

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

The St. Tammany Parish School Board will receive sealed bids until 2:00 p.m., Friday, July 26, 2024 on Supplies for School Food Service, in accordance with the following instructions and attached specifications.

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1. Bids shall be submitted on the attached bid form. All conventional paper bids shall be either hand delivered or sent by registered or certified mail, UPS or Federal Express with a return receipt requested to the St. Tammany Parish School Board Office, 321 N. Theard Street, Covington, Louisiana 70433, in a sealed envelope clearly marked on the outside “BID L274 ON SMALLWARES– JULY 26, 2024.” All bids arriving after this 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 No bid may be withdrawn for at least thirty (30) days after the scheduled closing time for receipt of bids.
2. Bids may be sent via registered or certified mail, UPS or FedEx with a return receipt requested, hand delivered by bidder or his/her agent in which instance the deliverer shall be provided a written receipt.
3. Alternatively, bidders also have the option to submit bids electronically @ www.centralbidding.com
4. You may find related materials including detailed specifications necessary to complete your bid @ Please find bid related materials and place electronic bids @ www.centralbidding.com and/or www.stpsb.org/bids.
5. 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.
6. 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.
7. ALL BIDS SHALL BE ACCOMPANIED BY AN ORIGINAL, FULLY EXECUTED BID BOND, CERTIFIED CHECK, CASHIER’S CHECK OR MONEY ORDER IN THE AMOUNT OF FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID. BIDS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CHECK OR BID BOND IS ATTACHED.
8. **If submitting a bid electronically, then bid security must be in the form of an original, valid fully executed bid bond and be included in your bid submittal.** STPSB must be able to verify the validity of the bond within 72 hours. If bonding company cannot validate within this timeframe, bid may be awarded to next lowest responsive bidder. Cashier’s check, certified check or money order will not be accepted for an electronic bid. **Failure to comply will cause your bid to be non-responsive.**
9. A Performance Bond in the total amount of the order will be required from the successful bidder(s) if the total cost of the order exceeds \$5,000.00.
10. 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.

11. School Food funds may be used to make purchases from this bid. As such, Contract Provisions for Procurement Contracts will be applicable and shall be considered part of the bid documents.
12. The attached Certification Regarding Debarment/Suspension, Certificate of Independent Price Determination, Certificate Regarding Lobbying, Disclosure of Lobbying Activities and Non-Collusion Statement must be completed and returned with your bid. **Failure to comply will cause your bid to be non-responsive.**
13. Prices shall include inside delivery charges and any handling fees to the St. Tammany Parish public school cafeterias. Prices shall be valid until June 30, 2025. **Items must be delivered to and signed for by the school Cafeteria Manager or authorized cafeteria representative, not the school's front office.**
14. Bidders may bid on one item only, all items, or any combination of items. **Bidders shall offer only one brand and unit price for each line item bid.** Bidder must bid on unit of measure indicated on bid form **only.** Vendor is responsible for indicating brand and model number, price per unit, and total price for each item bid.
15. Cash discounts, if offered, will be taken into consideration in determining the low bidder. DISCOUNTS LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN MAKING AN AWARD. Beginning date for discount period shall be determined by date of invoice or date of delivery of merchandise whichever occurs last.
16. **Samples, where called for must be received before 2:00 p.m., Friday, July 26, 2024.** Each sample shall be labeled with bidder's name, bid number, bid line number, item number, name brand, manufacturer brand & model number. **Samples must be the exact product(s) to be delivered should the bid be awarded. (i.e., color, thickness, size, etc.)** Bidders will be notified when samples can be picked up after evaluation. **Failure to provide requested sample(s) within specified time may be sole cause for rejection of bid.**
17. **If bidding items other than that specified, samples must be the exact product(s) to be delivered should the bid be awarded. (i.e., color, thickness, size, etc.) Complete manufacturer(s) detailed specification sheet and/or manufacturer(s) descriptive literature and/or catalog cuts must be submitted with sample(s).** Failure to submit samples, manufacturer(s) specification sheet and/or descriptive literature and catalog cuts may be sole cause for rejection of bid.
18. Purchase orders resulting from bid award will be issued after August 1, 2024.
19. A purchase order will be processed for each vendor that has been awarded items on the bid. Each purchase order will include a separate site order for each school. The awarded vendor(s) will be required to deliver to each individual school per the site order included with their purchase order in **one shipment.** **Multiple deliveries will not be accepted. Back orders will not be accepted.**
20. **VENDORS SHALL DELIVER ALL AWARDED ITEMS BY OCTOBER 31, 2024.** Bidders are cautioned to carefully consider this before submitting a bid as they will be required to adhere to this delivery time. **Back orders will not be accepted.**
21. Vendors will be required to mark all shipments/deliveries with the purchase order number clearly visible on the exterior of each container. A packing slip must be furnished with each shipment listing the purchase order number, stock/item number and description of each item and the quantity ordered. **AWARDED VENDORS SHALL ENSURE THAT ALL ITEMS THAT ARE "DROP-SHIPPED"**

ARE ALSO PROPERLY MARKED AND INCLUDE THE REQUIRED PACKING SLIP WITH THE SAME REQUESTED INFORMATION ALONG WITH THE AWARDED VENDOR'S NAME.

22. Invoice(s) shall be submitted to the St. Tammany Parish School Board, School Food Services Department, Attn: Casandra Lalanne, 321 North Theard Street, Covington, LA 70433. PAYMENT WILL BE MADE ON THE INDIVIDUAL SITE ORDERS, NOT THE COMPLETE PURCHASE ORDER.

23. The successful bidder(s) shall furnish a Certificate of Insurance within fifteen 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.
- c. Workers Compensation – State of Louisiana, Employer's Liability, Statutory requirements \$1,000,000.00.

24. It is the intent of the specifications to invite bids on high quality merchandise. Mentioning a brand, manufacturer and number is done only to establish the standard of quality desired. It is not the intent to eliminate brands of equal quality but instead to set forth and convey to prospective bidders the general style, type, character, and quality of the products desired.

25. The School Board reserves the right to select a higher priced item where, in the judgement of the School Board, such item is of superior quality or design or would be more suitable for the purpose intended.

26. The School Board further reserves the right to adjust quantities by increasing or decreasing and to reject any and all bids.

27. The 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.



FRANK J. JABBIA
Superintendent

ST. TAMMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA

BID OPENING DATE: _____

(2:00 PM) _____

BID PRICES FIRM FROM: _____

TO: _____

SMALLWARES 2024-2025

Stock #	Item	Amount Ordering	Approved Brands	Brand & Code	Pack Size, Units per Pkg.	Unit Price
	<u>CLEANING EQUIPMENT</u>					
8001	Brush - Clean-up: Short-handle, Polypropylene block, stiff nylon bristles 8"longX1.38" Bristle trim, white.	4	Carlisle 40542 or equal		Each	
8003	Dish Box: Polypropylene, 15"X20"X5"	1	Winco WS-PL5G, Rubbermaid 3349 or equal		Each	
8006	Dust Pan, Lobby: With 27-1/2" handle length, pan 11-1/4"WX5"HX12-3/4"L, constructed of durable injection molded plastic	28	Rubbermaid FG253100BLA or equal		Each	
8008	Brush - Utility: Toothbrush Style Brush with stainless steel bristles and plastic handle	66	Carlisle 40675 or equal		Each	
8009	Towels: Bar mop, 100% cotton standard flat weave, 16" X 19", minimum 32oz per dozen. SAMPLE MUST BE SUBMITTED WITH BID IF BIDDING OTHER THAN AS SPECIFIED.	24	Network NW-B6932G or equal		Dozen	
8010	Pail, Water with pour spout: Heavy duty plastic, seamless body, steel handle, 14 qt., includes spout for easy pouring.	5	Continental CN-8114GY, Rubbermaid 2614 or equal		Each	
8011	Brush - Wire w/scraper: Plastic handle, brush has 11" plastic handle with carbon steel bristles and steel scraper.	8	Carlisle 40671 or equal		Each	
8165	Brush - Bottle: Small neck brush, 16-1/2", with soft nylon bristles, plastic handle. SAMPLE MUST BE SUBMITTED WITH BID IF BIDDING OTHER THAN AS SPECIFIED.	13	Carlisle 4041500 or equal		Each	
	<u>SERVICE EQUIPMENT</u>					
8013	Bottle, Squeeze 24oz: With leak-proof screw on spout cap, for dispensing catsup, mustard, etc. F.D.A. Approved flexible polyethylene plastic, clear. SAMPLE MUST BE SUBMITTED WITH BID IF BIDDING OTHER THAN AS SPECIFIED.	112	Winco PSB-24C or equal		Each	
8018	Buffet Camchiller: Dual sided to hold 2-1/2" or 4" food pans. Fits Versa Food Bar, 18-1/2"L X 12-5/8"W X 4"H	4	Cambro CPB1220159 or equal		Each	
8023	Squeeze disher, No. 40 size: Standard length, stainless steel bowl, universal handle, limited lifetime warranty:	6	Vollrath 47400 or equal		Each	
8024	Squeeze disher, No. 4 size: Standard length, stainless steel bowl, universal handle, limited lifetime warranty:	2	Vollrath 47388 or equal		Each	

Stock #	Item	Amount Ordering	Approved Brands	Brand & Code	Pack Size, Units per Pkg.	Unit Price
8025	Silverware, stainless steel, Fork: Medium weight, (PER DOZEN): SAMPLE OF SILVERWARE TO BE SUBMITTED WITH BID IF BIDDING OTHER THAN AS SPECIFIED.	4500	Windsor 20LWE95, Winco WS-0002-05 or equal		Dozen	
8026	Silverware, stainless steel, Teaspoon: Medium weight, (PER DOZEN): SAMPLE OF SILVERWARE TO BE SUBMITTED WITH BID IF BIDDING OTHER THAN AS SPECIFIED.	200	Windsor 20LWE91, Winco WS-0002-01 or equal		Dozen	
8034	Spoodle, Solid, 8oz capacity: Stainless steel Oval bowl, perforated, lifetime warranty	4	Vollrath 6422865 or equal		Each	
8035	Spoon, salad/buffet: One-piece polycarbonate, solid bowl, 10", 3/4 oz. capacity. Black.	18	Winco PSSB10K, Carlisle 4470 or equal		Each	
8036	Tong, Salad, 6" length: Plastic, black	10	Carlisle 460603 or equal		Each	
8037	Tong, Salad, 9" length: Plastic, black	58	Carlisle 460903 or equal		Each	
8039	Tong, 12" length: 20 gauge Stainless steel w/cool touch handle, lifetime warranty:	4	Vollrath 4781220, Carlisle 60756203 or equal		Each	
8173	Squeeze disher, No. 10 size: Standard length, stainless steel bowl, universal handle, limited lifetime warranty:	15	Vollrath 47392 or equal		Each	
8175	Bottle, Squeeze 12oz: With leak-proof screw on wide mouth cap, for dispensing catsup, mustard, etc. F.D.A. Approved flexible polyethylene plastic, clear. SAMPLE MUST BE SUBMITTED WITH BID IF BIDDING OTHER THAN AS SPECIFIED.	126	Winco PSW-12 or equal		Each	
8176	Bottle, Squeeze 24oz: With leak-proof screw on wide mouth cap, for dispensing catsup, mustard, etc. F.D.A. Approved flexible polyethylene plastic, clear. SAMPLE MUST BE SUBMITTED WITH BID IF BIDDING OTHER THAN AS SPECIFIED.	24	Winco PSW-24 or equal		Each	
8184	Bottle, Squeeze 24oz: Invertatop dualway, 24oz, clear polyethylene, NSF Certified with silicon valve flip top allowing easy squeezing and dispensing with the bottle inverted, Dishwasher safe. SAMPLE MUST BE SUBMITTED WITH BID IF BIDDING OTHER THAN AS SPECIFIED.	12	Vollrath #26240-13; Tablecraft 24SV or equal		Each	
<u>PREPARATION EQUIPMENT</u>						
8046	Biscuit Cutter: Stainless steel, 2 3/4" diameter.	4	Halco 947CC, Winco CC-1 or equal		Each	
8052	Cutting Board - White: Non-Porous, 18"X24"X1/2"	2	Winco CBWT-1824, Vollrath 5200300 or equal		Each	
8052A	Cutting Board - White: Non-Porous, 18"X12"X1/2"; half size	1	Winco CBH-1218, Vollrath 5200000 or equal		Each	
8053	Cutting Board - Green: Non-Porous, 18"X24"X1/2"	5	Winco CBGR-1824, Vollrath 5200370 or equal		Each	
8053A	Cutting Board - Green: Non-Porous, 18"X12"X1/2"	3	Winco CBG-1218, Vollrath 5200070 or equal		Each	

Stock #	Item	Amount Ordering	Approved Brands	Brand & Code	Pack Size, Units per Pkg.	Unit Price
8054	Cutting Board - Tan: Non-Porous, 18"X24"X1/2"	1	Winco CBBN-1824, Vollrath 5200360 or equal		Each	
8061	Funnel: Polyethylene, 6.25" overall, 32oz capacity.	13	Winco PF-32 or equal		Each	
8062	Knife, 6" boning: Stiff, wide, stainless steel blade, Textured, Slip Resistant polypropylene handle.	8	Dexter S136-PCP or equal		Each	
8063	Knife, 10" bread: Scalloped edge. stainless steel blade, Textured, Slip Resistant polypropylene handle.	3	Dexter S147-10SC-PCP or equal		Each	
8064	Knife, 3-1/4": Paring: stainless steel blade, Textured, Slip Resistant polypropylene handle.	48	Dexter S104SC-PCP or equal		Each	
8065	Knife, 8" Slicer: Scalloped edge, stainless steel blade, Textured, Slip Resistant polypropylene handle:	6	Dexter S158SC-PCP or equal		Each	
8066	Knife, 10" Chef's knife: Stainless steel blade, Textured, Slip Resistant polypropylene handle.	2	Dexter S145-10-PCP or qual		Each	
8069	Measure, dry, 1/2 Qt capacity: Seamless aluminum w/handle.	1	Browne M-05, Crown 6150 or equal		Each	
8070	Measure, liquid, 1/2 qt capacity: Seamless aluminum w/handle:	2	Winco AM-05, Halco ML-05, or equal		Each	
8071	Measure, liquid, 1 qt capacity, graduated: Seamless aluminum w/handle.	2	Winco AM-1, Halco ML-10 or equal		Each	
8072	Measure, liquid, 1 gallon capacity, graduated: Seamless aluminum w/handle:	2	Winco AM-4, Halco ML-40 or equal		Each	
8073	Measure, dry, 1 Cup: Polycarbonate with molded- in handle.	18	Cambro 25MCCW135, Rubbermaid RM-3210 or equal		Each	
8074	Measure, liquid, one pint, pouring lip: Polycarbonate with molded- in handle.	12	Cambro 50MCCW135, Rubbermaid RM-3215 or equal		Each	
8075	Measure, liquid, one quart, pouring lip: Polycarbonate with molded-in handle.	19	Cambro 100MCCW135, Rubbermaid RM-3216, or equal		Each	
8076	Measure, liquid, two quart, pouring lip: Polycarbonate with molded-in handle.	11	Cambro 200MCCW135, Rubbermaid RM-3217, or equal		Each	
8077	Measure, liquid, four Quart, pouring lip: Polycarbonate with molded-in handle.	16	Cambro 400MCCW135, Rubbermaid RM-3218, or equal		Each	
8084	Pastry brush, 3": Pastry brush, molded plastic handle, double-boiled, bleached, sterilized, premium boar bristles, flat.	100	Carlisle 40379 or equal		Each	
8087	Scraper, 9-1/2" length Plate/Bowl: All white plastic	23	Rubbermaid 1901 or equal		Each	
8088	Scraper, 13-1/2" length Plate/Bowl: All white plastic	20	Rubbermaid 1905 or equal		Each	
8089	Scraper, 16" length Plate/Bowl: All white plastic	28	Rubbermaid 1906 or equal		Each	

Stock #	Item	Amount Ordering	Approved Brands	Brand & Code	Pack Size, Units per Pkg.	Unit Price
8090	Scraper, Plate/Bowl: Flexible, 5-1/8"X3-7/8", polyethylene.	20	Winco PDS5 or equal		Each	
8099	Shaker/Dredger: With handle, 10oz, polycarbonate, snap-on salt/pepper lid.	6	Cambro 96SKRD, Winco WS-PDG-10 or equal		Each	
8116	Strainer: Utility, single mesh, 8" diameter	2	Browne 19198 or equal		Each	
8117	Timer: Bell timer with long ring, 60 minute, compact design.	10	Winco TIM-78, Carlisle 60300 or equal		Each	
8120	Wire Whip: 16", stainless steel, french, lifetime warranty	4	Vollrath 47093 or equal		Each	
8174	Measure, dry, 1 Qt capacity: Seamless aluminum w/handle	2	Browne 575610 or equal		Each	
<u>STORAGE EQUIPMENT</u>						
8127	Food Storage Container, 12 Quart Capacity: White Polythylene	5	Rubbermaid FG-5726-00WHT or equal		Each	
8129	Food Storage Container, Lid: To fit item #8127	5	Rubbermaid FG-5730-00YEL or equal		Each	
<u>MISCELLANEOUS EQUIPMENT</u>						
8140	Oven Mitt, 17" long (pair): specially treated 100% cotton fabric meets U.S. government standards for heat and flame resistance. SAMPLE MUST BE SUBMITTED WITH BID IS BIDDING OTHER THAN AS SPECIFIED.	20	Best Value 800FG17, RITZ CL2PX27, San Jamar 800FG17 or equal		Pair	
8141	Steamer Glove, (each): neoprene, elbow length, liquid proof hand protection. Hand protection from temperatures up to 500°F. SAMPLE MUST BE SUBMITTED WITH BID IS BIDDING OTHER THAN AS SPECIFIED.	5	San Jamar UCMX17BK or equal		Each	
8142	Pad, Hot, Panhandler: King size, approximately 8-1/2"X11-1/2", resin treated terryknit. SAMPLE MUST BE SUBMITTED WITH BID IS BIDDING OTHER THAN AS SPECIFIED.	300	San Jamar 803PG or equal		Each	
8147	Thermometer, Meat: Accurate/easy to read, stainless steel, 120° to 200° F	2	Taylor 5939N, Cooper 323 or equal		Each	
8148	Thermometer, Oven: Accurate/easy to read, stainless steel, hangs or stands	10	Taylor 5932, Cooper 24HP, Winco WS-TMT-OV2 or equal		Each	
8149	Thermometer, Refrigerator/Freezer: Accurate/easy to read, dial, stainless steel case, cold zones color coded, hangs or stands.	110	Taylor 5924, Cooper 25HP, Winco WS-TMT-RF2 or equal		Each	
8150	Thermometer, Test, Pocket Size: Accurate/easy to read, 5", stainless steel stem and plastic dial, protective sleeve includes built-in recalibration tool	10	Taylor 6092N, Cooper CT-220 or equal		Each	

Stock #	Item	Amount Ordering	Approved Brands	Brand & Code	Pack Size, Units per Pkg.	Unit Price
8151	Thermometer, Digital Pocket Test: -40° to 450°F, 4" stainless steel stem, waterproof, Accurate for Life, Lifetime Warranty	55	Cooper Atkins DPP800W or equal		Each	
8177	Oven Mitt, Neoprene, 17" long (pair): made of fire retardant material and neoprene. Provides protection up to 500°F. Conventional style. SAMPLE MUST BE SUBMITTED WITH BID IS BIDDING OTHER THAN AS SPECIFIED.	10	San Jamar BV-810CM17 or equal		Pair	
8185	Thermometer, Infrared: -49° to 752°(F), Single dot laser, battery type: (2)AAA, safe non contact infrared thermometer measures surface temps, scan, hold and auto off functions. Accuracy - +/-2 degrees F/ +/-1 degrees C	3	Taylor #9523 or equal		Each	
Revised 7/2/2024				TOTAL AMOUNT	\$	

VENDOR IS RESPONSIBLE FOR INDICATING BRAND & CODE, UNIT SIZE AND UNIT PRICE PER EACH ITEM BID.

Winco brand will not be accepted as an alternate on the following items due to poor quality and/or no warranty:

- o Tongs (#8036, #8037 and #8039)
- o Bun/Sheet Pan (#8047 and #8047A)
- o Thermometers (#8150)
- o Scrapers (#8087, #8088, #8089)
- o Knives (#8062, #8063, #8064, #8065, and #8066)

NOTE: If bidding items other than that specified, samples must be the exact product(s) to be delivered should the bid be awarded. (i.e., color, thickness, size, etc.) Complete manufacturer(s) detailed specification sheet and/or manufacturer(s) descriptive literature and/or catalog cuts must be submitted with sample(s). Failure to submit samples, manufacturer(s) specification sheet and/or descriptive literature and catalog cuts may be sole cause for rejection of bid.

PRODUCT SPECIFICATIONS: If a brand listed as approved does not meet the printed specifications or if a product is found to be unavailable from any manufacturer, the SFS requests that the bidder bring this information to their attention immediately.

SAMPLES: Samples, where called for must be received before 2:00 p.m., Friday, July 26, 2024. Samples must be the exact product(s) to be delivered should the bid be awarded. (i.e., color, thickness, size, etc.) Bidders will be notified when samples can be picked up after evaluation. Failure to provide requested sample(s) within specified time may be sole cause for rejection of bid.

SIZE/PACK: The size stated in the specifications represents the approximate size desired. **Actual pack size, units per pack, etc. shall be clearly stated on the bid form by the vendor.**

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.

LOWEST RESPONSIBLE BIDDER: 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.

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

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 the Purchasing Department, 321 N. Theard Street, Covington, LA 70433 within one (1) week from receipt of award/rejection letter.

ORDERS FOR SUPPLIES: Purchase orders resulting from bid award will be issued after August 1, 2024. Each purchase order will include a separate site order for each school.

DELIVERIES: The bidder must agree to deliver to all St. Tammany Parish Public School Cafeterias and not just to those of his choice. Brand and code stated by vendor on the bid form must be the brand and code delivered. **Items must be delivered to and signed for by the school Cafeteria Manager or authorized cafeteria representative, not the school's front office. Multiple deliveries will not be accepted. Back orders will not be accepted.**

NOTE: Vendors will be required to mark all shipments/deliveries with the purchase order number clearly visible on the exterior of each container. A packaging slip must be furnished with each shipment listing the purchase order number, stock/item number and description of each item and the quantity ordered. Awarded vendors shall ensure that all items that are "drop-shipped" are also properly marked and include the required packaging slip with the same requested information along with the awarded vendor's name.

VENDORS SHALL DELIVER ALL AWARDED ITEMS BY OCTOBER 31, 2024. Bidders are cautioned to carefully consider this before submitting a bid as they will be required to adhere to this delivery time. **Back orders will not be accepted.**

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. **Restrictions on dollar amount or delivery location will disqualify a bid.**

INABILITY TO DELIVER AWARDED ITEM: The vendor should give IMMEDIATE NOTICE to the School Food Service Department, Casandra Lalanne, (985) 898-3376, of inability to deliver. The School Board reserves the right to cancel the portion which has not been delivered and/or to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the vendor.

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.

DISQUALIFICATIONS: Failure to deliver certain products or delivers products that do not meet specifications may result in cancellation of awarded bid. Repeated failures to make delivery in accordance with specifications will result in disqualification of this 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. The School Food Service Department will provide written notice of the proposed action to the vendor. Restrictions on dollar amount or delivery location will disqualify a bid.

TERMINATION OF CONTRACT: If the successful bidder fails to comply with the bid instructions and 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 Smallwares from another source, with the successful bidder forfeiting their Performance Bond.

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.

TERMINATION FOR CAUSE: If scheduled deliveries are not made in time due to failure on the part of the vendor, or items do not meet specifications or is received in an unsatisfactory condition or is damaged or is in an unusable condition or failure to meet quantity requirements will result in the re-awarding of the item(s) to the second lowest bidder and to charge the successful bidder with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid/Quotation/RFP from defaulting contractor will be considered.

COST/PRICE ANALYSIS: The estimated value of this bid is \$38,000.00. 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.

PIGGYBACK PROVISION: 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.

RECORD RETENTION: 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.

INVOICES/PAYMENT: Invoice(s) shall be submitted to the St. Tammany Parish School Board, School Food Services Department, Attn: Food Service Department, 321 North Theard Street, Covington, LA 70433. PAYMENT WILL BE MADE ON THE INDIVIDUAL SITE ORDERS, NOT THE COMPLETE PURCHASE ORDER.

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](tel:(202)690-7442); or

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

This institution is an equal opportunity provider.

In addition to the bid form, the contract section form and 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
3. Certificate Regarding Lobbying
4. Disclosure of Lobbying Activities
5. Non-Collusion Statement
6. Bid Security
7. Completed Bid Form
8. Contract Section Form
9. Samples if bidding equipment other than that specified

CONTRACT SECTION

In compliance with the attached Invitation to Bid and subject to conditions imposed in the General Rules/Instructions and Specifications, the undersigned vendor offers and agrees to furnish any or all items at the prices listed on the attached bid form for the contract period upon bid award and ending June 30, 2025 upon award of this contract by St. Tammany Parish School Board.

NAME OF FIRM _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

TYPED NAME OF AUTHORIZED REPRESENTATIVE _____

COMPLETE ADDRESS OF FIRM _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

DATE _____

This instrument becomes a contract according to specifications and conditions stated herein
AFTER A SIGNATURE AND DATE APPEARS BELOW.

NAME OF FIRM _____ St. Tammany Parish School Board Food Service

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

TYPED NAME OF AUTHORIZED REPRESENTATIVE _____ Casandra Lalanne

COMPLETE ADDRESS OF FIRM _____ 321 N. Theard Street

_____ Covington, LA. 70433

TELEPHONE NUMBER _____ 985-898-3376

DATE _____

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

**REQUIRED CONTRACT PROVISIONS FOR PROCUREMENT
CONTRACTS IN CHILD NUTRITION PROGRAMS**

REQUIRED CONTRACT PROVISIONS FROM APPENDIX II OF 2 CFR PART 200

1. 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.

2. 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.

3. **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" (Appendix II of 2 CFR Part 200(E)).

4. **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 the Department of Labor regulations at 29 C.F.R. 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 shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. 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.

6. 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.

7. 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) (Appendix II of 2 CFR Part 200(G)).

8. 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. (Appendix II of 2 CFR Part 200(H)).

9. 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 or 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 STPSB and VENDOR shall take all necessary affirmative steps outlined in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps will include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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*.

2. 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.

3. Access must be granted to duly authorized representatives of the St. Tammany Parish School Board, Louisiana Department of Education, the United States Department of Agriculture (USDA) or Comptroller General to any books, documents, papers and records of the contractor with are directly pertinent to all negotiated contracts.

4. The contractor must recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

REQUIRED CONTRACT PROVISIONS FROM 7 CFR PART 210

1. The vendor shall comply with the **BUY AMERICAN PROVISION** for 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. There are two limited exceptions to the Buy American requirement.

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 SFA receives a bid from a vendor that does not include this Information, the SFA is to consider the bid non-responsive.

2. Cost Reimbursable Contracts

7 CFR 210.21(f) Cost reimbursable contracts — (1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)(A) The contractor must separately identify each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

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, Title 2 CFR Part 200.212 and Appendix II of 2 CFR Part 200). The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (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.

Prototype Certificate of Independent Price Determination

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

(Name of Vendor)

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:

Signature of Vendor's
Authorized Representative

Title

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.

Signature of School Food Authority's
Authorized Representative

Title

Date

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

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:

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.

Name and Address of Vendor

Title of Submitting Official

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

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action: (enter letter of choice)</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>		<p>2. Status of Federal Action: (enter letter of choice)</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>		<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For material change only:</p> <p>Year _____ quarter _____</p> <p>Date of last report _____</p>	
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime _____ Subawardee</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional District, if known:</p>			<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>		
<p>6. Federal Department/Agency:</p>			<p>6. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>		
<p>8. Federal Action Number, if known:</p>			<p>9. Award Amount, if known:</p> <p>\$ _____</p>		
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>			<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>			<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>		
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p>value _____</p>					
<p>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:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>					
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No</p>					
<p>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.</p>			<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>		
<p>Federal Use Only</p>			<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>		

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.

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

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
