



FOOD SERVICE DEPARTMENT
1400 Camp Street
New Orleans, Louisiana 70130
Telephone: (504)654-1088 ~ Fax: (504)654-1086
Melissa Boudreaux, Food Service Director

INTERNATIONAL SCHOOL OF LOUISIANA

SPECIFICATIONS

FOR

MILK

INVITATION TO BID OPENING: June 8, 2022, AT 10:00 AM

NOTE: Bid response to be provided as original.

Proposer: _____

Signature: _____

Name: _____
(Print or Type)

Address: _____

City/State: _____

Phone: _____ **Fax:** _____

Email: _____

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ADVERTISEMENT

INVITATION TO BID NO. 23-CN-0004

MILK

Sealed bids relative to the above will be received in the Food Service Department for International School of Louisiana 1400 Camp Street, New Orleans, Louisiana 70130 until 1:00 PM, on Wednesday, June 1, 2022.

Specifications and bid documents may be obtained upon request from International School of Louisiana Food Service Department in writing, by email mboudreaux@isl-edu.org, by calling (504) 654-1088, or submitted electronically at centralauctionhouse.com.

International School of Louisiana reserves the right to reject any or all bids whenever such rejection is in its best interest in accordance with law. The provisions and requirements of this advertisement shall not be waived.

INTERNATIONAL SCHOOL OF LOUISIANA

BY: Melissa Boudreaux
Food Service Director

FIRST INSERTION DATE: FRIDAY, APRIL 29, 2022
SECOND INSERTION DATE: FRIDAY, MAY 6, 2022

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1400 Camp Street
New Orleans, Louisiana 70130
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BID OPENING DATE/TIME/PLACE

Place: International School of Louisiana - Uptown
 1400 Camp Street
 New Orleans, Louisiana 70130

Issue Date	April 29, 2022; May 6, 2022
Final Date for written questions	May 24, 2022
Deadline for submitting bids	Closing: June 1, 2022, 1:00 PM Opening: June 8, 2022, 10:00 AM

**GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS**

The INTERNATIONAL SCHOOL OF LOUISIANA, Food Service Department (ISL/FSD) is requesting sealed bids for **INVITATION TO BID NO. 23-CN-0004 MILK** All or None or By Item order for the Child Nutrition Program for the 2022-2023 Fiscal Year. Bids are due by **June 1, 2022, 1:00 PM**. Bids will be opened on **Wednesday June 8, 2022 at 10:00 AM at 1400 Camp St. New Orleans, LA 70130**.

Bids shall be mailed, or hand delivered to the International School of Louisiana, Food Service Department, **1400 Camp Street, New Orleans, LA 70130 ONLY**. Bids must be enclosed in a sealed envelope and marked: **RESPONSE TO BID NO. 23-CN-0004 MILK FOR THE CHILD NUTRITION PROGRAM FOR THE 2022-2023 FISCAL YEAR TO BE OPENED ON Wednesday, JUNE 8, 2022, AT 10:00AM**, and addressed to the Food Service Department, International School of Louisiana, 1400 Camp Street, New Orleans, Louisiana 70130. The name and address of the company submitting the bid must appear on the top left corner of the envelope containing the bid document. Bids may also be submitted electronically at centrallauctionhouse.com.

Hand carried and express mail proposals may be delivered to the above address ONLY between the hours of 9:00 AM and 1:00 PM local time, Monday, Tuesday, Wednesday, Thursday, or Friday excluding holidays observed by ISL.

ISL will not be responsible for the opening of, post-opening of, or failure to open a bid not properly addressed or identified.

ISL will not assume the responsibility for any delay because of failure of the mail to deliver proposals on time.

ISL/FSD is not liable for any costs incurred by Bidders prior to issuance of or entering a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this ITB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by ISL/SNP.

Questions regarding this Invitation for Bid shall be directed to Melissa Boudreaux at (504)654-1088 or mboudreaux@isl-edu.org

Bidders may submit electronically at centrallauctionhouse.com

No bid(s) will be accepted after **1:00 PM on Wednesday June 1, 2022**, under any conditions. For your company to be provided proof of delivery time, bids should be hand delivered, sent by registered mail, or private carrier only to International School of Louisiana Food Service Department, 1400 Camp Street, New Orleans, Louisiana 70130.

Bids that are submitted with a “NO BID” response MUST be clearly stated on front of the envelope (if not responding to bid packets, no mailing needed)

The forms furnished as part of the specifications **MUST** be used for filing of bid and must be signed by the bidder. No bids will be considered unless made on the forms provided and must not be detached from the bidding document of which it forms a part. Failure to follow these instructions may result in your bid being disqualified.

I. INTENT

- a) It shall be the intent and purpose of this Invitation for Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Produce to the International School of Louisiana, School Nutrition Program through sealed bids.
- b) ISL/FSD is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached food list (Attachment F). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the ITB and any applicable Addenda.
- c) ISL/FSD reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the ISL/FSD.
- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the ISL/FSD's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the ISL/FSD.
- e) ISL/FSD has the right to waive all informalities.

II. CORRECTION OF MISTAKES

Do not erase, correct or write over any prices or figures necessary for the completion of the bid. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the bidder shall initial each correction. Failure to comply with the requirements may cause your bid to be disqualified. No bids shall be altered or amended after the specified time for opening.

III. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this ITB, shall commence on July 1, 2022, and terminate June 31, 2023.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three months.
- c) **Renewal Option** - This contract may be renewed for up to (3) three one-year terms at the same terms and conditions by mutual agreement of both parties in written form.

IV. AWARDS:

- a) Bids will be awarded **BY ITEM or on AN ALL OR NONE BASIS**, whichever is most advantageous to the school food authority. The specific bid item shall be awarded to the lowest responsive and responsible bidder meeting all terms, conditions, and specification of the bid. The school food authority reserves the right to select any or part of the bid or the entire bid, to reject all bids and to waive formalities.
- b) Samples must be submitted if requested by the Food Service Director. **SAMPLES** Brand to be as specified, alternate or equal. If item quoted as "equal" or "alternate", Bidder must provide graphics, literature, product code(s), and a list of all deviations from the specifications with bid document. Failure to comply may result in disqualification of bid. Samples may be required prior to award being made.
- c) When brand name *'or equal'* is specified, each School Food Authority will be the sole determiner of product quality and all decisions as to quality will be final.
- d) The Bidder's name, complete address, phone number and principals of the company must be furnished.
- e) A Bid Award Letter to the vendor, will serve as sufficient notice of acceptance of bid and award of the contract. This letter will be mailed to the vendor at the address listed on the Invitation.
- f) In the case of identical bids, International School of Louisiana Food Services will compare brand names for product quality and the bid, according to quality, will be awarded. If price and quality are the same, then a coin will be flipped.
- g) All bid prices will be compared to the State of Louisiana Office of Purchasing Contract pricing and if the state price is lower, the state contract will be used.

V. CONTRACT CONDITIONS

- a) Prices are to include inside delivery to the various Schools as per attached school list.
- b) Bidders are cautioned to ensure the unit prices are correct as written/typed. A careless error in the bid preparation or in quoting prices will not relieve the bidder's responsibility.
- c) Per Louisiana Revised Statues Title 38:2221, "NO CONTRACT SHALL BE LET ON A COST-PLUS BASIS".
- d) Contracts shall be fully executed by the successful **BIDDER** within thirty (30) days after the award date unless extended by agreement of the successful **BIDDER** and the Board of Trustees.

- e) **LIQUIDATION DAMAGES:** Any contract awarded to the responsible BIDDER with the best qualified price will contain provisions whereby the successful BIDDER stipulates to liquidation damages in an amount equal to 50% of the contract amount or the difference in the amount of bid or quote by BIDDER and the amount International School of Louisiana had to pay to obtain the service and/or materials, whichever is higher, to be recovered by International School of Louisiana in case of non-performance, defective performance, or delay in performance of the contract.
- f) **CONTRACT ALTERATIONS:** No alterations or variables in the term of a contract shall be valid or binding upon International School of Louisiana unless made in writing and signed by International School of Louisiana
- g) **SUBLETTING CONTRACTS:** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest herein, or his power to execute such contract to any other person, firm, and corporation without the previous written consent of International School of Louisiana. In no case shall such consent relieve the contractor from his obligation or change the terms of the contract.
- h) **LIABILITY:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any other circumstance that, in the International School of Louisiana's opinion, is beyond the control of the contractor. Under such circumstances, however, the School Board may in its discretion, cancel the contract.
- i) **BREACH OF CONTRACT:** Contractor who fails to render goods or services as specified will be considered in breach of contract. Items awarded may be re-awarded to the next lowest bidder. The said vendor shall incur the cost of the difference in the price of the next vendor and owe said amount to International School of Louisiana. The International School of Louisiana shall not accept bids from said vendor until this cost is paid in full.
- j) **BUY AMERICAN PROVISION REQUIREMENTS:** The District participates in the National School 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 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). Definition of Domestic food products are products being grown in America or, in the case of processing or packaging in America, products that contain at least 51 percent of domestic products. All food items (except pineapple, mandarin oranges, and tuna) must be domestic origin. Pineapple can be imported from the following areas only: Hawaii, Philippines, Thailand and Indonesia. Tuna can be imported from Ecuador.
- k) **Non-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](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.

VI. ESCALATION/DE-ESCALATION CLAUSE:

Prices good for 30 days from date the start of school said year. Prices of milk may escalate or de-escalate in accordance with changes in Class I skim milk and butterfat prices announced by USDA Federal Order 7 Southeast Marketing Area. Bid products to be evaluated based on raw cost change for bid purposes, the present cost of components for the month of **February 2021**.

VII. METHOD OF PAYMENT and PRICING INFORMATION

- a) Prices - Act 312 of the regular session of 1974 Louisiana Legislature dictates: Only bids based on specifications that are subject to a recognized escalation index shall be legal and valid.
- b) Payments: Discounts/Terms for prompt payment will not be considered in the evaluation of bids. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the proposal by the Bidder. As an alternative to offering a prompt payment discount in conjunction with the bid, Bidders awarded contracts may include prompt payment discounts on individual invoices.
- c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.
- d) ISL is exempt from all taxes. Prices will not include Federal Excise Tax, local, and State Sales Tax.
- e) The ISL/FSD will make payment within thirty (30) days of receipt of the invoice for

properly received goods and services after inspection and acceptance of the product by the ISL/FSD. Advance payments are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above. This does not relieve the bidder of his responsibility to effect shipment of the balance of the order released. **Payments will be made to vendor and addressed as shown on the order.**

f) Invoicing: The bidder shall submit, to the ISL Finance-Accounts Payable Department a separate invoice for each order delivered and accepted. Invoices shall show the cash discount (if any) and shall be submitted on the bidder's own invoice form. All packing slips must be attached to the outside of packages and MUST show purchase order number.

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased
5. Quantity
6. Delivery Date

ii) Monthly statements will be separated by school invoice and mailed to:

International School of Louisiana
Finance Department
1400 Camp Street
New Orleans, Louisiana 70130

VIII. METHOD OF SHIPMENT/DELIVERY

a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays.

No partial deliveries will be accepted. Deliveries must be made in quantity and quality specified.

Food products must be safely delivered in properly packaged containers. Inspections will be made of each delivery by a duly qualified representative of the Food Service Department. Such inspections may include rejection if the item delivered fails to meet specifications or is damaged in any way. If rejected, the vendor will be required to replace the rejected food or merchandise or to issue a credit on the invoice at the option of the Food Service Department.

If shortages occur, the bidder should be prepared to make same day or next day delivery, if requested.

b) All orders are to be delivered on days as indicated on the attached delivery schedule. Deliveries are to be made on the date scheduled between the hours 6:00 a.m. to 10:30 a.m., MONDAY THROUGH FRIDAY. The bidder is expected to deliver all products on schedule, even if the product must be procured from a local competitor or by special delivery.

- b) All deliveries are to be F.O.B Destination to approximately 3 schools as indicated. Additional schools may be added later.
- d) In an emergency in which the ISL/FSD requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the ISL/FSD has the option to purchase those goods from another source with no penalty to either party.
- e) Delivery schedules that fall on a holiday will be made the following business day.
- f) Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.
- l) Bidder must demonstrate the ownership or the source of a sufficient number of trucks or vehicles to deliver to school sites between the designated hours and on the dates specified in the delivery schedule. The contractor shall make emergency delivery orders in the event of a truck breakdown, spoilage, or theft at no additional cost to ISL
- m) The Food Service Department reserves the right to cancel that portion of the order, which the contractor fails to deliver at the specified time.

IX. ORDERING INFORMATION

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.
- b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product must be picked up no later than the next delivery date.
- c) **Emergency orders** - In an emergency in which the ISL/FSD requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the ISL/FSD has the option to purchase those supplies from another source with no penalty to either party.
- d) **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the ISL/FSD be responsible for ordering/paying for the resulting difference.

- X. Bidders must submit a copy of their current licensed certificate issued under the Perishable Agricultural Act (USDA). Only licensed vendors are eligible to bid. It is the responsibility of the vendor to report if their certification is revoked or denied.**

The successful bidder(s) shall furnish a Certificate of Insurance within fifteen (15) calendar days after award of bid but prior to start of service. Certificate should provide for:

- a. General Liability Insurance with minimum of \$300,000 combined single limit and \$50,000 property damage.
- b. Comprehensive General Automobile Liability insurance with minimum limits of \$100,000/\$300,000 bodily injury and \$50,000 property damage.
- c. Workers Compensation with \$100,000 employer's liability coverage.

XI. PRODUCT SPECIFICATIONS AND GUIDELINES

All products delivered shall have been processed and packed in accordance with good commercial practice. All products shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder. Failure to do so will result in removal from future bid consideration.

Federal or state inspections or any certification concerning quality, grade, etc. required for any food item shall have been completed in a timely manner and certificates furnished prior to delivery to the Food Service Department, Attention: Melissa Boudreaux, Director, 1400 Camp Street, New Orleans, Louisiana 70130.

Frozen Products shall be completely frozen at the time of delivery and show no evidence of re-freezing. Shipments which contain any unfrozen area will be rejected. Unless otherwise stated, items offered must be of the current year's pack and under proper refrigeration and must have a potential shelf life of two months.

Portion packed juice must meet USDA Grade Standards for Grade A canned single strength juice, or if the product is from concentrate, it must meet the brix and acid requirements of canned single strength juice.

Cost of State and/or Federal certification is the responsibility of the vendor.

XII. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

- a) **Termination** – International School of Louisiana reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the ISL/FSD for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
- b) In the event that either the vendor or the ISL/FSD defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

SECTION 2
SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

The ISL/FSD expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the ISL/FSD may require documentation verifying that a written HACCP plan is followed.

II. PROPRIETARY INFORMATION: (Particularly applicable to purchase systems that require a vendor to include the cost paid for a product and where promotional allowances are offered)

If a bidder submits any document with the bid that is proprietary in nature or is a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released, and the school district shall not be held liable.

III. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

- a) Bidders are required to list packer, manufacturer, manufacturer's code (item number) brand, where indicated on bid documents.
- b) When bidding house labels, Bidder is required to indicate packer name, packer location and product number.
- c) Grade must be listed for all food products.
- d) Upon request, the vendor shall submit CN labels; nutritional analysis sheets; ingredient lists; prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items shall be properly labeled.

SECTION 3**REQUIRED CONTRACT PROVISIONS FOR PROCUREMENT CONTRACTS IN CHILD NUTRITION PROGRAMS**

This contract between the International School of Louisiana and the Vendor shall be governed in accordance with the laws of the State of Louisiana and all applicable Federal regulations.

I. DAVIS BACON ACT

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

II. 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 requirement 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.

III. DEBARMENT AND SUPENSION (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.

IV. 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.

V. COPELAND “ANTI-KICKBACK” ACT Act (40 U.S.C. 3145)

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)).

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT

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.

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Compliance with 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 (Public Law 94-163, 89 Stat.871).

VIII. CLEAN AIR ACT

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 subgrants of amounts more than \$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).

IX. CIVIL RIGHTS STATEMENT

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202)690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

- X.** 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*.

XI. 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 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.

- XII.** 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.

- XIII.** 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.

XIV. 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)

XV. 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)

XVI. NON-COLLUSION STATEMENT

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Louisiana annotated 45-10-20 et seq. have not and will not be violated in any respect."

XVII. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

XVIII. BUY AMERICAN PROVISION REQUIREMENTS

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

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

Note this Requirement: The “Buy American Provision Certification” Form included with this bid must be completed, signed and returned with the bid for the bid to be considered.

**BUY AMERICAN PROVISION CERTIFICATE FORM FOR FOOD PURCHASES
(RETURN THIS PAGE WITH BID)**

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 U.S.

_____ I certify that all products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the **EXCEPTION** of the following items listed below.

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 U. S.

Name of Food Item	Complete below and Check the 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 align="center">OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p align="center">List prices and unit pack size below for item to be considered:</p> <p align="right">Price of Domestic or U.S. Grown Product Per Unit \$ _____/</p> <p>_____</p> <p align="right">Price of Non-Domestic Product Per Unit \$ _____/</p> <p>_____</p>

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.

Vendor may copy the above page and fill in for as many additional food purchases.

(Additional page to list items)

**BUY AMERICAN PROVISION CERTIFICATION FORM
FOR FOOD PURCHASES
(RETURN THIS PAGE WITH BID)**

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 U. S.

Name of Food Item	Complete below and Check the 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 align="center">OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p align="center">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 align="center">OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p align="center">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>

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.

Vendor may copy the above page and fill in for as many additional food purchases.

**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 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)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Program Name

Name and Title of Authorized Representative

Signature

Date

Instructions for Completing Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD-1048)

NOTE: A School Food Authority must require that each responsive bidder include this certification statement with each bid on each contract equaling or exceeding \$100,000, or any contract for audit services regardless of amount.

1. By signing and submitting this form, the prospective lower tier participant providing the certification set out on the above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the U. S. Department of Agriculture regulations 7CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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.

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.

CERFITICATION 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 the awarding of any Federal contract, grant, loan, 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 he 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/TITLE OF SUBMITTING OFFICIAL

SIGNATURE

DATE

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

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 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 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.
5. 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.
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; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full 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. 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

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action: (enter letter of choice)</p> <p><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</p>	<p>1. Status of Federal Action: (enter letter of choice)</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>2. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee <input type="checkbox"/> Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>6. Federal Program Name/Description:</p> <p>CFDA 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 <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></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>	

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority (SFA) and the Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Name of Vendor
International School of Louisiana

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)(1) 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

**INTERNATIONAL SCHOOL OF LOUISIANA
BID NO. 23-CN-0004 MILK**

LOUISIANA ETHICS COMPLIANCE CERTIFICATE

R.S. 42:1113 provides, in part, that no public servant, excluding any legislator and any appointed member of any board or commission and any member of a governing authority of a parish with a population of ten thousand or less, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant.

“Immediate family” as the term relates to a public servant mean his children, the spouses of his children, his brothers and their spouses, his sisters and their spouses, his parents, his spouse, and the parents of his spouse.

I HEREBY CERTIFY THAT I AM IN COMPLIANCE WITH R.S. 42:1113

AUTHORIZED SIGNATURE: _____

PRINT SIGNATURE: _____

DATE: _____

TITLE: _____

**INTERNATIONAL SCHOOL OF LOUISIANA
NO BID REPLY FORM**

BID NAME: MILK
BID NUMBER: 23-CN-0004

We ask that each vendor who has received an invitation for bids but chooses not to submit, state the reasons(s) below. This will help us improve our bid process. This information will not adversely affect you regarding any future invitations to propose. You will be kept on the bid list unless you request removal.

We are not submitting a bid for the following reason(s):

FIRM NAME

SIGNATURE

**International School of Louisiana
Elementary Schools
2022 – 2023 School Year**

School Sites	Address	Delivery Days/Times
International School of Louisiana Uptown	1400 Camp Street New Orleans, Louisiana 70130	Mon/Wed/Fri 6 AM – 10:30 AM
International School of Louisiana Westbank	502 Olivier Street New Orleans, Louisiana 70114	Mon/Wed/Fri 6 AM – 10:30 AM
International School of Louisiana Dixon	4040 Eagle Street New Orleans, Louisiana 70118	Mon/Wed/Fri 6 AM – 10:30 AM

CONTRACT SIGNATURE PAGE

The Contract Documents may only be amended, modified, or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, ISL/FSD and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to ISL/FSD and CONTRACTOR.

This Agreement will be effective July 1, 2022

International School of Louisiana

Signature of Board member or designee _____

Name of Board member or designee _____

(Print or Type)

Date _____

Vendor Company Name _____

Signature of Company Representative _____

Name of Company Representative _____

(Print or Type)

Date _____