

**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-741-21 **BID TITLE** READY-TO-SERVE NSLP PIZZA

BIDS WILL BE ACCEPTED UNTIL 1:00 P. 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: _____**
-

BID SECURITY NOT REQUIRED.

CONTRACT AND PERFORMANCE BOND NOT REQUIRED.

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, services, 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, 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 BID

- 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 PROPOSAL FORM** defines requirements of items to be purchased 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. On blank lines provided, the bidder must insert the 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 PROPOSAL 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 PROPOSAL FORM**. All shipments must be received and accepted by a designated agent of the School Board.
 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 **Ready-To-Serve National School Lunch Programs Pizza**. The contract will be for the period of **August 16, 2021 – June 1, 2022.**

B. **BID ENVELOPE.** Bids are to be submitted in sealed envelopes furnished by the Board.

1. When the request for bid is soliciting 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.
3. The contents of the bid of the successful vendor will become, at our option, a contractual obligation if a contract ensues. Failure of the successful vendor to accept this obligation may result in cancellation for the award.
4. In the event a successful proposer fails to perform/deliver on an awarded RFP and where no RFP security and performance security have been provided; the CPSB CNP shall declare the bidder in default. The CPSB CNP then has the option of excusing the proposer if a determined good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be the CPSB CNP's option to invoke the following:
 - a. Forfeiture of the vendor's right to transact business with the CPSB for a period of one year following the date the penalty is invoked and/or
 - b. Payment to the Board in the amount equal to five percent (5%) of the unit price times the quantity.

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.

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. 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 CPSB 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 Lunch and Breakfast Program.

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

III. DETERMINATION OF BID

This bid will cover the entire school term beginning August 16, 2021 and continuing through June 1, 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.

IV. GURANTEE

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.

V. 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

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

VI. 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.

VII. 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. Sponsors participating in Child Nutrition Programs **are exempt from state taxes** per Revised Statute 47:301(10)(dd).
- F. If applicable to this purchase, Federal tax exemption certificates will be signed by the Caddo Parish Public Schools, Exemption Number: 72-6000224.

VIII. DELIVERY

Delivery of finished products shall be to the schools shown on the list included with this bid.

- A. No delivery accepted on Saturdays, Sundays and holidays. Deliveries shall be made to each school on the designated date and time agreed upon by CNP and bidder. The winning bidder is **REQUIRED** to adjust delivery schedules with product arriving fifteen (15) minutes **before** the first lunch schedule.
- B. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by the Child Nutrition Programs Manager.
- C. A delivery ticket or copy of the invoice in duplicate, with prices shown, shall accompany each delivery.
- D. Attached to this bid form is a list of all schools in Caddo Parish that will be receiving product from this bid. This is a list not for purposes of selecting schools which the bidder may wish to service, but rather as an information sheet, approximately eleven (11) sites, which may vary.
- E. **RECEIVING, INSPECTION AND TESTING.** Delivered products 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.
- F. Delivery vehicles must be clean and sanitary. All products delivered must comply with LA State Board of Health regulations.

IX. 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.

X. 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.

XI. POSTPONEMENT OF DATE FOR RECEIPT OF OPENING OF BID

- 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.
- B. 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) must be submitted by closing time or they will not be accepted.

XII. PIGGYBACKING PROVISION

CNP will allow up to twenty School Food Authorities within the State of Louisiana to piggyback on all bids and bids.

- A. The SFS shall request in writing the items and estimated quantity they intend to purchase.
- B. CNP will inform the vendor affected by the piggybacking to seek approval.
- C. CNP will send approval of request to the SFS and maintain records per federal and state code and regulations for 3 years after final payment or until audited by SFA, whichever is sooner.

- D. CNP, its authorized agents, and/or State and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

XIII. 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 (5) maximum points, available.

XIV. SPECIFICATIONS FOR READY TO SERVE NSLP PIZZA

All Ready-to-Serve NSLP Pizza shall be in accordance with Louisiana health laws and requirements on enrichment as enacted by law. Product shall be strictly fresh when delivered to the schools. Orders will made by telephone or fax or email the week prior to delivery. Information pertaining to meal service time for each school will also be sent from CNP Central Office personnel.

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.

- A. **6368 – Pizza, Cheese, Fresh 16” Ready-To-Serve.** Fully cooked, delivered hot, ready to serve cheese pizza. Cut into eight (8) equal slices. Crust to be made with minimum 51% whole grain flour, reduced fat cheese and reduced sodium mozzarella. Each slice to provide 2 ounces Meat/Meat Alternate Equivalent, 2.75 ounces Grain Equivalent and 1/8 cup Red-Orange Vegetable. Only allergens allowed are milk, soy and wheat. **Must provide Formulation and Nutritional Sheet.**
- B. **6369 – Pizza, Pepperoni, Fresh 16” Ready-To-Serve.** Fully cooked, delivered hot, ready to serve pepperoni pizza. Cut into eight (8) equal slices. Crust to be made with minimum 51% whole grain flour, reduced fat cheese and reduced sodium mozzarella. Pepperoni is reduced fat and reduced sodium. Each slice to provide 2 ounces Meat/Meat Alternate Equivalent, 2 ounces Grain Equivalent and 1/8 cup Red-Orange Vegetable. Only allergens allowed are milk, soy and wheat. **Must provide Formulation and Nutritional Sheet.**

- C. **6400 – Pizza, Sausage, Fresh 16” Ready-To-Serve.** Fully cooked, delivered hot, ready to serve sausage pizza. Cut into eight (8) equal slices. Crust to be made with minimum 51% whole grain flour, reduced fat cheese and reduced sodium mozzarella. Sausage is reduced fat and reduced sodium. Each slice to provide 2 ounces Meat/Meat Alternate Equivalent, 2 ounces Grain Equivalent and 1/8 cup Red-Orange Vegetable. Only allergens allowed are milk, soy and wheat. **Must provide Formulation and Nutritional Sheet.**

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, audiotape, 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

CPPS Offering Equal Opportunity in Employment and Educational Programs

Revised September 2019

Caddo Parish Child Nutrition Programs

1. C. E. Byrd High
3201 Line Avenue
Shreveport 71104
2. Caddo Magnet High
1601 Viking Drive
Shreveport 71101
3. Captain Shreve High
6115 East Kings Highway
Shreveport 71105
4. Fair Park Middle
3222 Greenwood Road
Shreveport 71109
5. Green Oaks Performing Arts
2550 Thomas E. Howard
Shreveport 71107
6. Huntington High
6801 Raspberry Lane
Shreveport 71129
7. North Caddo High
201 Airport Drive
Vivian 71082
8. Northwood High
5939 Old Mooringsport Road
Shreveport 71107
9. Southwood High
9000 Walker Road
Shreveport 71118
10. Booker T. Washington New Technology
2104 Milam Street
Shreveport 71103
11. Woodlawn Leadership Academy
7340 Wyngate Street
Shreveport 71106

****Sites May Vary****

REQUIREMENT-Vendor must return the completed and signed items shown below with bid form (page 13). 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 14)**
- b. Certificate of Independent Price Determination (page 16)**
- c. Disclosure of Lobbying Certification (page 17)**
- d. Disclosure of Lobbying Activities (page 18)**
- e. Buy American Provision (page 20-22)**

NOTE: THE 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-741-21**

Proposal For **Ready-to-Serve NSLP Pizza**

Date **Monday, June 21, 2021, 1:00 p.m. (CDT)**

REQUEST FOR BID**READY-TO-SERVE NSLP PIZZA**

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

OPENING BID DATE: 1:00 P.M., CDT, Monday, June 21, 2021

Vendor:

In compliance with your invitation for bid on **READY TO SERVE NSLP PIZZA** 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 Ready-To-Serve NSLP Pizza for the period August 16, 2021 through June 1, 2022.

| <u>ITEM</u> | <u>ESTIMATES</u> | <u>UNIT PRICE</u> | <u>EXTENDED TOTAL</u> |
|--|------------------|-------------------|-----------------------|
| 1. <i>Pizza, Cheese, Fresh 16" Ready-To-Serve, 8 slices</i> Brand _____ Product Code _____ CN Label _____ | <u>1,000</u> | \$ _____ | \$ _____ |
| 2. <i>Pizza, Pepperoni, Fresh 16" Read-To-Serve, 8 slices</i> Brand _____ Product Code _____ CN Label _____ | <u>2,000</u> | \$ _____ | \$ _____ |
| 3. <i>Pizza, Sausage, Fresh 16" Ready-To-Serve, 8 slices</i> Brand _____ Product Code _____ CN Label _____ | <u>2,000</u> | \$ _____ | \$ _____ |
| READY-TO-SERVE NSLP PIZZA GRAND TOTAL BID GROUP | | | \$ _____ |

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. 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.

NOTE: THE 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.

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 bid, 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 bid.

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 bid 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, bid, 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 bid 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 |
|--|-------------------|------|



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)

| | | |
|--|--|---|
| 1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance | 2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award | 3. Report Type: a. Initial filing b. Material change For material change only: Year _____ quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: _____Prime _____Sub awardee Tier _____, if known: Congressional District, if known: | 5. IF Reporting Entity in No.4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Action Number, if known: | 7. Federal Program Name/Description CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known _____ | |
| 10. a. Name and Address of Lobbying Registrant (if individual: Last name, first name, MI): | b. Individuals Performing Services (including address if different from No. 10a Last name, first name, MI): | |
| 11. 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. | Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date _____ | |
| Federal Use Only | Authorized for Local Reproduction Standard Form-LLL | |
| “Our agency has not made any payments to a lobbying agency. We understand that we must include this in any future bid packets.” | | |

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 1st 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 Bid (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, Grant, or loan award number; the application/ bid 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

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.

| VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2) | |
|---|---|
| _____ | 1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. |
| _____ | 2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below |
| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM. |
| | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |
| | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |

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

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.

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: _____