



CENTRAL COMMUNITY SCHOOL SYSTEM

10510 Joor Road • Suite 300 • Central, LA 70818

P.O. Box 78094 • Central LA 70837

225-262-1919 • www.centralcss.org



CHILD NUTRITION PROGRAM BID

2017-2018

INVITATION TO BID BY SEALED BID

BIDS REQUESTED:

Dry, Refrigerated, and Frozen Foods -

Contract Time Period: July 1, 2017 – January 31, 2018

Non-Food Supplies or Equipment -

Contract Time Period: July 1, 2017 – June 30, 2018

PUBLIC BID OPENING DATE AND TIME (CST):

Tuesday, May 9, 2017 at 10:00 am CST

GENERAL RULES, CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR DRY, REFRIGERATED, FROZEN FOODS, MILK AND DAIRY PRODUCTS, NON-FOOD SUPPLIES AND SMALL EQUIPMENT

SECTION I: INSTRUCTIONS

The general rules and conditions that follow apply to all purchases and become a part of each formal invitation to bid, purchase order or other award issued by the Central Community School System, Child Nutrition Program, unless otherwise specified. Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.

Sealed bids will be received by the Central Community School System, Child Nutrition Program, 10510 Joor Road, Suite 300, Baton Rouge, Louisiana, 70818 or submit electronically to Centralauctionhouse.com up to 10:00 A.M. Central Standard Time on Tuesday, May 9, 2017 for providing dry, refrigerated, frozen foods, milk, supplies and small equipment to Central Community Schools.

1. All bids shall be submitted sealed to the Central Community School System, Child Nutrition Program on or before the above time and date. Bids received after the date and time designated for opening of bids, or any bid received unsealed, will not be considered. At the above time and place, bids will be publicly opened, including electronic bids at the Central Community School System office, 10510 Joor Road, Suite 300, Baton Rouge, Louisiana 70818.
2. Enclosed are "Computerized Bid Quotation Forms," Specifications, General Rules, Conditions, Certification Statements and Instructions to Bidders. Bids shall be submitted in strict accordance with the specifications and instructions. Bids shall be submitted only on the forms provided.

Please sign and return all documents where a signature is required, including the “Computerized Bid Quotation Form.” A signature on these documents is required to complete the formal bid. All information on the bid form must be supplied to constitute a regular bid. Return only one copy. **Bids must be signed by a duly authorized representative of the firm and returned in a sealed envelope marked FOOD BID, MILK AND DAIRY BID, SUPPLY BID OR SMALL EQUIPMENT BID indicating the date and hour of opening.**

3. The bid form must be typed or completed in ink. Any corrections must be made by drawing a line through the error and writing in the correction. **All corrections must be initialed by the person signing the bid.** No corrections by erasure or use of correction fluid are allowable.

4. The bidder shall be solely responsible for the timely furnishing of bids. The bid must be returned by Federal Express, registered or certified US mail, return receipt requested, or hand delivered, at which time a receipt shall be issued, or could be submitted electronically at www.Centrauctionhouse.com. The Child Nutrition Program will **NOT** consider bids returned by any other means.

5. The quantities of items specified are only indicative of the Child Nutrition Program’s present estimate, based upon quantities used last school year. The Child Nutrition Program binds itself to take, and the contractor agrees to supply, **ONLY** what is actually required by the schools for the school session, 2017-2018.

6. The prices quoted shall include handling and delivery to Central Community Schools. UNIT PRICE SHOULD NOT EXCEED FOUR (4) DECIMAL POINTS. A listing of schools, addresses and managers’ names are attached in this packet and online at www.Centrauctionhouse.com.

7. Errors in quoted prices or in the preparation of the bid will not relieve the vendor except as provided under Louisiana Revised Statutes.

8. If there is a discrepancy between the unit price and the total price, the unit price will stand as the bid price.

9. Bid awards will not be announced at the opening of the bid, however public viewing will be available.

10. Bids will be awarded on a **PER ITEM (or as stated)** basis to the responsible bidder whose bid is responsive and most advantageous to the Child Nutrition Program. The Central Community School System and the Child Nutrition Program reserve the right to reject any and / or all bids.

11. The “Buy American Provision Certification” form attached to the bid **MUST be completed, signed, and returned with the bid for the bid to be considered. This applies to all bids that are food products.**

12. Bids submitted are subject to provisions of the laws of the State of Louisiana and USDA Federal laws, including, but not limited to, Louisiana Revised Statutes (LRS) 38:2211-2296 and 2 CFR Part 200 and NSLP: 7CFR#210.21(d); SBP:7CFR#220.16(d); SFSP: 7CFR 225.17 CACFP: 7CFR 226.22; the Standard Terms and Conditions, Special Terms and Conditions and the Specifications listed in the solicitation which form the Bid Package. For a complete reference on all Federal regulations cited, go to the following link <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>, Title 7 Agriculture, and for the Louisiana Revised Statute reference link, go to <http://legis.la.gov/Legis/Law.aspx?d=94915>.

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

- a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- b Certification of Independent Price Determination

- c Certification Regarding Lobbying
- d Escalation/De-escalation Clause – for milk bids
- e Acknowledgement
- f Contract Section
- g Disclosure of Lobbying Activities
- h Buy American Certification form

SECTION II: ADDITIONAL INSTRUCTIONS FOR CATEGORY I – MILK AND DAIRY PRODUCTS:

1. All milk and milk products shall meet all requirements of the Sanitary Code, State of Louisiana including the last revision.
2. A copy of your Company's Sanitarian Inspection Report is required to assure the food items we are receiving are stored in a place that is in compliance with Sanitation requirements for food storage.
3. All dairy products shall be accurately labeled or weighed in accordance with guidelines of weights and measures, Louisiana Department of Agriculture and Forestry.
4. Detailed specifications for milk and related products are enclosed. Bids must be submitted in strict accordance with the specifications.
5. Successful bidder agrees to furnish clean, well-sealed milk containers in clean master cases. Milk containers and milk-cases shall be free from spills, trash, soil, damage, and odors, including the odor of sour milk.
6. All refrigerated milk products shall be **DATE CODED** and all items shall have **AT LEAST SEVEN (7) DAYS** remaining on the date code when delivered. Each plastic milk bottle shall be labeled with the variety of milk (1% low fat, non-fat chocolate, strawberry, skim) printed on the container. These names must be legible.
7. Successful bidder will deliver milk in refrigerated trucks and place the milk, in the cases, in the refrigerated milk box (es) in the cafeterias. Refrigerated product temperature shall not exceed 40 degrees F, nor shall they be less than 32 degrees F. Frozen products shall be maintained at temperatures not to exceed 5 degrees F.
8. Deliveries for milk are to be made daily – Monday through Friday (according to storage and specific needs of the school) except school holidays. Deliveries for sour cream and related products are to be made only as requested. A school calendar is included for your information. The time of day for delivery will be negotiated upon award of the bid and shall be mutually acceptable and advantageous to both parties. At the time of delivery, all current milk in the milk box is to be placed on top of the milk delivered that day.
9. Orders for milk and related products shall originate from the Cafeteria Manager in each school.
10. The dairy agrees to be responsible for damages to milk boxes or refrigerators caused by their personnel.
11. Successful vendors shall be required to leave duplicate invoices with the representative who received the items at each respective school.
12. Vendors shall deliver all products "free on board" to final destination. Unless otherwise specified, goods shall be delivered in commercial packages and in standard commercial containers.
13. The Child Nutrition Program reserves the right to cancel that part of the order which the vendor has failed to deliver at the time specified and to adjust the invoices submitted if there is a variation between the price bid and the price charged on the invoice.

SECTION III: ESCALATION / DE-ESCALATION CLAUSE:

All bid prices shall be based on USDA, Agricultural Marketing Service, Dairy Division, Southeast Order No.7, May 1999 announced pricing per hundred weight for Class I Raw Milk * and shall be firm for thirty (30) days from the date of the bid opening. After this date, prices for milk may escalate or de-escalate in accordance with changes in Southeast Order No. 7 announced pricing for Class I Raw Milk. The vendor awarded the contract shall provide fourteen (14) days prior written notice to any changes. At no time will the price be changed without first notifying the Child Nutrition Program of such change. Any changes in prices would commence on the first day of the month subsequent to notification. For each full \$.18 per hundredweight, increase or decrease, the price shall increase or decrease \$ 0.0010 per half-pint of milk.

*Class I Price to include any processing assessment under the Fluid Milk Promotion Order (7CFR 1160.101 et seq)

**See Escalation / De-Escalation Clause on page 12.

SECTION IV: TERM BID AGREEMENTS:

If this bid results in a term contract with the vendor, the Central Community School System, Child Nutrition Program must receive all general price decreases that other customers receive.

SECTION V: SUBCONTRACTING:

Subcontracting of part of this bid by the successful bidder to other responsible entities (e.g., dairies) is permitted as hereinafter provided:

- A. Subcontractors shall be regularly in the dairy business and have the capability to fulfill and deliver that part of the work as may be awarded to them.
- B. All subcontractors shall have the prior approval of the Central Community School Board Child Nutrition Program before the effective date of this bid.
- C. The successful bidder must detail to the Child Nutrition Program the quantity of business, method of distribution and schools served by the subcontractor to the full and complete satisfaction of the Child Nutrition Program.

SECTION VI: INSPECTION AND TESTS:

The Child Nutrition Program reserves the right to have any milk and related products inspected at any time by the civil parish Department of Health and Human Resources in which the school is located. Any items condemned or rejected as a result of any inspection by the Department of Health and Human Resources, or as determined by any of the Child Nutrition employees, shall be replaced in time to be served in the School's Breakfast and School Lunch Programs. If a school is unable to serve milk in the program(s) because the products delivered by the contractor are unsuitable for consumption, the contractor agrees to reimburse the Child Nutrition Program for any and all losses of State and Federal reimbursement. The contractor is not responsible for any damage to the milk supplies caused by the Child Nutrition Program, its officers, agents or employees or by the malfunctioning of any of the Child Nutrition Program, its officers, agents or employees or by the malfunctioning of any of the Child Nutrition Program's equipment utilized for the storage of milk after delivery.

SECTION VII: CANCELLATION OF ORDERS:

The Child Nutrition Program of the Central Community School system reserves the right to cancel any order or portion thereof which a vendor fails to deliver at the time specified.

SECTION VIII: STATEMENTS:

Statements shall be submitted monthly to the Child Nutrition Program, no later than seven (7) days after the month in which delivery was made. Each statement shall contain a detailed record of all purchases, by school, for the month (in chronological order with invoice number listed).

SECTION IX: PAYMENT:

All invoices will be paid after monthly statement have been received. Any questions regarding the payment schedule may be directed to the Child Nutrition Program Purchasing Coordinator, Kittie McPhate at 225-650-2918.

SECTION X: CONTRACT CONDITIONS:

Repeated failure to make delivery in accordance with specifications will result in the termination of the contract, pursuit of appropriate legal remedies, and / or disqualification of the vendor until such time as she / he furnishes satisfactory evidence that future obligations can be fulfilled. Failure to render prompt service will be considered in making subsequent awards.

If the contractor fails to deliver milk within the mutually agreed upon time schedule and if such failure results in the school(s) being unable to serve a reimbursable meal, the contractor agrees to pay the Child Nutrition Program for any and all losses of State and Federal reimbursement from the School Lunch and / or Breakfast Programs.

Contractor shall be required to reimburse the Child Nutrition Program in cash for in-kind replacement at the Child Nutrition Program's discretion, for the value of any lot which fails to pass inspection and for any losses in reimbursement which result from the supplier's failure to provide products which contain the minimum quantities and components required for reimbursable meals.

If the Child Nutrition Program of the Central Community School System terminates this contract in whole or in part, because of failure of the Contractor to furnish the supplies in accordance with the specifications and terms of this contract, the Child Nutrition Program may acquire services and supplies similar to those terminated and the contractor will be liable to the Child Nutrition Program for any excess costs for those services and supplies and other damages of the Child Nutrition Program to include additional administrative costs, advertising costs, if any, and attorney fees. However, the contract shall continue to furnish the supplies not terminated.

The Child Nutrition Program of the Central Community School System, by written notice, may terminate this contract, in whole or in part, in the event there is a reduction in Federal or State funds provided to the Child Nutrition Program of the Central Community School System. If this contract is so terminated, the contractor shall be paid for any services or food supplies furnished up to the date of termination.

The contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60).

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

SECTION XI: SPECIFICATIONS:

1. Specification of certain brands, catalog number, make or manufacturer is to denote the quality, type and standard of the article desired that has been cited as meeting the needs of the Central Community School System

Child Nutrition Program, however bids are invited on most products that have been pre-approved by the Child Nutrition Department for products that are comparable and would equally satisfy requirements stated herein. Failure on the part of any bidder to supply all required information shall be cause to reject said bid from consideration.

BIDDERS SHALL OFFER ONLY ONE BRAND AND PRICE FOR EACH LINE ITEM BID. BIDDING MORE THAN ONE ITEM AND PRICE FOR A LINE ITEM SHALL BE CAUSE FOR REJECTION OF THAT ITEM.

2. All grain products **MUST** meet the USDA Whole Grain Rich Criteria. See the link below for details. <http://www.fns.usda.gov/sites/default/files/WholeGrainResource.pdf> .
3. Articles offered must be new merchandise and must be of equal or superior grade.
4. All information required in the bid must be supplied to constitute a proper bid.
5. On lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to sufficiently identify the article(s) offered. Failure to do so may prevent consideration of the item bid.
6. Failure on the part of any bidder to supply all required information shall be cause to reject said bid from consideration.

SECTION XII: TECHNICAL DATA

1. Complete manufacturer's specifications must accompany all bids when bidding an alternate, failure to submit complete manufacturer's specifications will be reason to reject the bid.
2. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal on the formal bid where specified. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the Central Community School System specifications as written.

SECTION XIII: BID SAMPLES

1. **Submittal:** If required, samples shall be submitted to the Child Nutrition Program, Attn: Kittie McPhate, 10510 Joor Road, Suite 300 Baton Rouge, Louisiana 70818, **FOURTEEN DAYS PRIOR TO THE BID OPENING.**
2. **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.
3. **Payment for Samples:** The Board will buy no samples and will assume no-cost incidental thereto. When samples are requested, they must be sent prepaid and within the specified time.
4. **Return of Samples:** Samples not destroyed in testing must be claimed by bidders within fourteen (14) days after bid award date. The Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.
5. **Rejection:** Failure to provide requested samples within specified time may result in forfeiture of award.

6. **Demonstration / Evaluation:** The Board reserves the right to request a demonstration in order to properly evaluate any item(s) on the bid. Failure to demonstrate as requested within reason acceptable to the Board shall be reason to reject the bid.

SECTION XIV: EVALUATION OF OFFERS

The Central Community School System, in making its award, will consider the lowest responsive bidder. The Central Community School System and the Child Nutrition Program reserve the right to reject any and / or all bids.

1. **Bids for All or Part:** With the exception of public works projects, the Board reserves the right to award on an **“ALL -OR-NOTHING”** and / or partial basis whichever is in the best interest of the Central Community School System. Bidder may restrict his bid to consideration as **“ALL -OR-NOTHING”** by so stating, but shall give a unit price for each item; any bid in which the bidder names a total price for all the articles without quoting a price on each unitized item shall be rejected.
 - A. **Errors in Bid:** Bids containing errors may be withdrawn by the contractor in accordance with L.R.S. 38:2214.C. Erasures or changes in bids must be initialed.
 - B. **Tie Bids:** Tie bids will be decided on the basis of drawing lots, unless only one instate vendor is involved. In these cases, preference will be given to the instate vendor as provided for in L.R.S. 38.2225.C.
 - C. **Ability and Experience:** Consideration used for determining bidder responsibility include “financial ability, skill, integrity, business judgment, experience, reputation, quality of previous work on contracts, and any other similar factors bearing on bidders ability to successfully perform the contract.” Each proposal will receive equal consideration and special attention directed to the contractor’s qualifications as provided for in L.R.S. 38.1126.C (2) (a).

SECTION XV: PURCHASES WITHOUT BID SECURITY, CONTRACTS AND PERFORMANCE (DELIVERY) SECURITY

1. **FAILURE TO PERFORM:** In the event a successful bidder fails to perform (deliver) on an awarded bid and no bid security and / or performance securities were required, the Board shall declare the bidder in default. 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 the difference between the unit price bid times the quantity on an item to item basis of that of the successful bidder and the next responsible low bidder(s) and/or
 - B. If it becomes necessary to re-bid, payment to the Board in the amount equal to the difference between the unit price times the quantity on an item basis of that of the successful bidder on the original bid and that of the lowest responsible bidder(s) on the re-bid and/or
2. **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 prior to the date and hour of the bid opening.

B. **Withdrawal After Bid Opening – But Prior to Bid Award**: After bids are opened a bidder may request that his bid be withdrawn in accordance with L.R.S. 83:2214.

3. **REJECTION OF BIDS**:

A. The Board reserves the right to reject any and all bids for just cause. In accordance with L.R.S. 38:2212 be considered informalities and shall not be waived by any public entity.

4. **AWARD AND ACCEPTANCE**:

A. **Bid Tabulation**: Copy of bid tabulation may be received upon written request and by submitting a stamped, self-addressed envelope.

B. **Notice of Acceptance**: A written award in the form of a Purchase Order, Contract, written notice of award of any combination of these three to the successful bidder shall be deemed to result in a binding contract for the purchase of materials or supplies without further action by either party as provided for in L.R.S. 38:2216.B. If the bid and resulting award regards the construction of doing of any public works, a written contract must be entered into according to L.R.S. 38:2216.A (1).

5. **DELIVERY PROVISIONS**:

A. **Responsibility of Materials Shipped**: Successful bidder shall be responsible for the materials or supplies until they are delivered to the location(s) specified in the bid specifications. If materials or supplies are rejected they must be removed by and at the expense of the bidder promptly after notification of rejection.

B. **Inspection**: Inspection and acceptance of goods will be made after delivery.

C. **Time of Delivery**: Deliveries will be accepted between 6:30 A.M. and 1:00 P.M.; **preferably not between 11:30 A.M to 12:30 P.M.**

D. **Packing Slips or Delivery Tickets**: ALL SHIPMENTS OR DELIVERIES shall be accompanied by Packing Slips or Delivery Tickets, and contain the following information:

1. Purchase order number
2. Name of the article and stock number (Supplier's)
3. Quantity ordered
4. Price Based on the Bid
5. Back orders
6. Name of vendor

BIDDERS ARE CAUTIONED THAT FAILURE TO COMPLY WITH THESE CONDITIONS AND SPECIFICATIONS SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

CENTRAL COMMUNITY SCHOOL SYSTEM

April Kurtz, Supervisor
Child Nutrition Program

CERTIFICATION STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

U. S. DEPARTMENT OF AGRICULTURE

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CRF Part 3017, Section 3017.510, participant’s responsibilities. 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 Department of Agriculture agency with which this transaction originated.

1. The Contractor certifies, by submission of this proposal, that neither it nor its principals is 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 Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

	<u>Central Community School System – Child Nutrition Program</u>
Name of Vendor	Name of School Food Authority

A. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Vendor certifies that:

1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above; or
2. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vendor's Authorized Representative

Title

Date

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

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

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLC, “Disclosure of Lobbying Activities,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards (exceeding \$100,000 in Federal funds) at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

NAME / ADDRESS OF VENDOR

TITLE / TITLES OF SUBMITTING OFFICIAL

SIGNATURE / DATE

ESCALATION / DE-ESCALATION CLAUSE

The prices for specification items 1- 4 (half-pint cartons or bottles), of Group I shall be firm for thirty (30) days from the date of the bid opening. Subsequent prices for the half-pint milk product may escalate or de-escalate in accordance with the changes in the Class I monthly total raw milk price to the manufacturer as stated by the United States Department of Agriculture Milk Market Administrator. Announcement of Class Prices for 3.5% Milk and Butter Fat differential for the Baton Rouge, Louisiana area. The vendor awarded the contract shall provide to the Central Community School System Child Nutrition Program written notice of any change at least fourteen (14) days prior notice to any change. A copy of the Milk Market Administrator’s Announcement shall be furnished with the written notification. Any change in price will commence on the first day of the month subsequent to the receipt of the written notification. For each full \$0.18 per hundred weight increase or decrease, the price shall increase or decrease \$0.0010 per half-pint of milk. No premium or other differentials shall be allowed or used in calculation of the escalation or de-escalation of the price of the per half-pint of milk. The announced price of Class I raw milk in the Baton Rouge area effective April 2017 is \$12.05 per hundred weight and a butter fat differential of \$ 2.4913. All products shall meet the Louisiana State Board of Health sanitation standards for grade, pasteurization, and handling. All percentages are based on weight.

Any other by-products listed below will increase or decrease according to the changes in cost from our suppliers.

SIGNATURE

DATE

PRINTED NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

The bidder acknowledges receipt of addendum:

No. 1 DATED _____ No. 2 DATED _____ No. 3 DATED _____
No. 4 DATED _____ NO 5 DATED _____ No. 6 DATED _____

By signing below and each Bid form, the Bidder certifies compliance with and be subject to the provisions and / or penalties involved in the “General Conditions and Instructions to Prospective Bidders” and the bid form as contained herein the bid documents. Further certifies that this Bid is made without collusion or fraud. **Bid must be signed below, or bid will not be considered.**

Name of Firm

Signature of Bidder

Address

Typed Name of Bidder

Telephone Number

Fax Number

By the signature of its authorized representative on this document, the bidder hereby certifies that it is in compliance with all applicable standards, orders, or requirements issued under Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. These provisions include the Buy American Provision (7CFR Part 250 and 7 CFR Part 210), Equal Employment Opportunity (41 CFR part 60), Davis-Bacon Act (40 USC3141-3144, 3146-3148), Contract Work Hours and Safety Standards Act (29CFRPart5), Rights to Inventions Made Under a Contract or Agreement(37CFR401.2), Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.1251-1387), Debarment and Suspension (2CFR 180.220), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Remedies for Violation of Contract term and Termination for Cause and Convenience (41USC1908), Procurement of Recovered Materials (40 CFR part 247) and Other Contract Provisions(7CFR Parts 15, 15a, and 15b).

**ALL VENDORS MUST SIGN AND RETURN THIS CONTRACT SECTION AND
SUBMIT WITH THE BID PROPOSAL FORM**

CONTRACT SECTION:

In compliance with the attached request for bids and subject to all conditions imposed in the specifications, general rules, conditions and instructions, the undersigned firm offers and agrees to furnish any or all items at the prices set opposite each item for the period upon award to it of this contract by the Central Community School System, Child Nutrition Program.

NAME OF FIRM: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TYPED NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

COMPLETE ADDRESS OF FIRM: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

NAME OF SCHOOL SYSTEM: Central Community School System
CHILD NUTRITION PROGRAM

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TYPED NAME OF AUTHORIZED REPRESENTATIVE: APRIL KURTZ

TITLE OF AUTHORIZED REPRESENTATIVE: SUPERVISOR

TELEPHONE NUMBER: 225-650-2919

DATE: _____

INSTRUCTIONS FOR COMPLETION 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 of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filling 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 filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- A. 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.
- B. Identify the status of the covered Federal action.
- C. 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.
- D. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or 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 awards under grants.
- E. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- F. 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.
- G. Enter the Federal program name or description for the covered Federal action (item 1). If know, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- H. Enter the most appropriated Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number, 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."
- I. 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.
 - (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 names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- J. 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 persons 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 collection 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.

Approved by OMB 0348-0046

<p>1. Type of Federal Action: (Enter letter of choice)</p> <p>a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: (Enter letter of choice)</p> <p>a. bid/offer/application ___ b. Initial award c. post-award</p>	<p>3. Report Type: a. initial filing ___ b. material change</p> <p>For material change only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If reporting entity in No. 4 is subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known</p>
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name / Description:</p> <p>CDFA number, if applicable: _____</p>	
<p>8. Federal Action number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI)</p>	
<p>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.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Buy American Provision

1. The vendor shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

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

- A. Alternative substitute (s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute (s); and
 - b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
- B. Reason for exception: limited/lack of availability or price (include price):
 - c. Price of the domestic food product; and
 - d. Price of the non-domestic product that meets the required specification of the domestic product.

Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Equal Employment Opportunity

•Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (Appendix II of 2 CFR Part 200E).

Davis-Bacon Act

As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency Appendix II of 2 CFR Part 200(D).

Copeland Anti-Kickback Act

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

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence (Appendix II of 2 CFR Part 200(I)).

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (Appendix II of 2 CFR Part 200(F)).

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

As amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 12511387). Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549 (Appendix II of 2 CFR Part 200(H)).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Appendix II of 2 CFR Part 200(I)).

Remedies for Violation of Contract Terms and Termination for Cause and Convenience

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (Appendix II of 2 CFR Part 200(A)).

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement (Appendix II of 2 CFR Part 200(B))

Procurement of Recovered Materials

1. Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)
2. The vendor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321)

Other Contract Provisions

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

BUY AMERICAN PROVISION CERTIFICATION FORM
For FOOD PURCHASES

BUY AMERICAN PROVISION SUMMARY, The Buy American Provision in 7 CFR Part 210.21(d), requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. Domestic means that the product is grown in the United States (U.S.), or in the case of a processed food item, the product must be processed in the United States of food that is produced and grown domestically in the United States. The final processed product must consist of over 51% of food that was domestically grown.

VENDORS MUST CERTIFY BELOW, Suppliers must certify the percentage of U.S. content in products supplied to the school district. Check one below,

_____ 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 United States.

_____ 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 United States with the EXCEPTION of the following items listed below.

LIST BELOW FOOD ITEMS BID THAT DO NOT MEET THE BUY AMERICAN PROVISION. List below any food items that are not produced 100% in the U.S. Also list any foods being bid that are processed in the U.S. but the final processed product does not include over 51% of food that was grown in the United States.

Name of Food Item	Complete below and Check that appropriate reason the non-domestic product is bid for each item.
	Product includes _____% U.S. Content. Product is grown in _____. _____ 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. List prices and unit pack size below for item to be considered. Price of Domestic or U.S. Grown Product per unit \$_____/_____ Price of Non-Domestic Product per unit \$_____/_____
	Product includes _____% U.S. Content. Product is grown in _____. _____ 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. List prices and unit pack size below for item to be considered. Price of Domestic or U.S. Grown Product per unit \$_____/_____ Price of Non-Domestic Product per unit \$_____/_____

Vendor may use additional pages if needed.

Date: _____ Company Name: _____

Signature: _____ Title: _____

MUST RETURN THIS PAGE WITH YOUR BID

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above.

(Additional page to list items) [2]

BUY AMERICAN PROVISION CERTIFICATION FORM for FOOD (RETURN THIS PAGE WITH BID)

Continue listing any food items below that are bid that do not meet the Buy American Provision. List below any food items that are not produced 100% in the U.S. Also list any foods being bid that are processed in the U.S. but the final processed product does not include over 51% of food that was grown in the United States.

Name of Food Item	Complete below and Check that appropriate reason the non-domestic product is bid for each item.
	<p>Product includes _____% U.S. Content. Product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered.</p> <p>Price of Domestic or U.S. Grown Product per unit \$ _____/_____</p> <p>Price of Non-Domestic Product per unit \$ _____/_____</p>
	<p>Product includes _____% U.S. Content. Product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered.</p> <p>Price of Domestic or U.S. Grown Product per unit \$ _____/_____</p> <p>Price of Non-Domestic Product per unit \$ _____/_____</p>
	<p>Product includes _____% U.S. Content. Product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered.</p> <p>Price of Domestic or U.S. Grown Product per unit \$ _____/_____</p> <p>Price of Non-Domestic Product per unit \$ _____/_____</p>
	<p>Product includes _____% U.S. Content. Product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered.</p> <p>Price of Domestic or U.S. Grown Product per unit \$ _____/_____</p> <p>Price of Non-Domestic Product per unit \$ _____/_____</p>

Vendor may use additional pages if needed.

Date: _____ Company Name: _____

Signature: _____ Title: _____

MUST RETURN THIS PAGE WITH YOUR BID

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above.

GENERAL SPECIFICATIONS

CEREAL, CEREAL PRODUCTS, DRIED BEANS, DRIED PEAS, CRACKERS, COOKIES

General Specifications

All products supplied must meet, in all respects, these specifications and also the Federal Specifications where specified. Copies of Federal Specifications can be obtained from the General Services Administration, Region 3, Washington 25, D.C.

All grain products **MUST** meet the USDA Whole Grain Rich Criteria. See the link for details: <http://www.fns.usda.gov/sites/default/files/WholeGrainResource.pdf> .

All grades requested are based on standards established by the U.S. Department of Agriculture, Production and Marketing Administration.

All items in this group must meet specifications in all respects.

All items should be processed, prepared and packaged under modern sanitary conditions in accordance with good commercial practice.

All deliveries shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder.

All items must be delivered in new clean sacks or containers.

Each sack or container must be properly labeled with the name of the product, the brand name and packer's name.

The apparent silence of these specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail. All interpretations of this specification shall be made upon the basis of this statement.

All items are subject to a final inspection at the point of delivery.

FISH, FRESH AND FROZEN

General Specifications

Grades are based on standards established by the Department of the Interior, U.S. Fish and Wildlife Service, Bureau of Commercial Fisheries, Division of Industrial Research and Service. The fresh and frozen fish supplied must be of the grade or quality specified for the item.

All seafood must be handled under sanitary conditions and must meet sanitation standards established by the Louisiana Department of Health. When fresh seafood is specified, it is to be delivered iced and is to be strictly fresh. Frozen fish is to be delivered solidly frozen with no defrosted portions, no discoloration nor any evidence of refreezing. Frozen fish is to be packaged in a moisture vapor proof wrap.

All frozen fish shall be packed and shipped in containers in accordance with the best commercial practice. Containers shall be plainly marked with the name of the product, the packer or distributor and the net weight.

All fish will be purchased on a weight basis by the carton or case except fresh catfish, which will be purchased by the pound and oysters which will be purchased on a per gallon basis.

Frozen Fish shall be furnished by a bona fide dealer who assures deliveries by refrigerated trucks.

Inspection

Federal or State Inspection as to the grade and quality will be required prior to delivery. Where the item is packed under continuous inspection, no inspection certificate will be required if every package shows the grade of the item and the U.S. Department of Interior Shield of Inspection.

FRUITS & VEGETABLES, FRESH FROZEN

& CONVENIENCE FOODS

General Specifications

Grades are based on standards established by the Department of Agriculture, Production and Marketing Administration, Fruit and Vegetable Division. The fruits and vegetables supplied must be of the grade specified for the item.

Frozen fruits and vegetables shall be packed and shipped in containers in accordance with the best commercial practice. Containers shall be plainly marked with the name of the product, the packer or distributor and the net weight. Containers shall be in good condition at the time of delivery.

Products shall be completely frozen at the time of delivery and show no evidence of being refrozen. Shipments which contain any unfrozen areas will be rejected.

All frozen fruits and vegetables and convenience foods will be purchased on a weight basis by the container and/or case.

Unless otherwise stated, items offered must be of the current year's pack and under proper refrigeration must have a potential shelf life of two months.

Fruits and Vegetables and Convenience Foods, fresh frozen shall be furnished by a bona fide dealer who assures deliveries by refrigerated trucks.

MEAT & MEAT PRODUCTS, FRESH & FROZEN

Certification Requirements

All meat items covered by these specifications must be examined, identified and certified as meeting the requirements specified herein by a representative of the Louisiana State Department of Agriculture, or the Meat Grading Service, USDA. Each container shall bear the official grade stamp of the Louisiana State Department of Agriculture, which is an outline of the State of Louisiana. This stamp must appear in three (3) places on the container.

Types of Acceptable Inspections

Type I	Federal Meat Inspection of U.S. Department of Agriculture
Type II	Other Establishments operating under an approved state or municipal inspection.
Type III	Any approved state or municipal inspection complying with minimum inspection requirements of the consumer and marketing service of either the U. S. Department of Agriculture or Louisiana Department of Agriculture, by contract.

General Specifications

Meat Products shall be in the state of refrigeration designated and shall conform to all other specifications accordingly. Delivery of meat products is to be made to each school in a refrigerated truck.

All products shall be in a wholesome and sanitary condition when delivered. All meat, prepared meats, meat by-products and meat food products shall be wrapped, packed, and covered in conventional packages of standard material in good clean condition so that contents are protected. All products will be re-examined at their final destination for cleanliness and wholesomeness as food.

Chilled Products

The product shall be thoroughly chilled promptly after preparation to internal temperatures not exceeding 40° F. These products are not to be frozen.

Frozen Products

All products specified to be frozen shall be examined, graded, certified and identified in the fresh-chilled state only, prior to freezing.

The products shall then be quickly frozen and held at an internal temperature not exceeding 10° F. Frozen products shall be frozen no longer than 180 days.

Special Packaging

Fabricated Beef, Veal, Calf and Pork (including blocks of ground meat, fresh cured and smoked) shall be separately and closely wrapped with suitable grease and moisture-resistant paper.

Portion Control products shall be packaged in cartons as close to weight amount specified in cartons as well as weight amount specified in detailed requirements, as can be achieved while still meeting the count requirement per container.

POULTRY AND EGGS CHICKEN

General Specifications

Chicken supplies shall be of the grade and weight specified for the item. They shall be healthy and edible. They shall have been slaughtered and otherwise handled and delivered under sanitary conditions in accordance with good commercial practice.

Eviscerated chickens shall be prepared from dressed chickens, the exterior of which has been signed and from which the head, shanks (at the hock joint), crop, windpipe, esophagus, entrails, gall bladder, lungs, kidneys and oil gland have been wholly removed. The carcass and giblets (heart, liver and gizzard) shall be subjected to an adequate cleansing process and drained. The giblets shall be wrapped in nonabsorbent paper and placed in the body cavity.

“A” Quality

To be of “A” Quality the carcass is of normal physical conformation except that it may have a slightly curved breastbone or other slight abnormality in the shape of the breastbone, which does not interfere with the normal distribution of the flesh. The carcass may also have a very slightly curved back. There may be a dent in the breastbone, which does not exceed 1/8 inch in depth. Other qualities as specified by the U. S. Department of Agriculture, Agriculture Marketing Service, Poultry Division and the State Market Commission of Louisiana must be met.

INSPECTION PRIOR TO DELIVERY

When inspection is required prior to delivery, an official Federal or Federal-State certificate of quality shall be issued by the assigned inspector to cover the items meeting the specifications.

It is the responsibility of the vendor to arrange for inspection and to pay the cost of this inspection.

CHICKEN PARTS

General Specifications

When inspection is required prior to delivery, parts shall be inspected for condition and wholesomeness only. Certificate shall show name of parts, number of boxes, total weight, and the word "satisfactory" if product is accepted. All items are subject to inspection at point of delivery.

"A" Quality

All parts shall be taken from "A" Quality fryers or broilers.

TURKEYS (DRESSED AND EVISCERATED)

Specifications

The turkeys supplied shall be of the grade and weight specified for the item. They shall be healthy and edible. They shall have been slaughtered and otherwise handled and delivered under sanitary conditions in accordance with good commercial practice.

Eviscerated turkeys shall be prepared from dressed turkeys, the exterior of which has been singed and from the head, shanks (at the hock joint) crop, windpipe, esophagus, entrails, gallbladder, lungs, kidneys, and oil gland have been wholly removed. The carcass and giblets (heart, liver and gizzard) shall be subjected to an adequate cleansing process and drained. The giblets shall be wrapped in nonabsorbent paper and placed in the body cavity.

"A" Quality

To be of "A" Quality the carcass is of normal physical conformation except that it may have a slightly curved breastbone or other slight abnormality in the shape of the breastbone that does not interfere with the normal distribution of the flesh. The carcass may also have a very slight curved back. There may be a dent in the breastbone that does not exceed 1/4" in depth. All other qualities as specified by the U. S. Department of Agriculture, Agriculture Marketing Service, Poultry Division and the State Market Commission of Louisiana must be met.

Inspection Prior to Delivery When inspection is required prior to delivery, parts shall be inspected for condition and wholesomeness only. Certificate shall show name of parts, number of boxes, total weight, and the word "satisfactory" if product is acceptable.

SHELL EGGS

General Specifications

Grades are based on “Louisiana Standards, Grades and Weight Classes for Shell Eggs” established by the Louisiana Department of Agriculture and Immigration, State Market Commission. Eggs supplied must meet in all applicable respects the provisions of those standards. Copies of the standards can be obtained from the State Market Commission, P.O. Box 4184, Capitol Station, Baton Rouge, Louisiana.

The eggs supplied shall be domestic hen eggs and shall be of the grade and weight specified for the item. They shall be edible, clean, of uniform size and of the sound shell (except for permitted tolerances); they shall be sweet free from mold, foreign flavor and odor. Unless otherwise specified, the eggs shall be white, brown or a mixture of these two colors.

Substitution of high qualities for the qualities specified is permitted at no additional cost. Louisiana Egg Grading and Marketing Regulation must be followed:

Containers

All containers of shell eggs offered for sale at the retail level shall be clearly and legibly marked, stamped or printed with the name and address of the person or business institution which last cased, cartoned, handled or contained therein. These markings shall be in lettering not less than one-fourth inch in height and located on the top panel of the container.

Weight class for Louisiana Procurement Grade A is as follows:

<u>Size of Wt. Class</u>	<u>Min. Net Wt. Doz.</u>	<u>Min. Net Wt. Class</u>
Large	24 ounces	45 pounds
Medium	21 ounces	39.5 pounds

Inspection Prior to Delivery

When inspection is required prior to delivery, an Official Louisiana USDA Certificate of Quality shall be issued by the assigned inspector to cover the items meeting the specifications. The certificate must be the original or a manually signed true copy of a grading certificate issued, not more than four days prior to delivery.

PROCESSED FOOD

General Specifications

Grades, where indicated, are based on standards established by the Department of Agriculture, Production and Marketing Administration, Fruit and Vegetable Division. The grade specified must be supplied and all food must be of the most current pack available. All food deliveries shall be packed in the original container sealed and shall be the brand indicated on the bid.

Inspection Prior to Delivery

When the total award on any one item of canned fruits and vegetables to any one vendor is 50 cases or more, federal inspection as to the grade and quality may be required prior to delivery. Federal Inspection must include Grade Range in score.

When inspection is required prior to delivery, an official federal inspection certificate shall be forwarded to the Child Nutrition Program office **before the merchandise is delivered to any school.** This certificate must be the original, manually signed true copy or a legible Photostat copy of a grading certificate.

When the item offered for inspection is not the current year's pack, but otherwise meets all specifications, the inspection shall certify that the product meets the specifications except for the year of pack. The vendor shall contact the purchasing agency prior to shipment to determine the acceptability of this item.

It is the responsibility of the vendor to arrange for inspection when it is required prior to delivery and to pay the cost of this inspection. If, in the opinion of the receiving agency, a lot of inspected merchandise is received which does not meet the quality specified in the federal inspections certificate, the agency reserves the right to call for an appeal inspection. Although such conditions are certainly not common or to be expected, cases may occur where a mistake has been made and the wrong lot has been delivered. If the appeal inspection shows that the merchandise does not meet the specifications the cost of the inspection will be paid by the receiving agency which called for the appeal inspection.

Inspection after Delivery

In instances where prior inspection of canned fruits and vegetables is not required, periodic spot checking on quality fill of container, size and overall adherence to our specification will be conducted by an USDA Processed Food Inspector.

If an item fails to meet the specifications, it will be rejected. The cost of the inspection will be charged to the vendor and any deliveries already made will be held for the vendor's disposition or returned to the vendor. If the vendor fails to make satisfactory replacement within a reasonable time, the purchasing agency reserved the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the vendor making the original unsatisfactory delivery.

Delivery and Acceptance

All items are subject to final acceptance at the point of delivery. Delivery is to be made in such a manner as to insure cleanliness and sanitation of the food. If the vendor fails to deliver by the specified delivery date or a reasonable time thereafter, giving acceptable reasons for delay, the purchasing agency reserves the right to cancel the portions which he has failed to deliver within the specified time and/or to purchase it elsewhere. The increase in price and cost of handling, if any, may be charged to the vendor.

CANNED FRUITS AND VEGETABLES

Drained weights should be the same as those recommended in the U. S. Standards in effect at the time of purchase. When the item delivered does not meet the drained weight requirement for each can, but otherwise meets all specifications, the receiving agency may, at its option, accept the delivery provided that the vendor furnishes at no additional cost, enough additional merchandise to compensate for the deficiency, or deduct from his invoice an amount sufficient to compensate for the deficiency.

Although the syrup designation (or sugar content) is not a part of an U.S. Grade, it is a part of each specification wherever given and is a requirement of the particular item number under which it is stated.

All cans must be labeled as to variety, area where packed, and content, which includes count drained weight, size, etc.

All merchandise shall be in good condition at the time of delivery and shall, under proper storage conditions, have a shelf life of at least six months. Rusted and badly dented cans or containers showing evidence of leakage or swelling will not be accepted.