

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

The St. Tammany Parish School Board will receive sealed bids until 3:00 p.m., Thursday, June 8, 2023, to furnish Bread and Bread Products to all St. Tammany Parish public school lunchrooms for the 2023-2024 school session, in accordance with the following instructions and attached specifications.

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1. Bids shall be submitted on the attached bid form. All conventional paper bids shall be either hand delivered or sent by registered or certified mail, UPS or FedEx with a return receipt requested to the St. Tammany Parish School Board Office, 321 N. Theard Street, Covington, Louisiana 70433, in a sealed envelope clearly marked on the outside, "BID L259 TO FURNISH BREAD AND BREAD PRODUCTS – JUNE 8, 2023." All bids arriving after this date and hour will be returned unopened to the bidders. No bid may be withdrawn for at least thirty (30) days after the scheduled closing time for receipt of bids.

2. Bids may also be submitted electronically. Please find bid related materials and place electronic bids at www.centralbidding.com.

3. 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.

4. Bid prices shall include all inside delivery and handling charges to all St. Tammany Parish Public School Cafeterias (See Attachment A). Prices shall be good for the period beginning July 1, 2023 and ending June 30, 2024.

5. 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.

6. School Food funds may be used to make purchases from this bid. As such, Contract Provisions for Procurement Contracts will be applicable and shall be considered part of the bid documents.

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

8. The successful bidder shall furnish a Performance Bond in the amount of \$1,000.00.

9. The successful bidder 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.
- c. Workers' Compensation - State of Louisiana, Employer's Liability, Statutory requirements \$1,000,000.00.

10. Cash discounts, if offered, will be taken into consideration in determining the low bidder. DISCOUNTS LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN MAKING AN AWARD. Beginning date for discount period shall be determined by date of invoice or date of delivery of merchandise whichever occurs last.
11. Successful bidder must consent to and yield to the exclusive venue and jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany, and waive any and all claims of entitlement to removal of any case from this jurisdiction, including any removal to any Federal Court, in connection with any proposal or bid.
12. The School Board reserves the right to obtain clarification of a vendor's bid or to obtain additional information necessary to properly evaluate their bid. Failure of a vendor to respond, within forty-eight 48 hours, to such a request for additional information or clarification may result in rejection of the vendor's bid.
13. The St. Tammany Parish School Board reserves the right to reject any and all bids and to increase or decrease number of facilities to be serviced.



FRANK J. JABBIA
Superintendent

ST. TAMMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA

Specifications for furnishing Fresh Bread & Bread Products
2023-2024 School Year

ALL bread items must meet the USDA grain requirements for the National School Lunch Program and School Breakfast Program. The whole-grain content per oz. eq. (ounce equivalent) is based on *Exhibit A: School Lunch and Breakfast Whole Grain-Rich Ounce Equivalency (oz. eq) Requirements for School Meal Programs* published by USDA. Each item must contain at least 16 grams of whole-grain or can be made with 8 grams of whole-grain and 8 grams of enriched grain to be considered whole grain-rich. At least **50% of the grain must be whole wheat.**

The minimum weight of each slice of bread must be a 1 oz. eq = 28 gm or 1oz.

The minimum weight of each hamburger bun must be a 2 oz. eq = 56 gm or 2oz.

The minimum weight of each hot dog bun must be a 2 oz. eq = 56 gm or 2oz.

Dinner roll for sliders must be a 1 oz. eq = 28 gm or 1oz.

Bids requested on strictly fresh products as described below:

Item 1 – Bread, Sliced, Minimum 50% Whole Wheat, One (1) slice = 1 oz. eq.

Item 2 – Bread, Sliced, Minimum 50% WHITE Whole Wheat, One (1) slice = 1 oz. eq.

Item 2-A – Bread, Sliced, White, Sliced, One (1) slice = 1 oz. eq.

Item 2-B – Bread, Sliced, Gluten Free/Whole Wheat, Sliced, One (1) slice = 1 oz. eq.

Item 3 – Buns, Hamburger, Minimum 50% Whole Wheat, Hinged Sliced, One (1) Bun = 2 oz. eq.

Item 4 – Buns, Hamburger, Minimum 50% WHITE Whole Wheat, Hinged Sliced, One (1) Bun = 2 oz. eq.

Item 5 – Buns, Hot Dog, Minimum 50% Whole Wheat, Hinged Sliced, One (1) Bun = 2 oz. eq.

Item 6 – Buns, Hot Dog, Minimum 50% WHITE Whole Wheat, Hinged Sliced, One (1) Bun = 2 oz. eq.

Item 7 – Dinner Rolls, Minimum 50% Whole Wheat, Hinged Sliced, One (1) Bun = 1 oz. eq.

Item 8 – Dinner Rolls, Minimum 50% WHITE Whole Wheat, Hinged Sliced, One (1) Bun = 1 oz. eq.

NOTE: All bread products must have a Nutrition and Ingredient label. **Bidders are required to submit a Grain Product Formulation Statement and Nutrition Label for each item bid and must be labeled with coordinating line number. Failure to comply may result in bid disqualification. Whole wheat flour** must be listed as the first ingredient on nutrition label for **ALL** Whole Wheat Items.

SPECIFICATIONS: Bids must be submitted in strict accordance with the specifications contained herein for each item. If bidder is submitting a bid not conforming to bid specifications, please indicate on bid form, giving all information needed including **Nutrition and Ingredient label and Grain Product Formulation Statement.** All information required on the bid form must be completed. Incomplete forms may be cause for rejection. 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.

BIDS: Bids will be awarded on an “**ALL OR NONE**” basis.

BID PRICE: The bid price for all items shall include delivery charges to all St. Tammany Parish Public School Cafeterias. Prices shall be good for the period beginning July 1, 2023 and ending June 30, 2024. If there is a discrepancy between the unit price and the total price, the unit price will stand as the bid price.

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.

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, within forty-eight 48 hours, 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.

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.

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

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

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

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

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

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

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

The request must include the:

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

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

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

PACKAGING: All items must be processed, prepared and packaged under modern sanitary conditions in accordance with good commercial practice. Each item must be properly labeled with the name of the product, the brand name and the packer’s name.

ORDERS: Orders will be placed by individual schools by telephone or given to salesperson when he/she visits schools. Vendors shall not accept orders from individual school employees.

DELIVERY: The successful vendor is responsible for establishing a delivery schedule. This schedule must be submitted to the School Food Service Department (Attn: Robert Carswell) by July 21, 2023. The School Food Service Department must be notified of any schedule changes. **Hamburger buns and sliced bread must be available for delivery four (4) times a week; other items must be available at least two (2) times a week.**

NOTE: For to safety reasons **Lee Road Jr. High School is unable to accept deliveries from 10:30 am - 12:30 pm or after 2:15 pm.**

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

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.

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.

INABILITY TO DELIVER AWARDED ITEM: The vendor should give IMMEDIATE NOTICE to the School Food Service Department, Robert Carswell at (985)273-3208 of inability to deliver. The School Board reserves the right to cancel the portion which has not been delivered and/or to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the vendor.

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.

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

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

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

- Jennifer Montz, Director of Child Nutrition, St. Tammany Parish Public Schools Phone: 985-898-3376 Fax: 985-898-6499 Email: Jennifer.Montz@stpsb.org
- Robert Carswell, Procurement Manager, St. Tammany Parish Public Schools Phone: 985-273-3208 Fax: 985-898- 6499 Email: robert.carswell@stpsb.org

COST/PRICE ANALYSIS: The estimated value of this bid is \$57,000. This is an estimated value and St. Tammany Parish will not be held to this dollar value.

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

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

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: Robert Carswell for one (1) calendar month of deliveries. Ship dates and invoice dates are not to be used as delivery dates. Payment will be due 30 days from date of statement. Monthly statements shall be submitted in duplicate on the vendor's regular form, to include the last school day of each calendar month. A statement is needed for each school and must include; school name, invoice number and amount owed per invoice.

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 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 Bread and Bread Products from another source, with the successful bidder forfeiting the Performance Bond.
- c. Termination for Cause: If scheduled deliveries are not made in time due to failure on the part of the vendor, or item does not meet specifications or is received in an unsatisfactory condition or is damaged or is in an unusable condition will result in the re-awarding of the item to the second lowest bidder and to charge the successful bidder with the cost in excess of the contract price. Repeated failures to not make delivery in accordance with specifications will result in disqualification of this vendor until such time as he furnishes satisfactory evidence that he can fulfill future obligations. Failure to render prompt service will be reported to the School Food Service Department, which will ascertain the reason for such services and use it as a consideration in making subsequent awards. 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. Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the SFA
5. Conflict of contract provisions with constitutional or statutory provisions of state or federal law

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, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) mail:

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

(2) fax:

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

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

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

1. Certificate of Independent Price Determination
2. Certificate Regarding Debarment
3. Certificate Regarding Lobbying
4. Disclosure of Lobbying Activities
5. Non-Collusion Statement
6. Buy American Provision Certification Form
7. Completed Bid Form
8. Grain Product Formulation and Nutrition Label for each item

ST. TAMMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA

Bid form for Bread & Bread Products
2023-2024 School Year

Item #	BREAD PRODUCTS	PACKAGING	PRICE
1	Bread, Whole Wheat , sandwich sliced Vendor Code/Item # _____	_____ lb./loaf _____ usable slices	_____/slice _____/loaf
2	Bread, WHITE / Whole Wheat sandwich sliced Vendor Code/Item # _____	_____ lb./loaf _____ usable slices	_____/slice _____/loaf
2-A	Bread, WHITE , sandwich sliced Vendor Code/Item # _____	_____ lb./loaf _____ usable slices	_____/slice _____/loaf
2-B	Bread, Gluten Free/ Whole Wheat sandwich sliced Vendor Code/Item # _____	_____ lb./loaf _____ usable slices	_____/slice _____/loaf
3	Buns, hamburger, Whole Wheat Vendor Code/Item # _____	_____ buns/pkg. _____ buns/tray	_____/bun _____/pkg _____/bun _____/tray
4	Buns, hamburger, WHITE / Whole Wheat Vendor Code/Item # _____	_____ buns/pkg. _____ buns/tray	_____/bun _____/pkg _____/bun _____/tray
5	Buns, hot dog, Whole Wheat Vendor Code/Item # _____	_____ buns/pkg. _____ buns/tray	_____/bun _____/pkg _____/bun _____/tray
6	Buns, hot dog, WHITE / Whole Wheat Vendor Code/Item # _____	_____ buns/pkg. _____ buns/tray	_____/bun _____/pkg _____/bun _____/tray

7	Dinner Rolls, Whole Wheat, <u>sliced</u> (for sliders) <i>Vendor Code/Item #</i> _____	_____ rolls/pkg. _____ rolls/tray	_____/bun _____/pkg _____/bun _____/tray
8	Dinner Rolls, WHITE / Whole Wheat, <u>sliced</u> (for sliders) <i>Vendor Code/Item #</i> _____	_____ rolls/pkg. _____ rolls/tray	_____/bun _____/pkg _____/bun _____/tray

BID SUBMITTED BY:

Name of Company

Date of Bid

Mailing Address

Discount (If Applicable)

City, State, Zip Code

Typed Name of Representative

Telephone Number

Signature of Representative

Email Address of Representative

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

Approval from Authorized Representative (Signature): _____

Title: SFS Supervisor Date: _____

ATTENTION VENDOR: RETURN WITH YOUR BID

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



SCHOOL DIRECTORY

UPDATED 9/12/22

SCHOOL	ADDRESS	PHONE	PRINCIPAL	GRADES
Abita Springs Elementary	22410 Level St., Abita Springs, LA 70420	892-8184	Kay Burns	PK-3
Abita Springs Middle	72079 Maple St., Abita Springs, LA 70420	892-2070	Eddie Strohmeyer	4-6
Abney Elementary	825 Kostmayer Ave., Slidell, LA 70458	643-4044	Shaneika Merrill-Sims	1-5
Abney Early Childhood Center	829 Kostmayer Ave., Slidell, LA 70458	649-1858	Diana Troyer	PK-K
Alton Elementary	38276 N. 5th Ave., Slidell, LA 70460	863-5353	Dr. Schanette Hebert	PK-5
Bayou Lacombe Middle	27527 St. Joseph St. Lacombe, LA 70445	882-5416	Toni Rich	4-6
Bayou Woods Elementary	35614 Liberty Dr., Slidell, LA 70460	641-1901	Nicole Gagnard	PK-3
Bonne Ecole Elementary	900 Rue Verand, Slidell, LA 70458	643-0674	Julie Lupo	PK-6
Boyett Junior High	59295 Rebel Dr., Slidell, LA 70461	643-3775	Marc Merriman	7-8
Brock Elementary	259 Brakefield St., Slidell, LA 70458	643-5166	Rose Smith	PK-5
Carolyn Park Middle	35708 Liberty Dr., Slidell, LA 70460	643-8593	Temeka Smith	4-6
Chahta-Ima Elementary	27488 Pichon Rd., Lacombe, LA 70445	882-7541	Alexandra Herques-O'Dowd	PK-3
Clearwood Junior High	130 Clearwood Dr., Slidell, LA 70458	641-8200	Jessica Venezia	4-8
Covington Elementary	325 S. Jackson St., Covington, LA 70433	892-4311	Misty Hebbler	PK-3
Covington High	73030 Lion Dr., Covington, LA 70433	892-3422	Brennan McCurley	9-12
Creeside Junior High	65434 Highway 41, Pearl River, LA 70452	863-5882	Lisa Virga	6-8
Cypress Cove Elementary	540 S. Military Rd., Slidell, LA 70461	641-3033	Jackie Crawford	PK-1
Fifth Ward Junior High	81419 Highway 21, Bush, LA 70431	886-3273	Michelle Simmons	PK-8
Florida Avenue Elementary	342 Florida Ave., Slidell, LA 70458	643-1605	Kimberley Burgoyne	PK-6
Folsom Elementary	82144 Highway 25, Folsom, LA 70437	796-3820	Juliana Sciortino	PK-5
Folsom Junior High	83055 Hay Hollow Rd., Folsom, LA 70437	796-3724	Amy Barrow	6-8
Fontainebleau High	100 Bulldog Dr., Mandeville, LA 70471	892-7112	Nathan Corley	9-12
Fontainebleau Junior High	100 Hurricane Alley, Mandeville, LA 70471	875-7501	Michael Astugue	7-8
Honey Island Elementary	500 S. Military Rd., Slidell, LA 70461	641-3557	Gina Troyer	2-3
Lake Harbor Middle	1700 Viola St., Mandeville, LA 70448	674-4440	Nicolle Balser	4-6
Lakeshore High	26301 Highway 1088, Mandeville, LA 70448	624-5046	April Jarrell	9-12
Lancaster Elementary	133 Pine Creek Dr., Madisonville, LA 70447	792-0156	Laura Haggard	3-6
Lee Road Junior High	79131 Highway 40; Lee Rd., Covington, LA 70435	892-3636	Beth Smith	PK-8
Little Oak Middle	59241 Rebel Dr., Slidell, LA 70461	641-6510	Kimberly Vanderklis	4-6
Little Pearl Elementary	63829 Highway 11, Pearl River, LA 70452	863-5906	Sabrina Parish	PK-K
Lyon Elementary	1615 N. Florida St., Covington, LA 70433	892-0869	Rebecca Birkett	PK-3
Madisonville Elementary	317 Highway 1077, Madisonville, LA 70447	845-3671	Candice Hickman	PK-2
Madisonville Junior High	106 Cedar St., Madisonville, LA 70447	845-3355	Patricia Welch-Nelson	7-8
Magnolia Trace Elementary	1405 Highway 1088, Mandeville, LA 70448	626-8238	Jamie Breaux	2-3



2022-2023 SCHOOL DIRECTORY

UPDATED 9/12/22

SCHOOL	ADDRESS	PHONE	PRINCIPAL	GRADES
Mandeville Elementary	519 Massena St., Mandeville, LA 70448	626-3950	Chantelle Smith	PK-3
Mandeville High	#1 Skipper Dr., Mandeville, LA 70471	626-5225	Christian Monson	9-12
Mandeville Junior High	639 Carondelet St., Mandeville, LA 70448	626-4428	Gina Brown	7-8
Mandeville Middle	2525 Soult St., Mandeville, LA 70448	626-8778	Sherri Barton	4-6
Marigny Elementary	1715 Viola St., Mandeville, LA 70448	674-3011	Leslie Martin	PK-1
Mayfield Elementary	31820 Highway 190 W., Slidell, LA 70460	643-5693	Katie Singleton	PK-6
Monteleone Junior High	63000 Blue Marlin Dr., Mandeville, LA 70448	951-8088	Sheri Jones	7-8
Northshore High	100 Panther Dr., Slidell, LA 70461	649-6400	William "Bill" Gallagher	9-12
Pearl River High	39110 Rebel Ln., Pearl River, LA 70452	863-2591	Trece Jordan-Larsen	9-12
Pine View Middle	1200 West 27th Ave., Covington, LA 70433	892-6204	Dr. Seu Hee Ledet	4-6
Pitcher Junior High	415 S. Jefferson Ave., Covington, LA 70433	892-3021	Brandon Frederick	7-8
Pontchartrain Elementary	1500 W. Causeway Approach, Mandeville, LA 70471	626-3748	Tom Heier	PK-3
Riverside Elementary	38480 Sullivan Dr., Pearl River, LA 70452	863-3141	Donna Jones	1-5
Salmen High	300 Spartan Dr., Slidell, LA 70458	643-7359	Saudah Blackman-Stokes	9-12
Sixth Ward Elementary	72360 Highway 41, Pearl River, LA 70452	863-7126	Andrea Stant	PK-5
Slidell High	#1 Tiger Dr., Slidell, LA 70458	643-2992	Larry Favre	9-12
Slidell Junior High	333 Pennsylvania Ave., Slidell, LA 70458	641-5914	George Herdliska	7-8
St. Tammany Junior High	701 Cleveland Ave., Slidell, LA 70458	643-1592	Vincent DiCarlo	6-8
Tchefuncte Middle	1530 W. Causeway Approach, Mandeville, LA 70471	626-7118	Dr. Mitchell Stubbs	4-6
Whispering Forest Elementary	38374 Spiehler Rd., Slidell, LA 70458	641-3400	Brandi Kendrick	PK-3
Woodlake Elementary	1620 Livingston St., Mandeville, LA 70448	626-8842	Kristen Winget	PK-3

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

Required Contract Provisions from 2 CFR Part 200

1. **Procurement of recovered materials-** A non-Federal entity that is a state agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)

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

Other Contract Provisions

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

Required Contract Provisions from 7 CFR Part 210

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include the:

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

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. The SFA will include the “BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES in all procurements (attached).

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

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.

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 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.

Name and Address of Vendor

Title of Submitting Official

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

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

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

(See attached for public burden disclosure)

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

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; contract, grant, or loan award number; application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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
