

LIVINGSTON PARISH PUBLIC SCHOOLS

INVITATION TO BID

FOR

2023-2024 Food Service Disposables

Sealed Bid No. 23-06

BID RELEASE DATE: April 27, 2023

BID DUE DATE: May 16, 2023

BID DUE TIME: 10:00 AM

LIVINGSTON PARISH PUBLIC SCHOOLS

13909 FLORIDA BLVD.

PO BOX 1130

LIVINGSTON, LA 70754-1130

TELEPHONE (225) 686-4224

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**Please verify that you have all bid pages according to the table of contents.
If pages are missing please call (225) 686-4224 for replacement pages.**



Livingston Parish Public Schools

Excellence in Education!

13909 Florida Boulevard
P.O. Box 1130
Livingston, Louisiana 70754-1130
Phone: (225) 686-7044 Fax: (225) 686-3052 Website: www.lpsb.org

Alan "Joe" Murphy
Superintendent

Jody Purvis
Assistant Superintendent

Bruce Chaffin
Assistant Superintendent

INVITATION TO BID

Sealed bids will be received by Livingston Parish Public Schools, Livingston, Louisiana, until 10:00 A.M., Tuesday, May 16, 2023, at which time bids will be opened and publicly read for the following:

Bid No. 23-06: 2023-2024 Food Service Disposables

Bids must be on the form provided. Forms and other information may be obtained from Livingston Parish Public Schools (LPPS), 13909 Florida Boulevard, Post Office Box 1130, Livingston, Louisiana 70754, (225) 686-4224, and from the LPPS website:

https://www.lpsb.org/our_district/departments/business_department/purchasing_information

Furthermore, official bid documents are available at Central Bidding. Electronic bids are accepted at Central Bidding and can be accessed at www.centralbidding.com. For questions related to the electronic bidding process, please call Central Bidding at (225) 810-4814.

Awards will not be made on the date of the bid opening, but will be awarded by the School Board at a later meeting.

Subject to the provisions of R.S. 38:2214, Livingston Parish Public Schools reserves the right to reject any and all bids for just cause.

LIVINGSTON PARISH PUBLIC SCHOOLS

Alan "Joe" Murphy, Superintendent

INSTRUCTIONS TO BIDDERS

SECTION I PREPARATION OF BIDS

- A. BIDDER QUALIFICATION FORM.** Form must be complete and submitted in order to qualify the bidder.
- B. INSTRUCTIONS TO BIDDERS.** Defines conditions of the bid.
- C. ISSUING OFFICE.** This Invitation to Bid (ITB) is issued by and for Livingston Parish Public Schools, henceforth, sometimes referred to as LPPS, Livingston Parish School Board and/or Owner. LPPS is the sole contract for this ITB.
- D. GENERAL WORDING.** Where the words, “BIDDER”, “CONTRACTOR”, “PROPOSER” or “VENDOR” are mentioned in these specifications, it shall be understood to refer to the individual or corporation submitting a bid and to whom a contract may be awarded. Where the words “OWNER”, “LPPS”, “DISTRICT” OR “SCHOOL BOARD” are mentioned in these specifications, it shall be understood to refer to LIVINGSTON PARISH PUBLIC SCHOOLS. Where the words, “SHALL” and “MUST” are mentioned in these specifications, a mandatory requirement is set forth. Where the word “MAY” is mentioned in these specifications, an advisory or permissible action is requested. Where the words, “SHOULD” and “ALLOWS” are mentioned in these specifications, a desirable action is requested.
- E. INCURRING COSTS.** LPPS is not liable for any cost incurred by the bidders prior to the issuance of a contract and accompanying purchase order.
- F. SPECIAL CONDITIONS.** Conditions found on succeeding pages always supersede the INSTRUCTIONS TO BIDDERS when the two are in conflict.
- G. BID PROPOSAL FORM.** Defines requirement of items to be purchased or work to be done. Must be completed and submitted as a part of this bid. The bidder’s name and signature must appear on all bid forms of the bid documents. Spaces are provided for this purpose.
- H. ITEM SPECIFICATION.** Specifying of a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired. Articles offered must be new merchandise (unless specifically excepted) and must be of equal or a superior grade.
 - a. It is recognized there may be other brands that could likely serve the needs of the school system. However, it should be understood by the bidder that the use of brand names, numbers is to establish standards and styles of products that have been judged to meet the needs of the district. Such use of brand names is in no way designed or intended to restrict bidding but, contrarily, to invite bids of comparable products that would equally satisfy the requirements stated herein. Equivalent brands meeting the approval of LPPS will be accepted.

- b. If bidding an item other than brand/model specified, OR if no brand/model is specified, vendor shall enter the manufacturer name and item number of proposed item on the Bid Form under the column heading "Description of Substitute Item". Furthermore, if bidding items other than as specified (or if no specific item is specified), the bidder MUST furnish descriptive literature with the bid to describe the substituted product as well as provide a **SAMPLE** of the item. Failure to do so SHALL prevent consideration of the item bid. If such literature is too large for the bid envelope, a separate envelope may be used by the bidder, provided the envelope is properly labeled and submitted with the bid. The Bid Number MUST be stated on the outside of the mailing envelope.
- c. Failure to submit descriptive information with bid will cause the bidder's bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer.

I. OBJECTIONS. Objections to the specifications or bid conditions must be filed in writing and received by the Purchasing Department at least five (5) business days prior to the date specified for acceptance of the bid.

SECTION II SUBMITTING OF BIDS

A. BID FORMS. All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided, properly signed. Bids in the following manner will not be accepted:

- a. Bid contains no signatures indicating intent to be bound.
- b. Bid completed in pencil; and
- c. Bid not submitted on the LPPS standard forms; and
- d. Bid forms with un-initialed scratch outs, white out, alterations.

B. PRICES. The bidder shall quote a net unit price only for each item with extended total for the quantity required. See BID FORM FOR SPECIFIC PRICE QUOTATION FORM; PRICES MUST BE ON THE UNIT(s) designated.

- a. **FREIGHT.** All prices bid shall include platform delivery FOB Livingston Parish, La. 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.
- b. **INSTALLATION.** All prices bid shall include FULL SERVICE INSTALLATION. Full service installation consists of the bidder analyzing the storage areas and preparing an efficient layout of awarded items, installing the awarded items, and cleaning up after the installation.
- c. **DISCOUNTS.** Discounts for prompt payment as may be offered on the bid or on the invoice will be accepted, but these discounts will not be considered in evaluating bids for purposes of determining a low bidder unless all other factors are equal.

- C. ELECTRONIC BIDS.** Bids may be submitted electronically by visiting www.centralbidding.com.
- D. BID ENVELOPE.** If submitting paper bid, use the enclosed bid envelope. Complete the required information on the front of the envelope. Seal the bid inside the envelope. If no envelope was provided or the bid is being submitted in multiple envelopes then any and all envelopes shall be sealed and marked on the outside with the Bid #, Bid Name and the Bidder's Name.
- E. PLACE, DATE AND HOUR.** All bids shall be submitted to Livingston Parish Public Schools, Purchasing Dept. located at 13909 Florida Blvd., Livingston, LA 70754, or mailed to Post Office Box 1130, Livingston, LA 70754-1130.
- a. The specifications indicate the date and hour of the bid opening. Bids will be received until the stated date and time; late bids arriving at and after the stated date and time will not be considered.
 - b. All bids shall be either hand delivered by the bidder or his agent, sent registered or certified mail with a return receipt requested or submitted online through Central Bidding.
 - c. ***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. It is the sole responsibility of the bidder to verify that the bid is delivered to the correct department/building and that the department/building will be open at the time their bid is expected to arrive.

SECTION III CONTRACTS AND PURCHASE ORDERS

- A. PURCHASE ORDERS.** If any bid is accepted, Purchase Orders will be issued by the Board for all products awarded.
- B. FAILURE TO PERFORM (DELIVER AND/OR SERVICE).** *Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract.* Where LPPS has determined the contract to be in default, LPPS reserves the right to purchase any or all products or services covered by the contract and to charge the contractor with cost, in excess of the contract price. The successful bidder in default will not be permitted to bid for a period of two (2) years on any business with Livingston Parish Public Schools.
- C. WAIVER.** Pursuant to the provisions of LRS 38:2216, bidders shall provide written documentation with the bid if claiming any part of these provisions.

SECTION IV CHANGE OR WITHDRAWAL OF BIDS

- A. CHANGE OR WITHDRAWAL PRIOR TO BID OPENING.** Should any bidder desire to change or withdraw his bid, he shall do so in writing to the Board. This communication shall be received prior to the date and hour of the opening.

- B. CHANGE AFTER BID OPENING BUT PRIOR TO BID AWARD.** After bids are opened, they may not be changed except to correct obvious errors or clerical mistakes. The bidder shall submit to the Board prior to the final award by the Board verification of the correct bid actually intended.
- C. WITHDRAWAL AFTER BID OPENING BUT PRIOR TO BID AWARD.** After bids are opened, a bidder may request that his bid be withdrawn for good cause. Such request must be submitted in writing to the Board prior to the final award by the Board.

SECTION V REJECTION OF BIDS

Subject to the provisions of R.S. 38:2211 et. Seq., Livingston Parish Public Schools reserves the right to reject any or all bids for just cause.

SECTION VI AWARDS

- A. BASIS FOR AWARDS.** The recommendations are based on an evaluation of bids submitted and a contract/purchase order will be awarded by the Board to the lowest responsive and responsible bidder on an **individual line-by-line** basis taking into consideration the quality of the products to be supplied, their conformity with specifications, the purpose for which they are required, and the time of delivery.
- B. BID PROPOSAL EVALUATION.** Bids will be evaluated for completeness. Bidders are encouraged to submit their bid responses as clearly and concisely as possible so a thorough evaluation can be made. Livingston Parish Public Schools reserves the right to accept or reject any proposal for cause.
- C. TIE BREAKER.** In the event of a tie, awards will be made to the vendor meeting specifications in the following manner:
- a. Bidder located in parish will have 1st preference.
 - b. Bidder located in state, second;
 - c. Service history of the company and length of time in business. The company that has been in business longer with an exceptional service record will be recommended to the board not withstanding “a”, “b”, and/or “c” respectively.
- D. INCREASE OR DECREASE IN BID QUANTITY.** The quantities listed are estimates; we reserve the right to adjust these quantities as needed. However, no new items not listed herein shall be added to any order created from this bid.
- E. OFFICIAL AWARD DATE.** Awards become official at the time bids are accepted by the Board.

- F. FILING OF OBJECTION.** Any objection to an award by the Board must be filed in writing and must be received by the LPPS Purchasing Department no later than 9:00 a.m. on the first Tuesday following the official award. In the event LPPS is closed on the first Tuesday following the official award, an objection to an award should be submitted the next business day.
- G. NOTIFICATION OF AWARD.** The purchase order and/or contract mailed or delivered to the successful bidder(s) is the official authorization to deliver materials described therein; and the time allowed for delivery begins with the date of the bid acceptance and approval by the Board whether or not a purchase order or number has been issued.
- H. LOUISIANA PREFERENCE.** In accordance with L.R.S. 38:2252, "Preference is hereby given to materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state." Bidders supplying products qualifying for preference shall so state on the bid form and shall specifically identify the location of the manufacturing plant or operation that produces, grows, or manufactures the Louisiana products. If not so stated on the bid form by the bidder, preference will not be given.

SECTION VII DELIVERY, INSTALLATION AND BILLING

- A. DELIVERY AND INSTALLATION PART 1:** Delivery and installation for all equipment herein specified shall be completed within **45 days** after receipt of order. The successful bidder shall agree to commence preparations for the work required upon notification that the bid has been approved by the Board.
- B. DELIVERY AND INSTALLATION PART 2:** Delivery of items listed herein of this ITB shall be delivered as specified in bid between the hours of 8:00 a.m. and 2:00 p.m. Monday through Friday with the exception of holidays. Merchandise shall be unloaded by the successful bidder at the designated delivery point and received there by a designated agent of the owner. A delivery ticket or copy of the invoice shall accompany each delivery.
- C. RECEIVING, INSPECTION AND TESTING.** Delivered items which do not fulfill all requirements will be rejected and refused. Rejected merchandise shall be removed and promptly replaced by the successful bidder at no cost to the School Board.
- D. INVOICES.** Invoices must be those of the successful bidder and must show the purchase order number, complete unit description, quantity, price and total. All invoices shall be submitted to Livingston Parish Public Schools, Purchasing Department, P.O. Box 1130, Livingston, LA 70754-1130. If applicable to this purchase, Federal tax exemption certificates will be signed by Livingston Parish Public Schools.

**SECTION VIII
CONTRACT TERMS AND CONDITIONS**

A. Termination

LPPS has the right to terminate any contract at any time, for any reason, by giving a notice in writing to the vendor. Failure to deliver within the time specified in the proposal will constitute a default and may cause termination of the contract.

LPPS has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:

- Failure of Vendor to submit timely and accurate invoices
- Failure of Vendor to submit accurate packing slips at time of delivery
- Failure of Vendor to acknowledge purchase order number on packing slip
- Failure of Vendor to perform timely deliveries
- Failure of Vendor to meet quantity requirements
- Misrepresentation by the vendor, administratively, contractually, or any other misrepresentation
- Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with Livingston Parish Public Schools
- Other issues caused by Vendor that breaches the awarded contract

LPPS has the right to terminate any contract at any time, for any reason, by giving a notice in writing to the vendor. If the contract is terminated by LPPS for convenience or for the best interest of the school system, the vendor will be paid for all items received and for any work completed as of the date of termination. In this case, contract termination does not arise from any fault on the part of the vendor.

B. Cooperative Purchasing

To the extent provided by law in La R.S. 33:1321-1337, as expounded upon by Attorney General Opinion 17-0152, La R.S. 38:321.1 and La R.S. 39:1702 et seq., the successful vendor may elect to make this contract available to other public agencies that participate in purchasing cooperatives or cooperative purchasing agreements with LPPS.

The bidder/proposer agrees to indemnify and hold harmless LPPS from any disputes arising from contract participation by other agencies participating in purchasing cooperatives or cooperative purchasing agreements. Disputes between a participating public agency and any bidder/proposer that may be awarded any agreement resulting from this solicitation are not the responsibility of LPPS. The exercise of any rights or remedies by the participating public agency or awarded bidder/proposer shall be the exclusive obligation of such party.

LPPS shall not be construed as a dealer, re-marketer, representative, partner, or agent of any bidder/proposer that may be awarded any agreement resulting from this solicitation.

Participating public agencies shall be held responsible under any agreement resulting from this solicitation. Payment for services and inspections and acceptance of services ordered by a participating public agency shall be the exclusive obligation of such procuring party.

LPPS shall not be obligated, liable or responsible for any order made by any participating public agency or any employee thereof, nor for any payment required to be made with respect to such order. LPPS makes no representation or guaranty with respect to any minimum purchases by LPPS or any participating public agency or any employee thereof under any agreement resulting from this solicitation.

Should the vendor elect to make this contract available to participating public agencies, additional delivery charges beyond the Livingston Parish area may be negotiated with the using agency. All other terms and conditions remain in effect throughout the term of this contract.

C. Insurance

Any Contractor working on LPPS property shall furnish an insurance certificate with coverages acceptable to LPPS.

Contractor providing equipment shall have acceptable General Liability insurance.

Minimum acceptable coverages shall be as follows:

- Worker's Compensation – As required by Louisiana State Statute, \$1MM/\$1MM/\$1MM
- Commercial General Liability - \$1MM Combined Single Limit per Occurrence for bodily injury and property damage
- Comprehensive Automobile Liability – Bodily Injury Liability \$1MM each person; \$1MM each occurrence. Property Damage Liability \$1MM each occurrence.
- Umbrella Liability Coverage – An umbrella policy or excess may be used to meet minimum requirements.

Contractor shall produce proof of coverage on an acceptable form upon demand.

D. Compliance of Laws

All proposals shall comply with current federal, state, and other laws relative thereto. Proposals submitted are subject to. Laws of the State of Louisiana and the Federal government. To include, but not limited to:

- Louisiana Revised Statutes Title 38:2211-2296
- 2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 7 CFR § 210.21 (d) National School Lunch Program - Procurement
- 7 CFR § 220.16 (d) School Breakfast Program – Procurement Standards
- 7 CFR § 225.17 Summer Food Service Program – Procurement Standards
- 7 CFR § 226.22 Child And Adult Care Food Program - Procurement Standards
- Terms and Conditions as sited in solicitation document

For a complete reference on all Federal regulations cited, please see website: www.ecfr.gov

For a complete reference on Louisiana Revised Statutes, please see website: www.legis.la.gov/legis/LawSearch.aspx

E. Public Records

Except as otherwise provided by law, all documents submitted to under a contract, bid, RFP, or Statement of Qualifications (SOQ) are subject to the Louisiana Public Records Act, La. R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a contractor/respondent deems any document, submitted to LPPS under a contract, bid, RFP, or SOQ, contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Constitution Article I Section 5, La. R.S. 44:4 or 44:1, or other provisions of law, the contractor/respondent shall clearly mark the documents as "Confidential" prior to delivering or making them available to LPPS. If LPPS receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the contractor/respondent of such request. Provided, however, that if any action is commenced against LPPS under the Louisiana Public Records Act, La. R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the contractor/respondent or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold LPPS harmless from any costs, damages, penalties or other consequences of the Livingston Parish School Board's refusal to disclose or produce such documents. Failure of the contractor/respondent to immediately intervene in such legal action will authorize LPPS to voluntarily provide the information for disclosure under the supervision of the court.

LPPS assumes no liability for disclosure or use of any document or portion of a contract, bid, RFP, or SOQ that has not been clearly marked as "Confidential," or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

Nothing herein shall prohibit LPPS from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting LPPS in its evaluation of the proposal. LPPS shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

The Contractor/respondent shall not mark the entire proposal for a bid, RFP, or SOQ, "Confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, LPPS shall not consider the proposal for an award of the contract. Pricing information shall not be considered confidential.

F. Cost/Price Analysis Statement

Based on analysis of prior spending the anticipated total cost consideration is expected to be approximately \$1,010,000.00 for a fiscal year (12 month period). This estimated value provides proposers a point of reference for allowable costs. This value is only an estimate and may be more or less. LPPS shall not be held to this estimated dollar value for total price in relation to this bid.

G. Equal Employment Opportunity

By submitting and signing the bid, Vendor agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Vendor shall keep informed of and comply with all Federal, State and Local laws, ordinances and regulations which affect his employees or prospective employees. 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.” (2 CFR Part 200(C))

LPPS encourages the participation of small businesses, disadvantaged business entities, minority owned firms and women business enterprises (MWBEs) to participate in this proposal. All bidders/proposers contracting with LPPS are likewise encouraged to use MWBEs as part of their proposals.

H. Clean Air Act and the Federal Water Pollution Control Act

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR Part 200(G))

I. Davis- Bacon Act

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. (2 CFR Part 200(D))

J. Copeland “Anti-Kickback” Act

Where applicable, vendors 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 subrecipient 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. (2 CFR Part 200(D))

K. Contract Work Hours and Safety Standards Act

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. (2 CFR Part 200(E))

L. Civil Rights 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, 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 the 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.

Vendors 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; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and Food and Nutrition Service (FNS) Instruction 113-1, Civil Rights Compliance and Enforcement in Nutrition Programs and Activities.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) located online at:

<https://www.ascr.usda.gov/ad-3027-usda-program-discrimination-complaint-form>

Form AD-3027 can also be completed at any USDA office or a letter can be written to the USDA providing all information requested on the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA within 180 days of the alleged discrimination. Forms and letters should be mailed/faxed/emailed to:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Ave, SW, Stop 9410
Washington, D.C. 20250-9410
Fax: (202) 690-7442
Email: program.intake@usda.gov

M. Byrd Anti-Lobbying Amendment

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. (2 CFR Part 200(I))

N. Rights to Inventions Made Under a Contract or Agreement

When a Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient 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 subrecipient 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. (2 CFR Part 200(F))

O. Debarment and Suspension

For those bids issued by LPPS representing items to be purchased using Federal funds, accepting and signing bid response certifies that Vendor (including officers, directors, other employees of company) do not appear on the System for Award Management (SAM) Exclusions List (See Bid Form). A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in 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, from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. (2 CFR Part 200(H))

Companies may check their status at www.sam.gov.

P. Child Nutrition Programs Certification Forms

To comply with Federal and State procurement regulations regarding the USDA Child Nutrition Programs (CNP), LPPS must include the following certification forms in all solicitations that CNP funds may be used to make purchases. The following forms are included in the **Appendix** (with detailed instructions) of this solicitation and must be signed and returned with Vendor’s bid response.

1. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** – Required that all proposers complete and sign if the proposal totals \$100,000 or more. Return with proposal response.
2. **Certification Regarding Lobbying** – Form must be signed by all vendors proposing \$100,000 or more. Return with proposal response.
3. **Disclosure of Lobbying Activities** – Return with proposal response if applicable. Purpose of form is to report payments already made for lobbying activities and future payments promised.
4. **Certificate of Independent Price Determination** – Proposers must complete and sign form, regardless of amount of proposal. Return with proposal response. **If “Certificate of Independent Price Determination” is NOT signed and returned, proposal response will not be accepted.**

LIVINGSTON PARISH PUBLIC SCHOOLS
BID FORM
Bid No. 23-06: 2023-2024 Food Service Disposables
DUE: May 16, 2023, 10:00 AM

Item	Item Description	Est. Qty	UOM	Unit Cost	Extension	Description of Substitute Item - SAMPLE REQUIRED TO BE PROVIDED
1	ALUMINUM FOIL SHEETS, POP-UP, 200 SHEETS, 9" X 10.75"	500	CASE			
2	ALUMINUM FOIL, 18" X 1000" ROLL	200	EACH			
3	APRON, BIB STYLE, POLYETHYLENE, EMBOSSED, WHITE, 28" X 46"	200	BOX			
4	DART C53PST1 CLEARSEAL HINGED LID PLASTIC CONTAINER, 8 OZ., SINGLE SERVING	100	CASE			
5	DART FAMOUS SERVICE IMPACT PLASTIC DINNERWARE, 10.25" COMPARTMENTED PLATE, WHITE	500	CASE			
6	DART FAMOUS SERVICE IMPACT PLASTIC DINNERWARE, 12 OZ BOWL	600	CASE			
7	DART FOAM FOOD CONTAINER 12SJ20, INSULATED, 12 OZ	500	CASE			
8	DART INSULATED FOAM HINGED LID CONTAINER 90HT3R, THREE COMPARTMENT, 9" WIDTH, LARGE	100	CASE			
9	DART J CUP INSULATED FOAM CUP, 12 OZ	150	CASE			
10	DART J CUP INSULATED FOAM CUP, 6 OZ	100	CASE			
11	DART LAMINATED FOAM DINNERWARE 9PRWQR, APPROX. 10" X 7"	0	CASE			
12	DART LID FOR FOAM CUPS AND CONTAINERS 20JL, TO FIT 12 OZ DART FOAM FOOD CONTAINER, VENTED, TRANSLUCENT	200	CASE			
13	DESIGN SPECIALTIES, INC FORK, POLYCARBONATE, YELLOW	50	CASE			
14	DESIGN SPECIALTIES, INC TEASPOON, POLYCARBONATE, YELLOW	50	CASE			
15	FABRI-KAL CUP INSERT C12, 2 OZ, CLEAR	200	CASE			
16	FABRI-KAL DLKC16/24NH PLASTIC DOME LID, CLEAR, NO HOLE	100	CASE			
17	FABRI-KAL GREENWARE 4-COMPARTMENT CLEAR PLASTIC CONTAINER, GS6-4, 7 OZ. COMPARTMENTS	UNAVAILABLE	CASE			
18	COMPATIBLE LID FOR FABRI-KAL GREENWARE 4-COMPARTMENT CLEAR PLASTIC CONTAINER, GS6-4	UNAVAILABLE	CASE			
19	COLD CUP TP10DW, PET, 10 OZ, CLEAR	200	CASE			
20	X-SLOT CLR FLT LID 10 OZ. DART 610TS	150	CASE			
21	FLAT LID/ DART 610TP FOR 10OZ CLEAR CUP NO SLOT	150	CASE			
22	20 OZ CLEAR PLASTIC SQUAT CUP	100	CASE			
23	FOOD TRAY, #300	2,000	CASE			
24	HANDGARDS POLY GLOVES 303363213, FOODSERVICE GRADE, POWDER FREE, LATEX FREE, DISPOSABLE, LARGE	500	BOX			
25	5 OZ FLAT LID/DART PL4N, CLEAR, 2500/CASE	350	CASE			
26	CUP, DART P550N, 5.5 OZ, TRANSLUCENT, 2500/CASE	350	CASE			
27	PAPER GROCERY BAG, #8	270	CASE			
28	PLASTIC FORK, HEAVY DUTY, MEDIUM WEIGHT, 5.5" LENGTH	200	CASE			
29	PLASTIC KNIFE, HEAVY DUTY, MEDIUM WEIGHT, 5.5" LENGTH, WHITE	20	CASE			
30	PLASTIC SPOON, HEAVY DUTY, MEDIUM WEIGHT, 5.5" LENGTH	2,200	CASE			

VENDOR: _____

LIVINGSTON PARISH PUBLIC SCHOOLS
BID FORM
Bid No. 23-06: 2023-2024 Food Service Disposables
DUE: May 16, 2023, 10:00 AM

Item	Item Description	Est. Qty	UOM	Unit Cost	Extension	Description of Substitute Item - SAMPLE REQUIRED TO BE PROVIDED
31	REYNOLDS FOODSERVICE FILM WITH CUTTER, POLYVINYL CHLORIDE, 24" W X 2000" L, CLEAR	600	EACH			
32	REYNOLDS QWIK SEAL RECLOSABLE FREEZER BAG, 2.7 MIL OR GREATER, ONE GALLON	200	EACH			
33	REYNOLDS QWIK SEAL RECLOSABLE FREEZER BAG, 2.7 MIL OR GREATER, TWO GALLON	400	EACH			
34	RUBBER GLOVES, LATEX, FLOCK-LINED, 12" LENGTH, LARGE	20	BOX			
35	RUBBER GLOVES, LATEX, FLOCK-LINED, 12" LENGTH, MEDIUM	60	BOX			
36	SANDWICH BAG, FOIL/INSULATED, 6" X 3/4" X 6.5", EXTRA LARGE	200	CASE			
37	SANDWICH BAG, WAX, 6" X 7", CLEAR	10	BOX			
38	SANDWICH BAG, WHITE OR BROWN PAPER, 6" X 3/4" X 6.5", EXTRA LARGE	UNAVAILABLE	CASE			
39	SLIM SPIKE MILK STRAW, INDIVIDUALLY WRAPPED	800	CASE			
40	SOLO SOUFFLES PLASTIC PORTION CONTAINER P200N, 2 OZ. PLASTIC SOUFFLE' CUP, TRANSLUCENT	1,000	CASE			
41	SOLO ULTRA CLEAR SOUFFLES PORTION CONTAINER LID PL200N, MEDIUM PLASTIC PORTION CUP LID, CLEAR	500	CASE			
42	SOLO WAXED COLD CUP, 5 OZ	30	CASE			
43	SOUFFLE CUP, PAPER, DISPOSABLE, 4 OZ.	UNAVAILABLE	CASE			
44	DART C90PST1 CLEARSEAL HINGED LID PLASTIC CONTAINER	50	CASE			
45	TUF-R LINEAR LOW DENSITY POLYETHYLENE FLAT BAG, 10" X 15", OPEN TOP, CLEAR	2,500	CASE			
46	PAR-PAK ATRIUM OPS PLASTIC EXTRA DEEP FOOD CONTAINER 21830, 6 OZ.	4,000	CASE			
47	PAR-PAK ATRIUM OPS PLASTIC PORTION TRAY FOOD CONTAINER 21959, 4 OZ.	100	CASE			
48	ATRIUM PACKAGING SMALL SQUARE BOWL 5BB008, BLACK, 8 OZ.	1,000	CASE			

Total Cost \$ _____

In the event a discrepancy exists between unit price(s) and extension(s), unit price(s) will prevail.

VENDOR: _____

LIVINGSTON PARISH PUBLIC SCHOOLS
BID FORM
Bid No. 23-06: 2023-2024 Food Service Disposables
DUE: May 16, 2023, 10:00 AM

- (1) Bids will be accepted until 10:00 a.m. Tuesday, May 16, 2023 and will be publicly opened at that time and read aloud at the Livingston Parish Public Schools (LPPS) Office.
- (2) Bids shall be submitted in sealed envelopes clearly marked with Bidder's name and "Bid No. 23-06: 2023-2024 Food Service Disposables" on the outside of
- (3) Award will be granted at a Livingston Parish Public Schools Board Meeting to the lowest responsive and responsible bidder on an **INDIVIDUAL LINE-BY-LINE** basis. Successful bidders will be notified by the Purchasing Department after the award has been made.
- (4) Livingston Parish Public Schools reserves the right to purchase directly from a Louisiana state contract or any other contract that carry prices for similar product that are more advantageous to LPPS.
- (5) **BIDS MUST BE TYPED OR COMPLETED IN INK.**
- (6) Taxes shall not be included. Act 1029 of 1991 exempts the System and the schools from any Sales and Use Taxes.
- (7) Contract prices will be **guaranteed for one (1) year**, in the event additional purchases are needed. The contract period is **July 1, 2023 through June 30, 2024**. The successful vendor has the option to renew the bid item(s) for one year if agreed upon by LPPS and vendor. Written notice from the successful vendor requesting a renewal must be received by LPPS prior to March 1st of the contract expiration year.
- (8) The successful bidder shall understand that this bid form will constitute a contract between LPPS and the successful bidder to furnish the item(s) included in the
- (9) Where LPPS has determined the contract to be in default, LPPS reserves the right to purchase any or all products or services covered by the contract from the next lowest responsive and responsible bidder.
- (10) The successful bidder for any item that states a Material Safety Data Sheet (MSDS) is required shall submit fifty (50) copies of the awarded item's MSDS to LPPS upon delivery of the initial order.
- (11) A **SAMPLE** is required for all items proposed that is not the stated brand as described in the specification OR if no brand is specified at all. The sample **MUST** be received by LPPS prior to the opening of bids as scheduled for 10:00 a.m. Tuesday May 16, 2023. Samples shall be labeled as to brand, manufacturer, and bidder. **FAILURE TO SUBMIT SAMPLES PRIOR TO THE BID OPENING SHALL BE SOLE CAUSE FOR REJECTION OF BID FOR THAT PARTICULAR ITEM.**
- (12) All samples shall be delivered to 13909 Florida Blvd., Livingston, LA 70754 - marked (Attn: Bridget Demonica/ Food Service Disposables).
- (13) Shipments must be received in an orderly, stacked fashion on pallets. Individual containers must be labeled showing the names of the manufacturer, brand, and product, as well as the quantity of contents and complete directions for use. Labels and labeling shall conform to all federal regulatory requirements for goods in interstate commerce, and containers shall meet Department of Transportation requirements.

I/we acknowledge receipt of the following addenda:

Date _____ Addenda # _____

Date _____ Addenda # _____

Date _____ Addenda # _____

Total of all items bid, including substitute items:

\$ _____ (written figures)

_____ (words)

BIDDER'S NAME _____
(Please print)

PHONE NO. _____

ADDRESS _____

CITY/ST/ZIP _____

SIGNATURE _____

DATE _____

LIVINGSTON PARISH PUBLIC SCHOOLS
BID FORM
Bid No. 23-06: 2023-2024 Food Service Disposables
DUE: May 16, 2023, 10:00 AM

QUALIFICATION FORM

IF BIDDER IS:

AN INDIVIDUAL

By _____
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

Fax Number: _____

A PARTNERSHIP

By _____
(Firm's Name)

_____ (General Partner)

Business Address: _____

Phone Number: _____

Fax Number: _____

A CORPORATION

By _____ (Corporation Name) _____ (State of Incorporation)

By _____ (Name of Person Authorized to Sign) _____ (Title)

Business Address: _____

Phone Number: _____

Fax Number: _____

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, Livingston Parish Public Schools.

APPENDIX

PLEASE READ
FORMS AND
INSTRUCTIONS
CAREFULLY AND
RETURN WITH
SEALED BID. NOT
ALL FORMS MAY BE
APPLICABLE.

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' 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.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. 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 principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION - Child Nutrition Services
 PO BOX 47200 · OLYMPIA WA 98504-7200
 360-725-6200 · TTY 360-664-3631

**Child Nutrition Programs
 CERTIFICATION REGARDING LOBBYING**

United States Department of Agriculture (USDA) regulation, 7 CFR 3018, governing lobbying, requires that any entity that enters into an agreement to operate one or more of the Child Nutrition Programs (CNP) and receives over \$100,000 in federal funds for any programs (i.e. Department of Education Grants or Child Nutrition Programs) must complete and submit, on an annual basis, a certification Regarding Lobbying form.

Licensed Education Agencies (LEAs) who receive more than \$100,000 in federal funds must complete the form by signing it. Do not check the box on the form.

If you receive less than \$100,000 in federal funds, complete the form by checking the "N/A" box, signing the form, and returning it.

If you are unsure of the amount of federal funding the LEA receives, please check with your business manager before completing the forms.

Applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 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 the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of 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 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "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 covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Check here if the organization does not receive more than \$100,000 in federal funds. Complete the information below and return this form with your application.

 Name/Address of Organization or LEA

 Child Nutrition Programs
 Name FNS Grant/Cooperative Agreement

 Signature

 Name/Title

 Date

Disclosure of Lobbying Activities

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

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

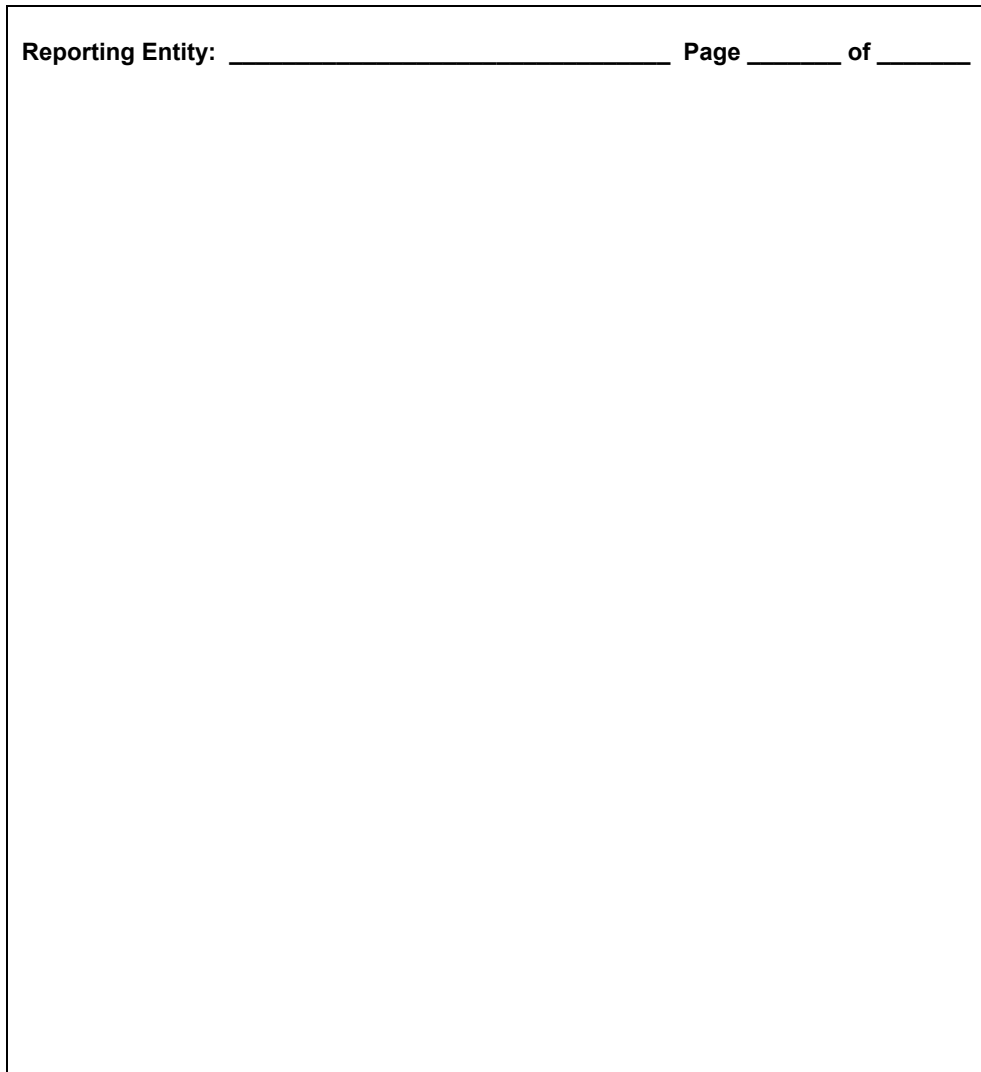
Office of Chief Financial Officer, USDA

Pt. 3018, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____



Authorized for Local Reproduction
Standard Form – LLL-A

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

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

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Certificate of Independent Price Determination

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

(Name of Vendor)

(Name of School Food Authority)

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Vendor certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Signature of Vendor's
Authorized Representative

Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

Note: Accepting a proposer's response does not constitute award of the contract.