

INVITATION TO BID

The Northshore Charter School will receive sealed bids until 9:00 a.m., June 27, 2024 for the purchase of Produce opening bids at 9:00 for Produce bids. Opening bids for Non Food Items will be at 9:30 a.m. June 27, 2024 for the Purchase of “Non Food Items” at the School Lunch Office located in the School Northshore Charter School 111 Walker St. Bogalusa, La. 70427, for the School Lunch cafeteria at the Northshore Charter School for the 2024-2025 school year, which begins August 1, 2024 and ends July 31, 2025.

Bids must be submitted on the Bid Form attached and must exclude sales tax. Bids may be hand delivered, emailed or mailed. Mailed bids must be sent “Certified Mail, Return Receipt Requested”. Please mark envelope as containing “**Produce Items**”, **Non Food Items**”. Bid related information available on line at northshorecharterschool.org and electronic bids may be submitted online at jeanna@northshorecharterschool.org

The School Board reserves the right to reject any and/or all bids and waive informalities. Northshore Charter School Lunch reserves the right to renew any or all contracts for a period of up to 3 years if all parties agree.

Northshore Charter School has spent a total of \$180,636.55 on food purchases as of June 30, 2022 for the 2021-2022 school year.

Jeanna S. Wheat, Supervisor
School Food Service

ADVERTISEMENT OF BIDS

The **NORTHSHORE CHARTER SCHOOL** will receive bids for the purchase of Food and Supplies for the **2024-2025** school year as outlined in the following schedule. Copies of the general instructions and specifications are available from the Northshore Charter School, 111 Walker St., Bogalusa, La. 70427.

Bid related information available online at northshorecharterschool.org and electronic bids may be submitted online at jeanna@northshorecharterschool.org

Bid Period- August 1, 2024 - July 31, 2025:

CLEANING SUPPLIES AND PAPER GOODS quotations will be received at 9:30 a.m. **June 27, 2024** and will be binding for the period of August 1, 2024 - July 31, 2025.

PRODUCE ITEMS- will be received weekly starting August 1, 2024 - July 31, 2025 for the School Year 2024-2025.

ALL vendors are invited to be present for the opening and tabulations of bids at the time specified in the above schedule.

NORTHSHORE CHARTER SCHOOL

111 WALKER STREET, BOGALUSA, LA. 70427

Bids for Foods and Supplies

Instructions, General Rules, and Conditions

Vendor: Copies of these Instructions, General Rules, and Conditions shall be retained in the files of the vendors and other interested persons for ready reference.

Date and Time: The date and time of bid openings will be shown on the quotation forms.

Submit Bids on Forms Provided: All bid proposals must be submitted in accordance with the forms provided, properly signed in ink. Telephone quotations will not be accepted. Bids for Milk and Bakery Products must be hand delivered or returned by certified or registered mail "return receipt requested".

Late Bids: Bids, amendments thereto, or requests for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered, whether delayed in the mail or for any other causes, whatsoever.

Completeness: All information required on the quotation form must be supplied to constitute a regular bid. Incomplete bids will be rejected.

Alternative Bids: Alternative bids will not be considered unless otherwise invited.

Conditional Bids: Conditional bids are subject to rejection in whole or in part.

Bids Binding for Specified Time: Bid prices on the following classes and sub-classes are binding for ONE YEAR:

Class 2 Milk

Bid prices for Class 1 - Most Fresh Produce shall be binding for ONE WEEK.

Errors: Errors in quoted prices or in preparation of quotation form will not relieve the vendor. Corrections in quotations must be initiated by the vendor in ink.

Net Prices: All prices shall be quoted F.O.B. destination. Prices shall be quoted on the basis of the delivery requirements as shown under Orders and Deliveries and the Minimum Delivery Requirements as shown for each class of items.

Taxes: All quotations, unless otherwise specified for the class, shall be submitted exclusive of all taxes. Invoices are submitted to the individual schools and payment is made directly from these invoices.

AWARDS

In general, award(s) will be made based on entirety overall to the lowest responsible vendor whose quotations conform to the specifications, and consideration being given to the quality of the article, the purpose for which it is required, the time required for delivery, and approved brands where indicated. All food bids shall be awarded ALL or NONE. Food Bids will not be awarded by line item. Northshore Charter School reserves the right to renew any or all contracts for a period of up to 3 years if all parties agree.

The right is also reserved to reject any or all bids in whole or in part, to award by items, parts of items, and groups of items. The School Lunch Department reserves the right to buy specialty or brand name items when the best interest of the Department will be served.

Notice of Acceptance - Written notice of award to a vendor, mailed or delivered to the address given on his quotation, will be considered sufficient notice of acceptance of quotation.

Disqualifications - Repeated failures to make deliverance in accordance with specifications will result in disqualification of the vendor. When prompt and consistent service cannot be provided by vendor, vendor shall report to the School Lunch Department who will then use this information in making subsequent awards.

New Goods/ Fresh Stock - All quotations unless otherwise specifically stated, shall produce all new commodities, fresh stock or pack.

ORDERS AND DELIVERIES

Orders for foods and supplies - Orders shall be placed from the central office via facsimile or e-mail to the vendor, or with salesman. In no event shall delivery be made without proper authorization from a representative of the school board office.

Deliveries - All vendors must quote on delivery to all schools in an area as specified for the bid cycle designed for the specific class of foods and supplies. In other words, the bidder must agree to deliver to all the schools in the bid area and not just for those of his choice for the duration of the bid period. MINIMUM ORDER REQUIREMENTS DO NOT APPLY.

The schedule of deliveries shall be not more often than once per week and less frequently for those schools with sufficient storage space to order twice per month. This does not apply to the items in Class 2.

Deliveries shall be made between the hours of 6:30 A.M. and 2:00 P.M.

Orders must be placed sufficiently in advance by the school food service office to permit the vendor to route and coordinate his deliveries. It will not be permissible to order with delivery the next day. To make it economically feasible for the vendor to quote on the requirements of the various schools, he must be able to schedule his own deliveries within a reasonable period of time (normally seven days).

The following school will participate under the central purchasing program:

NORTHSHORE CHARTER SCHOOL
111 Walker Street
Bogalusa, La. 70427

Methods and Containers - Unless otherwise specified, goods shall be delivered in commercial packages and in standard commercial containers. Packaging shown is for standard quantities.

Weight Checking - Deliveries shall be subject to a re-weighing on official scales. Payments shall be

made on the basis of net weight of materials delivered.

Inspection and Tests - Inspection shall be made by or at the direction of the School Food Service Department, and any articles supplied that are defective, or fail in any way to meet specifications or other requirements of the quotation, may be rejected. The expense of the inspection shall be paid by the vendor if any articles fail in any way to meet specifications or other requirements.

Rejected Deliveries/Payment for Used Purchases - Reduced payment will be made by the Food Service Department for any used portion of the delivery found to be inferior to specifications or quotation requirements as a result of test or otherwise.

*Inability to Deliver - Any vendor receiving the award for a class shall notify the Food Service Supervisor immediately if he is not in a position to deliver these items on the first day of that bid period. If it becomes necessary to secure any item from another source, the vendor shall be liable for the difference in cost. Ability to deliver in the past will be considered in making awards.

**Substitutions - NO substitutions of items is permitted without prior approval from the Food Service Supervisor. Substitutions sent without prior approval will be refused.*

Default to Delivery and Price Correction - The School Food Service Department reserves the right to cancel that part of the order which the vendor has failed to deliver at the time specified and to adjust the invoices submitted if there is a variation between the price quoted and the price charged on the invoice.

INVOICES AND STATEMENTS

Invoices - Each cafeteria manager shall sign all invoices acknowledging merchandise delivered for cafeteria use. Each vendor's invoice must be signed after the merchandise has been checked but before the driver leaves the cafeteria. In this way, discrepancies in invoices can be easily checked. Each vendor shall furnish two (2) copies of the invoice.

For Class 2 (Bread, Rolls, and Milk) - Invoices for the items delivered shall be submitted by the vendor in duplicate to the place of delivery. One copy shall remain at the school and the other will be transmitted by the cafeteria manager to the School Food Service Department for payment. Invoices must accompany each delivery. It will not be acceptable to deliver merchandise and submit the invoice at a later date.

Statements - All statements shall be submitted to the School Food Service Department. Monthly statements shall be submitted on the vendor's regular form, as of the end of each calendar month.

Payment - All invoices will be paid by the School Food Service Department and not individual

schools. Any other information regarding invoices, quotations, etc., should be referred to the School Food Service Department and not to the individual school.

Specifications - Failure to state brands, furnish samples and specifications when requested in the quotation may result in disqualification or non-consideration of such quotation.

Samples - When required, samples must be submitted by the vendor so as to reach the place designated prior to the date specified. The School Lunch Department reserves the right to call for samples on any or all items when deemed necessary. The Department also reserves the right to request complete data on any item quoted.

School Food Authority shall have the liberty to add new products after the bids have been submitted. Each vendor will be given equal opportunity to submit a bid on all new products, if any. Awards will be made as outlined in instructions for the duration of the bid cycle.

Buy American:

The District will adhere to “Buy American” for the food service program. Therefore Food Service is required to purchase, to the maximum extent possible, domestic products for use in meals served in our Child Nutrition Program. However, exceptions are allowed when:

- Food preferences can only be met with foreign goods
- Insufficient quantity and/or quality is available in the USA
- Domestic cost is **significantly** higher

Standards of Conduct

No employee, officer, or agent of the district shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his/her business partner or associate, or an organization which employs or is about to employ any of the persons referred to herein, has a financial or other interest in the firm selected for an award. The officers, employees and agents of the district shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or organizations doing business with the district. An exception may be made for the receipt of an unsolicited item of nominal value if approved by the Superintendent or his designee.

The district would like all employees to behave with the utmost integrity and never be self-serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations.

Any employee who violates the terms of this policy shall be subject to disciplinary action, up to and including termination from their employment. Non-employee agents or representatives may also be

sanctioned and removed from their position as agent or representative for the district for violation of this policy.

Contract Administration:

The District will maintain a contract administration system which will ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The District Business Manager will review all aspects of any contractor bid documents, expenditures, processes, and procedural aspects to ensure compliance with all federal, state, and school district regulations.

In any instance in which a contract or purchase order has been breached or violated by the contractor, the District will reserve the right to collect any and all damages that may arise from the breach of contract either through mediation or through an appropriate court proceeding, all of which will be retained by the School District. In addition, the District reserves the right to administer appropriate sanctions, including barring the contractor from bidding on future contracts. In appropriate cases, the contract may include liquidated damages for failure to timely and/or appropriately comply with the contract provisions.

Discounts, Rebates, Credits:

The District will verify that all food program contracts and procurements are net of all applicable discounts, rebates, and credits. All contractors will maintain records and source documents in support of all costs, discounts, rebates, and credits.

Records Retention:

The District will retain all food program records for three years after final payments and/or three years after any pending matters have been closed and completed.

Bid Protest Procedure:

Any vendor who desires to protest the award of a bid pursuant to this policy shall, within fifteen (15) days after award of the bid, give notice of their protest. The notice shall state in detail the basis of the claimant's bid protest and the resolution requested. The bid protest shall be provided to the Food Service Director or other person designated by the school district to handle bid protests pursuant to the food service procurement policy. The Food Service Director or other person so designated shall investigate the claim and issue a written decision within fifteen (15) days after receipt. If the claimant is not satisfied with the decision of the Food Service Director, the claimant may appeal the decision to the District's School Board Members. The notice of appeal shall be filed with the School Board at the office of the Superintendent of Schools within fifteen (15) days after issuance of the decision being appealed from. The appeal shall state the basis of the appeal and provide to the board the original bid protest, together with a copy of the decision being appealed from. The specific grounds for the appeal shall be stated in the appeal and shall not include additional claims or information not provided with the original bid protest.

The School Board Members at the next regular board meeting following the receipt of the appeal shall either hear the appeal at a set time to consider the appeal. The board may in its discretion render a decision based upon the information and records before the board of trustees or, in the board's discretion, may request the claimant and a representative of the school district to present information pertaining to the bid protest. In the event the board chooses to hear from the bid protester and a representative of the school district each will be entitled to present or have someone on their behalf present their position to the board.

Thereafter, the board shall render its decision either at that meeting or at the next regular board meeting.

Debarment and Suspension of a Vendor:

For all food service contracts to be paid with Federal assistance, the District shall check the Federal Excluded Parties List System at the site below and document that the vendor has not been debarred or suspended. Verification will occur prior to a vendor being chosen and before a contract has been offered. <https://www.sam.gov/portal/public/SAM/>

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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.

USDA is an equal opportunity provider, employer, and lender.

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 bidder's offer does not constitute award of the contract.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

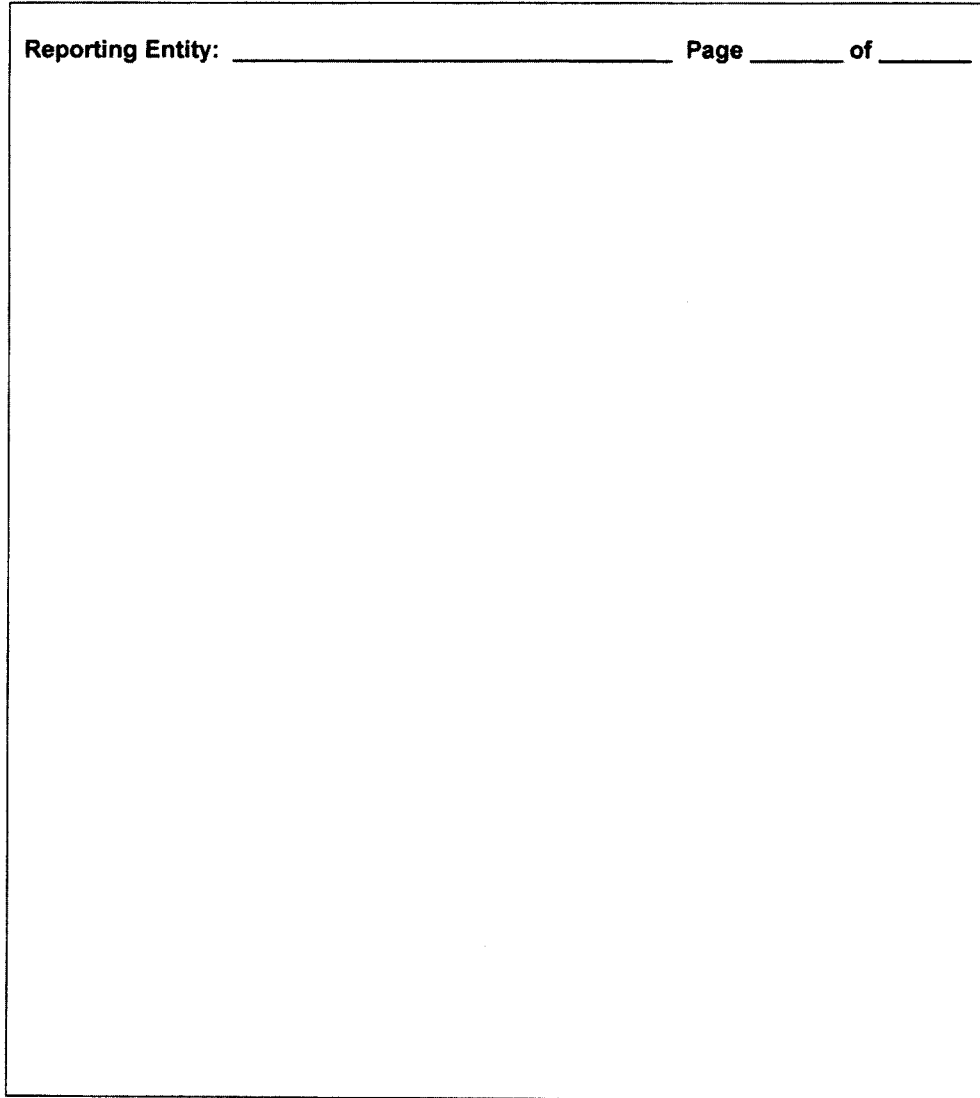
(See attached for public burden disclosure)

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 (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
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 style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</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)	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____



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 followup 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.

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, subpart c- Responsibilities of Participants. The regulations were published in the November 26, 2003, Federal Register (pages 66534-66566). Copies of the regulations may be obtained by contacting the Department of Agriculture.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED NSTRUCTIONS)

- (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

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS TO BIDDERS FOR COMPLETING CERTIFICATION FORM

NOTE: Each responsive bidder must include this certification statement with its bid on each contract equaling or exceeding \$25,000 or any contract for audit services regardless of amount.

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 the U. S. Department of Agriculture regulations 7 CFR 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 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.

CERTIFICATION REGARDING LOBBYING

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - 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 subawards (exceeding \$100,000 in Federal funds) at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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

Non-Discrimination Statement: The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases 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](http://www.ascr.usda.gov/complaint_filing_cust.html), 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.

NON-COLLUSION STATEMENT

The Antitrust Division of the United States Department of Justice seeks to prevent collusion, expose monopolies, and preserve competition in public purchasing. Collusion occurs when providers of the same goods or services get together and agree to fix or set prices. In procurement, it is the most commonly known as "price-fixing" or "bid-rigging."

Vendors, by submitting this signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Louisiana or United States law.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any unlawful act of collusion, no attempt has been made to induce any other person or vendor to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above stated statement is accurate under penalty of perjury.

Name of Firm _____

Complete Address of Firm _____

Telephone Number _____

Signature of Authorized Representative _____

Typed Name of Authorized Representative _____

Title of Authorized Representative _____

Date _____

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name _____

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all food products bid by the company that do not meet the definition of "domestic". This document must be included as a part of the bid. This document is provided in Microsoft Word format so the vendor may add additional food items.

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

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	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Non-Domestic Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Non-Domestic Product Per Unit</p>
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ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.

Company Name: _____

Signature: _____ Title: _____ Date: _____

SPONSOR APPROVAL

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

Authorized Representative Name: _____ Title _____

Sponsor Name _____ Date Approved: _____