

## ADVERTISEMENT FOR BIDS

Notice is hereby given that the Terrebonne Parish School Board will receive sealed bids at its Purchasing Department office located at 340 St. Charles Street, Building #3, Houma, Louisiana until the hour of One o'clock (1:00 P.M. CST) on the afternoon of Monday, April 16, 2018, for Canned and Dry Goods and Meats and Frozen Items.

Bids will be opened and publicly acknowledged at the hour of 1:30 P.M. CST on the afternoon of Monday, April 16, 2018, in the Purchasing Office, 340 St. Charles Street, Building #3, Houma, Louisiana 70360.

Specifications, terms, and conditions for bids may be obtained from Child Nutrition Program, Terrebonne Parish School Board, P.O. Box 5097, Houma, Louisiana 70361 or 340 St. Charles Street, Building #3, Houma, Louisiana 70360 or phone (985) 876-7407, Ext. 223.

Pursuant to RS: 38:2212 (E) passed in Louisiana's Legislative Regular Session in 2008, the Terrebonne Parish School Board has partnered with BidSync LLC and Vendor Registry to distribute bid solicitations. Registration with Vendor Registry is completed at their web site [www.vendorregistry.com](http://www.vendorregistry.com) or the school district's website, [www.tpsd.org](http://www.tpsd.org) under the Purchasing Department tab. Electronic bid submissions will be accepted through BidSync only. Bidders are able to register with BidSync at [www.bidsync.com](http://www.bidsync.com) or call Vendor Support at 801-765-9245. There is a \$100.00 fee to register, receive e-mail, fax notifications of bids, and respond electronically to bids. An electronic signature must be provided to submit a bid electronically. The referenced signature is not included in the \$100.00 fee and is available from third party companies.

Terrebonne Parish School District accepts no responsibility for technical difficulties which may occur during submittal of the bid.

Bidders are cautioned to allow ample time for transmittal of bids/proposals by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. Failure of the U.S. Mail or any carrier of delivery service to deliver the bid/proposal in a timely manner shall not be considered due cause for the scheduled time of the bid opening to be extended.

**The Terrebonne Parish School Board accepts no responsibility for contacting any vendor, failure to contact a vendor, or a vendor not receiving information regarding this bid. This bid has been properly advertised, and it is the sole responsibility of any and all Vendors to request and submit bids as advertised.**

The Terrebonne Parish School Board reserves the right to reject any and all bids for just cause.

Mr. Roger Dale DeHart, Board President  
TERREBONNE PARISH SCHOOL BOARD

Publication Date:                      Wednesday, March 21, 2018  
    Wednesday, March 28, 2018

TERREBONNE PARISH SCHOOL BOARD  
CHILD NUTRITION PROGRAM  
340 ST. CHARLES STREET, BUILDING #3  
HOUMA, LOUISIANA 70360

**GENERAL CONDITIONS FOR MEATS AND FROZEN ITEMS**

**INSTRUCTIONS:** We are inviting your bid on Meats and Frozen Items listed on the enclosed form. This is for the period beginning **July 1, 2018** and extending through **December 31, 2018**.

Specifications for this Bid consist of all requirements within the packet inclusive of but not limited to the Advertisement for Bids, Instructions to Vendors, Bid Checklist, Standard Terms and Conditions, Specifications, Bid Form(s) and various federal forms. Vendors should carefully read all Bid documents and submit their Bid in accordance to ALL the requirements therein.

Vendors are encouraged to contact the Child Nutrition Program for clarification if there is a question regarding any aspect of the Bid. **PLEASE DO NOT MAKE ASSUMPTIONS. DO NOT HAVE YOUR BID REJECTED DUE TO A CARELESS ERROR OR FAILURE TO MEET ALL SPECIFICATIONS.**

It is the responsibility of the vendor to check their Bid before submittal to assure that ALL specifications have been met and all documents requiring a signature, etc. have been properly completed. Failure of a vendor to comply with ALL specifications will be just cause for the Terrebonne Parish School Board to reject the submitted Bid.

**BID SUBMISSION:** Sealed Bids will ONLY be accepted from one of the following options:

1. Electronic Submission via BidSyc.com
2. Hand Delivery – 340 St. Charles Street, Building #3, Houma, LA 70360
3. Mail – 340 St. Charles Street, Building #3, Houma, LA 70360

Sealed bids will be received by the Purchasing Department, Terrebonne Parish School Board, 340 St. Charles Street, Building #3, Houma, LA 70360 not later than **1:00 P.M. on Monday, April 16, 2018**. Bids will be opened and publicly acknowledged at **1:30 P.M. on Monday, April 16, 2018, in the Purchasing office at 340 St. Charles Street, Building #3, Houma, LA 70360**. The public is invited.

The envelope containing the bid must be marked **"MEATS AND FROZEN ITEMS"**. Do not abbreviate. Envelopes should be marked exactly as stated. The name and address of the firm should appear on the envelope in the upper left hand corner. (See Attachment A) If you use an outer envelope, the same information is required on the outer envelope. If you are using a carrier service, we suggest that the front and back of the outer envelope is labeled.



Name or Firm  
Physical or Mailing Address  
City, State Zip

Purchasing Department  
Terrebonne Parish School Board  
340 St. Charles Street, Building #3  
Houma, LA 70360

Meats and frozen Items

Bids must be submitted on the official attached bid form or via BidSync. Bidders need to register with BidSync, LLC at [www.bidsync.com](http://www.bidsync.com) to obtain a user name and password or call vendor support at 1-801-765-9245. There is no fee to register and receive e-mail or fax notifications of bids. However, Bidsync does charge an annual \$100.00 fee to process electronic bid responses. In addition, bidders participating in electronic submission must also provide an electronic signature and where applicable an electronic bid bond. The referenced signature and bond are not included in the \$100.00 fee and are available from third party companies. Any bid submitted that is not on either of these forms will be declared irregular and rejected. All listed requirements apply equally to bids submitted on paper or electronically through BidSync.

The Terrebonne Parish School Board does not accept responsibility for bids not received via BidSync due to technical difficulties.

Standard Terms and conditions are part of the bid specifications. Please read and be familiar with all terms and attachments.

Terrebonne Parish School Board encourages small business, minority owned business, and women owned businesses to participate in the bid process.

It is our preference that **EACH and EVERY FORM is signed and returned in the bid submittal** to the Purchasing Department at 1:00 P.M. on **Monday, April 16, 2018**, located at 340 St. Charles Street, Bldg. #3, Houma, LA 70360. The following forms: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions form, Certification Regarding Lobbying form, Disclosure of Lobbying Activities form, Certificate of Independent Price Determination form, Buy American Provision form, Owner Disclosure Certificate, and Cuts and Descriptive Literature should be returned with the bid, but no later than 3:00 P.M. on Wednesday, April 18, 2018. Forms not signed and/or received in the bid, shall be signed, scanned, and e-mailed or faxed within 48 hours of bid opening. The original shall be sent by USPS or hand delivered within ten (10) days of the bid opening. Failure to comply shall result in your bid being rejected.

**BUY AMERICAN PROVISION:** 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, the purchase of food. 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 and 7 CFR Part 250.

The use of exceptions to the Buy American provision will be as a last resort or at the Child Nutrition Program representative's discretion. To be considered for an alternative or exception a written request must be submitted in writing with this bid. All items to be considered must have the price of domestic food alternative substitute and the availability of the domestic alternative substitute in relation to the quantity ordered.

The request must include the:

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

By submitting and signing this bid, the bidder acknowledges and certifies that his/her company complies with the Buy America provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes substantially means over 51 percent of the processed food is from American-produced products. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

CLEAN AIR ACT (42 U.S.C. 7401-7971q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387): As amended – contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).

SAMPLES: Items on the bid form will be pre-approved; if you are submitting an alternate, a sample is required. We reserve the right to determine product acceptability based on sampling and will be the final judge to determine if the product is equal. It is our preference that samples be submitted prior to the bid opening. Samples not received by the Child Nutrition Department located at 340 St. Charles Street, Building #3, Houma, LA 70360 by 3:00 P.M. on Thursday, March 29, 2018, will not be accepted and will be cause to reject the bid on that item. Samples shall be furnished at no expense to the school district, properly marked for identification. The school district reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not mutilated or destroyed, when no longer required to be retained in connection with the award or delivery of foods, will be returned at the vendor's expense if such return is requested.

INTENT AND INTERPRETATION OF SPECIFICATIONS: All bids must identify the manufacturer, brand, portion size, etc. of the product being offered. "Pre-Approved Equal" brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than



"approved brands" specified, the offeror must supply a complete description and sufficient data as well as a product sample. Any "Pre-Approved Equal" brand would be approved prior to the bid opening. The Terrebonne Parish School Board reserves the right to reject any sample submitted if there is insufficient information or time to conduct taste-testing in order to deem the product "Pre-Approved Equal". If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the bid; this item would be considered incomplete and not allowed. No substitutions will be allowed. For your quotation of processed foods to be considered the Terrebonne Parish School Board must have on file in the office of the Supervisor of Child Nutrition Program a **CN label**, nutritional analysis, nutrition facts, food label information and ingredient list. It is the intention of the specification to procure food to meet the needs of the Child Nutrition Program.

**SUBSTITUTIONS:** Substitutions will not be accepted after item(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the Terrebonne Parish School Board, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the Terrebonne Parish School Board will constitute a breach of contract by the vendor. Said action will result in initiation of actions covered under paragraph 10 and 11 under contracts of the included Standard Terms and Conditions.

**DEVIATIONS FROM ITEM SPECIFICATION OR GENERAL TERMS AND CONDITIONS:**

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the Terrebonne Parish School Board to perform in strict accordance with all the Standard Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the offeror at a competitive disadvantage or otherwise prevent the Terrebonne Parish School Board from considering the affected item(s).

Any deviation from any of the item specification, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in the Standard Terms and Conditions under contracts paragraph 10 and 11 and jeopardize future business from the Terrebonne Parish School Board.

**Product analysis and/or food label for items indicated (\*\*nutritionals required) must be submitted at the time of the bid; however, product analysis and/or food label for the additional items must be provided by the awarded vendor if requested at a later date.**

All items with pending CN Labels will be disqualified if the CN Label is not provided at the time of the bid opening.

**GENERAL REQUIREMENTS:**

1. This bid will be awarded by line item. No sliding scale prices will be accepted. State law forbids cost-plus buying. Prices shall be held firm for the entire bid period.
2. Items on the bid form will be pre-approved; if you are submitting an alternate, a sample is required. All prices on this bid are held firm for the period of 60 days from bid opening.
3. All meat items must be certified in accordance with the Institutional Meat Purchase Specifications (IMPS). Federally certified IMPS product must be examined for



condition by the Louisiana Department of Agriculture and stamped accordingly. No deliveries will be accepted with an Inspection Certificate dated more than 72 hours prior to delivery.

4. All fresh meat, poultry, pork, and fish – require USDA inspection.
5. Pricing for items at a smaller quantity than the case size is for comparison purpose (price/pound or price/serving). The offeror is responsible for clearly noting any differences in the proposed packaging and/or units of measure. Purchases will be made based on the case/unit description.
6. The quoted amount is an indication of the possible purchases for the bid period, it is based on last year's purchase of approximately \$896,000.00; but is not a guarantee of the total amount to be purchased with this bid.
7. Quantities specified may be adjusted by +/- 10%.

EQUAL LOW BIDS: Contracts shall be awarded in the following order of priority when two or more low bids are equal in all respects:

- a) Small business concerns that are also labor surplus area concerns.
- b) Other small business concerns. (as defined by the United States Small Business Administration)
- c) Other business concerns.

If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

DELIVERY: A delivery ticket must accompany the delivery of goods. Pallet exchange is required on all goods. All items shall be delivered, on pallets on the date, or dates specified when order is placed. Drop delivery shipments to the Warehouse are acceptable provided items are **palletized**. Shipments are to be **"Tailgate Delivery,"** FOB Destination TPSB Warehouse, 340 St. Charles St., Building #3, Houma LA 70360. The unit price for each item includes delivery of the items with all transportation charges prepaid to the destination. **Deliveries will be accepted between 7:00 a.m. and 2:00 p.m. Appointments must be made by calling Ms. Mallorie Oliver, Area Manager @ (985) 876-7407 ext. 224. For directions please call, warehouse manager, Mr. John Celestine @ 985-876-7400 ext. 315 or cell @ 985-381-9086.**

**Unscheduled deliveries will not be accepted.**

An unsatisfactory delivery will be just cause for the school district to disregard future bids from the vendor until such time that they can guarantee satisfactory delivery. Unsatisfactory delivery will also be cause to move to the second lowest vendor.

**SUCCESSFUL VENDORS MUST BE ABLE TO ASSURE THE SCHOOL BOARD THAT THEY HAVE SUFFICIENT TRUCKS AND EQUIPMENT TO MAKE SATISFACTORY DELIVERY TO THE SCHOOL BOARD WAREHOUSE BY THE DATE(S) SPECIFIED.**

EXTENSION OF DELIVERY DATE: If for any reason deliveries cannot be made on schedule, the Child Nutrition Program Office should be notified. The vendor shall then deliver at the earliest date possible. Any extension of time on delivery as specified must be requested from the school district at least five (5) days prior to delivery date. Such extension will apply only to the particular item or shipment affected.



ORDERS: Terrebonne Parish Child Nutrition Program strives to order food for a just-in-time inventory; therefore, final quantities and delivery dates will be provided to each successful vendor at least 2 to 3 weeks prior to the scheduled delivery date. All orders should be completely filled and delivered as scheduled. If an order can not be completely filled, the Child Nutrition Supervisor or Designee must be notified. Any substitution must have approval prior to delivery.

When substitutes are approved, the order will be considered complete and the original items ordered shall not be backordered without approval. If no substitutes are acceptable and a partial delivery is approved, the order will be considered complete and no undelivered items shall be backordered without approval of the Child Nutrition Department. Any unauthorized backordered items shipped are subject to rejection and all associated cost shall be the responsibility of the vendor. No minimum order requirements will be accepted.

INSPECTION: Upon delivery of each item to the Terrebonne Parish School Board Warehouse, inspection of each item will be made by the Warehouse Manager, or a representative at the point of delivery, or in special cases at the point of origin. Acceptance of the item or items will be made after inspection determines that all requirements of the specifications and bid are met.

DEFAULT TO DELIVER AND PRICE CORRECTION: The Child Nutrition Program reserves the right to cancel that portion of the order which the vendor has failed to deliver at the specified time. The vendor is responsible for issuing a credit memo or corrected invoice.

DISQUALIFICATION: Failure to deliver products which meet specifications will result in the re-awarding of the line item to the second lowest bidder.

INVOICES: Invoices must contain complete product information (i.e. brand name, packaging information, and country of origin). All illegible or incorrect invoices will be returned for re-working without penalty to the Terrebonne Parish Child Nutrition Program. Legible invoices for the items delivered and accepted shall be submitted by the vendor, in duplicate, to the place of delivery. The merchandise will be checked for quantities, prices and specification compliance. If discrepancies occur, they will be noted on this invoice and vendors must send a corrected invoice to the Child Nutrition Program. Invoices shall be submitted to the Terrebonne Parish Child Nutrition Program, P.O. Box 5097, Houma LA 70361, ATTN: Ms. Harriet Lewis, Accounting Clerk II.

STATEMENTS: Statements for all food shall be submitted to the Terrebonne Parish Child Nutrition Program, P.O. Box 5097, Houma, LA 70361, ATTN: Ms. Harriet Lewis, Accounting Clerk II.

Monthly statements shall be submitted in duplicate on the vendor's regular form, to include the last school day of each calendar month.

Each firm that is awarded any item or group of items will receive orders on that item or group of items for the duration of the period specified on the forms. The quantities shown in this bid request represent the best estimate of the various food products required to support the Child Nutrition Program. The quantities to be purchased may vary depending upon internal changes, including but not limited to USDA Commodity availability and student participation. The Terrebonne Parish School Board does not assume or accept responsibility to purchase the total quantities listed. The Board reserves the right to purchase "more or less" for the specified deliveries.



RETURN OF DISCOUNTS, CREDITS, AND REBATES TO TERREBONNE PARISH

SCHOOL BOARD: Allowable cost will be paid from the non-profit school food service account to the offeror/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under this contract, to the extent those credits are allocable to the allowable portion of cost billed to the Terrebonne Parish School Board. The offeror agrees to fully disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from a supplier; the offeror/contractor must disclose and return to Terrebonne Parish School Board the full amount of the discount, rebate, or applicable credit that is received based on purchases made on behalf of Terrebonne Parish Child Nutrition Program. All discounts, rebates, allowances, and incentives must be returned to the Child Nutrition Program during a mutually agreed upon time frame that is beneficial to the School District.

"Cost Plus" bids will not be accepted.

EXCLUSION/REJECTION OF BIDS: The School Board, after the opening of bids, shall require each bidder or bidding entity to attest or submit an attestation that the sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity, has not been convicted of, or has not entered a plea of guilty or nolo contendere (no contest) to any of the crimes or equivalent federal crimes listed in La. Rev. Sta. Ann. §38:2227.

In awarding bids or contracts, the School Board shall be authorized to reject the lowest bid from a business in which any individual with ownership interest of five percent (5%) or more has been convicted of, or pled guilty or nolo contendere to any state felony crime or equivalent federal crime committed in the solicitation or execution of a contract or bid under the state laws governing public contracts; professional, personal, consulting, and social services procurement; or the Louisiana Procurement Code.

Any contract between the School Board and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void.

Any person whose conviction causes the nullity of a contract shall be responsible for payment of all costs, attorney fees, and damages incurred in the rebidding of the contract.

INSURANCE: Successful bidder(s) must provide Terrebonne Parish School Board with a certificate of insurance meeting all requirements. The Certificate of Insurance shall remain in effect for entire duration of the bid award. A current certificate may be included at the time of bid submittal. (See Attachment B)

INQUIRIES: If there are any questions, please do not hesitate to call Ms. Monica Walther, MS, RD, LDN, Supervisor of Child Nutrition. Phone: (985) 876-7407 ext. 258 between 7:30 a.m. and 3:30 p.m. The question and answer period closes on March 29, 2018 at 2:00 pm.

The Terrebonne Parish School Board accepts no responsibility for contacting any vendor, failure to contact a vendor or a vendor not receiving information regarding this bid. This bid has been properly advertised and it is the sole responsibility of any and all Vendors to request and submit bids as advertised.

The Terrebonne Parish School District, Child Nutrition Program is funded 89% with federal funds for a total of approximately \$8,091,691.00 per year.



**PROTEST AWARDS:** To initiate a protest of an award recommendation, a business must follow these steps:

- The protest must be received in writing within 5 business days of the recommendation of the Building, Food Service, and Transportation Committee.
- The written protest should include the bid number and should clearly identify the facts believed to constitute an error in the award recommendation and the desired remedy.
- The protesting bidder should focus on identifying the following in their letter of protest:
  - Any specific Louisiana/Federal statute that was violated (such as the application of a required preference)
  - Any specific purchasing policy of the Terrebonne Parish School District that was not applied (such as conflict of interest, fraud, or ethics violation)
  - Any specific solicitation instruction that was not followed (such as the evaluation and award instructions)
- Only the information provided within the protest period will be considered in arriving at a decision. The Purchasing Agent is not required to take into consideration any material filed by any party after the protest deadline.
- The Purchasing Agent or their designee will investigate and provide a written response to the protesting party. This decision is final.
- Until issuing a final decision on a timely protest, the Purchasing Agent will not finalize an award of a contract or purchase order pursuant to a disputed solicitation. However, if there is a threat to public health, safety, or welfare, or danger of immediate and substantial harm to state property from delay in making an award, the Purchasing Agent may proceed with an award and document the justification for such action.
- A revised award recommendation, based on a protest review, does not assure that there will be a new protest period.

The Freedom of Information Act (FOIA) process is not related to the protest process and is not a reason for a protest period extension.

**RECORD RETENTION:** The successful bidder agrees to retain all books, records, and other documents relative to this agreement for three (3) years after the final payment for audit purposes and to make said records available upon request.

**EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that met 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."

**COPELAND "ANTI-KICKBACK" 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).



CONTRACT WORK HOURS AND SAFETY STANDARD 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. 372 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SIMPLIFIED ACQUISITION THRESHOLD: 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 Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (Appendix II of 2 CFR Part 200(A)).

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

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract award (see 2 CFR 180.222) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549 (Appendix II of 2 CFR Part 200(H)).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 132. 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.

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 \$10,000.00** 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)

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)

REMEDIES FOR VIOLATION OF CONTRACT TERMS AND TERMINATION FOR CAUSE AND CONVENIENCE: Contract provisions required by 2 CFR Parts 3016.35(i), as applicable.

- i. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- ii. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- iii. Notice of awarding agency requirements and regulations pertaining to reporting.
- iv. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- v. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- vi. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

CIVIL RIGHTS STATEMENT: The vendor shall comply with the following civil right 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*.

This institution is an equal opportunity provider.

Mr. Roger Dale DeHart, President  
Terrebonne Parish School Board



# TERREBONNE

## Parish School District

### STANDARD TERMS AND CONDITIONS

#### SCOPE

These Standard Terms and Conditions are pertinent to each Invitation for Bid (IFB), Request for Quote (RFQ), or Request for Proposal (RFP), and each contract, and apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations for Bids, Requests for Quotes, or Requests for Proposals issued by the Terrebonne Parish School Board will bind the bidder to the terms and conditions set forth herein, except as specifically qualified in a special Bid, Quote, or Request for Proposal and contract terms and conditions issued in connection with an individual Bid, Quote, or Proposal.

#### DEFINITIONS

As used herein, as well as in all specifications, Bids, Quotes, or Request for Proposals, awards or contracts issued by the Terrebonne Parish School Board, the following definitions shall apply, unless otherwise indicated:

Agent - Purchasing Agent of the Terrebonne Parish School Board

Bid - The document comprised of an invitation, instructions, and specifications to submit a Bid, Quote, or Request for Proposal for commodities or services.

Bidder - Any individual, firm, or corporation submitting a Bid, Quote, or Proposal

Contract - The acceptance by the Terrebonne Parish School Board of an offer by a bidder to furnish commodities or services

Contractor - Any individual, firm, or corporation to whom a contract is awarded as the result of a Bid, Quote, or Proposal submitted and accepted

Electronic Bid - A Bid, Quote, or Proposal submitted through a uniform and secure electronic interactive bidding system

Bid or Proposal - The offer of a bidder to furnish commodities or services in response to a Bid, Quote, or Request for Proposal (RFP)

School Board- The Terrebonne Parish School Board/Public School System and Sub-Agency of the State Government of Louisiana



Any alleged oral agreement or arrangement made by a bidder or contractor with any employee of the Terrebonne Parish School Board prior to the official award of this Bid, Quote, or Proposal will be disregarded.

## **INQUIRIES**

An initial inquiry period has been firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions SHALL be in writing and received by the close of business on the Inquiry Deadline Date set forth in the Calendar of Events. Further, the school district realizes that additional questions or requests for clarification may generate from the School District's addendum responses to the inquiries received during the initial inquiry period. The school district will make every attempt to clarify questions; however, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by an addendum issued as a result of the deadline to receive inquiries period.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any TPSD employee or consultant. TPSD shall only consider written and timely communications from bidders.

Inquiries shall be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the School Board. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all perspective bidders. Inquiries concerning this solicitation may be mailed to Terrebonne Parish School District Purchasing Department, Terrebonne Parish School Board, P. O. Box 5097(70361)/340 St. Charles Street, Houma, Louisiana 70360, faxed to (985) 868-2738, or emailed to [E-mail: purchasing@tpsd.org](mailto:purchasing@tpsd.org)

## **SUBMISSION OF BIDS, QUOTES, AND PROPOSALS**

Bids, Quotes, or Proposals must be submitted on, and in accordance with, all specifications and form(s) supplied in the Bid, Quote, or Request for Proposal package. Pursuant to RS 38:2212 (E), the Terrebonne Parish School Board has partnered with BidSync, LLC and Vendor Registry to distribute bid solicitations and/or collect responses. BidSync.com allows contractors and vendors the ability to respond with an electronic signature through a uniform and secure electronic interactive bidding system. Electronic responses placed on [www.bidsync.com](http://www.bidsync.com) will be accepted as specified in each bid/quote/proposal. Terrebonne Parish School Board accepts no responsibility for any technical failures via BidSync for bid/quote/proposal(s) at any time during the bid process. Electronic responses placed on [www.bidsync.com](http://www.bidsync.com) or the [www.vendorregistry.com](http://www.vendorregistry.com) will be accepted as specified in each bid/quote/proposal. Bidders participating with the BidSync option need to register with BidSync to obtain a user name and password or call Vendor Support at (801) 765-9245. There is a \$100.00 fee to register and receive e-mail or fax notifications of bids and includes the ability to respond electronically, using the required electronic signature, to Terrebonne Parish School Board bid solicitations through the BidSync website. Where applicable, and in all construction projects, an electronic bid bond is also required and must be furnished. The referenced signature and bond are not included in the \$100.00 fee and are available from third party companies. Vendors participating with the



vendorregistry.com option through the TPSB website may register, inquire, and/or submit only a quote or proposal that does not require an electronic signature

Telegraphic or facsimile Bids, Quotes, or Request for Proposals will not be accepted unless specifically stated in the instructions to bidders. When acceptance is so stated in the instructions, the Bid, Quote, or Proposal is to be completed on the form(s) supplied or a copy thereof, completely executed and returned, and received by the Purchasing Agent, no later than the time and date specified for receipt of the Bid, Quote, or Request for Proposal. Forms must have original signatures except when telegraphic, facsimile, or electronic digital signatures are specifically stated as acceptable. Bids must be completed on the original bid form(s) or a copy thereof, signed in ink, and/or where applicable, have a digital signature. Do not send a fax copy of the bid form(s) as the original. The form(s) submitted must have the original signature(s) or an electronic digital signature.

The time and date the Bids, Quotes, or Proposals are to be opened is given in each Bid, Quote, or Proposal issued. All of the Bids, Quotes, or Proposals shall be submitted electronically, or in a sealed envelope, addressed to the **Purchasing Department**, Terrebonne Parish School Board, P. O. Box 5097, Houma, Louisiana 70361, with the envelope plainly marked, **"MEATS AND FROZEN ITEMS"**. Failure to properly mark Bid, Quote, or Proposal properly shall subject submittal to rejection and returned unopened. The name and complete address, including street, city, and state, of the bidder **shall appear** in the upper left hand corner of the envelope. If the Bid, Quote, or Proposal requires a licensed contractor, the Louisiana Contractor's License number shall appear on the front of the envelope. A copy of same may be included with the Bid, Quote, or Proposal. The referenced information should also be included on any outer envelope used for mailing.

Bidders are cautioned to verify their Bid, Quote, or Proposal before submission. Amendments to a received Bid, Quote, or Proposal submitted prior to the specified time for opening by the Purchasing Agent will not be considered. This applies to all Bids, Quotes, or Proposals sent by mail, delivered in person, submitted electronically, as well as telegraphic, and facsimile Bids, Quotes, or Proposals. Bids, Quotes, or Proposals received prior to the time and date of the scheduled bid opening will be securely kept unopened. No Bid, Quote, or Proposal received after the scheduled time for opening will be considered. Bidders are cautioned to allow ample time for transmittal of Bids, Quotes, or Proposals by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. Failure of the U.S. Mail or any carrier of delivery service to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

Bids, Quotes, or Proposals may be submitted for all or part of total quantities or for any or all agency requirements listed in the Bid, Quote, or Proposal, **unless otherwise specified** in the Bid, Quote, or Proposal.

If the bidder proposes to furnish any item of a foreign make or product, the word "foreign", together with the name of the originating country must be written opposite of such item on the Bid, Quote, or Proposal. All items not so designated will be considered to be of domestic origin.

Prices must be extended in decimals, not fractions; to be net, and shall have transportation and delivery charges fully prepaid by the contractor to the destination specified in the Bid, Quote, or Proposal, and subject to only cash discounts.



vendorregistry.com option through the TPSB website may register, inquire, and/or submit only a quote or proposal that does not require an electronic signature

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Bidders are cautioned to verify their Bid, Quote, or Proposal before submission. Amendments to a received Bid, Quote, or Proposal submitted prior to the specified time for opening by the Purchasing Agent will not be considered. This applies to all Bids, Quotes, or Proposals sent by mail, delivered in person, submitted electronically, as well as telegraphic, and facsimile Bids, Quotes, or Proposals. Bids, Quotes, or Proposals received prior to the time and date of the scheduled bid opening will be securely kept unopened. No Bid, Quote, or Proposal received after the scheduled time for opening will be considered. Bidders are cautioned to allow ample time for transmittal of Bids, Quotes, or Proposals by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. Failure of the U.S. Mail or any carrier of delivery service to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

Bids, Quotes, or Proposals may be submitted for all or part of total quantities or for any or all agency requirements listed in the Bid, Quote, or Proposal, **unless otherwise specified** in the Bid, Quote, or Proposal.

If the bidder proposes to furnish any item of a foreign make or product, the word "foreign", together with the name of the originating country must be written opposite of such item on the Bid, Quote, or Proposal. All items not so designated will be considered to be of domestic origin.

Prices must be extended in decimals, not fractions; to be net, and shall have transportation and delivery charges fully prepaid by the contractor to the destination specified in the Bid, Quote, or Proposal, and subject to only cash discounts.



If there is a discrepancy between the unit price and extension, the unit price shall prevail.

All bidders declare that the Bid, Quote, or Proposal is not made in connection with any other bidder submitting a Bid, Quote, or Proposal for the same commodity or commodities, and is in all respects fair, and without collusion or fraud.

All Bids, Quotes, or Proposals will be opened, publicly acknowledged, read aloud, and are subject to public inspection. Bidders may be present or represented at all openings. Abstracts of Bids, Quotes, or Proposals received are not prepared for distribution by the Purchasing Department.

#### ALTERNATES AND SAMPLES

All specifications are minimum standards and the acceptable Bid, Quote, or Proposal samples do not supersede specifications for the quality unless the Bid, Quote, or Proposal sample is judged superior, in which case deliveries must have the same identity and quality as the accepted Bids, Quotes, or Proposal sample. Unless specifically requested in the Bid, Quote, or Proposal, samples are not required. These items are preapproved; however, **all bid specifications / requirements must be met** such as – packaging, cutouts, literature, composite analysis, forms, etc.

Alternates and samples must be submitted by the inquiry and sample deadline specified in the bid documents and will be answered and/or ruled acceptable within seventy-two (72) hours.

If samples are not required, but are later determined to be needed, they shall be delivered within seven (7) days following a written request. Samples must be furnished free of charge and may be accompanied by a descriptive memorandum indicating if the bidder desires a return, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples may be returned upon request at the bidder's risk subject to their expense.

Unless qualified by the provision "No Substitute," the use of a specification, manufacturer, brand, make, or catalog designation in specifying an item does not restrict bidder to that manufacturer, brand, make, or catalog designation identification. This is used simply to indicate the character, quality, and/or performance equivalence for the commodity desired. The commodity on which Bid, Quote, or Proposal is submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally well as that specified. In submitting a Bid, Quote, or Proposal on a commodity other than as specified, the bidder shall furnish complete data and identification with respect to the alternative commodity proposed. Consideration will be given to Bids, Quotes, or Proposals submitted on alternative commodities to the extent that such action is deemed to serve best the interest of the Terrebonne Parish School Board. If the bidder does not indicate that the commodity proposed is an alternative commodity, it will be construed to mean that the bidder proposed to furnish the exact commodity described. The Terrebonne Parish School Board's agent shall be the sole judge as to whether an alternate offered item is equal to the item(s) specified.

The inspection of all commodities and the chemical and physical testing of samples submitted with Bids, Quotes, or Proposals to determine whether or not the samples comply with



specifications shall be made in the manner prescribed by the Agent.

Any item which fails, in any way, to meet the terms of the specifications is subject to rejection or to be paid for at an adjusted price basis. The decision of the Agent shall be final.

#### **TAXES**

Terrebonne Parish School Board is not subject to State or Terrebonne Parish Sales Tax. All applicable taxes including ad valorem taxes shall be the responsibility of the bidder and are to be added in to the offer. This responsibility shall be inclusive of, but not limited to, all levies, impost, duties, charges or withholding whatsoever, all applicable sales, use, personal property, franchise (howsoever calculated), and other tax whatsoever (together with any penalties and fines thereon) whether assessed, levied, or imposed by any governmental or taxing authority (whether foreign, federal, state, or local) against or upon the bidder or otherwise, with respect to any item(s) or the purchase, acquisition, ownership, delivery, leasing, possession, use, operation, control, or other disposition thereof, of the rents, receipts, or earnings arising therefrom, with respect to any resultant lease or purchase of this Bid, Quote, or Proposal.

#### **EXCLUSION/ REJECTION OF BIDS**

The Terrebonne Parish School Board, after the opening of bids, shall require each bidder or bidding entity to attest or submit an attestation that the sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity, has not been convicted of, or has not entered a plea of guilty or nolo contendere (not contest) to any of the crimes or equivalent federal crimes listed in LA R. S. Ann. 38:2227.

In awarding bids or contracts, the Terrebonne Parish School Board shall be authorized to reject the lowest bid from a business in which any individual with ownership interest of five percent (5%) or more has been convicted of, pled guilty or nolo contendere to any state felony crime or equivalent federal crime committed in the solicitation or execution of a contract or bid under the state laws governing public contracts; professional, personal, consulting, and social services procurement; or the Louisiana Procurement Code.

Any contract between the Terrebonne Parish School Board and a person or entity entered into as a result, of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void.

Any person whose conviction causes the nullity of a contract shall be responsible for payment of all costs, attorney fees, and damages incurred in the rebidding of the contract.

#### **AWARD**

Bid, Quote, or Proposal Awards will be to the lowest responsible and responsive qualified bidder, with consideration given to the quality of the articles to be supplied, conformity with specifications, suitability to the requirement of the Terrebonne Parish School Board, and the delivery terms.

The Terrebonne Parish School Board reserves the right to award by item, part thereof, groups



of items, or parts thereof, or all items of the Bid, Quote, or Proposal, and to award contracts to one or more bidders submitting identical Bids, Quotes, or Proposals as to price; to reject any and all Bids, Quotes, or Proposals in whole or in part for just cause; to waive technical defects, irregularities and omissions, such reservations shall comply with governing laws and shall be in the best interest of the Terrebonne Parish School Board.

This agreement is non-exclusive and shall not in any way preclude departments/schools from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources at a lower price. The TPSB reserves the right to buy any of the bid items using a State Contract, or utilize cooperative purchasing, if more favorable prices become available.

The Terrebonne Parish School Board reserves the right to make awards within forty-five (45) calendar days from the date Bids, Quote, or Proposals are opened, unless otherwise specified in the Bids, Quotes, or Proposals. During this period, Bids, Quotes, or Proposals shall not be withdrawn unless the bidder distinctly states in his/her Bid, Quote, or Proposal that acceptance thereof must be made within a shorter specified time. Should an award, in whole or in part, be delayed beyond the period of forty-five (45) calendar days or an earlier date specified by the bidder in the bid/quote/proposal, such award shall be conditioned on an agreement by the successful bidder to extend the Bid, Quote, or Proposal award for one or more thirty (30) calendar day periods.

The bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Bid, Quote, or Proposal.

The quantities listed in the Bid, Quote, or Proposal schedule may be increased or decreased by the Purchasing Agent to meet new or amended requirements of the Terrebonne Parish School Board between the time the Bid, Quote, or Proposal is issued and the time the award is made, subject to the bidder's acceptance.

Pursuant to R.S. 38:2251; R.S. 38:2252, Preference is hereby given to materials, supplies and provisions, produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the state. This provision shall not be applicable if restricted by Federal Law.

Cash discounts may be offered by bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder except in the case of tie Bids, Quotes, or Proposals and then, only provided such discount is based on payment of invoice not less than thirty (30) days after satisfactory delivery and/or receipt of invoice, whichever is later.

The Terrebonne Parish School Board reserves the right to reject the Bid, Quote, or Proposal of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation.

In accordance with LA R. S. 38:2212 et seq., changes to specifications and bid prices cannot be made after bids are received. TPSB must award bid items to ***the lowest responsible bidder or bidders meeting all specifications.*** Awards for bids and all terms and conditions outlined



in this packet will be legally binding. The prices bid shall remain firm until the contract has expired.

#### CERTIFICATE OF INSURANCE

The apparent low bidder shall furnish the certificate of insurance and any other information or documentation no later than ten (10) days after notification by Terrebonne Parish School Board of such. If the apparent low bidder does not submit the proper information or documentation as required within the ten-day period, such bidder shall be declared non-responsive, and Terrebonne Parish School Board may award the bid to the next lowest bidder, and afford the next lowest bidder ten (10) days from the date the apparent low bidder is declared non-responsive to submit the proper information and documentation as required by the bidding documents, and may continue such process until Terrebonne Parish School Board either determines the low bidder or rejects all bids. Please see the attached Insurance Requirements for Vendors, Service Contractors, or Professional Services for the acceptable minimum coverages.

#### CONTRACT

Each Bid, Quote, or Proposal will be received with the understanding that the **ACCEPTANCE** in writing by the school board agent of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the Terrebonne Parish School Board, which shall bind the bidder to furnish and deliver the commodities or services at the prices given and in accordance with conditions of said accepted bid/proposal, specifications, standard bid/proposal contract terms and conditions, and the Terrebonne Parish School Board, on its part to order from such contractors, except for causes beyond reasonable control, subject to the availability of appropriate funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The school board reserves the right to order up to ten (10) percent more or less, than the quantity listed in the bid/proposal or as amended in the award. The right of order percentage may exceed the reserved right of the ten percent upon agreement by the bidder.

The above referenced **ACCEPTANCE** is not an order to shop. By acceptance of a Terrebonne Parish School District purchase order or work order, the awarded vendor agrees to defend and hold harmless the Terrebonne Parish School Board from any or all claims made in connection with the completion of the goods and/or services listed on the purchase order. The vendor further agrees to waive any right of recovery for expenses incurred in defending and/or payment of any judgment imposed on the vendor.

Quantities are subject to order against contractors by school agencies not specifically mentioned, or to transfer between agencies subject to adjustment in the transportation cost, providing such transportation cost is based on separately determined delivery cost to individual agencies or as defined by law.

No alterations or variations of the terms of contract shall be valid or binding upon the Terrebonne Parish School Board unless made in writing and signed by their agent.

Contracts will remain in force for the full period specified and until all articles ordered before date of termination shall have been satisfactorily delivered and/or accepted (and thereafter until



all terms and conditions have been met), unless:

- Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
- Extended from written authorization of the agent and accepted by contractor to permit ordering of unordered balances or additional quantities at contracted price and in accordance with contract terms.

Contract quantities will be determined to have been ordered at expiration period according to contract terms. Contractor shall furnish the agent with a statement of all unordered balances at least ten (10) days prior to termination of contract.

It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or his/her right, title, or interest therein, or his/her power to execute such contract to any other person, firm or corporation, without the prior written consent of the agent.

The placing in the mail to the address given by the bidder or delivery of a notice of award to a bidder will constitute notice of acceptance of contract; **validity shall be contingent upon insurance compliance, as per bid specifications**. When so requested by the Agent, the contractor shall execute a formal contract with the Terrebonne Parish School Board for the complete performance specified therein.

**The contract may be canceled or annulled by the Agent** if the Terrebonne Parish School Board, due to budget constraints, does not appropriate funding for the contract or upon nonperformance of contract terms. Any unfulfilled deliveries against such contract may be purchased from other sources at the contractor's expense.

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the agent, or failure to make replacement of rejected commodities when so requested (immediately or as directed by the Agent) will constitute authority for the Agent to purchase rejected on undelivered commodities in the open market. The Agent reserves the right to authorize immediate purchase in the open market against rejections or excess overdue deliveries on any contract when necessary. On all such purchases, the contractor agrees promptly to reimburse the Terrebonne Parish School Board for excess costs associated by such purchases. However, should public necessity demand it, the Terrebonne Parish School Board reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

When commodities are rejected, they must be removed by the contractor from the premises of the school board within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered abandoned, and the Terrebonne Parish School Board shall have the right to dispose of them as its own property.

Orders with contractors will be placed by agencies directly with the contractor. All orders shall be in writing and shall bear the contract number and/or purchase order number, and approval of the Terrebonne Parish School Board's Agent. Contractors making a delivery without a formal written order does so at his/her own risk.



The Agent reserves the right to remove from the mailing list for an intermediate period for future Bids, Quote, or Proposals the name of any bidder/contractor for failure to accept the contract and/or for unsatisfactory performance of the contract.

Contractor/Bidder hereby guarantees to:

- Perform the contract in accordance with the Bid, Quote, or Proposal specifications and vendor's Bid, Quote, or Proposal under which the contract was awarded.
- Save the Terrebonne Parish School Board, its agent, or employees harmless from liability of any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature, including costs and expenses for the use of any copyrighted or not copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee, but not by way of limitation, attorney's fees, and court costs arising out of bodily injury to persons, including death or damage to tangible property, arising out of or incidental to the performance of this Bid, Quote, or Proposal (including goods and services provided thereto) by or on behalf of the successful bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnitee excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed the indemnitee: The Terrebonne Parish School Board, its board members, agents, and employees.
- Guarantee his/her products against defective material or workmanship, and to repair, or replace any damage or marring occasioned in transit.
- Guarantee that the items offered are the manufacturer's standard design in construction, and that no changes or substitutions have been made in the items listed in this contract.
- Furnish adequate protection from damage for all work and to repair damages of any kind, for which he/she or his/her employees are responsible, to the premises or equipment, to his/her own work or to the work of other contractors.
- Pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules, and regulations of the city, town, and parish in which the installation is to be made, and of the State of Louisiana.
- At bidder's own expense, carry proper insurance to protect the Terrebonne Parish School Board from loss. All insurance policies shall be issued by companies that have insurance licenses and authority to do business in the State of Louisiana and held in good standing by the latest information available to Louisiana Insurance Regulators or other Louisiana agencies, if any, performing such services.
- Upon request, provide Terrebonne Parish School Board's insurance agent with a certificate(s) to verify insurance coverage as required (See Attached Insurance Requirements). **Such certificate must be presented before any contract acceptance by the Terrebonne Parish School Board shall be valid.** Neither approval nor failure to disapprove the insurance furnished by the successful bidder to the Terrebonne Parish School Board shall relieve the successful bidder of the responsibility to provide insurance



as required in this Bid, Quote, or Proposal.

- The General Contractor shall be responsible, daily, for assuring that all of the Contractors' staff and employees, and any subcontractors' staff and employees, are legally documented to work in the United States of America and the State of Louisiana while working on Terrebonne Parish School Board projects and/or properties. The General Contractor shall be responsible for assuring that there is an English speaking Supervisor on site while working on Terrebonne Parish School Board projects and/or properties.

#### DELIVERY

Orders are to be placed by purchase order and the vendor shall not accept orders without first obtaining a purchase order approved and signed by the School Board's Purchasing Agent. Generally purchase orders are mailed, although may be faxed or emailed. Purchase orders for various quantities and amounts will be issued as needed, throughout the term of the Contract.

Contractor should maintain an adequate supply of items in order to meet specified delivery. All shipments shall be free inside delivery and F.O.B. destination (from contractor's to customer's location) to the address specified by the customer on the purchase order, and including to those sites where multiple locations exist at the same address (example- purchasing, child nutrition, maintenance, and warehouse, etc.). The contractor is required to make shipments to an individual office at the discretion of the customer. The contractor shall have delivery personnel on staff to deliver a minimum of 85% of all orders. Third party (UPS, DHL, etc.) deliveries shall be accepted, but paid by contractor as per the specific "ship to" requirements of the School Board and this bid.

Deliveries shall be made Monday through Friday, except on School Board holidays between the hours as follows:

Central Offices	8:00 AM-3:00 PM
High Schools	8:00 AM-2:00 PM
Jr. High Schools	8:00 AM-2:00 PM
Middle Schools	8:00 AM-2:30 PM
Elementary Schools	8:00 AM-2:30 PM
Warehouse	8:00 AM-2:30 PM

There are approximately forty-eight (48) "ship to" destinations or delivery sites throughout the Parish of Terrebonne comprising of the central offices, departments, and schools (hereafter may be referred to as "Agencies"). During the design phase of Southdown Elementary, 1124 St. Charles Street, there will be alternate delivery sites.

The Contractor shall provide confirmations of order receipts and credit returns. The Contractor shall have a process in place to notify the School Board of any discrepancies related to the order, i.e. pricing, incorrect stock numbers, unit of measures, etc., within eight (8) business hours of receipt of order, in order to provide timely resolutions to the Agency. The Contractor shall also have a process in place where the School Board may opt to cancel an order in its entirety, or any portion thereof that is not already filled or delivered. This process is normally determined at the time of establishing the account. The Contractor shall include a packing slip, which will be used for receiving delivered items. All items not included in the order shall be noted on this packing slip. The packing slip shall include, but not necessarily limited to, the



following:

- The School Board's assigned purchase order number
- Ship-to Address, contact name and (where applicable) telephone number
- Bill to address
- Date of order
- Contract number
- Catalog stock number, item description, net unit cost, unit of measure
- Quantity ordered, quantity shipped, quantity on back-order
- Extended and total dollar amounts
- The School Board's account number
- The Contractor's assigned sales order number

**The Contractor shall provide a packing slip, bill of lading, or "proof of delivery"**, which will be signed by the customer receiving the delivery. This document must list the School Board's assigned purchase order number, the number of packages received, the delivery address, the contact person, and (where applicable) the telephone number. This is the minimal information needed to ensure the proper matching of the document with the packing slip, the School Board's purchase order number, and the invoice number. This document will not solely serve as an "Acceptance of Order".

It shall be understood and agreed that any or all commodities or services furnished comply fully with all applicable federal and state laws and regulations.

Any equipment delivered must be standard new equipment and latest model, except as otherwise stated in the specifications. Where any, part, or normal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Equipment, materials, and supplies delivered must be new and unused items, except as otherwise specifically state in Bid, Quote, or Proposal.

Delivery must be made as ordered and in accordance with Bid, Quote, or Proposal. If no delivery instructions appear on the order, it will be interpreted to mean prompt delivery and **if shipped by freight shall be FOB tailgate delivery, unless otherwise specified**. The decision of the Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

Any request for extension of time of delivery from that specified must be approved by the Agent, such extension applying only to the particular item or shipment.

Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing, sacks, or pallets. Shipping containers are to remain the property of the school board unless otherwise stated in the Bid, Quote, or Proposal.

The contractor shall notify the school site or facility within 48 hours of any item on an order that cannot be filled within the specified three (3) day delivery period. The balance of the order shall not be held due to the back-order item(s).



Only brands and product numbers stated in the catalog award are approved for delivery under this contract. Any substitutions shall receive prior written approval from the School Board's Purchasing Agent.

The contractor shall notify the School Board's Purchasing Agent of any eligible item that is discontinued by a manufacturer. This notification must be substantiated by written notice from the applicable manufacturer. A request for a replacement item of comparable value and quality shall be sent to the School Board's Purchasing Agent for review/approval within 14 days after notification.

The Contractor shall arrange for the return of all defective, outdated, and/or damaged products, and/or duplicate shipments received by the School Board within seven (7) days of notification. A credit, if applicable, is expected within a reasonable amount of time. The contractor shall not charge to restock or charge a pickup fee for such returns. No more than five (5) returns are permissible per 100 orders delivered per month.

The Contractor shall arrange for the return of products ordered in error. The School Board may be responsible for shipping charges and a restocking fee not to exceed 15% of the actual sale price of the item, if applicable. Restocking charges will only be applicable for items the contractor does not normally carry in their inventory and must order from a special source. Returned products must not have been used, remain within the manufacturer's original packaging container, and include, in good condition, all manufacturer's packaging and instructions.

All returns described above may be executed within seven (7) days of receiving an order. A Return authorization shall be issued by the contractor within seven (7) days of notification by the School Board. The contractor shall promptly credit the invoice and issue a credit notification to the school board.

#### **INVOICING AND PAYMENT**

Invoices submitted by the contractor to the Terrebonne Parish School Board shall refer to the delivery ticket number, delivery date, purchase order, and/or release number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor to the Terrebonne Parish School Board at P.O. Box 5097, Houma, LA 70361.

The Contractor shall submit the invoice in accordance with the "bill to" instructions on the Terrebonne Parish School Board's order. The invoice shall include, but not limited to, the following:

- The School Board's assigned purchase order/ work order number
- Ship-to Address, contact name and (where applicable) telephone number
- Bill to address
- Date of order
- Contract number
- Quantity ordered, quantity shipped, quantity on back-order, service provided
- Extended and total dollar amounts



- The School Board's account number

Payment is net 30 from receipt of an approved and correct invoice. The School District pays by invoice only, not by statement. Invoices not referencing a valid purchase order/ or work order number and proof of delivery will be returned unpaid.

Where there is a question of non-performance, payment in whole or in part may be withheld. In the event a discount is involved, the withholding of payment as provided herein shall not deprive the Terrebonne Parish School Board from taking such discount.

All charges against a contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the contractors shall pay the Terrebonne Parish School Board, on demand, the amount of such charges. All remittances shall be made payable to the Terrebonne Parish School Board.

Payment for the unused portion of an inferior delivery may be made by the Terrebonne Parish School Board on an adjusted price basis, as determined by the agent.

#### **SAVING CLAUSE**

It is understood and agreed that the contractor shall not be held liable for any loss resulting if the fulfillment of the terms of the contract, shall be delayed or prevented by wars, acts of public enemies, strikes, fire, floods, acts of God, or any other acts not within the control of the contractor and which by exercise or reasonable diligence.

Should the performance of any contract be delayed or prevented as set forth in the previous paragraph, the contractor agrees to give immediate written notice and explanations of the cause and probable duration of any such delay.

It shall be a requirement of the Terrebonne Parish School Board that any contracted vendor currently employing a person convicted of a sex offense as defined in Louisiana R.S. 15:541 when the victim is under the age of thirteen years shall not permit same employee to enter any Terrebonne Parish School Board property for the purpose of fulfilling work order or delivery of active contract. Violation of this provision shall be cause for immediate termination and/or cancelation of any contract or agreement with contracted vendor.

#### **DEVIATION/ALTERNATIVE BID/PROPOSAL CLAUSE**

Any deviation from the specifications listed in the Bid, Quote, or Proposal must be noted in detail and submitted in writing as specified or on a separate document with the Bid, Quote, or Proposal. It must include specific reasons as to why the deviation(s) will render equivalent or better performance and reliability. The deviation(s) must meet or exceed the details of the respective specifications(s). The absence of this specification deviation information will hold the bidder strictly accountable to the specifications as written. Failure to submit documentation of specification deviation shall be grounds for rejection of the item(s) when offered for delivery. A Terrebonne Parish School Board evaluation committee will review all deviations or alternates and reserves the right to be the sole authority for acceptance or rejection of deviations and/or alternate Bid, Quote, or Proposal.



### **BIDS/PROPOSAL COMPLETION**

Only paper Bids, Quotes, or Proposals written in ink or typed, and properly signed by a member of the firm or duly authorized representative will be accepted. Pencil figures, signatures, or photo copies of signatures on the Bid, Quote, or Proposal form submitted will disqualify the bidder. Do not submit a photo copy as an original Bid, Quote, or Proposal unless otherwise specified. Electronic digital signatures will be accepted only if specified.

### **ERASURES**

The Bid, Quote, or Proposal submitted must not contain any erasures or corrections unless each correction is initialed by the person or persons signing the Bid, Quote, or Proposal in the margin immediately opposite the correction.

### **WARRANTIES**

If specific warranties on equipment, vehicles, supplies, and materials specified are not required, they are to be standard manufactures and/or dealer's warranties. If full warranty is specified, it shall include parts, labor, and all other associated cost. Warranty shall be for all components of the related item, i.e. warranty on computer system shall include all components including, but not limited to, base processing unit, keyboard, mouse, monitor, speakers, drives, etc. With regard to a lease, to the extent permitted by law and contract, the successful bidder will assign and pass through without representation to Terrebonne Parish School Board the benefits of warranties, if any, of the supplier of the items for the duration of any lease in effect and there exist with no event of default thereof.

### **BID/QUOTE/PROPOSAL RESPONSE**

In the event you cannot submit a response on the requirements, please return the request for Bid, Quote, or Proposal form with an explanation as to why you are unable to submit an offer. Also, please state whether you would like to receive future Bid, Quote, or Proposal bid packets, and include the correct address that will receive the Bid, Quote, or Proposal bid packet.

### **VENUE AND JURISDICTION FOR LITIGATION**

Bidders and the Terrebonne Parish School Board do consent to and accept the venue and jurisdiction of the 32nd Judicial District, Parish of Terrebonne, State of Louisiana in the event of any dispute or lawsuit arising as a result of this request for bids or proposals and any contract entered into or between bidder and Terrebonne Parish School Board, as a result thereof.

### **INELIGIBILITY NOTIFICATION**

Bidders must advise the agent if he/she or his/her principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transactions resulting from the award of this Bid, Quote, or Proposal by any federal department or agency.



## REQUIRED CONTRACT PROVISIONS FROM APPENDIX II OF 2 CFR PART 200

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

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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence (Appendix II of 2 CFR Part 200(I)).

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

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

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



Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).

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

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

#### **Required Contract Provisions from 2 CFR Part 200**

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)

The vendor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321)

#### **Other Contract Provisions**

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*.

#### **EQUAL LOW BIDS**

Contracts shall be awarded in the following order of priority when two or more low bids are equal in all respects:

- a) Small business concerns that are also labor surplus area concerns.



- b) Other small business concerns. (As defined by the United States Small Business Administration).
- c) Other business concerns.

If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

### **RETURN OF DISCOUNTS, CREDITS, AND REBATES TO TERREBONNE PARISH SCHOOL BOARD**

Allowable cost will be paid from the non-profit school food service account to the offeror/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under this contract, to the extent those credits are allocable to the allowable portion of cost billed to the Terrebonne Parish School Board. The offeror agrees to fully disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from a supplier; the offeror/contractor must disclose and return to Terrebonne Parish School Board the full amount of the discount, rebate, or applicable credit that is received based on purchases made on behalf of Terrebonne Parish Child Nutrition Program. All discounts, rebates, allowances, and incentives must be returned to the Child Nutrition Program during a mutually agreed upon time frame that is beneficial to the School District.

"Cost Plus" bids will not be accepted.

### **PROTEST AWARDS**

To initiate a protest of an award recommendation, a business must follow these steps:

- The protest must be received in writing within 5 business days of the recommendation of the Building, Food Service, and Transportation Committee.
- The written protest should include the bid number and should clearly identify the facts believed to constitute an error in the award recommendation and the desired remedy.
- The protesting bidder should focus on identifying the following in their letter of protest:
  - Any specific Louisiana/Federal statute that was violated (such as the application of a required preference)
  - Any specific purchasing policy of the Terrebonne Parish School District that was not applied (such as conflict of interest, fraud, or ethics violation).
  - Any specific solicitation instruction that was not followed (such as the evaluation and award instructions)
- Only the information provided within the protest period will be considered in arriving at a decision. The Purchasing Agent is not required to take into consideration any material filed by any party after the protest deadline.
- The Purchasing Agent or their designee will investigate and provide a written response to the protesting party. This decision is final.
- Until issuing a final decision on a timely protest, the Purchasing Agent will not finalize an award of a contract or purchase order pursuant to a disputed solicitation. However, if



there is a threat to public health, safety, or welfare, or danger of immediate and substantial harm to state property from delay in making an award, the Purchasing Agent may proceed with an award and document the justification for such action.

- A revised award recommendation, based on a protest review, does not assure that there will be a new protest period.

The Freedom of Information Act (FOIA) process is not related to the protest process and is not a reason for a protest period extension.

## **RECORD RETENTION**

The successful bidder agrees to retain all books, records, and other documents relative to this agreement for three (3) years after the final payment for audit purposes and to make said records available upon request.



**TERREBONNE PARISH SCHOOL BOARD  
CHILD NUTRITION PROGRAM  
340 ST. CHARLES STREET  
P.O. BOX 5097  
HOUMA, LA 70361**

March 21, 2018

TO: Bidders – Meats and Frozen Items

FROM: Mrs. Monica Walther, MS, RD, LDN  
Supervisor, Child Nutrition Program

If you are **not bidding** on the current bid but would like to remain on our bid list, please complete and return this form. Failure to return this form will result in your name being removed from our bid list.

Company name: \_\_\_\_\_  
(Please print)

Address: \_\_\_\_\_  
(Street/P.O. Box)

\_\_\_\_\_  
(City) (State) (Zip)

Representative: \_\_\_\_\_  
(Please print)



## BID CHECK LIST

Items that should be returned with your bid:

- \_\_\_\_\_ Original Bid Form w/ Signature Sheet; Signed (shall be returned with Bid)
- \_\_\_\_\_ Buy America Provision
- \_\_\_\_\_ Certification Regarding Debarment
- \_\_\_\_\_ Certification Regarding Lobbying
- \_\_\_\_\_ Disclosure of Lobbying Activities
- \_\_\_\_\_ Certificate of Independent Price Determination
- \_\_\_\_\_ Owner Disclosure Certificate
- \_\_\_\_\_ Cuts and descriptive literature (where applicable)
- \_\_\_\_\_ Verification of envelope (See Attachment A)
- \_\_\_\_\_ Vendor Insurance Certificate (Required if you are the successful vendor)

It is our preference that all of the above forms must be completed (where applicable), signed by the vendor and returned with your bid. If a form is not applicable, write N/A where not applicable, **sign the form and return it**. Failure to complete, return and/or sign any of the forms may be cause to reject your bid.

Deadline for bid is Monday, April 16, 2018 @ 1:00 P.M.

The Certification Regarding Debarment, Certification Regarding Lobbying, Disclosure of Lobbying Activities, Certificate of Independent Price Determination, and Cuts and Descriptive Literature, Owner Disclosure form, and Buy America Provision form should be returned with bid, but no later than 3:00 P.M. on Wednesday, April 18, 2018.



# Terrebonne Parish School District

Child Nutrition Program

## Request for Bid Quotes

### MEATS AND FROZEN ITEMS

Bid Group: MEAT & FROZEN FOOD 15 From: 7/1/2018 To: 12/31/2018  
 Opening On: 4/16/2018 Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
APPLE CINN CAKE		10 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> BAKE CRAFTERS	72/2 oz SERVING	413	
<input type="checkbox"/> JSB	80/2.25 oz SERVING	78626	
<input type="checkbox"/> or Preapproved Equal			

#### Specifications:

Apple Cinnamon cake, whole grain baked good to have less than 30% calories from fat; no trans fat. Ind. Wrapped thaw and serve product. To meet 1 serving of Bread/Grain for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED

BARBEQUE PORK RIB PATTIES		88,000 servings	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> ADVANCE	100/2.500 oz SERVING	CN58225	075910
<input type="checkbox"/> DON LEE	216/2.250 oz SERVING	CN582253	075910
<input type="checkbox"/> PIERRE	100/3.000 oz SERVING	3816	
<input type="checkbox"/> or Preapproved Equal			

#### Specifications:

Barbequed pork shaped rib pattie, fully cooked, total fat 10 grams or less. CN Label required. Must meet 2 oz M/MA for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED



## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
BEEF PATTIE, CHARBROILED		30,000 servings	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> ADVANCE	200/2.5 oz SERVING	155-425-20	069616
<input type="checkbox"/> AMERICAN FOODS GROUP	200/2.5 oz SERVING	290506	CN 290506
<input type="checkbox"/> DON LEE	198/2.5 oz SERVING	CN202503	081841
<input type="checkbox"/> J.T.M.	228/2.2 oz SERVING	CP5661	074153
<input type="checkbox"/> MAIDRITE	192/2.5 oz SERVING	03425	076325
<input type="checkbox"/> PIERRE	135/2.5 oz SERVING	3873	CN 069367
<input type="checkbox"/> TYSON	120/2.15 oz SERVING	9780-328	068512
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Beef Patty, precooked. Lower fat of 8 gram or less. CN Label required. Must meet 2 oz M/MA for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED

BEEF ROAST SLICES		55 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> MAIDRITE	30 lb	06100	086978
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Fully cooked beef sandwich slices to provide 2 oz equivalent M/MA for the Child Nutrition Program. CN Label Required.\*\*Nutritionals Required

BEEF SAUSAGE BISCUIT WG, IW		200 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> ADVANCE/PIERRE	100/2.550 oz SERVING	0464	090406
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Fully cooked whole grain biscuit & beef patty to provide a minimum of 1 oz M/MA and 1 WG Bread serving for the Child Nutrition Program. Individually Wrapped. CN Label required.\*\*NUTRITIONALS REQUIRED



## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
BEEF STRIP WITH TERIYAKI SEASONING		400 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> DON LEE	640 (0.750 oz) BOX	CNTD0753	075723
<input type="checkbox"/> JTM	640 (0.620 oz) BOX	5850CE	091270
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Beef patty strips glazed with teriyaki seasoning. One serving to provide 2 oz M/MA for the Child Nutrition Program. CN Label required.\*\*NUTRITIONALS REQUIRED

BEEF, GROUND 85-15		75 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FOODWAY	3/10 lb		
<input type="checkbox"/> THOMPSON	3/10 lb	136-GB	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Beef, ground, frozen. IMPS 136-La. Cet., 85-15. La. or U.S. Utility, 10# bags. 40# box maximum weight.\*\*NUTRITIONALS REQUIRED

BISCUIT, CHICKEN		450 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> ADVANCE/PIERRE	100/2.90 oz SERVING	68102	090361
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Frozen, fully cooked, breaded chicken patty on a 51% whole grain buttermilk biscuit. Individually wrapped in a clear ovenable film. One biscuit sandwich provides a minimum 0.75 oz M/MA and 2 bread serving for the Child Nutrition Program. CN Label required. No Trans fat.\*\*NUTRITIONALS REQUIRED

BISCUIT, WHOLE GRAIN		150 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> BAKE CRAFTERS	216/2.20 oz SERVING	1023	
<input type="checkbox"/> CONESTOGA/C-H-GUENTHER & SON	216/2.200 oz SERVING	3078	
<input type="checkbox"/> RICH	182/2.6 oz SERVING	13457	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Biscuit dough frozen puck, 51% whole grain to contain no trans fat; lower in sodium. Must meet 2 bread/grain for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED



## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
BREAD, WHOLE WHEAT PULLMAN LOAF (FROZEN)		275 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> BAKE CRAFTERS	12/28 oz Loaves	3357	
<input type="checkbox"/> ROTELLA'S BAKERY	8/18 oz Loaves	00173	
<input type="checkbox"/> Sky Blue Bakery	8/28 oz Loaves	WGSB826	
<input type="checkbox"/> SUPER BAKERY	8/28 oz Loaves	7677	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Whole Grain, white Frozen sliced loaf bread. Each slice must provide 1 oz equivalent WG bread serving for the Child Nutrition Program. First ingredient to be 100% whole white wheat; 24 - 26 usable slices per loaf. Will evaluate based on number of sandwiches made per loaf.\*\*NUTRITIONALS REQUIRED

BREAKFAST BAGEL PIZZA		600 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> NARDONE BROS.	96/3.800 oz SERVING	96WBBSA	088614
<input type="checkbox"/> TONY'S/BEACON STREET	96/2.750 oz SERVING	72814	085199
<input type="checkbox"/> or Preapproved Equal			

Specifications:

51% Whole grain bagel topped with mozzarella & breakfast sausage with TVP. Provides at least 1 oz M/MA and 1 WGB for the Child Nutrition Program. CN label required.\*\*NUTRITIONALS REQUIRED

BREAKFAST BAR, SAUSAGE		50,000 servings	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> NARDONE BROS.	80/3.000 oz SERVING	80WBTS GA	083152
<input type="checkbox"/> THE MAX	192/2.660 oz SERVING	77387-12708	084748
<input type="checkbox"/> TONY'S/BEACON STREET	128/3.000 oz SERVING	78352	081205
<input type="checkbox"/> or Preapproved Equal			

Specifications:

51% Whole Grain frozen sausage pizza bar. CN label required. Yields at least 1 oz M/MA and 1 oz whole grain bread for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED



## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
BREAKFAST LINK-N-BUN		225 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> ADVANCE/PIERRE	100/2.450 oz SERVING	68060	092592 ? D/C ?
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Fully cooked, mini beef sausage link on a min. 51% whole grain bun. To provide 1 M/MA and 1 Bread grain for the Child Nutrition Program. CN label required.\*\*NUTRITIONALS REQUIRED

BROCCOLI, CHOPPED FROZEN		225 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FINE LINE	12/2.5 lb		
<input type="checkbox"/> GARDEN FRESH	12/2.5 lb		
<input type="checkbox"/> GREEN LINE	12/2.5 lb		
<input type="checkbox"/> RESTAURANT PRIDE	12/2.5 lb		
<input type="checkbox"/>			

Specifications:

Broccoli, Frozen: Chopped, 25% head material, to be packed to U.S. Grade A standard.

BURRITO, TACO SNACK		30,000 servings	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FERNANDO'S	60/5.000 oz SERVING	5211	090426, 091059
<input type="checkbox"/> LOS CABOS	96/4.750 oz SERVING	94620	087799
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Burrito, taco snack - beef & cheese. To provide 2 oz M/MA and minimum of 2 Whole grain bread serving for the Child Nutrition Program. Individually wrapped. CN labeled.\*\*NUTRITIONALS REQUIRED

CARROTS, BABY WHOLE		35 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FINE LINE	20 lb	1	
<input type="checkbox"/> SIMPLOT	20 lb	10071179184713	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Whole Baby Carrots to be peeled 1 1/2' to 2 1/4' length and 3/4' in diameter.



MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
CAULIFLOWER FLORETS, FROZEN		280 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FINE LINE	20 lb	1	
<input type="checkbox"/> GARDEN FRESH	20 lb	#2	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Frozen Cauliflower Florets Grade A; 25% head material to meet grade specifications; US Grade A

CHEESE BREADSTICK		200 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> GILARDI/ THE MAX	108/3.000 oz STICK	16272-20118	090842
<input type="checkbox"/> SCHWAN'S	108/3.000 oz STICK	68765	083528
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Cheese filled bread stick to be 51% whole grain and filled with 100% mozzarella cheese. One stick to provide a minimum of 1 M/MA and 2 Whole bread grain servings for the Child Nutrition Program. CN label required. Provide sleeves if available.\*\*NUTRITIONALS REQUIRED

CHEESE, AMERICAN, SHREDDED LOW FAT		130 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> BONGARDS' CREAMERIES	4/5 lb	75541-1	
<input type="checkbox"/> LAND O LAKES	4/5 lb	41728	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Shredded American Cheese, 4/5 bags per case. Must be low fat, 2% milk.\*\*NUTRITIONALS REQUIRED

CHEESE, AMERICAN, SLICED, LOW FAT YELLOW		200 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> BONGARDS' CREAMERIES	6/5 lb	10132	
<input type="checkbox"/> LAND O LAKES	6/5 lb	46253	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Cheese, American, yellow, sliced. Must be low fat, 2% milk. \*\*NUTRITIONALS REQUIRED



**MEATS AND FROZEN ITEMS**

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
CHEESE, HOT PEPPER, SLICED		40 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> BONGARDS CREMERIES	4/5 lb	10341-1	
<input type="checkbox"/> LAND O LAKES	6/5.000 lb		
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Cheese, pepper jack, sliced. Must be low fat, 2% milk.\*\*NUTRITIONALS REQUIRED

CHEESE, MOZZARELLA, LOW MOISTURE		60 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> LAND O LAKES	4/5 lb	41698	
<input type="checkbox"/> SCHREIBER	4/5 lb	54242	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Cheese, mozzarella, low moisture. Moisture not more than 52%, not less than 45%. Federal standards of identity: Code of Federal Regulations, 21, Food & Drugs, Part: 19.605.\*\*NUTRITIONALS REQUIRED

CHICKEN BREAST FINGERS		30,000 servings	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> Fit Foodz	312 (1.000 oz) CASE	4030104	095523
<input type="checkbox"/> PRIMEPAK FOODS	159 (1.000 oz) CASE	2728810	085891
<input type="checkbox"/> PROVIEW FOODS	306 (1.000 oz) CASE	46015-WG	089907 or 089908
<input type="checkbox"/> RICH CHICKS	318 (1.000 oz) CASE	RC54403	088633
<input type="checkbox"/> TYSON	330 (1.50 oz) CASE	703322-928	084315,089563
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Chicken breast with rib meat is 1st ingredient, & TVP allowed as 2nd or 3rd ingredient. Each pre-cooked, frozen portion provides a minimum of 2 oz M/MA & 1 WG bread serving. CN label required.\*\*NUTRITIONALS REQUIRED



## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

**Item Description****Delivery Notes****Quantity Notes****Price per Case**

CHICKEN BREAST PATTIE, BUFFALO

735 cases

\$

**Choose 1****Brand****Case / Unit Description****Product Code****CN Label**☐

PROVIEW FOODS

104/3.000 oz SERVING

50025-WG

086433

☐

RICH CHICKS

106/3.000 oz SERVING

RC54407

088637

☐

or Preapproved Equal

## Specifications:

Buffalo style Chicken patty, fully cooked, frozen. Breeding to be minimum of 51% whole grain. Patty to provide a minimum of 2 oz M/MA and .75 oz WG Bread per serving for the Child Nutrition Program. Cases to bear the US inspection shield. CN Label required.\*\*NUTRITIONALS REQUIRED

CHICKEN COOKED DICED

100 cases

\$

**Choose 1****Brand****Case / Unit Description****Product Code****CN Label**☐

TYSON

2/5 lb

046012-0928

☐

or Preapproved Equal

## Specifications:

Chicken, fully cooked, low sodium diced, 60/40 white/dark meat; 1/2" diced. Packed 2/5lb cases. CN Portion: 2.3 oz of product to meet 2 M/MA for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED

CHICKEN PATTIE, BREADED

45,000 servings

\$

**Choose 1****Brand****Case / Unit Description****Product Code****CN Label**☐

PRIMEPAK FOODS

53/3.000 oz SERVING

2728830

084951

☐

PROVIEW FOODS

104/3.000 oz SERVING

50415-WG

087212, 089937

☐

RICH CHICKS

106/3.000 oz SERVING

RC54404

088634

☐

TYSON

150/3.500 oz SERVING

70304-928

084314/NHL

☐

or Preapproved Equal

## Specifications:

Chicken patty breaded, first ingredient to be chicken breast with rib meat, precooked, frozen, patty to provide 2 oz M/MA and 1 WG bread serving for the Child Nutrition Program. Cases to bear US inspection shield. CN label required.\*\*NUTRITIONALS REQUIRED



**MEATS AND FROZEN ITEMS**

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
CHICKEN PATTIES, UNBREADED		45,000 servings	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> ADVANCE/PIERRE	100/2.600 oz SERVING	9835	036868
<input type="checkbox"/> GOLDKIST/ PILGRIMS PRIDE	128/2.500 oz SERVING	06646	073573
<input type="checkbox"/> PROVIEW FOODS	63/2.500 oz SERVING	55000	074810
<input type="checkbox"/> or Preapproved Equal			

**Specifications:**

Chicken patties, first ingredient to be boneless, skinless chicken breast with rib meat, unbreaded and charbroiled. To provide 2 oz M/MA for the Child Nutrition Program. CN label required.\*\*NUTRITIONALS REQUIRED

CHICKEN RINGS		80,000 servings	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> PROVIEW FOODS	430 (0.720 oz) BAG	42015WG	089362
<input type="checkbox"/> TYSON	750 (0.740 oz) BAG	70366-928	086266, 086267,
<input type="checkbox"/> or Preapproved Equal			

**Specifications:**

Fully cooked chicken breast with rib meat, frozen. CN label required. Five rings equals 2 oz M/MA and 1 WG bread serving for the Child Nutrition Program. 10-20# case. TVP allowed as one of the first 3 ingredients.\*\*NUTRITIONALS REQUIRED

CHICKEN THIGH		12,000 servings	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> Fit Foodz	59/5.400 oz SERVING	4050102	
<input type="checkbox"/> FOODWAY	96/8.00 oz SERVING	IQFT	
<input type="checkbox"/> TYSON	96/7.700 oz SERVING	008808	073082
<input type="checkbox"/> or Preapproved Equal			

**Specifications:**

Chicken Thighs, US Grade A, IQF portion control, each serving to provide 2 M/MA for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED

## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
CORN DOG, WG		60,000 servings	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> DON LEE	72/4.000 oz SERVING	CN34072WG	092937, 087504
<input type="checkbox"/> FOSTER FARMS	72/4.000 oz SERVING	95150 Chicken	089722
<input type="checkbox"/> Monogram Food Solutions	72/4.000 oz SERVING	11395	091796
<input type="checkbox"/> STATE FAIR	48/4.000 oz SERVING	28322	CN085039
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Whole grain poultry corn dog, to provide 2 M/MA and 2 WG bread servings for the Child Nutrition Program. CN label required.\*\*NUTRITIONALS REQUIRED

CREOLE SEASONING , FROZEN		110 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> FINE LINE	12/2.000 lb		
<input type="checkbox"/> SIMPLOT	12/2.000 lb		
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Chopped creole seasoning. Frozen. To be celery, onions, and bellpeppers. 12/2#

EGGS, FROZEN		50 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> Papetti's Froze' n Ready	6/5 lb	46025-65987-00	Michael Foods In
<input type="checkbox"/> REMBRANDT FOODS	6/5 lb	3321-003-500-000	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Plain whole eggs with 24.2% solids. Frozen egg product to be used for baking goods. 6/5 pound cartons per case. Shelf life Frozen: 1 year from processing date when stored at or below 0 degrees F. 7 days unopened and best when used within 3 days after opening. Product shall have a minimum of 10 months frozen shelf life when received.\*\*NUTRITIONALS REQUIRED



MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
FISH PATTIE		50,000 servings	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FISHERY PRODUCTS	80/3.600 oz SERVING	1089869	086953
<input type="checkbox"/> NORTH ATLANTIC	44/3.600 oz SERVING	3250B3D7	089336
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Breaded single frozen Alaskan Pollock protion to provide 2 oz M/MA and 1 WG bread serving for the Child Nutrition Program.  
Commerical - Grade A. CN label required.\*\*NUTRITIONALS REQUIRED

FLAT BREAD		400 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> RICH'S	192/2.200 oz SERVING	14010	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Whole grain flat bread to be minimum 51% whole wheat; to weigh a minimum of 56 grams to meet 2 WG bread servings for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED

FLAVORED CRUNCH BAR		10 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> THE FATHER'S TABLE	120/2.250 oz SERVING	01186 OR 01194	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Lemon Chip Crunch Bar - chewy snack/breakfast item with lemon flavoring. Individually wrapped, made with 100% whole grain.  
Product to weight a minimum of 2.25 oz.\*\*NUTRITIONALS REQUIRED

FRANKFURTERS		6,500 pounds	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> BUTTERBALL /LONGMONT	2/5.000 lb	22655-61886	71168
<input type="checkbox"/> JENNIE-O	4/5.000 lb	6128-69	80057/41437
<input type="checkbox"/> PERDUE	2/5.000 lb	65669cn	Pending CN
<input type="checkbox"/> SFG Speciality Food Groups	2/5.000 lb	5659	082905
<input type="checkbox"/> TYSON	2/5.000 lb	16751 Briar Stre	071489
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Frankfurter, poultry frank, Formula A, Color A, Style C.Frozen. 8 per pound. To be 2 oz each. Must meet 2 M/MA for the Child Nutrition Program. CN label required.\*\* NUTRITIONALS REQUIRED

## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
FRUIT FREEZE/SORBET CUP		73,000 servings	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FRUIT FIESTA	72/4.5 oz SERVING	500411 / 500414	
<input type="checkbox"/> LUIGI'S / J&J SNACK FOODS	96/4.4 oz SERVING	48442/48443	
<input type="checkbox"/> RIDGEFIELD'S SIDEKICKS	84/4.4 oz SERVING	2015 / 2009	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Frozen fruit cup that provides a 1/2 cup of fruit/fruit juice for the Child Nutrition Program. Shall weigh a minimum of 4.2 oz and to provide 100% RDI of Vitamin C. No added sugar.\*\*NUTRITIONALS REQUIRED

GRANOLA BAR		10 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> J & J	48/2.50 oz SERVING	40400	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Granola - chewy snack/breakfast item, individually wrapped, made of 100% whole grain. Product to be a minimum of 2.4 oz.\*\*NUTRITIONALS REQUIRED

HUMMUS DIP		50 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> ZEE ZEES	120/3 oz	600355	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

A minimum of 2 oz individual containers, blended chickpea with natural ingredients (clean label). To provide a 1/4 cup legume.

LEMON DROP BISCUIT		250 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FAT CAT SCONES	2/9.000 lb TUB	WGLEM2-9#S	#16=2.6oz ser ye
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Whole grain raw dough plus glaze, no trans fat. Each 2.6 oz serving to provides 2 WG bread for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED



## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
MUFFIN, BLUEBERRY		52,800 servings	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> BAKE CRAFTERS	48/4.000 oz SERVING	1314	
<input type="checkbox"/> BROOKS STREET BAKERY	60/4.000 oz SERVING	BM4	
<input type="checkbox"/> OTIS SPUNKMEYER	48/4.000 oz SERVING	10147	
<input type="checkbox"/> SMART CHOICE/JSB	48/4.000 oz SERVING	07661	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Whole grain blueberry thaw and serve muffin. Must be minimum 51% whole grain and less than 30% calories from fat. To be at least 4 oz to meet 2 WG bread serving for the Child Nutrition Program. Must have 6 month shelf life.\*\*NUTRITIONALS REQUIRED

MUSTARD GREENS, CHOPPED FROZEN, 12/3#			180 cases	\$
Choose 1	Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/>	FINE LINE	12/3.000 lb		
<input type="checkbox"/>	GARDEN FRESH	12/3.000 lb		
<input type="checkbox"/>	or Preapproved Equal			

Specifications:

Mustard Greens, chopped, frozen, Grade A 12/3 lb.

OLEOMARGARINE		150 cases	\$	
Choose 1	Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/>	Master Chef	30/1.000 lb BLOCK		
<input type="checkbox"/>	VENTURE	30/1.000 lb BLOCK	16840	
<input type="checkbox"/>	or Preapproved Equal			

Specifications:

Oleomargarine, zero grams trans fat per serving. 30/1 lb. per case.\*\*NUTRITIONALS REQUIRED

ONIONS, CHOPPED , FROZEN			290 cases	\$
Choose 1	Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/>	FINE LINE	6/2.000 lb		
<input type="checkbox"/>	GARDEN FRESH	6/2.000 lb		
<input type="checkbox"/>	or Preapproved Equal			

Specifications:

Chopped, frozen onions.

## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
PANCAKE & SAUSAGE LINK		46,800 servings	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> DON LEE	72/2.700 oz SERVING	CN27072	096259
<input type="checkbox"/> FOSTER FARMS	56/2.850 oz SERVING	94087	089715
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Pancake & Sausage link to provide 1 oz M/MA and 1.5 oz WG bread serving for the Child Nutrition Program. Must be 51% whole grain. CN label required.\*\*NUTRITIONALS REQUIRED

PANCAKE MINI, IW		160 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> AUNT JEMIMA	72/3.200 oz SERVING	435638	
<input type="checkbox"/> DE WAFFLEBAKERS	72/3.000 oz SERVING	625	
<input type="checkbox"/> KELLOGG'S	72/3.030 oz SERVING	92562	
<input type="checkbox"/> PILLSBURY	72/3.530 oz SERVING	620	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Individually wrapped maple flavored whole grain mini pancakes. Ovenable package. Each serving to weigh a minimum of 2.4 oz and meet 2 WG bread for the Child Nutrition Program. \*\*NUTRITIONALS REQUIRED

PANCAKE SANDWICH WITH GLAZE, IW		340 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> East Side Entrees	80/3.000 oz SERVING	16151	
<input type="checkbox"/> THE MAX	80/3.000 oz SERVING	94643-04442	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Whole grain pancake sandwich with glaze to weight a minimum of 2.4 oz and provide 2 WG bread servings for the Child Nutrition Program. To be at least 51% whole grain. Thaw and serve. Individually wrapped.\*\*NUTRITIONALS REQUIRED



## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
PIZZA, PEPPERONI WHOLE GRAIN 4x6		535 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> NARDONE BROS. BRAND	96/4.950 oz SLICE	961SWCMPA2	088836
<input type="checkbox"/> THE MAX	96/4.560 oz SLICE	77387-12656	069626
<input type="checkbox"/> TONY'S	96/4.480 oz SLICE	78674	090425
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Reduced fat 51% whole grain Pepperoni pizza, thin crust, 4x6, 50/50 skim milk cheese/cheese substitute. To provide a minimum of 2 oz M/MA, 2 WG bread servings, and 1/8 R/O vegetable for the Child Nutrition Program. CN label required.\*\*NUTRITIONALS REQUIRED

PIZZA, WHOLE GRAIN CHEESE WEDGE		600 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> NARDONE BROS.	96/4.900 oz SLICE	96SWWEDA2	088828
<input type="checkbox"/> THE MAX	96/4.670 oz SLICE	77387-12680	069628
<input type="checkbox"/> TONY'S	96/4.600 oz SLICE	73158	090415
<input type="checkbox"/> or Preapproved Equal			

Specifications:

51% whole grain cheese pizza, thin crust, right angle wedge, 50/50 cheese/cheese substitute. To provide a minimum of 2 oz M/MA, 2 WG bread servings, and 1/8 R/O vegetable for the Child Nutrition Program. CN label required.\*\*NUTRITIONALS REQUIRED

POTATOES, TATOR TOTS		490 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> CAVENDISH	6/5 lb	04101-2	
<input type="checkbox"/> GLACIER	6/5 lb	97061/17061	
<input type="checkbox"/> ORE-IDA	6/5 lb	00215A	
<input type="checkbox"/> SIMPLOT	6/5 lb	10071179004189	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Potatoes, tator tots: Grade A. Precooked frozen tator tot cut from whole potatoes - not processed from extruded, dehydrated potatoes, or formed from mash. Must be ovenable.\*\*NUTRITIONALS REQUIRED

## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
PUREED BROCCOLI		5 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> THICK & EASY	24/3 oz BOX	26522	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Pureed broccoli. 3 oz portion to provide 1/2 cup of dark green vegetable for The Child Nutrition Program.

PUREED MAC & CHEESE		10 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> THICK & EASY	24/3 oz BOX	72493-008	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Pureed shaped mac and cheese. 3 oz portion to provide 12 grams of protein per serving.

PUREED MEAT VARIETY		15 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> THICK & EASY	24/24 (3.000 oz) SERVING	6318	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Pureed meat variety pack. Pureed roast beef, turkey, chicken, and roasted pork. 3 oz portion to provide 2 oz M/MA for The Child Nutrition Program.

PUREED MIX FRUIT VARIETY		15 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> THICK & EASY	24/24 (2.500 oz) SERVING	6320	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Pureed Fruit Variety Pack. 2.5 oz portions of pureed peaches, mixed berry, pears, and pineapple to provide 1/2 cup serving of fruit for Child Nutrition Program.

PUREED SHAPE GRILLER		5 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> THICK & EASY	24/24 (2.000 oz) SERVING	6318	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Pureed hot dogs. 2 oz portion to provide 2 oz M/MA for The Child Nutrition Program.



MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
PUREED SWEET POTATO		5 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> THICK & EASY	24/24 (3.000 oz) BOX	72479	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Pureed Sweet Potatoes. 3 oz portion to provide 1/2 cup of Red/Orange vegetable for The Child Nutrition Program.

PUREED VEGET VARIETY		15 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> THICK & EASY	24/24 (3.000 oz) SERVING	6317	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Pureed Vegetable Variety Pack. 3 oz portions of pureed green beans, green peas, corn, and carrots to provide 1/2 cup serving of vegetable for Child Nutrition Program.

SALISBURY STEAK		34,000 servings	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> ADVANCE	114/3.000 oz SERVING	16-530-0	051470
<input type="checkbox"/> DON LEE	240/2.250 oz SERVING	CN752253	076385
<input type="checkbox"/> J.T.M.	224/2.140 oz SERVING	CP5622	090896
<input type="checkbox"/> PIERRE	140/2.550 oz SERVING	3820	038864
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Salisbury steak, charbroiled. To be 14 grams of fat or less. To provide 2 oz M/MA for the Child Nutrition Program. CN label required.\*\*NUTRITIONALS REQUIRED

SNACK 'N LOAVES		10 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> BAKE CRAFTERS	72/2.000 oz SERVING	411 or 412	
<input type="checkbox"/> Dave's Baking Co.	72/2.000 oz SERVING	WG239 / WG4004	
<input type="checkbox"/> SMART CHOICE	72/2.000 oz SERVING	#51661 or #51675	
<input type="checkbox"/> SUPER BAKERY	90/2.000 oz SERVING	6055 / 6056	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

51% whole grain Loaf, to meet 1 WG bread servings, 0 g trans fat. Flavor to be Blueberry or Banana. To be Individually wrapped, minimum 6 month shelf life.\*\*NUTRITIONALS REQUIRED

MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
SOYBUTTER & JELLY SANDWICH		10 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> ALBIE'S FOODS	72/2.400 oz SERVING	607	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Soybutter & jelly sandwich, minimum 51% whole wheat soft bread sandwich filled with 1 oz M/MA of soynut butter and jelly. To equal a minimum of 1 WG bread and 1 M/MA for the Child Nutrition Program. Produced in a 100% nut free facility.\*\*Product Formulation Statement Required

SPINACH, FROZEN, 12/3#		200 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FINE LINE	12/3 lb		
<input type="checkbox"/> GARDEN FRESH	12/3 lb		
<input type="checkbox"/> MAGIC HARVEST	12/3 lb		
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Spinach, Chopped. US Grade A, 20% maximum stem material.

SQUASH, YELLOW , IQF		150 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FINE LINE	20.000 lb		
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Squash, Yellow IQF, 3/8" slices, uniform color and sizing. 20lb case. Grade A\*\*NUTRITIONALS REQUIRED

STRAWBERRIES, IQF WHOLE		1,500 pounds	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> FINE LINE	30.000 lb		
<input type="checkbox"/> SALADS 101	10.000 lb CASE		
<input type="checkbox"/> WAWONA FROZEN FOODS	20.000 lb CASE		
<input type="checkbox"/> or Preapproved Equal			

Specifications:

IQF frozen strawberries; Grade A, Maximum of 30 lb case.



## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
SWEET POTATO SWIRL ROLL		15 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> HADLEY FARMS	60/1.500 oz SERVING	1370IW	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Sweet Potato Swirl Roll, whole grain baked good to have less than 30% calories from fat; no trans fat. Individually wrapped thaw and serve product. To meet 1 WG bread serving for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED

TATER PUFFS, SWEET POTATO		385 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> LAMB WESTON	6/2.5 lb BAG	L0094	
<input type="checkbox"/> SIMPLOT	6/2.5 lb BAG	10071179024361	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Frozen sweet potatoes to include random cut chunks. To be ovenable. Pack size 15 to 30 lb case.\*\*NUTRITIONALS REQUIRED

TOTALLY TACO		550 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> THE MAX	288/1.363 oz per piece	77387-12714	089044
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Frozen, IQF wedge whole grain taco triangle filled with part skim mozzarella cheese and yellow substitute cheese, ground beef and taco sauce. Minimum portion weight of 4.09 oz for 3 IQF wedges. Maximum of 8g of fat per serving. To meet 1.75 WG bread and 2 M/MA for the Child Nutrition Program. CN label required.\*\*NUTRITIONALS REQUIRED

TURKEY HAM, Sliced		75 cases	\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> BUTTERBALL	16.000 lb CASE		
<input type="checkbox"/> HOUSE OF RAEFORD	16.000 lb CASE		
<input type="checkbox"/> JENNIE-O	12.000 lb CASE	2565	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Turkey Ham, sliced, fully cooked smoked turkey hams with 15% water added. The product is fully cooked and ready to eat without further cooking. The product is 95% fat free. Hams are individually wrapped. 40 lb case max. 1.7 oz turkey ham water added provides 1 oz M/MA for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED

MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
TURKEY ROAST, Boneless		2,000 pounds	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> BUTTERBALL	40 lb		
<input type="checkbox"/> BUTTERBALL	2/12 lb	70090	
<input type="checkbox"/> HOUSE OF RAEFORD	40 lb		
<input type="checkbox"/> JENNIEO	20 lb	317002	20# case
<input type="checkbox"/> PERDUE	40 lb		
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Raw turkey, half dark meat and half white meat. Packed under continuous government inspection. Type A. Fresh frozen. Average wt. 10 lb. each. 30-40 lb max case.\*\*NUTRITIONALS REQUIRED

TURKEY SAUSAGE, GRAVY, CHEESE & POTATO WRAP		275 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> LOS CABOS	72/3 oz SERVING	48501	088300
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Turkey Sausage, Gravy, Cheese, & potato breakfast burrito. To be Individually wrapped, Frozen. Must provide 1 M/MA and 1.5 WG bread serving for the Child Nutrition Program. CN label required.\*\*NUTRITIONALS REQUIRED

VEGETABLE BLEND, CALIFORNIA		230 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> FINE LINE	20.000 lb	1	
<input type="checkbox"/> GARDEN FRESH	20.000 lb		
<input type="checkbox"/> GARDEN FRESH	12/2.000 lb	#2	
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Vegetable Blend, Frozen California mixutre to contain cut broccoli, cauliflower florets, and crinkle cut carrots.\*\*NUTRITIONALS REQUIRED



## MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
WAFFLE		700 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> BAKE CRAFTERS	72/2.8 oz SERVING	1563	Maple
<input type="checkbox"/> KELLOGG'S	72/2.65 oz SERVING	92313	Cinnamon
<input type="checkbox"/> SMUCKER'S	72/2.400 oz SERVING	33663	Apple Cinn
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Whole grain waffle, pre-sweetened and fully baked with cinnamon or maple flavor. Individually wrapped in ovenable film. 0g trans fat. Must meet 2 WG bread servings for the Child Nutrition Program.\*\*NUTRITIONALS REQUIRED

YOGURT		1,400 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> Dannon	48/4 oz SERVING	2731/2732/2733	
<input type="checkbox"/> UPSTATE FARMS	48/4 oz SERVING	Strwberry/Cherry	
<input type="checkbox"/> Yoplait	48/4 oz SERVING	17729000	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Made from cultured pasteurized Grade A nonfat milk. Live and active cultures. All natural ingredients. To be 4 oz individual containers which meets 1 M/MA for the Child Nutrition Program. Flavors to be strawberry, Strawberry/Banana cherry/vanilla, and/or vanilla flavors.\*\*NUTRITIONALS REQUIRED

YOGURT, BULK (plain)		1,125 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> Dannon	6/32 oz		
<input type="checkbox"/> Yoplait	6/32 oz	438000	
<input type="checkbox"/> or Preapproved Equal			

## Specifications:

Plain, Unflavored Nonfat Yogurt to be made from cultured pasteurized Grade A nonfat milk. Live and active cultures. All natural ingredients. To be 6 / 32 oz containers per case.

MEATS AND FROZEN ITEMS

Vendor Name: \_\_\_\_\_

Item Description	Delivery Notes	Quantity Notes	Price per Case
ZUCCHINI, IQF		210 cases	\$
Choose 1 Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/> FINE LINE	20.000 lb		
<input type="checkbox"/> or Preapproved Equal			

Specifications:

Zucchini, IQF 3/8" slices, uniform color and sizing. 20 lb case. Grade A.\*\*NUTRITIONALS REQUIRED

March 16, 2018 9:37 AM

Bid Period | Request for Quotes



## Signature Page

### Bid: Meats and Frozen Items

**Bid Period: July 1, 2018-December 31, 2018**

Bidder acknowledges receipt of Addenda by checking the box(es) as applicable: 1 ☐ 2 ☐ 3 ☐ 4 ☐ Not Applicable ☐

PLEASE NOTE: A CN label, nutritional analysis (nutrition facts), and ingredient list must be submitted at the time of bidding for each product ***indicated***.

It is very important that this information be provided. The manufacturer or broker may submit one set for all vendors.

All prices on this bid are held firm for the period of 60 days from bid opening.

Your bid must be signed and dated:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

## BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

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

The vendor must include all food products bid by the company that do not meet the definition of "domestic". This document must be included as a part of the bid.

<b>VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)</b>	
_____	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 _____.                      _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.                      OR                      _____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:                      \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit                      \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____ % U.S. Content. The product is grown in _____.                      _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.                      OR                      _____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:                      \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit                      \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____ % U.S. Content. The product is grown in _____.                      _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.                      OR                      _____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:                      \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit                      \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p>



NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</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 Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</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 Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</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 Domestic or U.S. Grown Product Per Unit</p>

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

#### RETURN WITH YOUR BID

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

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

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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



0348-0046

## Disclosure of Lobbying Activities

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

(See attached for public burden disclosure)

<b>1. Type of Federal Action:</b> (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		<b>2. Status of Federal Action:</b> (enter letter of choice) <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For material change only:</b> Year _____ quarter _____ Date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if known:  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> _____			<b>6. Federal Program Name/Description:</b> _____  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b> _____			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment</b> (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: _____		
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>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:</b>  _____ (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> _____ Yes _____ No					
<b>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.</b>			<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____		
<b>Federal Use Only</b>			<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>		

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form – LLL-A



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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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.

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



## Certificate of Independent Price Determination

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

\_\_\_\_\_  
(Name of Vendor)

Terrebonne Parish School District

(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.**

Monica Walther  
\_\_\_\_\_  
Signature of School Food Authority's  
Authorized Representative

Supervisor, Child Nutrition Program  
\_\_\_\_\_  
Title

3/21/18  
\_\_\_\_\_  
Date

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



# Terrebonne Parish School Board

**Bid Name: Meats and Frozen Items**

## **OWNER DISCLOSURE CERTIFICATE**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FED. TAX ID#: \_\_\_\_\_

The company bidding is:

A. \_\_\_\_\_ Manufacturer          \_\_\_\_\_ Dealer          \_\_\_\_\_ Representative

B. \_\_\_\_\_ Corporation          \_\_\_\_\_ Partnership          \_\_\_\_\_ Sole Owner

List below any sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 6. \_\_\_\_\_

List below any individual with ownership interest of five percent (5%) or more:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 6. \_\_\_\_\_

Total number of employees: \_\_\_\_\_

## **Attachment "A"**

### **Bid Submittal Presentation:**

The submittal envelope for any properly completed bid must be labeled as shown below. Any outside envelope which the bid is placed within shall also be labeled as shown below.

Any bid received after the specified date and time will not be accepted and will be returned unopened. Bids must be submitted on the official bid form. Bids not submitted on the official bid form may be declared irregular and rejected.

Caution should be taken to assure your bid submittal is properly addressed and mailed as per bid specifications; any bid not properly addressed for submittal may be declared non-responsive and subject to rejection.

**The bid shall be addressed following the example below:**

Name or Firm  
Physical or Mailing Address  
City, State Zip

Purchasing Department  
Terrebonne Parish School Board  
340 St. Charles Street, Building #3  
Houma, LA 70360

Meats and Frozen Items



## **Attachment "B"**

### ***INSURANCE REQUIREMENTS FOR VENDORS, SERVICE CONTRACTORS, OR PROFESSIONAL SERVICES***

The required insurance shall be approved by the Terrebonne Parish School Board before any site work may commence.

#### **I. Workers Compensation**

- A. Limit of Liability
  1. Coverage A - Statutory requirements
  2. Coverage B - \$ 500,000 Employer's liability
- B. Endorsements
  1. USL&H
  2. Waiver of Subrogation in favor of the Terrebonne Parish School Board
  3. 30 day notice of cancellation

#### **II. Comprehensive General Liability**

- A. Limits of Liability
  1. Premises / Operations  
\$ 1,000,000 per occurrence ( BI & PD )
  2. Products / Completed Operations  
\$ 1,000,000 per Occurrence ( BI & PD )
  3. General Policy Aggregate ( if applicable )  
\$ 2,000,000
  4. Personal Injury  
\$ 1,000,000 per occurrence
- B. Endorsements
  1. Explosion, collapse and underground ( if applicable )
  2. Contractual
  3. Independent contractors
  4. Medical payments
  5. Broad from CGL Endorsement
  6. Terrebonne Parish School Board named as "Additional Insured"
  7. Waiver of Subrogation in favor of the Terrebonne Parish School Board
  8. Pollution exclusion removed for "Sudden & Accidental"  
( Fuel, oil, lube, and chemical vendors )
  9. 30 day Notice of Cancellation

#### **III. Automobile Liability**

- A. Limit of Liability
  1. Combined single limit - \$1,000,000 each accident
- B. Endorsements
  1. Hired automobile liability
  2. Non-ownership liability
  3. Terrebonne Parish School Board named as "Additional Insured"
  4. Waiver of Subrogation in favor of the Terrebonne Parish School Board
  5. 30 day notice of cancellation

#### **IV. Other Requirements**

- A. Suitable coverage may be required if special conditions or exposure exist.  
( i.e., Marine coverage, Property exposures )
- B. Current insurance certificate shall be on file with the Terrebonne Parish School Board and accepted by the Risk Manager.
- C. All policies are required to be on occurrence form basis, except those generally written ONLY on claims-made forms. ( i.e., Professional, Errors & Omissions, etc. )