

BID ADVERTISEMENT

Sealed bids will be received by the S. Bernard Parish School Board, 200 East St. Bernard Hwy., Chalmette, Louisiana, 70043 until 9:00 A.M. CST on Friday, March 28, 2025 for the purpose of providing (MILK AND MILK PRODUCTS) to the St. Bernard Parish School Board Food Services Department for the period of July 1, 2025 through June 30, 2026.

At 9:00 A.M. CST on Friday, March 28, 2025, bids will be formally opened and read aloud. Bids received after the closing time will be returned un-opened. The public is invited to attend the bid openings.

Bids are to be addressed to the St. Bernard Parish School Board at the above address. The envelope containing the proposal should be clearly marked, "**BIDS MILK AND MILK PRODUCTS**". Additionally, in compliance with La. Act 590, electronic bid submittal procedures have been established for this project, and are available online at <https://www.bidnetdirect.com/louisiana/stbernardparishpublicschools>.

Each sealed bid shall be either hand delivered by the bidder or his agent in which instance the deliver shall be handed a written receipt or such bid shall be sent by registered or certified mail with a return receipt requested. Additionally, bids may be submitted electronically via procedures established online.

Specifications' and bid packets may be obtained upon request from St. Bernard Parish School Board Office in writing, at 200 East St. Bernard Hwy., Chalmette, Louisiana, 70043, or by calling Mr. Michael Morel, Food Services Manager at (504-301-2000) or online at <https://www.bidnetdirect.com/louisiana/stbernardparishpublicschools>.

A **VOLUNTARY** pre-bidders conference will be held on Friday, March 21, 2025 at 8:30 A.M. CST at the St. Bernard Parish School Board Office, 200 East St. Bernard Hwy., Chalmette, Louisiana 70043 at which time vendors may submit questions or request clarification of any requirements of the bid request.

St. Bernard Parish School Board reserves the right to accept or reject any or all bids that may not serve its best interest. No bid may be withdrawn for at least forty-five (45) days after the closing time from the receipt of bids. Only firm bids will be accepted. No alternate bids will be considered or tabulated.

Doris Voitier
Superintendent

ADVERTISEMENT DATES
March 7 and March 14, 2025

This institution is an equal opportunity provider.

**St. Bernard Parish School Board
Bid For
MILK AND MILK PRODUCTS
JULY 1, 2025 through JUNE 30, 2026**

**INVITATION FOR BID (IFB)
FOR MILK AND MILK PRODUCTS**

**Voluntary Pre-Bidders Meeting: 8:30 A.M CST, Friday, March 21, 2025
St. Bernard Parish School Board Office
200 East St. Bernard Highway
Chalmette, Louisiana 70043**

**Public Bid Opening: 9:00 A.M. CST, Friday, March 28, 2025
St. Bernard Parish School Board Office
200 East St. Bernard Highway
Chalmette, Louisiana 70043**

**Contact Person: Michael P. Morel
Contact Person Title: Food Services Manager
Contact Person Phone Number: 504-301-2000
Contact Person Email: michael.morel@sbpsb.org**

PLEASE READ THE SOLICITATION CAREFULLY

St. Bernard Parish School Board
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GENERAL INSTRUCTIONS FOR BIDDING MILK AND MILK PRODUCTS

Sealed bids will be received by the St. Bernard Parish School Board, 200 East St. Bernard Hwy., Chalmette, Louisiana, 70043 until 9:00 A.M., CST, on Friday, March 28, 2025 for providing **CLASS 1 (MILK AND MILK PRODUCTS)** to the St. Bernard Parish School Board Food Services Department for the period of July 1, 2024 through June 30, 2025.

At 9:00 A.M., CST, on Friday, March 28, 2025 for, bids on hand will be formally opened and read aloud. Bids received after the closing time will be returned un-opened.

Bids are to be addressed to the St. Bernard Parish School Board at the above address. The envelope containing the proposal should be clearly marked, "**BID FOR MILK AND MILK PRODUCTS**". Additionally, in compliance with La. Act 590, electronic bid submittal procedures have been established for this project, and are available online at <https://www.bidnetdirect.com/louisiana/stbernardparishpublicschools>.

Each sealed bid shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt or such bid shall be sent by registered or certified mail with a return receipt requested. Additionally, bids may be submitted electronically via procedures established online. Bids faxed or emailed will not be accepted.

St. Bernard Parish School Board reserves the right to accept or reject any and/or all bids and to accept any proposal that may serve its best interest. No bid may be withdrawn for at least forty-five (45) days after the closing time from the receipt of bids. Only firm bids shall be accepted. No alternate bid will be considered or tabulated.

Bid packages may be obtained upon request in writing from the School Board Office:

Michael Morel, Food Services Manager
St. Bernard Parish School Board Office
200 East St. Bernard Highway
Chalmette, Louisiana 70043

or by calling (504) 301-2000. Additionally, bid packages may be obtained online from the School Board's website at <http://www.spbsb.org> or at <https://www.bidnetdirect.com/louisiana/stbernardparishpublicschools>.

A **Voluntary** pre-bidders conference will be held at 8:30 A.M CST, Thursday, March 21, 2025 at the St. Bernard Parish School Board Office, 200 East St. Bernard Hwy., Chalmette, Louisiana, 70043 at which time vendors may submit questions or request clarification of any requirements of the bid request. In addition, written questions concerning this bid packet should be addressed to Michael Morel, Food Services Manager, at the address noted above, faxed to

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504-301-2010, or emailed to Michael.morel@sbpsb.org by 4:00 P.M. on March 20, 2024 and should be clearly marked, **"BID QUESTION"** on the envelope or subject line.

REQUIRED DOCUMENTS

Each documents must be fully completed, and where applicable, signed and dated. Unless otherwise noted, one (1) copy of each document must be submitted.

Failure to submit any of the requested documents or any document not fully completed will result in the disqualification of the bidder's complete bid.

The following documents must be completed and submitted in the sealed bid packet.

1. Bid Form. The bid form provided in the bid package must be used. Use of any other bid form will disqualify bidder's complete bid.
2. Signature Page
3. Buy American Provision Certification Form for Food Purchases.
4. Escalator/De-escalator information on Milk

The following documents must be completed and submitted prior to the awarding of the bid contract:

1. Certification of Independent Price Determination form.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form.
5. Certification Regarding Lobbying form.
6. Disclosure of Lobbying Activities.
7. Certificate of Insurance, verifying, General Liability, Automobile, and Workers Comp insurance.
8. Non-collusion Stateemnt

Any forms previously submitted to the St. Bernard Parish School Board, for any reason, will not be accepted as compliance with the document requirements of this bid.

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DETERMINATION OF BIDS: Where bids are not qualified by specified limitations, the School Board reserves the right to award all or any of the items according to its best interest. Bids shall be submitted on the forms provided and in accordance with the information given on them. In the case of items specified as "or equal as approved" the decision of the School Board or School Board Representative shall be final. St. Bernard School Board reserves the right to increase or decrease the quantities specified for bid or ordered as the case of may be.

- A. The bid is a requirements contract for the Milk and Milk Products specified and effective for the period of time stated. The quantities of merchandise or supplies are estimates only, and are not purchased by this contract. Except as this contract may otherwise provide, if the St. Bernard Parish School Board requirement does not result in orders in the quantities described as "estimated," that fact shall not constitute the basis for any price adjustment. The St. Bernard Parish School Board reserves the right to cancel all bids in part or in total based upon the availability of USDA donated commodities without penalties to the St. Bernard School Board.
- B. Delivery or performance shall be made only as authorized by orders issued by an authorized representative of the Food Services Department. The contract shall furnish to the St. Bernard Parish School Board merchandise or supplies specified by the order, unless the order for a single item or combination of items is in excess of twenty (20%) percent of the estimated or maximum quantity.
- C. The estimated quantities may not be the total requirements of The St. Bernard Parish Board, but are strictly estimates of requirements. The **approximate monthly** value of the Milk and Milk Products bid during the 2024-2025 school year was about \$ 60,000.00. Prospective vendors may contact the Food Services Department for estimated quantities used of each of the products requested during the last school year. The St. Bernard Parish School Board shall order from the contractor all of the Food Services Department requirements for specified and awarded Milk and Milk Products.
- D. Gratuities: Bidders are expressly advised that gratuities are not allowed. SFS employees may not accept any gift, service, honorarium, stipend, or fee; or use their position for private advantage or personal, financial, or material gain. The SFA will investigate reported violations. Bidders, whom the SFA finds to have violated these provisions, may be barred from doing business with the SFA; employees may be disciplined according to the SFA policy.
- E. Non-Collusion: By submission of the bid, the Bidder certifies that the bid has been arrived at independently and submitted without collusion with any other Bidder and the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the bidder and will not be communicated to any person prior to the opening of the bid.

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AWARDING OF BIDS: A bottom line (All or Nothing) evaluation based on a calculation of product weight factors, (see table below) will be used to determine the bid award for Milk and Milk Products. Bid specifications are to include a fixed escalator or de-escalator clause (E/D). This escalator must be in accordance with the United States Bureau of Labor Statistic's Consumer Price Index and /or Wholesale Price index as stated in Louisiana R.S. 38.2212A (2). Additionally, should the prevailing CWT price or the differential price of raw milk increase or decrease from the present cost, the prices on this contract will increase or decrease to reflect such change. At no time will the price be changed without first notifying the School Board in writing of such change and would change on the first day of the month subsequent to the receipt of the written notification. As an example: for each 18 cents per CWT increase or decrease, the price would increase or decrease .0010 per half pint.

The bid award evaluation based on a calculation of product weight factors and percentage of usage purchasing history will be used to determine the bid award to the most responsible and responsive bidder.

- A "Responsive Bidder" will be able to meet the requirements described in this solicitation.
- A "Responsible Bidder" is willing and capable of furnishing the foods or services described in this solicitation.

Rounding of Price(s): Any price which goes beyond the fourth decimal point (e.g. beyond the ten thousand place) shall be rounded downward. (i.e., a price of \$3.64528 shall be computed and considered \$3.6452)

Bid Award Calculation
July 1, 2024- June 30, 2025

Product Weight Factors	Percentage
Skim and 1% 8 ounce cartons	90%
Whole Milk –gallon	5%
Orange Juice –gallon	2.5%
Orange Juice- ½ gallon	2.5%

BID PROTEST PROCEDURES: If any Vendor who submitted a bid has an objection to the award of the contract to the apparent selected Vendor, the objecting Vendor shall furnish that protest in writing or by email (Michael.morel@sbpsb.org) to the SFA within SEVEN (7) business days of the Vendor notification of the awarded contract. The protest shall describe in detail the basis for the protest and relevant facts under such terms and conditions as deemed proper. If the protest is filed in a timely fashion, the SFA will review the basis for the protest and will review the matter under the terms and conditions and shall notify those Bidders involved of its decision. The decision shall be final and binding on the objecting

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CHILD NUTRITION (CN) LABELS, NUTRITION LABELS AND PRODUCT FORMULATION STATEMENTS: When a CN label or a product formulation statement is requested, the CN label or product formulation statement must provide the meal component contributions stated. If the item delivered does not provide the meal component contributions as stated on the CN label or the manufacturer's product formulation statement, the proposer/contractor will be responsible for reimbursing the School Food Authority (SFA) for the losses including, but not limited to, the loss of federal meal reimbursements, product substitution costs, and the cost of any penalties imposed on the SFA by state and federal agencies responsible for administering the National School Lunch, School Breakfast Programs, Summer Food Service Program and the After School Snack Program.

PRE-APPROVED EQUALS Vendors may submit samples of items for consideration as "equal" to the product requested on the bid at least one week before the bid opening (see below "samples") the request for equal will be evaluated and determined as an equal item by the SBPSB Food Services Department. Notification of the decision to approve or reject an item "equal" will be made by the SBPSB Food Services Department and will be communicated to the vendor with the bid award.

SAMPLES: When samples are requested or sent by a vendor for consideration as an equal item to the one requested in the bid request, the sample must be submitted by the firm so as to reach the designated place (Food Services Office) **before the end of the business day, one calendar week prior to the opening of the bids.**

INTENT AND INTERPRETATIONS FOR SPECIFICATION: Among the primary requirements are sanitation, quality, cost, delivery and service. All foods must be adequately processed, adequately wrapped and delivered in conformance with sanitation requirements of the United States Department of Agriculture (U.S.D.A) and the Louisiana Department of Health and Hospitals (DHH).

REJECTION OF BIDS: Bids may be rejected if they show 1. Additions not called for, 2. Conditions or Alternate Quotations 3. Brands not approved of or 4. Incomplete bids. A complete bid must include: BRAND NAME OF ITEM, ITEM PACKAGING, THE PRICE QUOTE IN UNITS REQUESTED, AND NUTRITIONAL INFORMATION, CN LABELS OR PRODUCT FORMULATION STATEMENTS ON ITEMS INDICATED ON THE BID REQUEST FORM AND ALL COMPLETED FORMS REQUIRED ON PAGE 2 OF THE BID CONDITIONS. Failure to provide bids as requested will result in REJECTION of bidder's quote on that item.

GUARANTEE: All customary guarantees for quality and services as specified by the vendor for the particular items furnished shall apply to the items furnished under the bid system by the School Board.

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INSPECTION: Upon delivery of each item to the specified place, inspection of each item will be made by a representative of the School Board at the point of delivery. Acceptance of the item(s) will be made after inspection determines that all requirements of the specifications or bids are met.

If rejected, the vendor will be required to replace the merchandise or to issue a credit on the invoice at the option of the Manager of the Food Services Department. In the event of a REJECTION of any merchandise and the need for the St. Bernard Parish School Board to supply it, the contractor shall be responsible for the additional cost if any, incurred by the St. Bernard Parish School Board in obtaining another source of merchandise. Failure to meet the delivery date(s) and time(s) may be reason to reject future bids of any such vendor.

INVOICES: Invoices for items delivered and accepted shall be submitted by the vendor in duplicate to the place of delivery.

THE REQUEST FOR PAYMENT OF ITEMS DELIVERED AND ACCEPTED SHALL BE SUBMITTED TO THE ST. BERNARD PARISH SCHOOL BOARD, SCHOOL FOOD SERVICES DEPARTMENT, AT THE END OF THE MONTH ON A VENDOR'S STATEMENT FOR EACH INDIVIDUAL SCHOOL.

TERMS: The unit price of each item includes delivery of these items with all transportation prepaid to the destination. All items shall be delivered to the specified points of delivery on the date or dates specified when the order is placed. Successful bidders must be able to assure the School Board that they have sufficient trucks and equipment to make a satisfactory delivery as required by the individual schools.

PLACEMENT OF ORDERS: Orders will be placed by a member of the School Cafeteria or by the Administrative Personnel of the Food Services Department at least one week before delivery is expected. The Food Services Department reserves the right to add or delete items from any order previously placed at any time prior to the delivery date.

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Any bidder must bid on delivery to all schools and SBPSB locations listed in the chart below. Such bidder is required to submit this price by the items for all schools and SBPSB locations and if awarded a contract, will be required to deliver all items on this contract to any or all these schools and SBPSB locations as requested.

Location	Address
Arabi Elementary School	7200 Alexander Avenue, Arabi, La 70032
Chalmette Elementary School	75 E. Chalmette Circle, Chalmette, La 70043
Chalmette High School –Main Campus	1100 E. Judge Perez Drive, Chalmette, La 70043
Chalmette High School-Lacoste Campus	1101 E. Judge Perez Drive, Chalmette, La 70043
Joseph Davies Elementary School	4101 Mistrot Drive, Meraux, La 70075
J.F. Gauthier Elementary School	1200 E. LA Highway 46, St. Bernard, La 70085
Andrew Jackson Middle School	201 Eighth Street, Chalmette, La 70043
C.F. Rowley Alternative School	49 Madison Avenue, Chalmette, La 70043
St. Bernard Middle School	2601 Torres Drive, St. Bernard, La 70043
N.P. Trist Middle School	#1 Pirates Cove, Meraux, La 70075
W. Smith Jr. Elementary School	6704 E. St. Bernard Highway, Violet, La 70092
Lacoste Elementary School	1625 Missouri Street, Chalmette, La 70043
Arlene Meraux Elementary School	4004 Paris Road, Chalmette, La 70043
Maumus Center	721 Friscoville Avenue, Arabi, La 70032
Frank's Place (School Board Office)	200 E. St. Bernard Highway, La. 70043
School Food Service Warehouse	5912 St. Bernard Highway, Violet, La 70092

Deliveries must be made during the hours of 6:30 AM and 11:00 AM, Monday thru Friday, or at other times that are mutually agreed upon by the Food Services Department and the vendor. Deliveries will not be accepted on regularly scheduled school holidays or at other times as may be necessary, provided adequate notice is given to vendor. The Food Services Department reserves the right to refuse delivery of any items not delivered in accordance with the above provisions. **Delivery drivers and responsible for rotation of milk and for placing the milk in milk coolers or coolers. All milk must have at least twelve (12) days of shelf life from the date of delivery.**

BACKORDERS: The St. Bernard Parish School Board reserves the right to cancel and reject orders for items not delivered on the scheduled delivery date. Vendors who wish reschedule items for future delivery dates (i.e. BACKORDERS) must contact the Food Services Manager and obtain prior approval to deliver backordered items.

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DEFAULT AND TERMINATION:

A: The St. Bernard Parish School Board may, subject to the paragraphs below, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:

1. Deliver the merchandise or supplies within the time specified in this contract or any extension.
2. Furnish the merchandise or supplies in accordance with the specifications, inspections, grading or certification.
3. Perform any of the other provisions of this contract. The St. Bernard Parish School Board's right to terminate this contract under the provisions stated above may be exercised if the contractor does not cure such failure within seven (7) days after receipt of written notice from the buyer of the Food Services Department specifying the failure on the part of the Contractor.

B. If the St. Bernard Parish School Board terminates this contract in whole or in part, it may acquire under the terms and in the manner the Food Services Manager considers appropriate, merchandise or supplies similar to those terminated, and the contractor shall be liable to the St. Bernard Parish School Board for any excess costs for those merchandise or supplies in addition to liquidated damages. However, the contractor shall continue the work of furnishing the merchandise or supplies not terminated.

C. The contractor shall not be liable for any excess costs if the failure to perform the contractor arises from causes beyond the control and without the fault or negligence of the contractor which causes are limited to (1) acts of God or of the public enemy, (2) fires, (3) floods, (4) epidemics, (5) quarantine restrictions, or (6) hurricanes. The contractor must provide written notice within ten (10) days of any such event. Failure to do so shall constitute a waiver on the part of the contractor.

D. The right and remedies of the St. Bernard Parish School Board in this clause are in addition to any other rights and remedies provided by law or under this contract.

FOOD LAWS: Vendors shall be expected to operate in accordance with all applicable laws, ordinances, regulation and rules of federal, state, and local authorities, including but not necessarily restricted to, a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect a Vendor's facilities and vehicles. Select Vendor must have documented its company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SPOs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

FOOD RECALL: Vendor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance

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that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Select Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls at the request of the SFA.

BIOSECURITY: The Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism ACT 2002 under the U. S. Department of Health and Human Services, FDA and Under the USDA Food and Safety and Inspection Service. . Vendor will define their Biosecurity policy and procedures at the request of the SFA.

EQUAL OPPORTUNITY:

A. All contracts awarded in excess of 410,000.00 by St. Bernard Parish School Board (SBPSB) require compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in the United States Department of Labor regulation (41CFR, Part 60). During the performance of this contract the Vendor agrees to comply with all of the aforesaid provisions and to furnish to SBPSB all information required in the prescribed form. The Vendor shall permit access to its books, records, and accounts by SBPSB, the Louisiana Department of Education or the United States Department of Agriculture for the purpose of investigating to ascertain the vendor's compliance with the applicable rules, regulations and orders. If it is determined that the Vendor is not in a compliance with this clause or any rules, regulations or orders of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further contracts with SBPSB in accordance with the aforesaid procedures. The Vendor shall include the terms and conditions of this Article in every subcontract or purchase order that is not exempt under the aforesaid rules, regulations or orders.

B. During the performance of this contract, the Vendor agrees as follows:

1. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
2. The Vendor shall take affirmative action to ensure the applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation and (8) selection for training including apprenticeship.
3. The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explains this clause.

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4. The Vendor shall, in all solicitations or advertisement of employees placed by or on behalf of the Vendor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or nation al origin.
5. The Vendor shall send, to each labor union or representative of workers with whom it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendors' commitments under the clause, post copies of the notice in conspicuous places available to employees and applicants for employment.

ACCESS TO RECORDS: The SBPSB, the Louisiana Department of Education, the United States Department of Agriculture and the Comptroller General of the United States, or any authorized representative shall have access to any books, documents, papers, and records of the vendor relating to this contract, for the purposes of making any audit, examination, excerpts, and transcriptions. Vendors shall maintain all required documents for three years after the final payment or in the event of any audit until the audit is closed.

INSPECTION OF PUBLIC RECORDS: All information received from selected Vendor shall be subject to inspection once the contract is awarded.

TAXES; LOUISIANA SALES TAX AND ST. BERNARD SALES TAX SHOULD NOT BE INCLUDED ON BID FORM. THE ST. BERNARD PARISH SCHOOL BOARD IS EXEMPT FOR ALL STATE AND LOCAL SALES TAX UNDER HOUSE BILL, 1139

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

Required Contract Provisions from Appendix II of 2 CFR Part 200

1. **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 200E).

2. **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

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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 Appendix II of 2 CFR Part 200(D).

3. The vendor shall comply with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).

4. **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 (Appendix II of 2 CFR Part 200(I)).

5. Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 (Appendix II of 2 CFR Part 200(A)).

6. 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 (Appendix II of 2 CFR Part 200(B)).

7. **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 (Appendix II of 2 CFR Part 200(F)).

8. **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

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awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).

9. **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)).

10. **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 (Appendix II of 2 CFR Part 200(I)).

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 vendor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321) 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 requirement's, 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 business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and 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.
- Links below may provide sources for sponsors to find listings of minority and women's business enterprises.

- Small Business Association List of federally-certified minority and woman-owned businesses:
<http://sba8a.com>

St. Bernard Parish School Board
Bid For
MILK AND MILK PRODUCTS
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- Louisiana's Hudson Initiative (Small Entrepreneurship) Program:
<https://www.doa.la.gov/Pages/osp/se/secv.aspx>

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.

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).

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:
 - a. Price of the domestic food alternative substitute (s); and
 - b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
- B. Reason for exception: limited/lack of availability or price (include price):
 - c. Price of the domestic food product; and
 - d. 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 the bid packet. The vendor must identify all food products by the company that do not meet the definition of information; the SFA must consider the bid non-responsive.

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. Contractors are required to maintain all required records for three years after the final payment and all other pending matters (audits) are closed for all negotiated contracts.
- 3. Access must be granted to duly authorized representatives of the SFA, State Agency, US Department of Agriculture (USDA) or Comptroller General to any books, documents, papers and records of the contractor which 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)

Further information regarding this proposal may be obtained from:

St. Bernard Parish School Board
Bid For
MILK AND MILK PRODUCTS
JULY 1, 2025 through JUNE 30, 2026

Michael P. Morel

Food Services Manager

St. Bernard Parish School Food Services Department

200 East St. Bernard Highway

Chalmette, Louisiana 70043

Telephone: 504-301-2000 fax: 504-301-2010 email: Michael.morel@sbpsb.org

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: 833) 256-1665 or (202) 690-7442; or

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

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St. Bernard Parish School Board
Bid For
MILK AND MILK PRODUCTS
JULY 1, 2025 through JUNE 30, 2026

Vendors: Please complete the following escalator/de-escalator on milk listed below and return with your bid documents as stated on page 3 of the conditions.

ESCALATOR/DE-ESCALATOR INFORMATION ON MILK

ESCALATION/DE-ESCALATION: Product specifications included herein shall be made firm for the entire period of the contract. The price included herein shall be firm for thirty (30) days from the date of the bid opening (February 2025). Subsequent prices for these milk products may escalate or de-escalate in accordance with the changes in the Class I monthly total raw milk price components (Skim Milk and Butterfat) to the manufacturer as stated by the Announcement of Class Prices for 3.5% Milk for the _____, LA area. Please use the United States Department of Agriculture, Agricultural Marketing Service, Dairy Programs, Market Administrator, Federal Order No. 7 – Southeast Marketing Area (<http://www.fmmatlanta.com/>). Calculations each month shall be based on comparison to prior month (except August, which shall be compared to May).

The vendor awarded the contract shall provide **10 days prior written notice** to any change to the St. Bernard Parish School Board Food Services Department, 200 East St. Bernard Highway, Chalmette, Louisiana 70043 or by sending the notification to Michael.morel@sbpsb.org. A copy of the Milk Market Administrator's Announcement and any other announced price changes shall be furnished with the written notification. Any change in price will commence on the 1st day of the month subsequent to the receipt of the written notification.

For bid purposes, the present cost of components for the month of February 2025 is

\$_.4011_/cwt. for skim milk and \$_.4011 /lb. for butterfat to equal \$_.4011_/cwt. of 3.5%

Class I milk.

ST. BERNARD PARISH PUBLIC SCHOOL BOARD

BID REQUEST FORM

MILK MILK PRODUCTS

JULY 1,2025 - JUNE 30, 2026

ITEM CODE	ITEM DESCRIPTION	EST ANNUAL USEAGE	PACK SIZE REQUESTED	Price per Unit
M109	MILK , fluid fresh, 1% LOW FAT,(WHITE)UNFLAVORED.Homo genized- Pasteurized, Grade A fresh, Group 1, type C, Low fat milk, 1% or less, containing a maximum of 2.5 grams or less total fat. Vitamins A and D enriched. 1/2 pint gable top paper cartons. Price escalor/deescalator based on the month of JANUARY 2025.	5,539 CASES OF 50 UNITS	0.5 pint carton	
M110	MILK, SKIM, -FAT FREE CHOCOLATE FLAVORED. Homogenized., Pasteurized, Grade A fresh, Group 1, type D, Fat Free milk, containing a maximum of 0.5 grams or less total fat. Vitamins A and D enriched. 1/2 pint gable top paper cartons. Price escalor/deescalator based on the month of JANUARY 2025.	4,883 CASES OF 50 UNITS	0.5 pint carton	
M 110-A	MILK , fluid, fresh,SKIM-FAT FREE STRAWBERRY FLAVORED. Homogenized., pasteurized, Grade A fresh, Group 1, type D, FAT FREE milk,, containing a maximum of 0.5 grams or less total fat. Vitamins A and D enriched. 1/2 pint gable top paper cartons. Price escalor/deescalator based on the month of JANUARY 2025.	2000 CASES OF 50 UNITS	0.5 pint carton	

ST. BERNARD PARISH PUBLIC SCHOOL BOARD
BID REQUEST FORM
MILK MILK PRODUCTS
JULY 1,2025 - JUNE 30, 2026

ITEM CODE	ITEM DESCRIPTION	EST ANNUAL USEAGE	PACK SIZE REQUESTED	Price per Unit
M111	MILK , fluid, fresh; SKIM;FAT FREE,WHITE, UNFLAVORED. Homogenized., pasteurized, Grade A fresh, Group 1, type D, Free Fat milk, containing a maximum of 0.5 grams or less total fat. Vitamins A and D enriched. 1/2 pint gable top paper cartons. Price escalor/deescalator based on the month of JANUARY 2025.	700 CASES OF 50 UNITS	0.5 pint CARTON	
M112	MILK , 1% CHOCOLATE FLAVORED. Homogenized., Pasteurized, Grade A fresh, Group 1, type D, Low fat milk, 1% or less, containing a maximum of 2.5 grams or less total fat. Vitamins A and D enriched. 1/2 pint gable top paper cartons. Price escalor/deescalator based on the month of JANUARY 2025.	4,883 CASES OF 50 UNITS	0.5 pint carton	
M122	MILK , fresh fluid, whole, homogenized and pasteruized,not less than 3.25% milk fat and not less than 8.25% milk solids-not -fat. Fortified with vitamins A and D	40 GALLONS PER YEAR	1 gallon	
M123	ORANGE JUICE , 100% Pure Orange Juice made from orange juice concentrate and water, Pulp Free, Pasteurized.	40 GALLONS PER YEAR	1 gallon	
M124	ORANGE JUICE , 100% Pure Orange Juice made from orange juice concentrate and water, Pulp Free, Pasteurized.	30 1/2 GALLONS PER YEAR	1/2 gallon	

ST. BERNARD PARISH SCHOOL BOARD
FOOD SERVICES DEPARTMENT
MILK AND MILK PRODUCTS

BID PERIOD: July 1, 2025 through JUNE 30, 2026

SIGNATURE PAGE

I certify by my signature below that the Prices quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and the conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Vendor and the SFA.

BIDDER/ORGANIZATION (Print): _____

NAME (Print): _____

TITLE (Print): _____

SIGNATURE: _____

ADDRESS: _____

CITY, STATE, & ZIP: _____

PHONE: _____

EMAIL: _____

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.

Mr. Michael Morel

Food Services Manager

March 27, 2023

Signature of School Food Authority's
Authorized Representative

Title

Date

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS TO BIDDERS FOR COMPLETING CERTIFICATION FORM

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

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the U. S. Department of Agriculture regulations 7 CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

For _____
Name of Grantee

Title of Grant Program

Approved by OMB

Disclosure of Lobbying Activities

0348-0046

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

(See attached for public burden disclosure)

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

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Standard Form - LLL (Rev. 7-97)**

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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

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

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

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

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name: St. Bernard 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 bid.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
_____	1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
_____	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.
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ 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>_____ 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 Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ 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>_____ 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 Domestic or U.S. Grown Product Per Unit</p>
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC

	PRODUCT IS BID FOR EACH ITEM.
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ 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 Domestic or U.S. Grown Product Per Unit</p>
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Company Name: _____

Signature: _____

Date: _____

Title: _____

RETURN WITH YOUR BID

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

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

**APPLICABLE TO CONTRACTS, SUBGRANTS, COOPERATIVE AGREEMENTS AND
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 any agency, a Member of Congress, 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 document for all sub awards (exceeding \$100,000 in Federal funds) at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME/ADDRESS of ORGANIZATION

TITLE/TITLE of SUBMITTING OFFICIAL

SIGNATURE

DATE

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

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

ile a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form
ch can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-ax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the
plainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the
istant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must
ubmitted 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

fax: 833) 256-1665 or (202) 690-7442; or

email: program.intake@usda.gov.

s institution is an equal opportunity provider.