

CADDO PARISH PUBLIC SCHOOLS  
CHILD NUTRITION PROGRAMS

1961 Midway Street  
Shreveport, LA 71108

June 1, 2021

Area Code (318)  
Telephone 603-6329

**B I D D E R   Q U A L I F I C A T I O N   F O R M**

**BID NO.** SFS-735-21 **BID TITLE** MILK AND DAIRY PRODUCTS

**BIDS WILL BE ACCEPTED UNTIL** 9:30 A. M. CDT **ON MONDAY, JUNE 21, 2021**

**BIDDER'S FORM OF BUSINESS ORGANIZATION:** The Bidder named below shall refer to **INSTRUCTIONS TO BIDDERS, Page 3, and complete one of the following:**

- A. **CORPORATION, Incorporated under the laws of the State of** \_\_\_\_\_  
**and is authorized to do business in the State of Louisiana - Yes** \_\_\_\_\_ **No** \_\_\_\_\_
  
- B. **PARTNERSHIP. Names of Partners:** \_\_\_\_\_
  
- C. **AN INDIVIDUAL, trading and doing business under a name and style other than his own.**  
**Owner's Name:** \_\_\_\_\_

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**BID SECURITY TOTALING FIVE PERCENT (5%) OF THE AMOUNT BID IS REQUIRED AND MUST BE SUBMITTED WITH THIS BID. See Page 5, Section II, Paragraph D, for specific requirement as to form.**

**CONTRACT AND PERFORMANCE (DELIVERY) SECURITY ARE REQUIRED ONLY FROM THE SUCCESSFUL BIDDER. See Pages 5 and 6, Section III, Paragraphs A and B, for specific requirements.**

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**BIDDER CERTIFICATION AND IDENTIFICATION:** I/We certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I/We further certify that none of the principals or majority owners of the firm or business submitting this bid are at that the same time connected with or employed by the Caddo Parish Public Schools.

**ASSIGNMENT:** The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract I/we hereby convey, sell, assign and transfer to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to this purchase made by its agency, The Caddo Parish Public Schools.

[Please Type or Print Below]

LEGAL NAME OF BIDDER \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER (A/C) \_\_\_\_\_

BY: (SIGNATURE) \_\_\_\_\_

NAME TYPED/PRINTED \_\_\_\_\_

TITLE OF SIGNER \_\_\_\_\_

DATE BID SIGNED \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

The attached bid award sheet identifies the item(s) for which you were successful bidder. The terms of the bid document are applicable through the execution of the purchase procedures. The bid document number (and item number where applicable) shall be used in lieu of purchase order numbers.

SIGNATURE OF SCHOOL SYSTEM REPRESENTATIVE: \_\_\_\_\_

TYPED NAME OF SCHOOL SYSTEM REPRESENTATIVE: \_\_\_\_\_

TITLE OF SCHOOL SYSTEM REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_ (NOTE: COMPLETE BUT DO NOT DETACH THIS SHEET.)

**CADDO PARISH PUBLIC SCHOOLS  
SHREVEPORT, LOUISIANA  
INSTRUCTIONS TO BIDDERS**

**I. PREPARING OF BIDS**

- A. **BIDDER QUALIFICATION FORM.** Must be completed and submitted with this bid in order to qualify the bidder.
1. **BIDDER'S FORM OF BUSINESS ORGANIZATION.** Required solely for preparation of any contract documents for successful bidders.
  2. **BIDDER CERTIFICATION AND IDENTIFICATION.** Failure to indicate the bidder's exact legal name may rule the bid irregular. An unsigned bid is considered a "no bid."
  3. **ASSIGNMENT.** Required to assure that the State of Louisiana is able to pursue through litigation under both state and federal antitrust laws its rights to recover damages for its indirect purchase of price-fixed goods.
- B. **INSTRUCTIONS TO BIDDERS** define conditions of the bid.
- C. **SPECIAL CONDITIONS** found on succeeding pages always supersede the **INSTRUCTIONS TO BIDDERS** when the two are in conflict.
- D. **BID FORM** defines requirements of items to be purchased or work to be done and must be completed and submitted as a part of this bid. Bidder's name and signature must appear on both the first and last page of the bid document. Spaces are provided for this purpose.
1. **ITEM SPECIFICATION.** Specifying of a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired. Articles offered must be new merchandise (unless specifically accepted) and must be of equal or superior grade.
    - a) It is recognized there may be other brands that could likely serve the needs of the school system. However, it should be understood by the bidder that the use of brand names and numbers is to establish standards and styles of products that have been judged to meet the need. Such use of brand names is in no way designed or intended to restrict the bidding. Section I of these specifications define the method by which bids may be submitted on comparable products that would equally satisfy the requirements stated herein. Equivalent brands that meet the stated conditions and the approval of the Caddo Parish Public Schools will be accepted.
    - b) On blank lines provided, the bidder must insert the manufacturer's brand name and identifying numbers, along with any other information necessary to sufficiently identify the articles offered. Failure to do so may prevent consideration of the item bid.
  2. **PRICES.** The bidder shall quote a net unit price only for each item with extended total for the quantity required. See **BID FORM** for specific price quotation form; prices must be on the unit(s) designated.

- a) **FREIGHT.** All prices bid shall include platform delivery F.O.B. Shreveport, Louisiana. All cartage, drayage, packing, etc., shall be delivered to and unloaded at the receiving station designated in the SPECIAL CONDITIONS or in the BID FORM. All shipments must be received and accepted by a designated agent of the School Board.
  - b) **DISCOUNTS.** Discounts for prompt payment as may be offered by the bidder on the bid form will be accepted and used to determine the lowest bid. The bidder may indicate in the space provided the percent deduction allowed for any invoice payment made within the number of days after receipt as permitted by the Board. To assure uniformity of the discounts, the bidder may not change the number of days stated on the bid form.
3. **OBJECTIONS.** Objections to the specifications and/or bid conditions must be filed in writing and must be received by the Purchasing Department at least five (5) days prior to the date specified for acceptance of the bid.

## **II. BID REQUIREMENTS & INSTRUCTIONS**

- A. **BID FORMS.** Bids must be submitted on the forms furnished by the Board and accepted for **Milk and Dairy Products**. The contract will be for the period of **August 16, 2021 – August 5, 2022**.
- B. **BID ENVELOPE.** Bids are to be submitted in sealed envelopes furnished by the Board.
  1. When the bid invitation is soliciting bids for products as opposed to services, each bidder is to enclose complete descriptive information to fully identify the product(s) quoted. This may be in the form of catalogs, manufacturer's brochures, specification sheets, schematics, or other brand or product information.
  2. If such literature is too large for the bid envelope provided by the Board, a separate envelope may be used by the bidder, provided the envelope is properly labeled and submitted with the bid.
- C. **PLACE, DATE AND HOUR.** All bids shall be submitted to the Caddo Parish Public Schools, 1961 Midway Street, Shreveport, Louisiana 71108 or electronic bid site [www.bidexpress.com](http://www.bidexpress.com).
  1. The **BIDDER QUALIFICATION FORM** designates the date and hour of the bid opening. Bids will be received until the stated date and time; late bids arriving after the stated date and time will not be considered.
  2. All bids shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt, OR bids may be sent by registered or certified mail with a return receipt request OR on the official electronic bid site, [www.bidexpress.com](http://www.bidexpress.com). Hand delivered bids will coincide with current status on social distancing in place by local government.
  3. **IMPORTANT.** The responsibility for timely presentation (delivery) of bids rest solely with the bidder. Bids delayed through the mail and arriving after the stated date and hour cannot be accepted.

4. **A current Child Nutrition Label (hereby known as CN Label) OR product formulation statement on the Vendor's letterhead with a letter of guarantee signed by a current vendor official AND nutrition facts label OR nutritional data AND summary end product data schedule MUST be included in the bid package. The CN label or product formulation statement must provide the meal component contributions stated.** If the bid item delivered does not provide the meal component contributions as stated on the CN label or the manufacturer's product formulation statement, the vendor will be responsible for reimbursing Caddo Parish Public Schools CNP for losses including, but not limited to, the loss of federal reimbursements, product substitution cost, and the cost of any penalties imposed on CNP by state and federal agencies responsible for administering the National School Breakfast and Lunch Programs.

**All nutritional data needs to be submitted with bid; failure to provide this information can result in disqualification.**

- D. **BID SECURITY DEPOSITS.** A bid security deposit is required for this bid to guarantee that the successful bidder will, if awarded the contract, enter into the contract and provide performance security as required by these specifications within twenty (20) days after award of the bid.
  1. Bid security shall be in the form of a certified check; cashier's check; bank money order; irrevocable letter of credit from a national or state bank, savings and loan association or credit union; or bidder's bond in the sum of five percent (5%) of the total amount of the bid.
    - a) When a bidder's bond is used, it must be countersigned by a Louisiana licensed agent who resides in Louisiana and is authorized to represent the surety company writing the bond. The agent's power of attorney must be attached to the bond submitted.
    - b) When an irrevocable letter of credit is used, it shall guarantee that the issuer shall pay to the Caddo Parish Public Schools the sum set forth therein upon presentation of written certification by the Purchasing Agent of the School Board that the bid was awarded to the bidder on whose behalf the letter of credit was issued and that such bidder has failed to enter into the contract or provide the required performance security within thirty (30) days after award of the bid.
  2. Bid security **must-accompany** the bid; it cannot be submitted after the bid has been opened.
  3. Any bid received and opened without bid security when such has been required as a part of the bid shall be ruled a "no bid" and cannot be considered.

### **III. CONTRACTS AND PERFORMANCE (DELIVERY) SECURITY**

- A. **CONTRACTS.** Contracts shall be fully executed by the successful bidder within twenty (20) days after the award date.
  1. **FAILURE BY BIDDER TO ENTER INTO CONTRACT.** In the event a successful bidder fails to enter into the contract and to furnish the required performance security, the Board then has the option of excusing the bidder if it determines good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be the Board's option to invoke the following:

- a) Payment to the Board in the amount equal to five percent (5%) of the unit price times the quantity (the amount of the bid security), and/or
  - b) Forfeiture of the bidder's right to transact business with the Board for a period of one year following the date the penalty is invoked.
- B. **PERFORMANCE SECURITY.** A performance (delivery) bond or check is required to guarantee performance or delivery,
- 1. **BONDING COMPANY.** The surety (ies) shall be authorized to do business in the State of Louisiana. All surety companies are subject to approval and may be rejected by the Caddo Parish Public Schools without cause in the same manner that bids may be rejected without cause.
  - 2. **AMOUNT.** The firm or individuals, to whom a contract shall be awarded, will be required to execute and deliver to the Caddo Parish Public Schools a performance (delivery) bond, cashier's check, certified check or equal acceptable to the Board, in the amount of 100% of the awarded contract.
  - 3. **RELEASE OF PERFORMANCE SECURITY.** Return to the successful bidder of his cash security, or notification to the successful bidder and to the bonding company to cancel a bond, will be made when requested by the successful bidder and/or bonding company and when all merchandise has been accepted and invoices have been approved for payment.
  - 4. **FAILURE TO PERFORM (DELIVER).** In the event a successful bidder fails to perform (deliver) on the awarded bid, the Board shall declare the successful bidder in default. The successful bidder in default shall then pay to the Board, as liquidated damages, an amount equal to 100% of the amount of the contract in accordance with the terms of the performance security.

#### **IV. BID SAMPLES**

- A. **CONDITIONS FOR REQUIREMENT.** The owner reserves the right to require a bidder to furnish within 48 hours after request, samples of any item quoted. Failure to submit samples requested may be cause for eliminating the bidder from further consideration for bid awards. The samples must be furnished free of charge and must be delivered to:
- Caddo Parish Public Schools  
Child Nutrition Programs Department  
1961 Midway Street  
Shreveport, Louisiana 71108
- B. **IDENTIFICATION.** Each sample shall be identified with the bidder's name, bid number, bid item number, product trade name and identification (catalog number, model number, etc.) and/or as otherwise indicated in the bid invitation forms.
- C. **PAYMENT FOR SAMPLES.** The Board will buy no samples and will assume no cost incidental thereto.
- D. **RETURN OF SAMPLES.** Samples not destroyed in testing may be claimed by unsuccessful bidders for fourteen (14) days after bid award date, and by successful bidders for fourteen (14) days after final payment. The Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing. Prior approval is required on new items submitted for bid purpose.

## **V. CHANGE OR WITHDRAWAL OF BIDS**

- A. **CHANGE OR WITHDRAWAL PRIOR TO BID OPENING.** Should any bidder desire to change or withdraw his bid, he shall do so in writing to the Purchasing Department. This communication shall be received prior to the date and hour of the opening.
- B. **CHANGE AFTER BID OPENING BUT PRIOR TO BID AWARD.** After bids are opened they may not be changed except to correct obvious errors or clerical mistakes. Verification of the correct bid actually intended shall be submitted to prior to the final award by the Board.
- C. **WITHDRAWAL AFTER BID OPENING BUT PRIOR TO BID AWARD.** After bids are opened a bidder may request that his bid be withdrawn for good cause. Such request must be submitted in writing to the Purchasing Department prior to the final award by the Board.

## **VI. REJECTION OF BIDS**

The Board reserves the right to reject any or all bids and to waive all informalities.

## **VII. AWARDS**

- A. **BASIS FOR AWARDS.** The recommendations are based on an evaluation of bids submitted and a contract will be awarded by the Board to the responsible bidder with the lowest total and who has complied with all bid requirements.
- B. **AVAILABILITY OF BID INFORMATION.** At a public opening within the School Board offices, bids will be read aloud and then compiled in tabular form, a copy of which will be available for examination in the Purchasing Department. Caddo Parish Public Schools will coincide with current status on social distancing in place by local government. Recommendations for the award(s) will also be available for examination
- C. **OFFICIAL AWARD DATE.** Awards become official at the time bids are accepted by the Board during their regular session.
- D. **FILING OF OBJECTION.** Any objection to an award by the Board must be filed in writing and must be received by the Purchasing Department no later than 9:00 A.M. on the first Monday following the official award.
- E. **NOTIFICATION OF AWARD.** The purchase order and/or contract mailed or delivered to the successful bidder(s) is the official authorization to deliver materials described therein; and the time allowed for delivery begins with the date of the bid acceptance and approval by the Board whether or not a purchase order or number has been issued.
- F. **DOMESTIC ORIGIN.** In accordance with USDA Buy American Provision the Caddo Parish Child Nutrition Programs will purchase domestically produced agricultural commodities, milk and dairy product and other foods to the maximum extent practicable. Geographical Preference not allowed.
- G. **FEDERAL PROCUREMENT CONTRACT PROVISION.** In accordance with Attachment 0 of OMB Circular A-102: (1) Any bidder awarded a contract in excess of \$30,000 shall be in compliance with Executive Order 11246, entitled 11 "Equal Employment Opportunities", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (2) Any bidder

awarded a contract over \$100,000 shall be in compliance with all applicable standards, orders, or requirement issued under Section 306 of the Clean Air Act (42 USC 7401-7671q. (h)), Section 508 of the Clean Water Act (33 USC 1251-1387), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to USDA and to the USEPA Assistant Administrator for Enforcement. (3) Any bidder awarded a contract will recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with Energy Policy and Conservation Act (P.L. 94-163).

## **VIII. GENERAL CONDITIONS**

All items shall conform to the following specifications and any deviation shall be brought to the attention of the School Board. All bidders must be regularly in the dairy business and in full compliance with all local, state and federal regulations and codes governing the production, packaging, sale and distribution of milk and dairy products.

It is the intention of these specifications to procure products listed to meet the needs of the public schools. Among the primary requirements are sanitation, quality, economy and service. Any evasion of any of the specific requirements to endanger these needs shall be cause for rejection.

## **IX. DETERMINATION OF BIDS**

This bid will cover the entire school term beginning August 16, 2021 and continuing through August 5, 2022 excluding weekends, holidays, and other non-food serving days. Quantities stated in the bid are estimates based on planned menus. CNP reserves the right to adjust quantities based upon usage, price, yield, quality, storage, cost and availability. The quantities listed DO NOT guarantee that CNP will purchase that exact amount. CNP reserves the right to adjust menus/products as needed.

- A. Each bidder is requested to submit a single price per one-half pint for the four types of milk required in Group 1A which includes; Sweet low fat milk, Chocolate fat-free milk, Skim fat-free milk and low fat Buttermilk. Bidders are required to submit a bid price for the item in group 1B, Lactose fat-free milk. Bidders are required to submit a half pint unit price and a total bid for Group 1A and for Group 1B for a combined single award.
- B. Show unit price where indicated and extend the unit price times the estimated quantity for the various types of milk and dairy products.
- C. Failure to bid all items in any group or failure of an item in any group to meet specifications will result in automatic rejection of the bid group. The successful bidder for the various groups will be determined by the lowest bid meeting specifications under the terms. The owner reserve the right to waive all informalities.

## **X. GUARANTEE**

All customary guarantees of quality and performance as specified by the producer or vendor for the particular items furnished shall apply to the items furnished under this bid.

## **XI. INSURANCE**

- A. With this bid, the bidder shall furnish a certificate of insurance, valid for the entire school year, showing the type, amount, class of operations covered, effective dates and dates of expiration. Such certificate shall contain substantially the following statement:



“The insurance covered by this certificate will not be canceled or materially altered except after thirty (30) days written notice has been given to the Caddo Parish Public Schools.”

- B. All insurance shall be placed in a company admitted to do business in the State of Louisiana and having at least a “B+10” or better rating. It shall be the responsibility of the Contractor to provide evidence of compliance with this requirement at the time the contract is executed.
- C. Workmen's Compensation. As required by the State of Louisiana.
- D. General Liability Limits:
  - Bodily Injury \$1,000,000 per occurrence
  - Property Damage \$1,000,000 per occurrence
  - \$1,000,000 aggregate
- E. Automobile Liability Limits:
  - Bodily Injury \$1,000,000 per person
  - \$1,000,000 per occurrence
  - Property Damage \$1,000,000 per occurrence
  - Alternative: \$1,000,000 Combined Single Limit

Caddo Parish Public Schools reserves the right to approve vendor's insurance company providing coverage required hereby.

## **XII. DEFAULT OF CONTRACT**

The Child Nutrition Programs Department reserves the right to cancel that portion of the purchase order which the vendor has failed to deliver at the time specified. Further, the Department reserves the right to require vendor who has failed to deliver a product as specified to secure and deliver a substitute of equal or greater quality within one week of scheduled deliveries.

## **XIII. INVOICES**

- A. Invoices for the items delivered and accepted shall be submitted by the vendor in duplicate to the place of delivery. Bidders please note: **UNLESS OTHERWISE AGREED, OUR TERMS ARE NET FIFTEENTH PROXIMO.**
- B. All statements received after the 5th of the month to the Caddo Parish Public Schools, Child Nutrition Programs Accounting Department, 1961 Midway Street, Shreveport, Louisiana 71108 will be processed and paid the following month. Monthly statements must be provided for each school covering deliveries for the calendar month, including delivery dates, invoice numbers, and grand total amounts.
- C. Payment for all products listed purchased hereunder will be made on or about the fifteenth of the month following the month in which the service was rendered.
- D. Discounts offered for prompt payment will be accepted, but these discounts will not be considered in evaluating bids unless all other factors are equal.
- E. If applicable to this purchase, Federal tax exemption certificates will be signed by the Caddo Parish Public Schools, Exemption Number: 72-6000224.

#### **XIV. DELIVERY**

- A. Delivery of milk products shall be made in refrigerated vehicles which maintain a temperature not to exceed 50 degrees Fahrenheit. Delivery vehicles must be clean and sanitary. All products delivered must comply with Louisiana State Board of Health regulations. Daily deliveries to each school are required as requested by the cafeteria manager or a minimum of twice weekly.
- B. Orders will be placed by CNP Managers for individual school sites. **Drop deliveries not accepted.** Vendors to complete all required deliveries
- C. The unit price for each item includes delivery of the items with all transportation charges prepaid to the destination. All items shall be delivered to the point of delivery of individual units on the dates specified when the order is placed.
- D. No delivery accepted on Saturdays, Sundays and holidays unless prior arrangements with the managers are made. Deliveries shall be made as follows: Secondary schools 6:30 a.m. to 1:30 p.m.; and Elementary schools 7:00 a.m. to 2:00 p.m.
- E. Delivery of milk cartons to the schools shall be made in plastic or wire containers only. All items are to be placed in the refrigeration units of the schools by the successful bidder and as directed by the Child Nutrition Programs Manager.
- F. Attached to this bid form is a list of all schools in Caddo Parish. This is a list not for purposes of selecting schools which the bidder may wish to service, but rather as an information sheet, approximately (56) sites, which may vary.
- G. **RECEIVING, INSPECTION AND TESTING.** Delivered items which do not fulfill all requirements will be rejected and refused. Rejected merchandise shall be removed and promptly replaced by the successful bidder at no cost to the School Board.

#### **XV. ESTIMATED QUANTITIES**

The quantities of milk and milk products furnished are for informational purposes only and do not bind or commit the School Board in any way. Estimated quantities are provided merely to enable the bidder to better prepare his bid. Actual purchases may, and in all probability will, vary either more or less than the estimates.

#### **XVI. MODIFICATION OF CONTRACT**

During the term of this contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract, may become necessary and benefit the program to include additional items. Caddo Parish Public Schools and the approved vendor of this contract, agrees that the aggregate value of added purchases during this contract shall not exceed ten percent (10%) of the estimated total value of the contract.

#### **XVII. REJECTION OF BIDS**

Bids that are not prepared in accordance with these instructions to vendors may be rejected and/or disqualified. If not rejected, CNP may demand correction of any deficiency and accept the corrected bid upon completion with these instructions to proposing vendors. Any one or more of the following causes, among others, may be considered sufficient for the disqualification of and the rejection of any bid:

1. Evidence of collusion among proposers/vendors.

2. Lack of competency as revealed by financial statements, experience, or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default on a previous contract for failure to perform.
5. Any other cause which the CNP may, in its sole discretion, deem appropriate.
6. SFS reserve the right to reject a bid and to waive any informality whenever such action is in their best interest.

#### **XVIII. POSTPONEMENT OF DATE FOR RECEIPT OF OPENING OF BIDS**

- A. CNP reserves the right to postpone the date for receipt and opening of bids and will give written notice of any such postponement to all persons or other legal entities to which solicitation documents have been issued at any time prior to the previously scheduled closing time for receipt and opening of bids.

Bids will be received only at the place and only until the schedule closing time for receipt and opening of bids designated in the solicitation. Electronic bids ([www.bidexpress.com](http://www.bidexpress.com)) must be submitted by closing time or they will not be accepted.

#### **XIX. SUBCONTRACTING**

Subcontracting part of this bid by the successful bidder to other responsible bidders (dairies) is permitted as hereinafter provided.

- A. Subcontractors must be regularly in the dairy business and have the capability to fulfill and deliver that part of the work required by them.
- B. All subcontractors must have the prior approval of the School Board before the beginning of the term of this bid.
- C. The successful bidder must detail to the School Board both in quantity of business, method of distribution and schools served by the subcontractor to the full and complete satisfaction of the School Board.
- D. The successful bidder will handle all invoicing, record keeping and other details as concerns the subcontractor, as well as his own services, and will make composite reports and statements as appropriate to the School Board.

#### **XX. SCORING**

Upon submission of the bid, each vendor will be scored using the rationale shown below for a maximum of 100 points.

- A. Cost/price analysis. Vendor with the lowest price receives the maximum points (40). All other vendors receive points equal to the lowest price divided by their price times the maximum points. Points will not be rounded.
- B. Years of experience. One point per year (up to 5 maximum points).
- C. Service capability and history with Caddo Child Nutrition Programs (20) maximum points.

- D. Financial conditions, stability and business practices (10) maximum points.
- E. Delivery service (20) maximum points.
- F. Vendor must provide three reference with this bid to qualify for the five (5) maximum points, available.

**XXI. ESCALATION/DE-ESCALATION**

Product Specifications included herein shall be made firm for the entire period of the contract. The prices for milk specifications included herein shall be firmed for \_\_\_\_\_ ( ) days from the date of the bid opening. 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 Shreveport Louisiana area. The vendor awarded the contract shall provide \_\_\_\_\_ days prior written notice to any change. A copy of 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 \_\_\_\_\_ day of the month subsequent to the receipt of the written notification. For bid purposes, the present cost of components for the month of \_\_\_\_\_ is \$ \_\_\_\_\_/cwt. For skim milk and \$ \_\_\_\_\_ / lb. for butterfat to equal \$ \_\_\_\_\_/cwt. of 3.5% Class I milk.

**XXII. SPECIFICATIONS FOR MILK AND DAIRY PRODUCTS**

All milk and dairy products shall meet Federal and State specifications and inspection, the Louisiana State Board of Health, and the local health board sanitation standards and regulations. Milk shall be in standard coated cartons 1/2 pint unit pack. Cartons shall not leak. Cases and cartons must be clean. Cartons must be stamped with expiration date. Specify all product size and container on the bid. Producer must be able to supply USDA lot certification if requested by Caddo Parish Public Schools Child Nutrition Programs Department.

Vendors shall provide credit for unused milk on last day before Christmas break, spring break and end of school year. Special arrangements may be requested for the delivery of milk to all schools prior to breakfast on the day after school holiday periods.

**Vendor must submit Product Formulation Statement. Nutritional facts, labels and analysis must be submitted to the Caddo Parish Child Nutrition Programs Department on items required for bid. Prior approval is required for new items being submitted for bid.**

**NOTE: Nutrition label or manufacturer specifications must indicate zero grams of Trans Fat per serving.**

**Accuracy of Net Content Labeling of Dairy Products Provisions.** Product obtained under contract may be tested by state weights and measures representatives and the remedies that the SFA will exercise when products fail to meet either contract or label specifications may result in the following:

- a. Cash restitution or in-kind replacement, at the SFA’s discretion, for the total lot which failed.

- b. Payment for the value of all meals that the SFA served which failed to contain the minimum quantities and components required of a reimbursable meal under the Child Nutrition Programs because the supplier provided short-weighted products.
  - c. Time frames for providing restitution and payments to the SFA.
  - d. A notice that repeated instances of products failing to contain required quantities is a material breach of the contract which may result in contract termination for cause.
  - e. A requirement that all costs resulting from termination for cause must be borne by the contractor.
- A. **7015 - Sweet Milk, Low Fat, Fresh, Pasteurized, Homogenized, Grade A** - containing 1% Butterfat; Trans-Fat 0 grams. Total fat 2.5 grams. Vitamin A & D fortified. Packed in cartons. 50/units per crate. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
  - B. **7020 - Low Fat Buttermilk, Fresh, Pasteurized, Homogenized, Grade A, Cultured;** containing not more than 1% Butterfat; Vitamin A & C. Packed in cartons. Total fat 2.5grams. Trans-Fat 0 grams. 50/units per crate. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
  - C. **7030 - Milk, Fat Free, Chocolate, Fresh, Pasteurized, Homogenized, Grade A** - Vitamin A & D fortified. Total fat 0 grams. Trans-Fat 0 grams. Packed in cartons. 50/units per crate. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
  - D. **7040 - Milk, Fat Free Skim, Fresh, Pasteurized, Homogenized, Grade A** - Vitamin A & D fortified. Total Fat 0 grams. Trans-Fat 0 grams. Packed in cartons. 50/units per crate. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
  - E. **7045 - Milk, Lactose, Fat Free, Grade A, Ultra-Pasteurized Fat Free Milk, 100% Lactose Free.** Vitamins A & D added. Total fat 0 grams. Trans-Fat 0 grams. Packed 20/8 oz. cartons. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
  - F. **7050 - Low Fat Cottage Cheese, Grade A, 1 pound (16 oz.)** Creamed (plain curd) with no more than 1% milk fat. Made from pasteurized milk and cream products. Total fat 1 grams. Trans-Fat 0 grams. The product shall be packaged in good quality commercial container. Award to be based on price per pound. Specify size of container. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
  - G. **7072 - Yogurt, Blueberry, Low Fat, (12/6 oz.)** Total fat not to exceed 2 gram per serving, Trans-Fat 0 grams. Sodium not to exceed 80 milligrams. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**

**7074 - Yogurt, Peach, Low Fat, (12/6 oz.)** Total fat not to exceed 2 gram per serving, Trans-Fat 0 grams. Sodium not to exceed 80 milligrams. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**

**7078 - Yogurt, Strawberry, Low Fat, (12/6 oz.)** Total fat not to exceed 2 gram per serving. Trans-Fat 0 grams. Sodium not to exceed 80 milligrams. **Vendor must**

**submit product formulation statement, nutritional fact label and analysis information.**

- H. **7090 - Sour Cream, Fat Free 1 pound (16 oz.).** Total fat not to exceed 5 grams per serving. Trans-Fat 0 grams. Made from cultured Grade A skim milk. The product shall be packaged in good quality commercial container. Award based on price per pound. Specify size container. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
- I. **7065 - Low-Fat Ice Cream Sandwich, Vanilla, made from skim milk (24/3.0 oz.).** Total fat not to exceed 5 grams, sodium not to exceed 170 milligrams. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
- J. **7066 - Low-Fat Vanilla and Chocolate Cone, made from skim milk (24/3.0 oz.).** Cone made with whole grain wheat flour. Chocolate coating made with cocoa. Total fat less than 5 grams, sodium not to exceed 90 milligrams. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
- K. **7067 - Rainbow Polar Pole, made from skim milk (24/2.75 oz.).** Total fat not to exceed 1 gram, sodium not to exceed 20 milligrams. Flavors cherry, blue raspberry and orange. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**
- L. **7337 - Sour Cyclone, made from skim milk (24/3.75 oz.).** Total fat not to exceed 1 gram, sodium not to exceed 35 milligrams. Flavored blue raspberry. **Vendor must submit product formulation statement, nutritional fact label and analysis information.**

**ATTACHED TO THIS BID FORM IS A LIST OF ALL SCHOOLS IN CADDO PARISH. THIS IS A LIST, NOT FOR PURPOSES OF SELECTING SCHOOLS WHICH THE BIDDER MAY WISH TO SERVICE, BUT RATHER AS AN INFORMATIONAL SHEET.**

**NOTE: CADDO PARISH PUBLIC SCHOOLS MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, OR IN THE BID FORM, OR IN THE SPECIAL OR GENERAL CONDITIONS, OR IN ANY ATTACHMENTS THERETO WHICH WILL BECOME A PART OF THE BID.**

**IMPORTANT -- OUR QUOTATIONS HAVE BEEN CHECKED FOR MATHEMATICAL AND TYPOGRAPHICAL ERRORS BEFORE SUBMITTING, and the BIDDER QUALIFICATION FORM has been completed, signed and is attached and made a part of this BID FORM.**

**BY** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Company Bidding)

## **NON DISCRIMINATION STATEMENT**

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution participating is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, disability and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs).

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, and 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.ocio.usda.gov/document/ad-3027>, 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:

*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;

*Email:*

[program.intake@usda.gov](mailto:program.intake@usda.gov)

**CPPS Offering Equal Opportunity in Employment and Educational Programs**

Revised September 2019

## Caddo Parish Child Nutrition Programs

Atkins Elementary 7611 St. Vincent Avenue 71106	Forest Hill Elementary 2005 Francais Drive 71118	Ridgewood Middle 2001 Ridgewood Drive 71118
Donnie Bickham Middle 7240 Old Mooringsport Road 71107	Green Oaks Performing Arts 2550 Thomas E. Howard Dr. 71107	Riverside Elementary 625 Dixie Garden Drive 71105
Blanchard Elementary 402 Birch Street 71107	Herndon Magnet School 11845 Gamm Road, Belcher 71004	Shreve Island Elementary 836 Sewanne Place 71105
Broadmoor Laboratory 441 Atlantic Street 71105	Caddo Middle Career & Tech 6310 Clift Street 71106	South Highlands Magnet 831 Erie Street 71106
C. E. Byrd High 3201 Line Avenue 71104	Huntington High 6801 Raspberry Lane 71129	Southern Hills Elementary 9075 Kingston Road 71118
Caddo Career Center 5950 Union Street 71108	Judson Fundamental 3809 Judson Street 71109	Southwood High 9000 Walker Road 71118
Caddo Heights Math/Science 1702 Corbitt Street 71108	Keithville Elementary/Middle 12201 Mansfield Rd., Keithville 71047	A. C. Steere Elementary 4009 Youree Drive 71105
Caddo Magnet High 1601 Viking Drive 71101	AMI Caddo 1807 San Jacinto Street 71109	EBW Stoner Hill Laboratory 2127 C. E. Galloway Blvd 71104
Caddo Middle Magnet 7635 Cornelious Lane 71106	Midway Professional Development 3840 Greenwood Rd. 71109	Summerfield Elementary 3131 Ardis Taylor Drive 71118
Captain Shreve High 6115 East Kings Highway 71105	Mooringsport Elementary 602 Latimer, Mooringsport 71060	Summer Grove Elementary 2955 Bert Kouns Ind. Loop 71118
Cherokee Park Elementary 2010 East Algonquin Trail 71107	North Caddo Elementary/Middle 100 W. Kentucky, Vivian 71082	Sunset Acres Elementary 6514 West Canal Blvd. 71108
Claiborne Fundamental 2345 Claiborne Street 71103	North Caddo High 201 Airport Drive, Vivian 71082	Turner Elementary/Middle 5904 West 70 <sup>th</sup> Street 71129
J. S. Clark Elementary 351 Hearne Avenue 71103	North Highlands Elementary 885 Poleman Road 71107	University Elementary 9900 Smitherman Drive 71115
Ombudsman Academic 401 North Holzman 71101	Northside Elementary 1845 Linear Street 71107	Walnut Hill Elementary/Middle 9360 Woolworth Road 71129
Creswell Elementary 2901 Creswell Street 71104	Northwood High 5939 Old Mooringsport Road 71107	Booker T. Washington New Technology 2104 Milam Street 71103
Eden Gardens Fundamental 626 Eden Boulevard 71106	Oak Park Microsociety 4331 Henry Street 71109	Werner Park Elementary 2715 Corbitt Street 71108
Eighty-First Street ECE Center 8108 Fairfield Avenue 71106	Pine Grove Elementary 1700 Caldwell Street 71107	Westwood Elementary 7325 Jewella Road 71108
Fairfield Elementary 6215 Fairfield Avenue 71106	Queensborough Elementary 2701 Catherine Street 71109	Woodlawn Leadership Academy 7340 Wyngate Street 71106
Fair Park Middle 3222 Greenwood Road 71109		Youree Drive Middle 6008 Youree Drive 71105

**\*\*Sites May Vary\*\***



**REQUIREMENT-Vendor must return the completed and signed items shown below with bid form (page 19-21). If all items are not completed, signed and returned with bid form, bid will be rejected. If form is not applicable, please write N/A, sign and return.**

- a. **USDA Certification Regarding Debarment (page 22)**
- b. **Certificate of Independent Price Determination (page 24)**
- c. **Disclosure of Lobbying Certification (page 25)**
- d. **Disclosure of Lobbying Activities (page 26)**
- e. **Buy American Provision (page 28-30)**

**NOTE: CADDO PARISH PUBLIC SCHOOLS MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, OR IN THE BID FORM, OR IN THE SPECIAL OR GENERAL CONDITIONS, OR IN ANY ATTACHMENTS THERETO WHICH WILL BECOME A PART OF THE BID.**

**CADDO PARISH PUBLIC SCHOOLS**  
*Shavonda M. Scott*  
**Director of Purchasing**

FROM

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

**CHILD NUTRITION PROGRAMS DEPARTMENT**

Caddo Parish Public Schools  
Administrative Center  
1961 Midway Street  
Shreveport, Louisiana 71108

Bid Number **SFS-735-21**

Proposal For **Milk and Dairy Products**

Date **Monday, June 21, 2021, 9:30 a.m. (CDT)**

**BID FORM**

**MILK AND DAIRY PRODUCTS**

BID FORM: This bid shall be executed and submitted in accordance with the specifications, and all articles and requirements contained herein shall remain and becomes a part of the contract for these products. All appropriate blank spaces shall be filled in. **BID MUST BE SUBMITTED ON THIS FORM** (page 19 – 21).

**BID DATE: 9:30 A.M., CDT, Monday, June 21, 2021**

Caddo Parish Public Schools  
 1961 Midway Street  
 Shreveport, Louisiana 71108

Vendor:

In compliance with your invitation for bids on **MILK AND DAIRY PRODUCTS** and after having examined the specifications and conditions, we hereby propose to furnish as specified and in accordance with the specifications and conditions for the amounts shown herein. We understand that if awarded this contract, we will receive all orders for milk and dairy products for the period August 16, 2021 through August 5, 2022. Bid all groups I-IV. The successful bidder for the various groups will be determined by the lowest bid in space provided. Submit unit price for all groups. Vendor must bid Group I -1A & 1B, for a combined single award. Failure to bid all items in any group or failure of an item in any group to meet specifications will result in automatic rejection of the bid group.

<u>ITEM</u>	<u>ESTIMATED REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
<b>GROUP I</b>			
<b><u>Group 1A – MILK:</u>                      50/8 oz. Cases</b>			
1. Sweet Milk, Low Fat	<u>40,000</u> CASES	_____	_____
2. Low Fat Buttermilk	<u>200</u> CASES	_____	_____
3. Milk, Fat-Free, Chocolate	<u>30,000</u> CASES	_____	_____
4. Milk, Fat-Free, Skim	<u>2,000</u> CASES	_____	_____
<b>NET TOTAL</b>		\$ _____	\$ _____
		<b>HALF PINT/CASES</b>	<b>NET TOTAL FOR HALF PINT/CASE MILK</b>

<u>ITEM</u>	<u>ESTIMATED REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
<b>GROUP I</b>			
<b><u>Group 1B – LACTOSE MILK:</u>                      50/8 oz. Cases</b>			
1. Milk, Lactose Fat Free	<u>200</u> CASES	_____	_____
<b>NET TOTAL</b>		\$ _____	\$ _____
		<b>HALF PINT/CASES</b>	<b>NET TOTAL FOR HALF PINT/CASE LACTOSE MILK</b>

**TOTAL BID FOR GROUP I: #1A & #1B**

\$ \_\_\_\_\_

<u>ITEM</u>	<u>ESTIMATED REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
<b>GROUP II</b>			
1. Low Fat Cottage Cheese, 1 lb. Specify carton size/count in box: _____	<u>20</u> BOXES	\$ _____	\$ _____
			<b>NET TOTAL FOR COTTAGE CHEESE</b>
2. Sour Cream, Fat Free, 1 lb. Specify carton size/count in box: _____	<u>100</u> BOXES	\$ _____	\$ _____
			<b>NET TOTAL FOR SOUR CREAM</b>

**TOTAL BID FOR GROUP II: Items #1 & #2**

\$ \_\_\_\_\_

<u>ITEM</u>	<u>ESTIMATED REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
<b>GROUP III</b>			
1. Yogurt, Blueberry, Low Fat, 12/6 oz. Specify carton size/count in box: _____	<u>50</u> BOXES	\$ _____	\$ _____
			<b>NET TOTAL FOR YOGURT, BLUEBERRY</b>
2. Yogurt, Peach, Low Fat, 12/6 oz. Specify carton size/count in box: _____	<u>50</u> BOXES	\$ _____	\$ _____
			<b>NET TOTAL FOR YOGURT, PEACH</b>
3. Yogurt, Strawberry, Low Fat, 12/6 oz. Specify carton size/count in box: _____	<u>50</u> BOXES	\$ _____	\$ _____
			<b>NET TOTAL FOR YOGURT, STRAWBERRY</b>

**TOTAL BID FOR GROUP III: Items #1, #2 & 3**

\$ \_\_\_\_\_

<u>ITEM</u>	<u>ESTIMATED REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
<b>GROUP IV</b>			
1. Low Fat Ice Cream Sandwich, 24/3 oz. Specify carton size/count in box: _____	<u>1,500</u> CASES	\$ _____	\$ _____
			<b>NET TOTAL FOR ICE CREAM SANDWICH</b>
2. Low Fat Vanilla & Chocolate Cone, 24/3.0 oz. Specify carton size/count in box: _____	<u>800</u> CASES	\$ _____	\$ _____
			<b>NET TOTAL FOR VANILLA/CHOCOLATE CONE</b>
3. Rainbow Polar Pole 24/2.75 oz. Specify carton size/count in box: _____	<u>800</u> CASES	\$ _____	\$ _____
			<b>NET TOTAL FOR RAINBOW POLAR POLE</b>
4. Sour Cyclone, 24/3.75 oz. Specify carton size/count in box: _____	<u>1,500</u> CASES	\$ _____	\$ _____
			<b>NET TOTAL FOR SOUR CLYCLONE</b>

**TOTAL BID FOR GROUP IV: Items #1, #2, #3 & 4**

**\$ \_\_\_\_\_**

We understand the estimated requirements are furnished for informational purposes and to aid in determining a successful bidder. Quantities shown are not binding; actual purchases will vary more or less than the estimates. Our 5% bid security is enclosed and made a part of this bid.

We understand that supplementary statements attached to bid forms dealing with price quotations will be ignored.

**IMPORTANT -- OUR QUOTATIONS HAVE BEEN CHECKED FOR MATHEMATICAL AND TYPOGRAPHICAL ERRORS BEFORE SUBMITTING, and the BIDDER QUALIFICATION FORM has been completed, signed and is attached and made a part of this BID FORM.**

**BY** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Company Bidding)



# Caddo Parish Public Schools

## SUSPENSION AND DEBARMENT CERTIFICATION

### UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -  
Lower-Tier Transaction*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 2 CFR Part 200.212 and Appendix II of 2 CFR Part 200). The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

**(Before completing certification, read instructions on next page).**

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 to 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(s) and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signatures

\_\_\_\_\_  
Date

INSTRUCTIONS FOR  
SUSPENSION AND DEBARMENT CERTIFICATION

By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

1. 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.
2. 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.
3. The terms covered transaction, debarred, suspended, in-eligible, 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. 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.
5. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.

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 are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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



## Caddo Parish Public Schools

### INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA)/Sponsor and the Vendor (Offerer) shall execute this Independent Price Determination Certificate.

Name of Vendor	Caddo Parish Public Schools Name of School Food Authority/Sponsor
----------------	--

- A. By submission of this offer, the Offerer 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 Offerer or with any competitor.
  2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer 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 Offerer for the purpose of restricting competition.
  3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offerer certifies that:
1. He or she is the person in the Offerer'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 other Offerer'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 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 Offerer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 Authorized Representative	Title	Date
--	-------	------

**In accepting this offer, the SFA/SPONSOR certifies that no representative of the SFA/SPONSOR has taken any action that may have jeopardized the independence of the offer referred above.**

**NOTE: Accepting an offeror's offer does not constitute award of the contract.**

Signature of CPSB School Food Authority Authorized Representative	Director Title	Date
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## Caddo Parish Public Schools

### DISCLOSURE OF LOBBYING CERTIFICATION

Applicable to Grants, Sub grants, 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 31, 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 awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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 covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Disclosure of Lobbying Activities**

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

<b>1. Type of Federal Action:</b> a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	<b>2. Status of Federal Action:</b> a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b> a. Initial filing b. Material change For material change only: Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____Prime _____Sub awardee Tier _____, if known: Congressional District, if known:	<b>5. IF Reporting Entity in No.4 is Sub awardee,</b> Enter Name and Address of Prime: Congressional District, if known:	
<b>6. Federal Action Number, if known:</b>	<b>7. Federal Program Name/Description CFDA Number, if applicable:</b> _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known</b> _____	
<b>10.</b> <b>a. Name and Address of Lobbying Registrant</b> (if individual: Last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a Last name, first name, MI):	
11. 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. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No:</b> _____ <b>Date</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form-LLL</b>	
<b>“Our agency has not made any payments to a lobbying agency. We understand that we must include this in any future bid packets.”</b>		

## INSTRUCTIONS FOR COMPLETING OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 follow-up 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 designated if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract award under grants.
5. If the organization filing the report in item 4 check "Sub-awardee," 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 of 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, Invitation for Bid (IFB) number; grant announcement number; the contract, Grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Included 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full name 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. The certifying official shall sign and date the form, print his/her name, title and telephone number

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According to the Paperwork Reduction Act, as amended, no person are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collections is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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.



# Caddo Parish Public Schools

## BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

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. This document is provided in Microsoft Word format so the vendor may add additional food items.

<b>VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)</b>	
_____	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. 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>
	<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>

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>
	<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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**ATTENTION VENDOR: RETURN WITH YOUR BID PROPOSAL**

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.

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

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

**SPONSOR APPROVAL**

The sponsor must approve all non-domestic agricultural products that will be awarded under this contract. The sponsor is responsible for determining if the information provided by the vendor is true and correct.

Authorized Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Sponsor Name \_\_\_\_\_ Date Approved: \_\_\_\_\_