



Frank J. Jabbia  
Superintendent

Steve E. Alfonso, Jr.  
Assistant Superintendent

Kimberly B. Gardner  
Assistant Superintendent

Mary Hart  
Assistant Superintendent

Melissa Langlois, Ed.D.  
Assistant Superintendent

District	Board Members
13	James Braud, President
6	Amanda R. Martin, Vice President
1	Matthew E. Greene
2	Roslyn H. Hanson
3	Adaline V. Rutherford
4	Kalinda Fauntleroy
5	Brandon Harrell
7	Isabelle Moore
8	Mike Peterson, Ph.D.
9	Gia R. Baker
10	Deborah McCollum
11	Tammy W. Lamy
12	Michelle Hirstius
14	Dennis S. Cousin
15	Michelle Ruffino Gallaher

August 7, 2024


Dear Vendor:

The St. Tammany Parish School Board, Child Nutrition Programs, will receive sealed bids for the 2024-2025 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)
- Certificate Regarding Debarment/Suspension (To be filled out and returned with bid)
- Certification Regarding Lobbying (To be filled out and returned with bid)
- Disclosure of Lobbying Activities (To be filled out and returned with bid)
- Non-Collusion Statement (To be filled out and returned with bid)
- Buy American Provision Certification Form (To be filled out and returned with bid)
- Contract Provisions for Procurement Contracts
- Copy of Advertisement for Bids
- Sales Tax Information
- School Calendar
- Bid Cycles for the 2024-2025 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,  
  
Casandra Lalanne, Director  
Child Nutrition Programs

CL:smt

*Learning to Last a Lifetime.®*

## Prototype Certificate of Independent Price Determination

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

\_\_\_\_\_  
(Name of Vendor)

\_\_\_\_\_  
(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.**

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

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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)

- (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.

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Organization Name

PR/Award Number or Project Name

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Name and Title of Authorized Representative

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Signature

Date

### 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:

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.

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Name and Address of Vendor

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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)

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

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.

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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 \_\_\_\_\_

# BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name: St. Tammany Parish School Board

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

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

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

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
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<div></div>	<p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$_____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$_____/_____ Price of Non-Domestically Grown Product Per Unit</p>
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<div></div>	<p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$_____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$_____/_____ Price of Non-Domestically Grown Product Per Unit</p>
<div></div>	<p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$_____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$_____/_____ Price of Non-Domestically Grown Product Per Unit</p>
<div></div>	<p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$_____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$_____/_____ Price of Non-Domestically Grown Product Per Unit</p>

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

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

SFA Name: St. Tammany Public Schools

Approval from Authorized Representative (Print Name): CASANDRA LALANNE

Approval from Authorized Representative (Signature): \_\_\_\_\_

Title: DIRECTOR, CHILD NUTRITION 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**

**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.

## 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 2024 -2025 school session for Fresh Fruits, Vegetables and Eggs (2<sup>nd</sup> 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](http://www.stpsb.org/bids) and/or [www.centralbidding.com](http://www.centralbidding.com)

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 7<sup>th</sup>

2nd printing – Wednesday, August 14<sup>th</sup>



**FRANK J. JABBIA**

Superintendent

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

**DATE:** August 7, 2024  
**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 @ 985-898-3292.



# 2024-2025 DISTRICT CALENDAR

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## CALENDAR LEGEND

- Smart Start Day: Last Names A-L
- Smart Start Day: Last Names M-Z
- All Students Report
- 1/2 Day for Students
- Teachers' Professional Development and Teacher's Day (No School for Students)
- Schools Closed (Holiday)
- Last Day of School

## TESTING DATES

LEAP 2025 testing and ACT testing dates TBD

## IMPORTANT DATES

Aug. 5	Teachers' Professional Development	Dec. 23-Jan. 3	Winter/Christmas Break*
Aug. 6	Teachers' Professional Development	Jan. 6	Professional Dev. Day, No School for Students
Aug. 7	Teachers' Day	Jan. 7	School Re-Opens
Aug. 8	Smart Start Day: Last Names A-L	Jan. 20	Martin Luther King Holiday*
Aug. 9	Smart Start Day: Last Names M-Z	March 3-7	Mardi Gras Holidays*
Aug. 12	All Students Report	March 14	End of Third Grading Period
Sept. 2	Labor Day Holiday*		1/2 Day for Students and 1/2 Day Record Keeping
Oct. 4	Parish Fair Day*	Apr. 14-21	Spring/Easter Break*#
Oct. 11	End of First Grading Period	May 22	End of Fourth Grading Period, End of Second Semester, End of Session
Nov. 5	1/2 Day for Students and 1/2 Day Record Keeping		1/2 Day for Students, 1/2 Day Record Keeping
Nov. 25-29	Election Day, No School	May 23	Teachers' Day
Dec. 20	Thanksgiving Holidays*		
	End of Second Grading Period, End of First Semester		
	1/2 Day for Students and 1/2 Day Record Keeping		

The School Board requires an appropriate program for Veterans' Day (Nov. 11). School Administrators are asked to avoid scheduling activities on the following days when possible (observance begins at sundown the day before the date listed): Oct. 3 (Rosh Hashanah); Oct. 12 (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 2024-2025 SCHOOL YEAR**

**FRESH FRUITS, VEGETABLES AND EGGS**

**BID OPENING DATE:**

**BID CYCLE**

	<b><u>FROM</u></b>	<b><u>TO</u></b>
August 26, 2024	September 1, 2024	September 30, 2024
September 23, 2024	October 1, 2024	October 31, 2024
October 28, 2024	November 1, 2024	November 30, 2024
November 18, 2024	December 1, 2024	December 31, 2024
December 16, 2024	January 1, 2025	January 31, 2025
January 27, 2025	February 1, 2025	February 29, 2025
February 24, 2025	March 1, 2025	March 31, 2025
March 24, 2025	April 1, 2025	April 30, 2025
April 28, 2025	May 1, 2025	May 31, 2025
May 27, 2025	June 1, 2025	June 30, 2025

NOTE: Bids shall be faxed on bid opening dates 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	Ship to Address:	Manager Name	Manager Email	Cafeteria Ph. #
Abita Springs Elementary	22410 Level St Abita Springs, LA 70420	Heidie Rodrigue	<a href="mailto:Heidie.Rodrigue@stpsb.org">Heidie.Rodrigue@stpsb.org</a>	(985) 893-0013
Abita Springs Middle	72079 Maple Abita Springs, 70420	Jennifer Cambre	<a href="mailto:Jennifer.Cambre@stpsb.org">Jennifer.Cambre@stpsb.org</a>	(985) 892-3569
Abney Elementary	825 Kostmayer Slidell, LA 70458	Angele Helmstetter	<a href="mailto:Angele.Helmstetter@stpsb.org">Angele.Helmstetter@stpsb.org</a>	(985) 643-2242
Alton Elementary	38276 5th Ave Slidell, LA 70459	Tekenya Collins	<a href="mailto:Tekenya.Collins@stpsb.org">Tekenya.Collins@stpsb.org</a>	(985) 863-7820
Bayou LaCombe Middle	27527 St. Joseph St Lacombe, LA 70445	Dionne Harrell	<a href="mailto:Dionne.Harrell@stpsb.org">Dionne.Harrell@stpsb.org</a>	(985) 882-5969
Bayou Woods Elementary	35614 Liberty Dr Slidell, LA 70460	Wanda Smith	<a href="mailto:Wanda.Smith@stpsb.org">Wanda.Smith@stpsb.org</a>	(985) 641-1970
Bonne Ecole Elementary	900 Rue Verand Slidell, LA 70458	Kris Lairsey	<a href="mailto:Kris.Lairsey@stpsb.org">Kris.Lairsey@stpsb.org</a>	(985) 643-7876
Boyet Jr. High	59295 Rebel Dr Slidell, LA 70461	Melanie Concepcion	<a href="mailto:Melanie.Concepcion@stpsb.org">Melanie.Concepcion@stpsb.org</a>	(985) 643-8533
Brock Elementary	259 Brakefield Slidell, LA 70458	Paula Frey	<a href="mailto:Paula.Frey@stpsb.org">Paula.Frey@stpsb.org</a>	(985) 661-2925
CENTRAL OFFICE (C.J. Schoen)	321 N. Theard St Covington, LA 70433	Jodie Kain	<a href="mailto:Jodie.Kain@stpsb.org">Jodie.Kain@stpsb.org</a>	(985) 898-6461
Carolyn Park Middle	35708 Liberty Dr Slidell, LA 70460	Jacqueline Ciruti	<a href="mailto:Jacqueline.Ciruti@stpsb.org">Jacqueline.Ciruti@stpsb.org</a>	(985) 643-8353
Chahta-Ima Elementary	27488 Pichon Rd Lacombe, LA 70445	Theresa Crawford	<a href="mailto:Teresa.Crawford@stpsb.org">Teresa.Crawford@stpsb.org</a>	(985) 882-7600
Clearwood Jr. High	130 Clearwood Dr Slidell, LA 70458	Pamela Penton	<a href="mailto:Pamela.Penton@stpsb.org">Pamela.Penton@stpsb.org</a>	(985) 641-8681
Covington Elementary	325 S. Jackson Covington, LA 70433	Cecinda (Datia) Collum	<a href="mailto:Cecinda.Collum@stpsb.org">Cecinda.Collum@stpsb.org</a>	(985) 892-8229
Covington High	73030 Lion Dr Covington, LA 70433	Stacey Doescher	<a href="mailto:Stacey.Doescher@stpsb.org">Stacey.Doescher@stpsb.org</a>	(985) 892-2407
Creekside Jr. High	65434 Hwy. 41 Pearl River, LA 70452	Darlene Myers	<a href="mailto:Darlene.Myers@stpsb.org">Darlene.Myers@stpsb.org</a>	(985) 863-7812
Cypress Cove Elementary	540 South Military Rd Slidell, LA 70461	Robert Carswell	<a href="mailto:Robert.Carswell@stpsb.org">Robert.Carswell@stpsb.org</a>	(985) 641-8334
Fifthward Jr. High	81419 Hwy 21 Bush, LA 70431	Lisa Ballard	<a href="mailto:Lisa.Ballard@stpsb.org">Lisa.Ballard@stpsb.org</a>	(985) 886-3471
Florida Ave. Elementary	342 Florida Ave Slidell, LA 70458	Shannon Stevens	<a href="mailto:Shannon.Stevens@stpsb.org">Shannon.Stevens@stpsb.org</a>	(985) 643-3297
Folsom Elementary	82144 Hwy. 25 Folsom, LA 70437	Hilda Yarborough	<a href="mailto:Hilda.Yarborough@stpsb.org">Hilda.Yarborough@stpsb.org</a>	(985) 796-5888
Folsom Jr. High	83055 Hay Hallow Rd Folsom, LA 70437	Angela Keys	<a href="mailto:Angela.Keys@stpsb.org">Angela.Keys@stpsb.org</a>	(985) 796-5557
Fontainebleau High	100 Bulldog Dr Mandeville, LA 70471	Rachelle Brady	<a href="mailto:Rachelle.Brady@stpsb.org">Rachelle.Brady@stpsb.org</a>	(985) 893-2407
Fontainebleau Jr. High	100 Hurricane Alley Mandeville, LA 70471	Vivian (Ladean) Jenkins	<a href="mailto:Vivian.Jenkins@stpsb.org">Vivian.Jenkins@stpsb.org</a>	(985) 875-7672
Honey Island Elementary	500 S. Military Rd Slidell, LA 70461	Yesenia Ruiz	<a href="mailto:Yesenia.Ruiz@stpsb.org">Yesenia.Ruiz@stpsb.org</a>	(985) 641-6932
Lake Harbor Middle	1700 Viola Street Mandeville, LA 70448	Jodie Martin	<a href="mailto:Jodie.Martin@stpsb.org">Jodie.Martin@stpsb.org</a>	(985) 674-3482
Lakeshore High	26301 Hwy. 1088 Mandeville, LA 70448	Kathie James	<a href="mailto:Katherine.James@stpsb.org">Katherine.James@stpsb.org</a>	(985) 624-5046
Lancaster Elementary	133 Pine Creek Dr. Madisonville, LA 70447	Lisa Cook	<a href="mailto:Lisa.Cook@stpsb.org">Lisa.Cook@stpsb.org</a>	(985) 792-5376
Lee Road Jr. High	79131 Hwy. 40 Covington, LA 70433	Stacie Prats	<a href="mailto:Stacie.Prats@stpsb.org">Stacie.Prats@stpsb.org</a>	(985) 892-8811
Little Oak Middle	59241 Rebel Dr Slidell, LA 70461	Wendy Sonnier	<a href="mailto:Wendy.Sonnier@stpsb.org">Wendy.Sonnier@stpsb.org</a>	(985) 643-8647
Little Pearl Elementary	63829 Hwy. 11 Pearl River, LA 70452	Susan Carswell	<a href="mailto:Susan.Carswell@stpsb.org">Susan.Carswell@stpsb.org</a>	(985) 863-6325

School Name	Ship to Address:	Manager Name	Manager Email	Cafeteria Ph. #
Lyon Elementary	1615 N. Florida St Covington, LA 70433	Kristy Lee	<a href="mailto:Kristy.Lee@stpsb.org">Kristy.Lee@stpsb.org</a>	(985) 892-0345
Madisonville Elementary	317 Hwy. 1077 Madisonville, LA 70447	Darlene Randolph	<a href="mailto:Darlene.Randolph@stpsb.org">Darlene.Randolph@stpsb.org</a>	(985) 845-3780
Madisonville Jr. High	106 Cedar St. Madisonville, LA 70447	Ann Bankston	<a href="mailto:Ann.Bankston@stpsb.org">Ann.Bankston@stpsb.org</a>	(985) 845-7275
Magnolia Trace Elementary	1405 Hwy. 1088 Mandeville, LA 70448	Melissa Singletary	<a href="mailto:Melissa.Singletary@stpsb.org">Melissa.Singletary@stpsb.org</a>	(985) 674-0958
Mandeville Elementary	519 Massena Mandeville, LA 70448	Allyson Sliker	<a href="mailto:Allyson.Sliker2@stpsb.org">Allyson.Sliker2@stpsb.org</a>	(985) 626-8127
Mandeville High	#1 Skipper Dr Mandeville, LA 70471	Monica Brown	<a href="mailto:Monica.Brown@stpsb.org">Monica.Brown@stpsb.org</a>	(985) 626-7401
Mandeville Jr. High	639 Carondelet St Mandeville, LA 70448	Jessica Bowers	<a href="mailto:Jessica.Bowers@stpsb.org">Jessica.Bowers@stpsb.org</a>	(985) 626-4059
Mandeville Middle	2525 Soult St Mandeville, LA 70448	Shan James	<a href="mailto:Shan.James@stpsb.org">Shan.James@stpsb.org</a>	(985) 626-5909
Marigny Elementary	1715 Viola St Mandeville, LA 70448	Denise Bangs	<a href="mailto:Denise.Bangs@stpsb.org">Denise.Bangs@stpsb.org</a>	(985) 674-3016
Mayfield Elementary	31820 Hwy. 190 W Slidell, LA 70460	Tracey Marter	<a href="mailto:Tracey.Marter@stpsb.org">Tracey.Marter@stpsb.org</a>	(985) 643-5506
Monteleone Jr. high	63000 Blue Marlin Dr Mandeville, LA 70448	Doreen Doughty	<a href="mailto:Doreen.Doughty@stpsb.org">Doreen.Doughty@stpsb.org</a>	(985) 951-8867
Northshore High	100 Panther Dr Slidell, LA 70461	Diane Darce	<a href="mailto:Diane.Darce@stpsb.org">Diane.Darce@stpsb.org</a>	(985) 641-6261
Pearl River High	39110 Rebel Lane Pearl River, LA 70452	Theresa (Michelle) Penton	<a href="mailto:Theresa.Penton@stpsb.org">Theresa.Penton@stpsb.org</a>	(985) 863-2620
Pine View Middle	1200 W. 27th Ave Covington, LA 70434	Anitra Batiste	<a href="mailto:Anitra.Batiste@stpsb.org">Anitra.Batiste@stpsb.org</a>	(985) 892-7094
Pitcher Jr. High	415 S. Jefferson Covington, LA 70433	Lynda Reynier	<a href="mailto:Lynda.Reynier@stpsb.org">Lynda.Reynier@stpsb.org</a>	(985) 892-6152
Pontchartrain Elementary / Tchefuncte Middle	1500 W. Causeway App. Mandeville, LA 70471	Sarah Haugh	<a href="mailto:Sarah.Haugh@stpsb.org">Sarah.Haugh@stpsb.org</a>	(985) 674-0983
Riverside Elementary	38480 Sullivan Dr Pearl River, LA 70452	Tina Guillory	<a href="mailto:Tina.Guillory@stpsb.org">Tina.Guillory@stpsb.org</a>	(895) 863-2017
St. Tammany Jr. High	701 Cleveland Slidell, LA 70458	Donna Naquin	<a href="mailto:Donna.Naquin2@stpsb.org">Donna.Naquin2@stpsb.org</a>	(985) 641-1037
Salmen High	300 Spartan Dr Slidell, LA 70458	Anthony Renaud	<a href="mailto:Anthony.Renaud2@stpsb.org">Anthony.Renaud2@stpsb.org</a>	(985) 643-8433
Sixth Ward Elementary	72360 Hwy. 41 Pearl River, LA 70452	Melissa McQueen	<a href="mailto:Melissa.Mcqueen@stpsb.org">Melissa.Mcqueen@stpsb.org</a>	(985) 863-2172
Slidell High	#1 Tiger Dr. Slidell, LA 70458	Kelly Renaud	<a href="mailto:Kelly.Renaud@stpsb.org">Kelly.Renaud@stpsb.org</a>	(985) 643-2832
Slidell Jr. High	333 Pennsylvania Dr Slidell, LA 70458	Bethany Quinlan	<a href="mailto:Bethany.Quinlan@stpsb.org">Bethany.Quinlan@stpsb.org</a>	(985) 643-1316
Whispering Forest Elementary	300 Spiehler Rd Slidell, LA 70458	Alesia Guynup	<a href="mailto:Alesia.Guynup@stpsb.org">Alesia.Guynup@stpsb.org</a>	(985) 646-2756
Woodlake Elementary	1620 Livingston St Mandeville, LA 70448	Christie Lewis	<a href="mailto:Christi.Lewis@stpsb.org">Christi.Lewis@stpsb.org</a>	(985) 626-8747
St. Tammany Parish School Board	321 N. Theard St. Covington, LA 70433	Jodie Kain	<a href="mailto:Jodie.Kain@stpsb.org">Jodie.Kain@stpsb.org</a>	(985) 898-6434

**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 L275 - FRESH FRUITS, VEGETABLES, AND EGGS (2<sup>ND</sup> BID REQUEST)**.” The date and time for each bid is shown on the Bid Cycle for the 2024-2025 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. The responsibility for timely delivery rests solely with the bidder. Bids delayed through any means of delivery service and after the deadline will not be accepted. 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](http://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) Prices shall be good according to enclosed Bid Cycle (Attachment A).

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.

**Bidders must have at least one third party audit per year. A copy of the latest audit must be submitted with the first bid.**

**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 must submit a copy of their current licensed certificate issued under the Perishable Agricultural Act (USDA) with the first bid. Only licensed vendors are eligible to bid. It is the responsibility of the vendor to report if their certification is revoked or denied.**

Successful bidder must consent to and yield to the exclusive venue and jurisdiction of the 22<sup>nd</sup> 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.

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### **INSTRUCTIONS AND CONDITIONS**

**SPECIFICATIONS:** Bids must be submitted on enclosed bid form and 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. **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.**

**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 **each bid**. The vendor must identify all food products bid by the Company that do not meet the definition of "domestic" on this document. **In the event the St. Tammany Parish School Board receives a bid from a vendor that does not include this information, the STPSB is to consider the bid non-responsive.**

**GRADES:** 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. Items bid shall meet or exceed the USDA grading requirements for the item and grade specified. A warning will be issued to awarded vendor when any product is found to be lesser than that specified.

**SIZE/PACK:** The size stated on the bid form represents the approximate size desired. **Country of Origin, 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.**

**PACKING:** 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.

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

**BID SUBMISSION:** Telephone facsimile bids will be accepted between the hours of 8:30 a.m. and 2:00 p.m. by Stacey Toomer, Purchasing Department, **on the dates listed** on the Bid Cycle for the 2024-2025 School Year. (see Attachment A)

**A copy of latest audit report, current licensed certificate, 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 submitted with first bid.**

**BID PRICE:** 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.

**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 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.

**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.

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

**AWARDS:** 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	0.50%
Apples, Red Delicious, 40 lbs. Case	500	2.96%
Bananas, 40 lb. Box	7,500	44.43%
Broccoli Crowns, US No. 1, 20 lbs. Case	440	2.61%
Cabbage, Red Per 5 lbs.	5	0.03%
Cabbage, Green Chopped 4/5 lb.	5	0.03%
Cantaloupe	510	3.02%
Carrots, Baby, 30 lbs. Case	250	1.48%
Cauliflower, 2 Head Count	220	1.30%
Celery, 60 lbs. Case	100	0.59%
Cilantro, pack, 3 bunches	5	0.03%
Cucumber, 5 lbs. Case	500	2.96%
Eggs, Medium, 30 doz.	200	1.18%
Grapes, Green Seedless	25	0.15%
Grapes, Red Seedless	1,000	5.92%
Honeydew, 8-9 count, 20-25 lb. Case	260	1.54%
Kiwi, 70-75 count, 22-24 lbs. Case	200	1.18%
Lettuce, Green Leaf, 24 Heads / 25 lb.	100	0.59%
Onions, Green, Shallots, by the doz. Bunch	100	0.59%
Onions, Yellow Globe, 50 lbs. Sack	150	0.89%
Oranges, 40 lbs. Case	1,200	7.11%
Peppers, Sweet Green, 25 lb Box	500	2.96%
Potatoes, Russet, 80 count, 50 lbs.	50	0.30%
Potatoes, Sweet, 100 count, 40 lbs.	25	0.15%
Spinach, Cello, 12/10oz. bags	1,200	7.11%
Squash, Yellow, 5 lbs.	300	1.78%
Strawberries, 1 lb. Clamshell Container	750	4.44%
Tomatoes, 25 lb. Case	400	2.37%
Watermelon	100	0.59%
Zucchini, med. to dark green, per 5 lbs.	200	1.18%
<b>TOTALS</b>	<b>16,880</b>	<b>100.00%</b>

**NOTICE OF ACCEPTANCE:** Produce Bid Award will be given by telephone with written notice to follow.

**BID or RFP PROTEST PROCEDURES:** Any protest to the award/rejection of a bid or proposal must be submitted in writing to the Supervisor of Purchasing, 321 N. Theard Street, Covington, LA 70435 within one (1) week from receipt of award/rejection letter.

**ORDERS FOR FOOD:** 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.

**NOTE:** 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.

**Items bid with minimum order quantities will not be considered.**

**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

**DELIVERIES:** 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: Casandra Lallanne) 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.

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

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

INABILITY TO DELIVER: The vendor should give IMMEDIATE NOTICE to the School Food Service Department, Casandra Lalanne, (985)898-3371, 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.

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

FOOD SAFETY: Vendor must comply 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.

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

All recall notices are to be provided to both of the following persons representing St. Tammany Parish Food Service Department:

- Casandra Lalanne, Director of Child Nutrition, St. Tammany Parish Public Schools Phone: 985-898-3371 Fax: 985-898-6499 Email: [Casandra.Lalanne@stpsb.org](mailto:Casandra.Lalanne@stpsb.org)
- Food Service Department, St. Tammany Parish Public School Phone: (985)898-3234 Fax: 985-898-6499 Email: [food.service@stpsb.org](mailto:food.service@stpsb.org)

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.

COST/PRICE ANALYSIS: The estimated value of this bid is \$323,000.00. This is an estimated value and St. Tammany Parish will not be held to this dollar value.

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.

INVOICES: Invoices must contain complete product information (i.e. brand name, packaging information). All illegible or incorrect invoices will be returned for re-working without penalty to the School Food Service Department. Legible invoices for the items delivered and accepted shall be submitted 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: Casandra Lalanne for (1) one 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.

**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.

**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

**NO BID RESPONSE:** If your company is unwilling or unable to bid due to product offering, location, or any other reason, please fill out the enclosed "STATEMENT OF NO BID". Return this form to following address listed on form or email form to [purchasing@stpsb.org](mailto:purchasing@stpsb.org).



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](mailto: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 2<sup>ND</sup> BID REQUEST)**

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	<b>Apples, Granny Smith, 40 lb. Box, 100-138 count:</b> 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	<b>Apples, Red Delicious, 40 lb. Box, 100-138 count:</b> 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	<b>Bananas, 40 lb. Box:</b> 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.	7,500 Cases		40 lb. Case			40 lb.	
3755	<b>Broccoli Crowns, US No. 1, 20 lb. Box:</b> 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	440 Cases		20 lb. Case			20 lb.	
3757	<b>Cabbage, Green Chopped:</b> Meets technical requirement of No. 1, Case of 4/5lb.	* 5 Cases		20 lb. Case			20 lb.	
3758	<b>Cabbage, Red, Per 5 lbs.:</b> Meets technical requirement of No. 1, By the 5 lbs.	* 5 / 5 lb.		5 lb.			5 lb.	
3759	<b>Cantaloupes, 15-18 count, 38 - 40 lb. / Box:</b> Meets technical requirement of No. 1. mature, firm, well formed, which are free from decay, and free from damage caused by dirt, aphid 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	<b>Carrots, Baby, 30 lb case:</b> 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	<b>Cauliflower, 2 Head Count:</b> Meets technical requirement of Commercial, medium, Whole, trimmed, two head count, By the Head.	* 220 2 Head Pk.		2 Head Pack			<u>        </u> 2 Head	
3762	<b>Celery, 60 lb. case:</b> 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			<u>        </u> 60 lb.	
3763	<b>Cilantro, By the Pack (3 Bunches, approx. 4-6 oz.):</b> 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	5 Packs		Pack (approx. 4-6 oz.)			<u>        </u> Pack	
3764	<b>Cucumber, 5 lb.:</b> Meets technical requirement of Commercial, medium, By the 5 lbs.	* 500 / 5 lb.		5 lb.			<u>        </u> 5 lb.	
3765	<b>Eggs, 30 Doz.:</b> Grade A, medium size, 30 dozen - full case	200 30 Dozen		30 Dozen			<u>        </u> 30 Dozen	Each
3766	<b>Grapes, Green, Seedless, 18 lb. / Lug:</b> Sweet, seedless, meets technical requirement of No. 1, Whole lug, Approximate gross weight 18 pounds/lug. By the lug.	25 Lugs		18 lb./Lug			<u>        </u> 18 lb.	
3767	<b>Grapes, Red, Seedless, 18 lb. / Lug:</b> 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			<u>        </u> 18 lb.	
3768	<b>Honeydew, 8-9 count, 20-25 lb. / Box:</b> Meets technical requirement of No. 1. mature, firm, well formed, which are free from decay, and free from damage caused by dirt, aphid 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			<u>        </u> 20-25 lb.	
3769	<b>Kiwi, 70-75 count, 22-24 lb., Box:</b> Meets technical requirement of No. 1. 70-75 count. Whole box, Approximate gross weight 22-24 pounds/carton. By the carton.	200 Cases		70-75 ct. / 22-24 lb. Case			<u>        </u> 22-24 lb.	
3770	<b>Lettuce, Green Leaf, 24 Heads / 25 lb.:</b> 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			<u>        </u> 25 lb.	
3773	<b>Onions, Green, Shallots:</b> Meets technical requirement of No. 2 or better, 12 per bunch. By the dozen/bunch.	100 Dozen		Dozen			<u>        </u> Dozen	
3774	<b>Onions, Yellow Globe, 50 lb. / Sack:</b> Meets technical requirement of No. 1, medium to large size. Packed in 50-pound sack. By the sack.	* 150 Sacks		50 lb. Sack			<u>        </u> 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	<b>Oranges, 125-138 count, 40 lb. / Box:</b> 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	<b>Peppers, Sweet Green, 25 lb./Box:</b> Meets technical requirement of No. 1, medium size. Whole box, Approximate gross weight 25 pounds/box. By the box	500 Cases		25 lb. Case			25 lb.	
3778	<b>Potatoes, Russet, 80 count, 50 lb. / Box:</b> 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	<b>Potatoes, Sweet, 100 count, 40 lb. / Box:</b> 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	<b>Spinach, 10 oz. Cello Bag:</b> 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.	1,200 Bags		10 oz. Bag			10 oz. Bag	
3782	<b>Squash, Yellow, Per 5 lbs.:</b> Meets technical requirement of Commercial, medium, By the 5 lbs.	300 / 5lbs		5 lb.			5 lb.	
3783	<b>Strawberries, 1 lb. Clamshell Container:</b> 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	<b>Tomatoes, Bulk, 25 lb. Box:</b> 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			25 lb.	
3785	<b>Watermelon, 20-25 lb. Each:</b> Meets technical requirement of No. 1. Average weight 20-25 pounds each. By the Each	100		Each			Each	
3786	<b>Zucchini, medium to dark green, Per 5 lbs.:</b> 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.	200 / 5 lbs.		5 lb.			5 lb.	

Revised 7/8/2024

\* 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.**

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

## **STATEMENT OF NO BID**

Due to the limited number of vendors in our area, we are encouraged to seek out and request a STATEMENT OF NO BID in order to maintain compliance with federal and state procurement requirements whenever there is limited or no competitive bidding. If your company does not intend to submit a bid, your submission of the STATEMENT OF NO BID will help us meet the justification requirements for a contract award. All vendors are highly encouraged to submit bids whenever possible.

If returning a STATEMENT OF NO BID, please mail it to the following **address** or email to **[purchasing@stpsb.org](mailto:purchasing@stpsb.org)**

***St. Tammany Parish School Board  
Purchasing Department  
L275 – FRESH FRUITS, VEGETABLES & EGGS (2<sup>ND</sup> BID REQUEST)  
321 N. Theard Street  
Covington, LA 70433***

Date: \_\_\_\_\_

We, the undersigned, have declined to participate in St. Tammany Parish Child Nutrition Program invitation for vendors to submit bids in response to this solicitation for food products pricing for the following reasons:

\_\_\_\_ We do not offer this product;  
\_\_\_\_ Unable to meet specifications; please specify: \_\_\_\_\_  
\_\_\_\_ Unable to meet procurement requirement; please specify: \_\_\_\_\_  
\_\_\_\_ Unable to deliver to your location (area): \_\_\_\_\_  
\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_ Solicitation was too restrictive; please explain: \_\_\_\_\_  
\_\_\_\_\_

If possible, how could our School Food Authority (SFA) improve its procurement process to encourage more vendors, similar to your company, to respond to solicitations like this one?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE MARK “STATEMENT OF NO BID FROM FOOD VENDOR” ON THE OUTSIDE OF THE ENVELOPE.**

COMPANY NAME: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_