

Bids will be publicly opened Tuesday, April 23, 2024 at 1:00 p.m. in the Avoyelles Parish School Board Office for **Bread and bread related products** for the school lunchrooms of this parish during the year 2024-2025..

Bids received after this time will be returned unopen.

Enclosed is a copy of the Specifications and Bid Forms.

Price quotes should be submitted in a sealed envelope marked **“Bid for Food** **Service Opening”, Tuesday, April 23, 2024.**

The Avoyelles Parish School Board reserves the right to reject any or all bids and waive informalities.

A list of the school lunchrooms and a 2024-2025 school calendar is attached.

Sincerely,

Jenny Welch, LDN, RDN,MS

Supervisor of Child Nutrition

**INVITATION FOR BIDS**

**BREAD AND BAKERY PRODUCTS**

**TO:**

**FROM: Avoyelles Parish School Board**

**221 Tunica Drive West**

**Marksville, Louisiana 71351**

**ITEMS: BREAD AND BAKERY PRODUCTS**

**BID PERIOD: July 1, 2024 through June 30, 2025**

**BID OPENING: April 23, 2024**

**Avoyelles Parish School Board Office Board Room**

**221 Tunica Drive West**

**Marksville, Louisiana 71351**

**1. INSTRUCTIONS TO BIDDERS:**

1. At the above time and place, bids for bread and bakery products will be opened and read aloud; the public is invited. All bids shall be submitted, sealed, to the above time and date. Bids received after the date and time designated for opening of bids or received unsealed, will be returned. Any notation appearing on the outside of the envelope containing the sealed bid which is intended to amend the bid in any manner, will not be considered.

1. Enclosed are bid forms, specifications, and general rules, conditions, and instructions for bidders. Bids shall be submitted only on form provided. The entire document, including specifications and the signed Contract Section must be returned as part of the actual bid. All information on the bid form must be supplied to constitute a regular bid. Return only one copy. Bids must be signed by a duly authorized representative of the firm and returned in a sealed envelope marked “SEALED BREAD BID” and indicating the date and hour of the opening.
2. The bid forms must be typed or completed in ink. Any correction made by erasure or the use of correction fluid must be initialed by the person signing the bid.
3. The bidder shall be solely responsible for the timely furnishing of bids. The bid must be returned by registered or certified mail, return receipt requested, or hand delivered, at which time a receipt shall be issued. The School Board will not consider bids returned by any other means.
4. Bids may also be reviewed and received electronically by the specified date and time on www.bidsync.com.
5. Bids may also be reviewed and received electronically by the specified date and time on www.centralbidding.com.
6. The quantities of bread and bakery products specified are only indicative of the Board’s present estimate based upon quantities used last year. The Board binds itself to take and the contractor agrees to supply only what is actually required by the schools for the year 2024-2025. Vendors are **required** to submit all Nutrition Fact Labels, CN Labels, and Product Formulation Statements for applicable products and must be labeled with coordinating line number. Missing labels may result in bid disqualification.
7. The prices quoted shall include handling and deliveries to each school in the Parish. A list of all schools and their addresses is provided in **Attachment B.**
8. No bid may be withdrawn for a period of thirty (30) days following the scheduled opening date.
9. Bids will not include state and local sales taxes. Any firm awarded an order on this bid will be required to add all applicable sales taxes to invoices. These taxes will be remitted to the firm and it will be the firm’s responsibility to report and remit these taxes to the appropriate agencies.
10. A five percent (5%) bid bond or certified check shall be enclosed with your bid as security for it’s performance under the bid and contract. Bid bond, certified or cashier’s check will be forfeited should the bidder fail, neglect, or refuse to comply with the terms of the bid. Check or bond will be returned to the unsuccessful bidder immediately after award of the contract, and to the successful bidder upon completion of the contract.
11. The opening of bids will be for reading only, award of the bid will be made at the next regular scheduled meeting of the School Board.
12. Bids will be awarded on an **ALL OR NONE** basis to the lowest responsible bidder whose bid is responsive and most advantageous to the School Board. The school Board reserves the right to reject any and/or all bids and to waive informalities.
13. The successful bidder must be authorized by the Secretary of State to do business in Louisiana pursuant to applicable law. Documentation of such authorization must be provided if requested by the Avoyelles Parish School Board.
14. One copy of the vendor’s bid proposal countersigned by a duly authorized representative of the School Board, mailed or delivered to the address given on his/her bid proposal, will be considered sufficient notice of acceptance of bid and award of the contract.
15. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor’s performance of work under this Agreement, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religion, creed, sex, national origin, or handicap.
16. The Avoyelles Parish School Board, the Louisiana Department of Education, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives, may have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
17. The Avoyelles Parish School Board intends to award all items in this solicitation for an initial period not to exceed twelve (12) months beginning July 1, 2024 to June 30, 2025. Upon agreement of the Avoyelles Parish School Board and the vendor, a term contract may be extended for two (2) additional twelve (12) month periods not to exceed 36 months. Please refer to the contract terms and refer to the general rules for contractual terms and conditions including termination for cause and convenience.
18. Piggybacking may be allowed for up to three additional school food service authorities. Written request from both the purchasing school food authority and the successful vendor are required. Approval of the piggyback request will be determined by the Avoyelles Parish School Board during a regularly scheduled board meeting.
19. DELIVERIES:
20. Deliveries are to be made only as requested Tuesday through Friday, except holidays. A School Calendarwill be included with the Bid Award letter. The time of day for delivery will be negotiated upon award of the bid and shall be mutually acceptable and advantageous to both parties.
21. Orders for bread and bakery products will be made by the Cafeteria Manager in each school.
22. Drivers and assistant(s) must sign in upon arrival at each cafeteria and sign out when leaving. Each must wear an identification badge, which includes their picture, their name, and the name of the company.
23. Successful vendors shall be required to leave triplicate invoices with the representative who receives the items at each respective school.
24. FAILURE TO DELIVER - DAMAGES:
25. If the contractor fails to deliver bread or bakery products within the mutually agreed upon time scheduled and if such failure results in the School Board being unable to serve a reimbursable meal, the contractor agrees to pay the School Board for any and all losses of State and Federal reimbursement withheld from the school lunch and/or breakfast programs.

CANCELLATION OF ORDERS:

The School Board reserves the right to cancel any order or portion thereof which a vendor fails to deliver at the time specified.

1. TERMINATIONS:

This contract may be terminated on thirty (30) days’ notice upon the mutual agreement of both parties.

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

1. STATEMENTS:

Receipt of your bread statement must be sent to each respective school immediately, the first of each month.

1. PAYMENT:

Payment will be made by invoice only. The School Board will pay on a monthly basis on or about the 20th of the month following delivery.

1. Where notice is required under any of the terms of the bid or contract, it shall be sent to the respective parties to this bid and contract as follows:

1. Where notice is required under any of the terms of the bid or contract, it shall be sent to the respective parties to this bid and contract as follows:

**SCHOOL BOARD**:

NAME: Jenny B. Welch, LDN, RDN,MS

TITLE: Supervisor, Child Nutrition

ADDRESS: 221 Tunica Drive West

Marksville, Louisiana 71351

PHONE**:** (318) 240-0229

**CONTRACTOR:** NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

TITLE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PHONE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contract Section

In compliance with the attached request for bids and subject to conditions imposed in the specifications and general rules, conditions, and instructions, the undersigned firm offers and agrees to furnish any or all items at the price set opposite each item for the period, July 1, 2023 to June 30, 2024 award to it of this contract by the Avoyelles Parish School Board.

NAME OF FIRM:

TYPED NAME-OF AUTHORIZED REPRESENTATIVE:

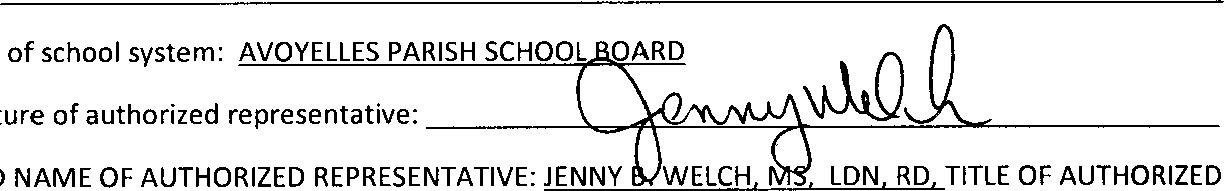
TITLE OF AUTHORIZED REPRESENATIVE:

COMPLETE ADDRESS:

TELEPHONE NUMBER:

Date:

TYPED



Name

Signature

REPRESENTATIVE: SUPERVISOR CHILD NUTRITION

COMPLETE ADDRESS: AVOYELLES PARISH SCHOOL BOARD

221 TUNICA DRIVE WEST

MARKSVILLE LA 71351

TELEPHONE NUMBER: 318-240-0229

2-28-24

DATE:

(NOTE: COMPLETE BUT DO NOT DETACH THIS SHEET)

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**Non-Discrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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

THE FOLLOWING INFORMATION MUST BE COMPLETED AND RETURNED WITH YOUR BID

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.
2. CERTIFICATION REGARDING LOBBYING FOR CONTRACT, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS EXCEEDING $1000,000 IN FEDERAL FUNDS.
3. DICLOSURE OF LOBBYING ACTIVITITIES
4. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
5. BUY AMERICA PROVISION

REQUIRED CONTRACT PROVISIONS FOR PROCUREMENT CONTRACTS IN CHILD NUTRITION PROGRAMS

Required Contract Provisions, From Appendix ll of 2 CFR Part 200

1. 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 ll of 2 CFR part 2O0E).

2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-314g) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). ln accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the secretary of Labor. ln addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency Appendix ll of 2 CFR Part 200(D).

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

4. 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. 37oz and 32b4,-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 compile 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 of40 hours in the work week. The requirements of40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking 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 ll of 2 CFR part 200(I)

. 5. 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).

6. All contracts in excess of $ 10,000 must address termination for cause and for convenience by the nonfederal entity including the manner by which it will be effected and the basis for settlement (Appendix ll of 2 CFR Part 200(8).

7. Rights to inventions Made under a Contract or Agreement. lf the Federal award meets the definition of "funding agreement" under 37 CFR 5401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR part 401;,,Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, contracts and cooperative Agreements," and any implementing regulations issued by the awarding agency (Appendix ll of 2 CFR Part 200(F).

8. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 12511387), as amended-Contracts and sub grants of amounts in excess of 9150,000 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 ll of 2 CFR Part 200(G).

9. Debarment and suspension (Executive orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive orders 12549 (3 CFR part 1986 comp., p. 189) and i2689 (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 of 2 CFR part 200(H)..

10. 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 tire 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 6r 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 nonfederal 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 ll of 2 CFR part 200(l).

**Required Contract Provisions from 2 CFR part 200**

1. Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the solid waste disposal act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,' consistent with maintaining satisfactory level of competition, where the purchase price of tire item exceeds $10,000 or the value of the quantity acquired by. The preceding fiscal year exceeding $ 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 in the EPA guidelines.(2 CFR part 200.322)

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

**Required Contract Provisions from 7 CFR part 210**

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

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

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

**. The request must include the:**

A. Alterative substitute (s) that are domestic and meet the required specifications:

a. Price of the domestic food alternative substitute (s); and b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.

B. Reason for exception: limited/lack of availability or price (include price): c. Price of the domestic food product; and d Price of the non-domestic product that meets the required specification of the domestic product.

**Other Contract Provisions**

'1' The vendor shall comply with the following civil rights laws, as amended: Title VI of the civil Rights Act of 1964; Title lX of the Education Amendments oi 1972; section 504the 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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 30'17, Section 301 7. Subpart c- Responsibilities of Participants. The regulations were published in the November 26, 2003, Federal Register (pages 86534-65566)- Copies of the regulations may be obtained by contacting the Department of Agriculture.

(**BEFOBE COMPLETING CERTIFICATION, READ ATTACHEO NSTRUCTIONS**)

(1 ) The prospective lower tier participant certifies, by submission o, this proposal that nether lt nor it’s principals are presently debarred. Suspended. Proposed tor 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 o, the statements in this certification, such prospective participant shall reach as explanation to this proposal.

Organization Name PR/Award Number or Project Name

Name and title of Authorized Representative

Signature Date

INSTRUTIONS 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 $ide In accordance with those instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. 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 1o which this proposal is submitted if at any time the prospective lowest tier participant learns that its complication was erroneous when submitted or has become erroneous by reason of changed circumstances.

4 .The terms covered transaction, debarred, suspended, ineligible, and 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 oi the U. S. Department of Agriculture regulations 7 CFF 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, lt shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation n 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 for all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification upon 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 No procurement List.

8. Nothing contained in the foregoing shall be confused lo require establishment of a system oi 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, d 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 r:r on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 maker of any federal loan, the entering into of any cooperative agreement, and the extension, continuation,. Renewal. Amendment. Or notification 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 an;. person for influencing or attempting to influence an officer or employee of any- agency, a Member of (congress, ln 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 sub awards (exceeding S100,000 in Federal funds) at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall .certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall he 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

NAME/TITLE OF SUBMITTING OFFICER

SIGNATURE DATE

|  |  |  |  |
| --- | --- | --- | --- |
| 1. **Type of Federal Action:**   a. contract  \_\_\_\_ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance | 1. **Status of Federal Action:**   a. bid/offer/application  \_\_\_\_\_ b. initial award  c. post-award | | 1. **Report Type:**   a. initial filing  \_\_\_\_\_ b. material change  **For material change only:**  Year \_\_\_\_\_\_\_ quarter \_\_\_\_\_\_\_  Date of last report\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Name and Address of Reporting Entity:**   \_\_\_\_ Prime \_\_\_\_\_ Sub awardee  Tier\_\_\_\_\_\_, if Known:  **Congressional District*,*** *if known***:** | | 1. **If Reporting Entity in No. 4 is Sub awardee,**   Enter Name and Address of Prime:  **Congressional District*,*** *if known***:** | |
| 1. **Federal Department/Agency:** | | 1. **Federal Program Name/Description:**   CFDA Number, *if applicable*: \_\_\_\_\_\_\_\_\_\_\_\_ | |
| 1. **Federal Action Number,** *if known:* | | 1. **Award Amount**, *if known:*   **$** | |
| **10. a. Name and Address of Lobbying Registrant**  *(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):* | |
| **11. Amount of Payment (check all that apply)**  **$ actual**  **planned** | | **13. TYPE OF PAYMENT (CHECK ALL THAT APPLY)**  A. RETAINER B. ONE TIME FEE  C. COMMISSION D. CONTINGENT FEE  E. DEFERRED F. OTHER  SPECIFY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **12. FORM OF PAYMENT (CHECK ALL THAT APPLY)**  **A. CASH ----- B. IN-KIND-------SPECIFY**  **NATURE\_\_\_\_\_\_\_\_\_\_\_\_\_**  **VALUE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **15. CONTINUATION SHEET:SF-LLL-A ATTACHED:**  YES  NO | |
| **14. BRIEF DESCRIPTION OF SERVICES PERFORMED OR TO BE PERFORMED AND DATES, INCLUDING OFFECERS,EMPLOYEES, OR MEMBERS CONTACTED FOR PAYMENT:**  **(ATTACH CONTINUATION SHEET SFLLL-A)** | |  | |
| **16 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Print Name: \_\_\_\_\_**  **Title: \_\_\_\_\_**  **Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_** | |
| **Federal Use Only** | | **Authorized for Local Reproduction**  **Standard Form - LLL (Rev. 7-97)** | |

DISCLOSURE OF LOBBYING ACTIVITIES

PAGE 2

Office of Chief, Financial Officer, USDA

DISCLOSUHE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

REPORTING ENTITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PAGE\_\_\_\_\_\_\_\_\_\_OF\_\_\_\_\_\_\_\_\_\_\_

DISCLOSURE OF LOBBYING ACTIVITIES

PAGE 3

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Sub awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

BUY AMERICA

The Buy American Act was enacted in 1938 and was to ensure that the federal government support or give preference to domestic companies and domestic workers by buying American made goods, The act was later enacted in 1.982 dropping the "n" of American and changing to the Buy America Act.

PURPQ5E: The Buy American Act is intended to protect Americans from foreign competition by requiring the federal government, contractors, subcontractors and manufacturers to buy from sources in the United States instead of from foreign sources. lt is important because it helps working men and women in the United State keep their jobs and earn decent, living wages. lt also strengthens our domestic steel industry, which is critical to our national security and necessary for our ability to rebuild after a devastating natural disaster or terrorist attack.

lf the domestic cost is Unreasonable meaning, the price of the lowest acceptable domestic offer exceeds the lowest foreign offer by more than 6-12%.

ln the beginning 49CFR, Part 661 was enacted in 1982 and covered only surface transportation

But the amendment is due to American jobs heading overseas at an alarming rate. More than 2.4 million jobs have been lost to overseas trade since 1998. With that, our economic growth is steady declining.

**BUY AMERICA REQUIREMENTS**

**Applicability to Contracts**

The Buy America requirements apply to recipient agencies participating in the National School Lunch Program and the School Breakfast Program in the contiguous United States to buy food produced in the United States when buying with Federal funds. while the 1987 legislation allowed certain limited exceptions to the "domestic origin" requirement, the new legislation is specific in requiring schools, to the maximum extent practicable, to purchase product of domestic origin.

As defined in the legislation, a domestic food commodity is an agricultural commodity (for example, red meat, chicken, fruit, vegetable, or grain) that is produced in the Limited States. A domestic food product is processed ln the United States substantially using domestic agricultural commodities. Substantially means that over 51% of the processed food comes from American produced products. Re8ulations implementing these requirements (at 7 CFR 210.21and 220.16) were published on September 20, 1999.

**FLOW DOWN**

Occasionally, a significant price difference between U.5. and forei6n product may tempt a School Food Authority to purchase the cheaper foreign product. However, this price difference could be attributable to price-distorting subsidies of a foreign government. For example, recent imports of cheap, subsidized canned peaches from the European Union have displaced sales of domestic canned peaches. The U.S. Government is considering action to address this practice, includin6 placing canned peaches from the European Union on a list of products subject to 100% tariffs.

**Mandatory Clause/Language**

A report of the language accompanying the Agriculture Appropriations Act for Fiscal year 2002 requires the Department to report to Congress on its activities directed toward enforcing the Buy American provision,

**Buy America** - The contractor agrees to comply with the maximum extent practicable according to the buy American provisions which include:

**The buy American clause on all procurement documents (product specifications, bid solicitations, requests for proposals, purchase orders, etc. .**

**Contractor performance.**

**Requiring supplier to certify the origin of the product.**

**Produce packaging for identification of the country of origin; and.**

**Provide specific Information about the percentage of U.S. content in the food product.**

7CFR 210.21 and 22O.1-6, which provide that federal funds may not be obligated unless a domestic food product is processed in the United States, unless a waiver has been granted by USDA or the product is subject to a general waiver. General waivers are as listed in Bulletin 1196, Chapter 15; 1121:

The recipients have unusual or ethnic food preferences that can be met only through purchases of products not produced in the United States.

The products are not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.

The cost of the domestic produced food products is significantly higher than the cost of the similar foreign products.

A bidder or offeror must submit to the SFA recipient the appropriate Buy America certification (below) with all bids or offers on SFA-funded contracts, except those subject to a general waiver Bids or offers that are not accompanied by a completed 8uy America certification must be rejected as nonresponsive. This requirement does not apply to lower contractors.

**Certification requirements tor procurement of domestic food products**,

Certificate of Compliance with 42 U.S.C. 1760(n)

The bidder or offeror hereby certifies that it will meet the requirements of 42 5.C. 1760(n) And the applicable regulations in Bulletin 1196, 1521.

Date:

SIGNATURE :

Company Name:

Title:

Certificate of Non-Compliance with 42 U.5.c. 1750(n)

The bidder or offer or hereby certifies that it cannot comply with the requirement of 42 U.S.C. 1760(N) but it may qualify for an exception pursuant to Bulletin 1196.

DATE:

SIGNATURE:

COMPANY NAME:

**BUY AMERICAN PROVISION**

Public Law 105-336"1O4(d) NSLA 42 USC 1760(n) - 12(n) TCFR 210.21 & 220.16 requires School Food Authorities to purchase domestically grown and processed foods to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

We require that suppliers certify the percenta8e of U.5. Content in products supplied to us that do not meet the above definition. lf you are unable or unwilling to make such certification, we will not purchase from you.

**Certification Compliance**

**The bidder or offeror hereby certifies that it will meet the requirements ol 42 u.S.c. 1760(n) And the applicable regulations in Bulletin tL96, 152I**

The bidder hereby CERTIFY that it will meet the requirements of 105-336-104(d) NsLA 42 USC 1760(n)- 12{n} TCFR 210.21 & 220.16

Date

Signature

Company Name

Title

**Certification of Non-Compliance**

**The bidder or offeror hereby certifies that it cannot comply with the requirements of 42 Lt.s.c. 1760(n), but it may qualify for an exception pursuant to Bulletin 1196.**

List items and percent of U.S. content

Date

Signature

Company Name

Title

**Avoyelles Parish School Cafeterias**

**2022-2023**

**Avoyelles Parish School Board Fax Number: 318-253-5178**

|  |  |
| --- | --- |
| **Avoyelles High School**  **287 Main Street**  **Moreauville, LA 71355**  **ASHLEY ROBINSON Principal 318-985-2361**  **WANDA Guillory, Manager 318-985-2060**  **wanda.guillory@avoyellespsb.com Cell 318-264-1459** | **Marksville Elementary School**  **430 West Waddil Street**  **Marksville, LA 71351**  **Nicole Gagnard, Principal 318-253-7464**  **Jane Normand, Manager 318-253-6805**  **jnormand@avoyellespsb.com Cell 318-359-6622** |
| **Bunkie Learning Academy**  **311 Pershing Avenue**  **P.O. Box 590**  **Bunkie, LA 71322**  **Sharice Sullivan, Principal 318-346-7292**  **Shelia Williams, Manager 318-619-3208**  **shelia.williams@avoyellespsb.com Cell 318-359-2853** | **Marksville High School**  **407 West Bon Tempt Street**  **Marksville, LA 71351**  **Joshua Spikes, Principal 318-253-9356**  **Morgan Moton, Manager 318-253-7378**  **Morgan.moton@avoyellespsb.com** |
| **Bunkie High Magnet School**  **435 Evergreen Street**  **Bunkie, LA 71322**  **Chuck Normand, Principal 318-346-6216**  **Jaleisa Hegger, Manager 318-619-3210**  **jaleisa.hegger@avoyellespsb.com Cell 318-717-5896** | **Plaucheville Elementary School**  **School Loop 50**  **P.O. Box 60**  **Plaucheville, LA 71362**  **Wendy Adams, Principal 318-922-3311 Raquel Lemoine, Manager 318-619-3168**  **Raquel.lemoine@avoyellespsb.com** |
| **Cottonport Elementary School**  **950 Lemoine Street**  **Cottonport, LA 71327**  **Shalonda Berry, Principal 318-876-3404**  **Mona Bordelon, Manager 318-876-2160**  **mona.bordelon@avoyellespsb.com Cell 318-717-0293** | **Riverside Elementary School**  **549 Norwood Street**  **P.O. Box 129**  **Simmesport, LA 71369**  **Toni Wilson, Principal 318-941-2699**  **Melissa Mayeaux, Manager 318-619-3188**  **mmayeaux@avoyellespsb.com Cell 318-305-1196** |
| **Lafargue Elementary School**  **3366 Hwy 107**  **Effie, LA 71331**  **Laura Hargis, Principal 318-253-9591**  **Melissa Wiley, Manager 318-253-8638**  [**Melissa.wiley@avoyellespsb.com**](mailto:Melissa.wiley@avoyellespsb.com) **Cell 318-264-8886** | **Louisiana School for the Agricultural Sciences**  **(LaSAS)**  **5303 Hwy 115**  **Bunkie, LA 71322**  **Eric Dauzat, Principal 318-346-8029**  **Melinda Kidder Manager 318-346-1811**  **mkidder@avoyellespsb.com Cell 318-717-2363** |

**Email all managers at:** [**cafeteriamanagers@avoyellespsb.com**](mailto:cafeteriamanagers@avoyellespsb.com)

**Jenny Welch, Supervisor:** [**jenny.welch@avoyellespsb.com**](mailto:jenny.welch@avoyellespsb.com) **Phone: 318-240-0229**

**Aggie Littleton, Secretary:** [**mary.littleton@avoyellespsb.com**](mailto:mary.littleton@avoyellespsb.com) **Phone: 318-240-0225**

**AVOYELLES PARISH SCHOOL BOARD**

**221 TUNICA DRIVE WEST**

**MARKSVILLE, LA 71351**

**318-253-5982**

**TAX NOTICE:**

**TAX EXEMPT**

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**BID PROPOSAL**

**SPECIFICATIONS: BREAD AND BAKERY PRODUCTS**

Bids must be submitted in strict accordance with specifications.

**1.** **Bread, Loaf, Whole Wheat .**

Whole Wheat Enriched. Shall be at least 51% Whole Wheat Flour. Sandwich style; strictly fresh; made from high quality whole wheat flour; fine, even grain; well baked; excellent flavor; crust tender and of uniform good color. Regular slice. 24/1 ounce slices. All breads must be whole grain rich in accordance with NSLP and SBP regulations at 7 CFR parts 210 and 220.

**2. Buns, Frankfurter, Whole Wheat.**

Vendor to state weight per package, buns per package and price per bun.Shall be individually baked rolls; sliced strictly fresh; must be at least 51% Whole Wheat; made from high quality whole wheat flour; fine, even grain; well baked excellent flavor; crust tender and of uniform color. Buns shall be 5” to 6” long and weigh approximately 45 (g). All breads must be whole grain rich in accordance with NSLP and SBP regulations at 7 CFR parts 210 and 220.

**3. Buns, Hamburger, Whole Wheat Enriched, Regular**.

Vendor to state weight per package, buns per package and price per bun. Whole Wheat Enriched. Must be at least 51% Whole Wheat Flour. Shall be individually baked, sliced; strictly fresh, made from high quality whole wheat flour; fine, even grain; well baked; excellent flavor; crust tender and of uniform good color. Buns shall measure approximately 4” in diameter. 12/1.8 oz. buns. All breads must be whole grain rich in accordance with NSLP and SBP regulations at 7 CFR parts 210 and 220.

**4 Bread, White Enriched, Loaf**

Round top bread. . Strictly fresh; made from high quality white wheat flour; find, even grain; well baked; excellent flavor; crust tender and of uniform good color. 24/1 ounce slices

**5. Buns, Frankfurter White**

Shall be individually baked rolls; sliced strictly fresh; made from high quality wheat flour; fine, even grain, well baked; excellent flavor; crust tender and of uniform color. Buns shall be 5” to 6” long and weigh 1 ½ to 2 ounces each. Vendor to state weight per package, buns per package and price per bun.

**6 .Buns, Hamburger White Enriched, Regular**

White enriched. Shall be individually baked, sliced; strictly fresh; made from high quality wheat flour; fine, even grain; well baked; excellent flavor; crust tender and of uniform good color. Buns shall measure approximately 4” in diameter and weigh 1 ½ to 2 ounces each. Vendor to state weight per package, buns per package and price per bun

Avoyelles Parish School Board

Child Nutrition Department

**Request for Bid Quotes**

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| Bid Group: | BREAD | |  | From: | 7/1/2024 |  | To: | 6/30/2025 |
| Opening On: | 4/16/2024 12:00:00 AM |

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| **Item Description** | | | | | **Delivery Notes** | | **Quantity Notes** | | | **Price per Case** | |
| Bread, Loaf Whole Wheat Enriched | | | | |  | | 100 LOAVES | | | $ | |
| **Choose 1** | |  | **Brand** | | | **Case / Unit Description** | | **Product Code** | | | **CN Label** |
|  | |  |
|  |  |  | Nature's Own | | | 20 (1 oz) loaf | | 100% 102-1526- | | |  |
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|  |  |  |  | | |  | |  | | |  |
|  |  |  | Bid Business 51% Wheat Bread | | | 20 (1 oz) loaf | | 13715260 | | |  |
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| Bread, White Enriched Loaf | | | | |  | | 20000 LOAVES | | | $ | |
| **Choose 1** | |  | **Brand** | | | **Case / Unit Description** | | **Product Code** | | | **CN Label** |
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|  |  |  | Bid Business 51% Wheat Bread | | | 24 (1 oz) loaf | |  | | |  |
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|  |  |  | Nature's Own | | | 20 (1 oz) loaf | |  | | |  |
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|  |  |  | Bunny Bread | | | 20 (1 oz) loaf | |  | | |  |
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| Buns, Frankfurter White | | | | |  | | 40000 BUNS | | | $ | |
| **Choose 1** | |  | **Brand** | | | **Case / Unit Description** | | **Product Code** | | | **CN Label** |
|  | |  |
|  |  |  | Bunny Bread | | | 12/1.5 oz | |  | | |  |
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|  |  |  | Bid Business 51% | | | 8/1-11 OZ | | 13727300 | | |  |
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| Buns, Frankfurter, Whole Wheat | | | | |  | | 100 BUNS | | | $ | |
| **Choose 1** | |  | **Brand** | | | **Case / Unit Description** | | **Product Code** | | | **CN Label** |
|  | |  |
|  |  |  | Bid Business 51% WW | | | 16/2 oz | |  | | |  |
|  |  |  |
|  |  |  |  | | |  | |  | | |  |
|  |  |  | k-12 spec 16ct 6" hot dog sliceed | | | 16/2 oz | |  | | |  |
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| Buns, Hamburger White Enriched, Regular | | | | |  | | 135000 BUNS | | | $ | |
| **Choose 1** | |  | **Brand** | | | **Case / Unit Description** | | **Product Code** | | | **CN Label** |
|  | |  |
|  |  |  | Flower's | | | 30/2 oz | |  | | |  |
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| March 12, 2024 3:25 PM | | | |  | | | | |  | | |
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Request for Bid Quotes

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| **Item Description** | | | | **Delivery Notes** | | **Quantity Notes** | | **Price per Case** | |
|  |  |  | Bid Business 51% | | 8/2 oz | |  | |  |
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| Buns, Hamburger, Whole Wheat Enriched, Regular | | | |  | | 100 BUNS | | $ | |
| **Choose 1** | |  | **Brand** | | **Case / Unit Description** | | **Product Code** | | **CN Label** |
|  | |  |
|  |  |  | Bid Business 51% | | 16/2 oz | |  | |  |
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|  |  |  |  | |  | |  | |  |
|  |  |  | k-12 spec 12 ct 4" hamburger buns | | 12/2 oz | |  | |  |
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|  |  |  | k-12 spec 16 ct 4" hamburger buns | | 16/2 oz | | 95927480 | |  |
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Name of Vendor:

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| Signature of Authorized Represntative |  |  |  |  | |
|  |  | | | Date |
| Name of Authorized Representative |  | | |
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Avoyelles Parish School Board

Child Nutrition Department