congressional District, if known:			onal District, if known:				
6. Federal Department/Agency:		6. Federal Pr	ogram Name/Description:				
			nber, <i>if applicable</i> :				
8. Federal Action Number, if known:			ount, if known:				
		\$					
10. a. Name and Address of Lobbyin			Performing Services (including address if				
(if individual, last name, first no	ame, MI):	different from	n No. 10a) est name, MI):				
		(tast name, fit	st name, M1).				
11. Amount of Payment (check all that ap	ply):	13. Type of	Payment (check all that apply):				
\$ actual	planned	a. retaine	er b. one-time fee				
12. Form of Payment (check all that	apply):						
a. cash		c. commission d. contingent fee					
		e. deferred					
b. in-kind; specify: nature		f. other; specify:					
value							
14. Brief Description of Services Perforn	ned or to be Performe	d and Date(s) of Se	rvice, including officer(s), employee(s),				
or Member(s) contacted, for Paymen	t Indicated in Item 11	:					
·	Attach Continuation She		ecessary)				
15. Continuation Sheet(s) SF-LLL-A atta 16. Information requested through this fo		s No					
Title 31 U.S.C. Section 1352. This Disclose	ure of Lobbying	Signature:					
Activities is a material representation of f							
reliance was placed by the tier above whe was made or entered into. This disclosure	n this transaction is required	Print Name:					
pursuant to 31 U.S.C. 1352. This information	tion will be reported	Title					
to the Congress semi-annually and will be		11110.					
inspection. Any person who fails to file th disclosure shall be subject to a civil penal		Telephone No.:	Date:				
\$10,000 and not more than \$100,000 for e							
Federal Use Only			ocal 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

Authorized for Local Reproduction Standard Form – LLL-A

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.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

FRESH FRUITS, VEGETABLES & EGGS (2ND BID REQUEST)

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	
Talankana Numahan	
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 <u>over</u> 51% of the food component, by weight or volume, from U.S. origin.

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

		VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)								
	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.									
	 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 F	OOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.								
		This product includes % U.S. Content. The product is grown in								
		\Box The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.								
		OR								
		\square The cost of the U.S. product is significantly higher than the non-domestic product.								
		List prices and unit pack size below for item to be considered:								
		\$/ Price of Domestic or U.S. Grown Product Per Unit								
		\$/ Price of Non-Domestically Grown Product Per Unit								

FRESH FRUITS, VEGETABLES & EGGS (2ND BID REQUEST)

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

FRESH FRUITS, VEGETABLES & EGGS (2ND BID REQUEST)

	This product includes % U.S. Content. The product is grown in
	☐ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.
	OR
	\Box The cost of the U.S. product is significantly higher than the non-domestic product.
	List prices and unit pack size below for item to be considered:
	\$/ Price of Domestic or U.S. Grown Product Per Unit
	\$/ Price of Non-Domestically Grown Product Per Unit
and reasonably available quidetermine whether or not t	he vendor is certifying that the product is not produced or manufactured in the U.S. in sufficient uantities of satisfactory quality or the vendor has provided sufficient documentation for the SFA to the cost of the U.S. product is significantly higher than the non-domestic product.
	Title:
Date:	
not produced or manufactures of the U.S. product is sproduct. The following web	items the vendor is proposing to use that are non-domestic and determined that the product is used in the U.S. in sufficient and reasonably available quantities of a satisfactory quality or that the ignificantly higher than the non-domestic product and is approving the use of the non-domestic posite for the Agricultural Marketing Service can provide guidance to the SFA in determining if lable https://www.ams.usda.gov/market-news/fruits-vegetables .
SFA Name: St. Tamma	any Public Schools
Approval from Authorize	d Representative (Print Name): <u>Jennifer Montz</u>
Approval from Authorize	d 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 or 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."
- 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 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 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.

ADVERTISEMENT FOR BIDS

The St. Tammany Parish School Board, Child Nutrition Programs, 321 N. Theard Street, Covington, Louisiana 70433, will receive sealed bids during the 2023-2024 school session for Fresh Fruits, Vegetables and Eggs (2nd Bid Request).

Additional information on bid opening dates, specifications, bid cycles, etc. will be furnished upon request at the address listed above. Bid documents can also be found on www.stpsb.org/bids.

The St. Tammany Parish School Board reserves the right to reject any and all bids and to increase or decrease items or quantities.

The St. Tammany Parish School Board is an equal opportunity provider.

ST. TAMMANY PARISH SCHOOL BOARD
/s/ JAMES BRAUD, President
/s/ FRANK J. JABBIA, Superintendent

To be published in THE ST. TAMMANY FARMER two (2) times as follows:

1st printing – Wednesday, August 16th

2nd printing - Wednesday, August 23rd





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

DATE: August 16, 2023

TO: All Vendors

FROM: Purchasing Department

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.

2023-2024 ST. TAMMANY DISTRICT CALENDAR

·23	3 AUGUST						SEPTEMBER					OCTOBER							NOVEMBER								
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IMPORTANT DATES

Aug. 7	Teachers' Professional Development	Dec. 25-Jan. 5	Winter/Christmas Break*
Aug. 8	Teachers' Professional Development	Jan. 8	School Re-Opens
Aug. 9	Teachers' Day	Jan. 15	Martin Luther King Holiday*
Aug. 10	Smart Start Day: Last Names A-L	Feb. 12-16	Mardi Gras Holidays*
Aug. 11	Smart Start Day: Last Names M-Z	March 14	End of Third Grading Period
Sept. 4	Labor Day Holiday*	March 15	1/2 Prof. Dev., 1/2 Rec. Keeping (No Students)
Oct. 6	Parish Fair Day*	March 29-Apr. 5	Spring/Easter Break*#
Oct. 12	End of First Grading Period	May 23	End of Fourth Grading Period
Oct. 13	1/2 Prof. Dev., 1/2 Rec. Keeping (No Students)		End of Second Semester
Nov. 20-24	Thanksgiving Holidays*		End of Session
Dec. 22	End of Second Grading Period		1/2 Day for Students, 1/2 Day Record Keeping
	End of First Semester	May 24	Teachers' Day
	1/2 Day for Students, 1/2 Day Record Keeping		

The School Board requires an appropriate program for Veterans' Day (Nov. 10). 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. 15 (Rosh Hashanah); Sept. 24 (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.



ST. TAMMANY PARISH SCHOOL FOOD SERVICE COVINGTON, LOUISIANA BID CYCLES FOR THE 2023-2024 SCHOOL YEAR

FRESH FRUITS, VEGETABLES AND EGGS

BID OPENING DATE:	BID CYCLE
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	FROM	TO
September 5, 2023	September 8, 2023	September 30, 2023
September 25, 2023	October 1, 2023	October 31, 2023
October 30, 2023	November 1, 2023	November 30, 2023
November 27, 2023	December 1, 2023	December 31, 2023
December 18, 2023	January 1, 2024	January 31, 2024
January 29, 2024	February 1, 2024	February 29, 2024
February 26, 2024	March 1, 2024	March 31, 2024
March 25, 2024	April 1, 2024	April 30, 2024
April 29, 2024	May 1, 2024	May 31, 2024
May 28, 2024	June 1, 2024	June 30, 2024

NOTE: Bids shall be faxed on <u>bid opening dates</u> between the hours of 8:30 a.m. and 2:00 p.m. to (985) 898-6445. If you have any questions please call Stacey Toomer, Purchasing @ (985) 898-3292.

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 4-6 Abita Springs Middle	72079 Maple Street Abita Springs, LA 70420	Jennifer Cambrea 985-892-3569	Jennifer.Cambrea@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 4-6 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> Boyet 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 4-6 Carolyn Park Middle	35708 Liberty Drive Slidell, LA 70460	Jacqueline Ciruti 985-643-8353	Jacqueline.Ciruti@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 4-8 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 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 PreK-8 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	Hilda Yarborough 985-796-5888	Hilda.Yarborough@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 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 2-3 Honey Island Elementary	500 S. Military Road Slidell, LA 70461	Yesenia Ruiz 985-641-6932	Yesenia.Ruiz@stpsb.org
54 4-6 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 3-5 Lancaster Elementary	133 Pine Creek Drive Madisonville, LA 70447	Lisa Cook 985-792-5376	Lisa.Cook@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 4-6 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 <i>PreK-K</i> 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	Kristy Lee 985-892-0345	Kristy.Lee@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
14 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
9-12 Mandeville High	#1 Skipper Drive Mandeville, LA 70471	Monica Brown 985-626-7401	Monica.Brown@stpsb.org
7-8 Mandeville Junior High	639 Carondelet Street Mandeville, LA 70448	Jessica Bowers 985-626-4059	Jessica.Bowers@stpsb.org
15 4-6 Mandeville Middle	2525 Soult Street Mandeville, LA 70448	Shan James 985-626-5909	Shan.James@stpsb.org
107	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
9-12 Northshore High	100 Panther Drive Slidell, LA 70461	Diane Darce 985-641-6261	Diane.Darce@stpsb.org
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@stɒsb.orɑ
9 7-8 Pitcher Junior High	415 S. Jefferson Avenue Covington, LA 70433	Lynda Reynier 985-892-6152	Lynda.Reynier@stpsb.org
18 1-5 Riverside Elementary	38480 Sullivan Drive Pearl River, LA 70452	Tina Guillory 985-863-2017	Tina.Guillory@stpsb.org
6-8 St. Tammany Jr. High	701 Cleveland Avenue Slidell, LA 70458	Donna Naquin 985-641-1037	Donna.Naquin2@stpsb.org
9-12 Salmen High	300 Spartan Drive Slidell, LA 70458	Anthony Renaud 985-643-8433	Anthony.Renaud@stpsb.org
55 PreK-5 Sixth Ward Elementary	72360 Highway 41 Pearl River, LA 70452	Melissa McOueen 985-863-2172	Melissa.McOueen@stpsb.org
36 9-12 Slidell High	#1 Tiger Drive Slidell, LA 70458	Kelly Renaud 985-643-2832	Kellv.Renaud@stpsb.org
37 7-8 Slidell Junior High	333 Pennsylvania Avenue Slidell, LA 70458	Bethany Ouinlan 985-643-1316	Bethany.Ouinlan@stpsb.org
2 4-6 Tchefuncte Middle	1530 W. Causeway Approach Mandeville, LA 70471	Amy Ducree 985-674-0983	Amv.Ducree@stpsb.org
9 <i>PreK-3</i> Whispering Forest Elem.	300 Spiehler Road Slidell, LA 70458	Alesia Guynup 985-646-2756	Alesia.Guvnup@stpsb.org
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 Kain 985-898-6461	Jodie.Kain@stpsb.org
CO Adult St. Tammany School Bd	321 N. Theard Street Covington, LA 70433	Robert Carswell 985-273-3208	Robert.Carswell@stpsb.org

Rev. 8/8/23

ST. TAMMANY PARISH SCHOOL BOARD COVINGTON, LOUISIANA

GENERAL RULES, INSTRUCTIONS AND CONDITIONS

* * * * * * * * *

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 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 L265 - FRESH FRUITS. VEGETABLES AND EGGS (2ND BID REQUEST)" The date and time for each bid is shown on the attached Bid Cycle (Attachment A) for the 2023-2024 School Session. Bids may also be faxed on bid opening dates only between the hours of 8:30 a.m. and 2:00 p.m. to (985) 898-6445. 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. (see Attachment A)

Bid prices shall include all delivery and handling charges to St. Tammany Parish Public School Cafeterias. (see enclosed list of schools and locations)

Sales Tax <u>IS NOT</u> 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.

Bidders must have at least one third party audit per year. A copy of the latest audit <u>must</u> be submitted with the <u>first bid</u>. <u>Failure to comply will cause your bid to be non-responsive</u>

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

Bidders <u>must</u> submit a copy of their current licensed certificate issued under the Perishable Agricultural Act (USDA) with the <u>first bid</u>. Only licensed vendors are eligible to bid. It is the responsibility of the vendor to report if their certification is revoked or denied. <u>Failure to comply will cause your bid to be non-responsive.</u>

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.

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.

The successful bidder(s) shall furnish a Certificate of Insurance within fifteen (15) calendar days after award of bid but prior to start of service. Certificate should provide for:

- a. Comprehensive General Liability \$1,000,000.00 combined single limit. Coverage to include premises, operations, contractor's protective liability, products and completed operation, contractual liability.
- b. Comprehensive General Automobile Liability Insurance with minimum limits of Bodily Injury Each Person \$1,000,000.00, Bodily Injury Each Occurrence \$1,000,000.00, Property Damage Each Occurrence \$1,000,000.00. Coverage shall be written to include all owned, non-owned and hired vehicles.
- b. Workers' Compensation State of Louisiana, Employer's Liability, Statutory requirements \$1,000,000.00.

INSTRUCTIONS AND CONDITIONS

<u>SPECIFICATIONS</u>: 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 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. <u>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.</u>

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 <u>each bid</u>. The vendor must identify all food products bid by the Company that do not meet the definition of "domestic" on this document. <u>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.</u>

<u>GRADES</u>: Grades are based on standards established by the U.S. Department of Agriculture, Productions and Marketing Administration. Fruits and vegetables supplied must be of the grade specified for the item. Grade indications should be the condition of the item upon delivery. Specifications for all produce are on the attached bid form.

<u>SIZE/PACK:</u> The size stated on the bid form represents the approximate size desired. <u>Country of Origin.</u> <u>Units Per Case. Gross Box/Case Weight. Box/Case Price & Price Per Pound/Head/Each shall be clearly stated on the bid form by the vendor.</u>

<u>PACKING</u>: Fruits and vegetables shall be packed under modern sanitary conditions in accordance with good commercial practice and in clean containers suitable to the best preservation of quality of the item within. Where count is indicated, this figure refers to machine count and may vary by plus or minus 2%. Weights of produce do not indicate the container.

<u>INSPECTION AND TESTS</u>: 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.

<u>BID SUBMISSION</u>: Telephone facsimile bids will be accepted between the hours of 8:30 a.m. and 2:00 p.m. by Stacey Toomer, Purchasing Department, <u>only on the dates listed</u> on the attached Bid Cycle for the 2023-2024 School Year. (see Attachment A)

A copy of <u>latest audit report</u>, <u>current licensed certificate</u>, <u>Certification Regarding Debarment/Suspension</u>, <u>Certificate of Independent Price Determination</u>, <u>Certificate Regarding Lobbying</u>, <u>Disclosure of Lobbying Activities</u>, <u>Buy American Provision Certification Form</u>, and <u>Non-Collusion Statement</u> must be submitted with <u>first bid</u>. <u>Failure to comply will cause your bid to be non-responsive</u>.

<u>BID PRICE</u>: Bid price for all items shall include delivery charges to all St. Tammany Parish Public School Cafeterias. Bids must be submitted on the attached bid form.

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

<u>CLARIFICATION OF BID</u>: 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 to such a request for additional information or clarification may result in rejection of the vendor's bid.

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

<u>LOWEST RESPONSIBLE BIDDER</u>: Awards will be made to the lowest bidder whose bid conforms to specifications 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.

<u>INSPECTION OF WAREHOUSE/FACILITY:</u> 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.

<u>AWARDS</u>: Produce bids are approximately every three (3) to four (4) weeks. Permission to sell produce to schools when a vendor does not have an award for that week must be obtained through the St. Tammany Parish School Food Service Department.

The award of produce will be based on a usage percentage system. The vendor with the lowest cost will be awarded the produce bid.

A bid must be given on all produce listed for "Bid Analysis". Vendor will not be penalized if items are unavailable due to extreme weather conditions. Vendor must indicate at time of bid reason(s) for not bidding on "Bid Analysis items".

The produce items listed below are used to determine the award.

Fresh Produce & Eggs	Approximate Usage 2023-2024	% for Year
Apples, Granny Smith, 40 lbs. Case	85	0.56%
Apples, Red Delicious, 40 lbs. Case	500	3.29%
Bananas, 40 lb. Box	4,160	27.29%
Broccoli Crowns, US No. 1, 20 lbs. Case	820	5.40%
Cabbage, Red Per 5 lbs.	50	0.33%
Cabbage, Green Chopped 4/5 lb.	50	0.33%
Cantaloupe	510	3.34%
Carrots, Baby, 30 lbs. Case	250	1.64%
Cauliflower, 2 Head Count	600	3.93%
Celery, 60 lbs. Case	100	0.66%
Cilantro, pack, 3 bunches	25	0.16%
Cucumber, 5 lbs. Case	50	0.33%
Eggs, Medium, 30 doz.	200	1.31%
Grapes, Green Seedless	25	0.16%
Grapes, Red Seedless	1,000	6.56%
Honeydew, 8-9 count, 20-25 lb. Case	260	1.70%
Kiwi, 70-75 count, 22-24 lbs. Case	950	6.24%
Lettuce, Green Leaf, 24 Heads / 25 lb.	100	0.66%
Onions, Green, Shallots, by the doz. Bunch	100	0.66%
Onions, Yellow Globe, 50 lbs. Sack	150	0.98%
Oranges, 40 lbs. Case	1,200	7.89%
Peppers, Sweet Green, 25 lb Box	500	3.28%
Potatoes, Russet, 80 count, 50 lbs.	50	0.33%
Potatoes, Sweet, 100 count, 40 lbs.	25	0.16%
Spinach, Cello, 12/10oz. bags	1,200	7.89%
Squash, Yellow, 5 lbs.	600	3.93%
Strawberries, 1 lb. Clamshell Container	750	4.92%
Tomatoes, 25 lb. Case	400	2.63%
Watermelon	100	0.66%
Zucchini, med. to dark green, per 5 lbs.	425	2.78%
TOTALS	15,235	100.00%

<u>BID or RFP PROTEST PROCEDURES:</u> 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 70435 within one (1) week from receipt of award/rejection letter.

<u>ORDERS FOR FOOD</u>: Orders shall originate from the MANAGER of each school. The manager will place the order using an on-line ordering system, if available. If an on-line ordering system is not available, orders may be placed by telephone, fax, or e-mail.

In no event shall delivery be made without proper authorization from the school. Vendors shall not accept orders from individual school employees. Only orders for School Food Service use with payment of all invoices to be made using School Food 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.

<u>NOTE</u>: The quantities listed on the bid form are estimates based on purchases made during the 2023-2024 school year. The estimates do not indicate the actual quantity that will be ordered. Actual requirements may be more or less than the quantities listed. The awarded bidder(s) will be required to fill all orders placed regardless of the estimated quantity shown. <u>Items bid with minimum order quantities will not be considered.</u>

MINIMUM DELIVERY REQUIREMENTS: There are no minimum delivery requirements, but orders must be placed sufficiently in advance to permit the vendor to coordinate his deliveries

<u>DELIVERIES</u>: The bidder must agree to deliver to all St. Tammany Parish Public School Cafeterias and not just to those of his choice. All produce is to be delivered in refrigerated trucks. All items are subject to final acceptance at point of delivery.

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.

At time of delivery cafeteria managers will take temperatures of two (2) separate products of choice. The temperature of refrigerated products of choice must read 45 °F or below at the time of delivery. Cafeteria managers will not accept any foods at the time of delivery that do not read accurate temperatures.

All deliveries are made to individual schools on Monday and Tuesday of each week. All deliveries are to be made within the operational hours of each school cafeteria. The successful vendor(s) is responsible for establishing a delivery schedule.

This schedule must be submitted to the School Food Service Department (Attention: Robert Carswell) upon notice of first bid award and before making any deliveries.

The School Food Service Department must be notified of any schedule changes.

NOTE: Due to safety reasons the following school has restricted delivery times. Please adhere to the following schedule:

Lee Road Jr. High School - No deliveries will be made between 10:30 a.m. through 12:30 p.m. and after 2:15 p.m.

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

<u>INABILITY TO DELIVER</u>: The vendor should give IMMEDIATE NOTICE to the School Food Service Department, Robert Carswell, (985)273-3208, of inability to deliver. If the vendor is unable to deliver any item requested by the specified delivery date, the School Food Service Manager must be notified so that other arrangements may be made.

The School Board reserves the right to cancel the portion which has not been delivered within the specified time and/or to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the vendor.

<u>DEFAULT TO DELIVER AND PRICE CORRECTION</u>: 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.

<u>FOOD SAFETY:</u> Vendor must comply will 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.

<u>RECALL PROVISION:</u> 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 representing St. Tammany Parish Food Service Department:

- 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, Food Service Procurement Manager, St. Tammany Parish Public School Phone: (985)-898-6434 Fax: 985-898-6499 Email: Robert.Carswell@stpsb.org

<u>FUNDING</u>: 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.

<u>COST/PRICE ANALYSIS:</u> The estimated value of this bid is \$254,000.00. This is an estimated value and St. Tammany Parish will not be held to this dollar value.

<u>PIGGYBACK PROVISION</u>: The St. Tammany Parish School Board will allow up to ten (10) other school systems within Louisiana to purchase items awarded on this bid at the same prices and with the same terms and conditions. If another school system wants to request a "piggyback" on this bid, they will be required to get permission from the St. Tammany Parish School Board and from the awarded vendor prior to submitting an order.

<u>INVOICES</u>: 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 by the vendor, in duplicate, to the place of delivery. Manager will sign all invoices acknowledging merchandise delivered for cafeteria use. Merchandise will be checked for quantities, prices and specification compliance. If discrepancies occur, vendors must send a corrected invoice to the School Food Service Department.

STATEMENTS/PAYMENT: Statements for all foods and supplies 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 is needed for each school and must include; school name, invoice number and amount owed per invoice.

<u>RECORD RETENTION</u>: St. Tammany Parish School Food Service and awarded vendor(s) 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 not necessarily limited to the following: invoices, specifications, Buy American requirements, advertisements/solicitations, bid analyses, contractor selection or rejection, and contracts including prices.

TERMINATION:

- a. 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.
- b. Termination of Contract: If the successful bidder fails to comply with the bid instructions/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 Fresh Fruits, Vegetables & Eggs from another source.
- c. Termination of Contract for Cause: Failure to deliver products which do not meet specifications will result in the re-awarding of the item to the second lowest bidder. Repeated failures to make delivery in accordance with specifications will result in disqualification of the 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 for cause includes but is not limited to, the following:

- 1. Failure to deliver within the time specified in the contract.
- 2. Failure to meet quantity requirements.
- 3. Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition.
- 4. Misrepresentation by the contractor, administratively, contractually, or any other misrepresentation
- 5. Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the SFA
- 6. Conflict of contract provisions with constitutional or statutory provisions of state or federal law
- 7. Any other breach of contract

RETURN WITH BID:

- 1. Certificate of Independent Price Determination
- 2. Certificate Regarding Debarment
- 3. Certificate Regarding Lobbying
- 4. Disclosure of Lobbying Activities
- 5. Non-Collusion Statement
- 6. Buy American Provision Certification Form
- 7. Copy of latest audit
- 8. Copy of current licensed certificate (USDA)
- 9. Completed Bid Form

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 at (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 obtained 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) 632-9992, or by writing 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 or

(3) Email: program.intake@usda.gov

This institution is an equal opportunity provider, employer, and lender.

ST. TAMMANY PARISH SCHOOL BOARD COVINGTON, LOUISIANA

BID OPENING DATE:	_(2:00 PM)
BID PRICES FIRM FROM:	TO:

BID, PRODUCE (FRESH FRUITS, VEGETABLES, EGGS)

Stock #	Item and Specification	Estimated Usage (July-June)	Country or Origin	Smallest Purchase Unit	Units per Case	Gross Box/ Case Weight	Box/ Case Price	Price Per Pound / Head / Each
3751	Apples, Granny Smith, 40 lb. Box, 100-138 count: Meets technical requirements of Fancy, 100-138 count. Should be well formed with bright green skin; no visible scarring, pitting, bug damage, splits or decay of any kind on the surface of the apple. Whole box, Approximate gross weight 40 pounds/box. By the box.	* 85 Cases		100-138 ct. 40 lb. Case			40 lb.	
3752	Apples, Red Delicious, 40 lb. Box, 100-138 count: Meets technical requirements of Fancy, 100-138 count. Should be well formed with well colored skin; no visible scarring, pitting, bug damage, splits or decay of any kind on the surface of the apple. Whole box, Approximate gross weight 40 pounds/box. By the box.	*500 Cases		100-138 ct. 40 lb. Case			40 lb.	
3754	Bananas, 40 lb. Box: Meets technical requirement. Turning ripe (between Index #4 and #5), 90% free from defects, 6" minimum lengths. Whole box, Approximate gross weight 40 pounds/box. By the box.	4,160 Cases		40 lb. Case			40 lb.	
3755	Broccoli Crowns, US No. 1, 20 lb. Box: Meets technical requirement of No. 1, Crowns are considered to be fairly uniform if the diameter of the crowns within the container do not vary more than three inches. Must have a useful life of at least 10 days. Approximate gross weight 20 pounds/box. Minimum Net Weight 18 pounds, per box. By the box	820 Cases		20 lb. Case				
3757	Cabbage, Green Chopped: Meets technical requirement of No. 1, Case of 4/5lb.	*50 Cases		20 lb. Case			20 lb.	
3758	Cabbage, Red, Per 5 lbs.: Meets technical requirement of No. 1, By the 5 lbs.	* 50 / 5 lb.		5 lb.			5 lb.	
3759	Cantaloupes, 15-18 count, 38 - 40 lb. / Box: Meets technical requirement of No. 1. mature, firm, well formed, which are free from decay, and free from damage caused by dirt, aphis stain, rust spots, bruises, cracks, broken skin, sunscald, sunburn, hail, moisture, insects, disease, or other means Ground color turning yellow to yellow, 15-18 count. Whole box, Approximate gross weight 38-40 pounds/Box. By the box.	510 Cases		38-40 lb. Case			38-40 lb.	
3760	Carrots, Baby, 30 lb case: Meets technical requirement of No. 1. Firm, bright in color. Approximate gross weight 30 pounds/crate. By the crate.	* 250 cases		30 lb. Case			30 lb.	

Stock #	Item and Specification	Estimated Usage (July-June)	Country or Origin	Smallest Purchase Unit	Units per Case	Gross Box/ Case Weight	Box/ Case Price	Price Per Pound / Head / Each
3761	Cauliflower, 2 Head Count: Meets technical requirement of Commercial, medium, Whole, trimmed, two head count, By the Head.	* 600 2 Head Pk.		2 Head Pack			2 Head	
3762	Celery, 60 lb. case: Meets technical requirement of No. 1. Two dozen per crate. Whole box, Approximate gross weight 55-60 pounds/crate. By the crate.	* 100 cases		60 lb. Case			60 lb.	
3763	Cilantro, By the Pack (3 Bunches, approx. 4-6 oz.): Fresh, bright green leaves firmly attached to stems, no signs of bug damage or decay. Each Pack is 3 bunches, approx. weight is 4-6 oz. Per pack, By the Pack	25 Packs		Pack (approx. 4-6 oz.)			Pack	
3764	Cucumber, 5 lb.: Meets technical requirement of Commercial, medium, By the 5 lbs.	* 50/ 5 lb.		5 lb.			5 lb.	
3765	Eggs, 30 Doz.: Grade A, medium size, 30 dozen - full case	200 30 Dozen		30 Dozen			30 Dozen	Each
3766	Grapes, Green, Seedless, 18 lb. / Lug: Sweet, seedless, meets technical requirement of No. 1, Whole lug, Approximate gross weight 18 pounds/lug. By the lug.	25 Lugs		18 lb./Lug			18 lb.	
3767	Grapes, Red, Seedless, 18 lb. / Lug: Sweet, seedless, meets technical requirement of No. 1, Whole lug, Approximate gross weight 18 pounds/lug. By the lug.	1,000 Lugs		18 lb./Lug			18 lb.	
3768	Honeydew, 8-9 count, 20-25 lb. / Box: Meets technical requirement of No. 1. mature, firm, well formed, which are free from decay, and free from damage caused by dirt, aphis stain, rust spots, bruises, cracks, broken skin, sunscald, sunburn, hail, moisture, insects, disease, or other means 8-9 count. Whole box, Approximate gross weight 20-25 pounds/Box. By the box.	260 Cases		20-25-lb. Case			20-25 lb.	
3769	Kiwi, 70-75 count, 22-24 lb., Box: Meets technical requirement of No. 1. 70-75 count. Whole box, Approximate gross weight 22-24 pounds/carton. By the carton.	950 Cases		70-75 ct. / 22-24 lb. Case			22-24 lb.	
3770	Lettuce, Green Leaf, 24 Heads / 25 lb.: Meets technical requirement of No. 1. 24 Heads and 25 lbs. Whole box, Approximate gross weight per case/box. By the Case/Box	* 100 Cases		24 ct. / 25 lb. Case			25 lb.	
3773	Onions, Green, Shallots: Meets technical requirement of No. 2 or better, 12 per bunch. By the dozen/bunch.	100 Dozen		Dozen			Dozen	
3774	Onions, Yellow Globe, 50 lb. / Sack: Meets technical requirement of No. 1, medium to large size. Packed in 50-pound sack. By the sack.	* 150 Sacks		50 lb. Sack			50 lb.	

Stock #	Item and Specification	Estimated Usage (July-June)	Country or Origin	Smallest Purchase Unit	Units per Case	Gross Box/ Case Weight	Box/ Case Price	Price Per Pound / Head / Each
3775	Oranges, 125-138 count, 40 lb. / Box: Meets technical requirement of combination (80% No. 1 Quality) Louisiana, Texas, Florida or California. 125-138 count. Whole box, Approximate gross weight 40 pounds/carton. By the carton.	1200 cases		40 lb. Case			40 lb.	
3776	Peppers, Sweet Green, 25 lb./Box: Meets technical requirement of No. 1, medium size. Whole box, Approximate gross weight 25 pounds/box. By the box	500 Cases		25 lb. Case				
3778	Potatoes, Russet, 80 count, 50 lb. / Box: Meets technical requirement of No.1. Medium type, Russet, white, for baking. 80 count, each potato weighing approx. 10 oz. each, Whole box, Packed in 50 pound/box. By the box.	*50 Cases		80 Count (50 lb. Case)			50 lb.	
3779	Potatoes, Sweet, 100 count, 40 lb. / Box: Meets technical requirement of No. 1. Medium size, for baking, 100 count, each potato weighing approx. 6-8 oz., Whole box, Packed in 40 pound / box. By the box.	25 Cases		100 Count (40 lb. Case)			40 lb.	
3781	Spinach, 10 oz. Cello Bag: Meets technical requirement of No. 1. Flat or broad leaf, packed in 10 oz. cello bags. Must be stamped with Expiration Date or Best Used by Date. By the bag.	1200 Bags		10 oz. Bag			10 oz. Bag	
3782	Squash, Yellow, Per 5 lbs.: Meets technical requirement of Commercial, medium, By the 5 lbs.	600 / 5lbs		5 lb.			5 lb.	
3783	Strawberries, 1 lb. Clamshell Container: Meets technical requirement of No. 1, 8 pints/flat. Whole flat, Approximate gross weight 8-10 lbs./Flat.	750 Cases		8-10 lb. Case			8-10 lb.	
3784	Tomatoes, Bulk, 25 lb. Box: Bulk, Red Round US No. 1, Vine ripe stage 5-6 ripeness, Bright shiny skins and firm flesh, 6x6, Packed in 25 pound/box. By the box.	400 Cases		25 lb. Case				
3785	Watermelon, 20-25 lb. Each: Meets technical requirement of No. 1. Average weight 20-25 pounds each. By the Each	100		Each			 Each	
	Zucchini, medium to dark green, Per 5 lbs.: Meets technical requirement of Commercial, should be cylindrically straight in shape and a medium to dark green color. No stripping allowed. By the 5 lbs.	425 / 5 lbs.		5 lb.			5 lb.	

Revised 8/16/2023

*Quantities may vary due to USDA DoD (Department of Defense) availability

NOTE: Vendor is responsible for indicating Country of Origin, Units Per Case, Gross Case Weight, Case Price, and Price Per Pound or Unit Specified

NOTE: The following page must be completed and submitted with bid.

FRESH FRUITS, VEGETABLES & EGGS (2ND BID REQUEST)

In compliance with the Request for Bids and subject to all conditions imposed by the General Rules, Instructions and Conditions, the undersigned offers and agrees to furnish any or all of the items at the price set opposite each item.

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 of Representative