**INVITATION FOR BIDS**

**TO:**

**FROM:** Avoyelles Parish School Board

221 Tunica Drive West

Marksville, Louisiana 7135 I

**ITEMS:** FRESH FRUIT AND VEGETABLE BID

**BID PERIOD March 1, 2024 to June 30, 2025**

**BID OPENING**: May 21, 2024

**Avoyelles Parish School Board Office Board Room**

**221 Tunica Drive West**

**Marksville, La, 71351**

**Avoyelles Parish School Board Office**

At the above time and place, bids will be opened. All bids shall be submitted sealed to the above address on or before the above date and time. The public is invited to attend.

Enclosed are bid forms, specifications, and general rules, conditions and instructions for bidding. Bids shall be submitted in strict accordance with the specifications. Bids shall be submitted only on the forms 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 Food Bid" and indicating the date and hour of the opening.

Prices quoted shall include handling and delivery to each school in the School Food authority. Attachment A is a list of all public schools. Attachment B is the school calendar for 2023-2024 and Attachment C provides a tax schedule for schools within the School Food Authority.

Bids submitted are binding on all bidders for 30 days from the date of the bid opening. Errors in quoted prices or in preparation of the bid will not relieve the vendor except as provided under Louisiana RS 38:2214.

Upon agreement of both parties, the vendor and the Avoyelles Parish School Board, the bid may be extended on a month to month basis.

Orders will be placed by the managers.

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: Karen Tutor

Title: Superintendent of Schools

Address: Avoyelles Parish School Board

221 Tunica Drive West

Marksville. Louisiana 7135 1

Phone: (318) 253-5982

CONTRACTOR: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone/Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 of this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall comply with 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.

Contact Person: If you have any questions concerning this Invitation for Bid, please phone Jenny Welch, Supervisor at (318) 240-0229.

By the signature of its authorized representative on this document, the bidder hereby certifies that it is in compliance with Executive Order 11246, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of labor regulations (41 CFR Part 60).

NAME OF FIRM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE, OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPED NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPLETE ADDRESS OF FIRM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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TELEPHONE NUMBER OF FIRM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX NUMBER OF FIRM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS OF FIRM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(NOTE: COMPLETE BUT DO NOT DETACH THIS SHEET.)

**GENERAL RULES, CONDITIONS and INSTRUCTIONS FOR BIDDERS**

SECTION I: BIDS

The date, time and place of bid openings will be shown on all Invitations to Bid.

All bids shall be submitted sealed to the address given in the Invitation to Bid on or before the time of the bid opening.

Bids shall be submitted only on the bid proposal form provided. The entire document must be returned. You may make a copy to keep in your files.

All information required on the bid form must be supplied to constitute a regular bid.

Bids or amendments thereto received after the date and time designated for the opening of bids or received unsealed will be returned unopened.

The bid form 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**.

Bids must be signed by a duly authorized representative of the firm and returned in a sealed envelope marked "**Sealed Food Bid**" and indicating the **date and hour of opening**.

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.

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.

The prices quoted shall include handling and delivery to each school in the School Food Authority.

Bids submitted are binding on all bidders for 30 days from the date of the bid opening. Errors in quoted prices or in preparation of the bid will not relieve the vendor except as provided under Louisiana RS 38:2214.

Vendors who fail to respond after having been invited to bid for three (3) bid openings will be deleted from the vendor list.

When samples are required, they must be submitted by the vendor to the School Food Service Office or other designated place at least two working days prior to the date of the bid opening. Reimbursement will be made by the School Food Service Department to the vendor for all samples requested. Samples shall be representative of the product to be furnished if awarded the bid.

All products quoted shall have been processed and packed in accordance with good commercial practice and shall be in good condition at the time of delivery. All canned and processed staple foods shall be of the current year's pack. All products shall conform in all respects to all applicable standards promulgated under the Federal Food, Drug, and Cosmetic Act in effect at the time of delivery.

Bids shall not include state and local sales taxes. Any vendor awarded a contract will be required to add all applicable sales taxes to invoices. These taxes will be remitted to the vendor and it will be the vendor's responsibility to report and remit these taxes to the appropriate agencies.

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 School Food Authority.

**SECTION II: AWARDS**

Bids will be awarded by Item to the lowest responsible bidder whose bid is responsive and most advantageous to the School Food Authority. Each School Food Authority reserves the right to accept or reject any or all items for which bids are quoted, and to waive informalities.

The right is reserved to increase or to decrease the quantities, where shown, for any item or items in the bid. Quantities, when listed, are estimated only; however, every effort will be made to make the estimates realistic.

When brand name or equal is specified, each School Food Authority will be the sole determiner of product equality and all decisions as to equality will be final.

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.

**SECTIONIII: DELIVERIES**

Deliveries shall be made on a regularly scheduled basis to each school between the hours of **7:00 a.m. to l2:30 p.m**., Tuesday through Friday, except school holidays. Delivery schedules shall be submitted to the School Food Service Director/ Supervisor for prior approval and shall remain constant from week to week.

Delivery trucks shall be allowed to be unloaded within a reasonable time frame. Drivers and helpers shall deliver merchandise to the receiving area as designated by the manager or his/her designated by the manager or his/her designee at each school.

The manager or her/his designee will check the number of items delivered against the requisition/purchase order and invoice at the time of delivery and both the manager or his/her designee and the delivery person will sign the appropriate forms for shortages, errors, and/or obviously damaged goods.

Deliveries shall be subject to a re-weighing. Payment shall be made on the basis of net weight of materials delivered.

The vendor must give immediate notice to the School Food Service Department of inability to deliver. The School Food Service Department reserves the right to cancel that portion of an order which the vendor has failed to deliver at the time specified.

If the vendor is temporarily out of stock of a particular item, he/she may deliver an equal or superior product at an equal or lower price with prior approval of the School Food Service Director/Supervisor.

When delivered products appear to below the grade of the products specified, the buyer reserves the right to submit the items in doubt to the nearest local or regional USDA office for official inspection and grading. The expense of the inspection shall be paid by the vendor if any article fails in any way to meet specifications.

Payment for any used portion of a delivery found to be inferior to specifications shall be made on an adjusted price basis.

**SECTION IV: INVOICES AND STATEMENTS**

Successful vendors shall be required to leave triplicate invoices with the representative who receives the items at each respective school.

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

**SECTION V: CONTRACT CONDITIONS**

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

Contracts may be terminated at any time on thirty (30) days’ notice upon the mutual agreement of both parties, or at any time if the terms of the contract are violated in any way.

**AVOYELLES PARISH SCHOOL BOARD**

**Price Quotation on Foods**

**NOTICE TO VENDORS**

**NOTICE:**

This is not an order. It is merely a request for prices with approximate amounts needed. When the orders are placed, the exact quantity will be indicated by the school placing each respective order.

The School Board reserves the right of awarding all or any of the items according to its best interest.

Should an ERROR be made in extending total prices, the unit price will govern.

Quotations must be net, including transportation and handling charges fully prepaid by the contractor to destination.

The School Board reserves the right to cancel that portion of an order which the vendor fails to deliver at the time specified.

The vendor shall be notified by mail if he is awarded any business.

Please come for comparative pricing the day after the quotations are due.

Each firm awarded any item or items for schools will receive orders on the item(s) for duration of the time specified.

In the event of duplicate bids, the School Board Office reserves the right to award bids to either vendor.

**INSPECTION:**

Inspection is to be as requested by the School Board.

A USDA Inspection Certificate must be submitted to the School Board for canned fruits and vegetables for each item for which a grade is specified on the Quotation Request provided the combined award for the parish is fifty cases or more. This certificate must be furnished before delivery is made on any order.

When grade is specified by the School Board for other items such as meat, poultry, fish, etc., an appropriate grade certificate should be required from the appropriate branch of the United States Department of Agriculture.

Inspection by a representative of the USDA will be requested at intervals on any order of twenty-five cases or more of canned fruits or vegetables. Any item which does not meet the grade requirement specified must be picked up by the vendor and replaced with the product of the specified grade.

The Unit Price of each item includes delivery of the items with all transportation charges prepaid to the destination. All items shall be delivered to the attached specified schools and locations on the date specified when the order is placed. Vendors must be able to assure the School Board that they have sufficient trucks and equipment to make satisfactory delivery as required to the individual schools by the date(s) specified.

The vendor should give notice to the School Board Office within five days after the date of award of any inability to deliver. Any other information needed in regard to items for which quotations are requested may be obtained at the **Avoyelles Parish School Board Office located at 539 Bontempt in Marksville, Louisiana 71351.**

|  |  |
| --- | --- |
| **Avoyelles High School**  **287 Main Street**  **Moreauville, LA 71355**  **Laura Hargis, Principal 318-985-2361**  **Wanda Guillory, Manager 318-985-2060**  **wanda.guillory@avoyellespsb.com** | **Marksville Elementary School**  **430 West Waddil Street**  **Marksville, LA 71351**  **Kim 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**  **Kim Adams, 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** |

**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**

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

BOTH THE SCHOOL FOOD AUTHORITY AND VENDOR SHALL EXECUTE THIS CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Avoyelles Parish School Board

NAME OF VENDOR NAME OF SCHOOL FOOD SERVICE

1. By submission of this offer, the offer or certifies and in the case of a joint offer, each party thereto certifies as to Its own organization, that in connection with this procurement:

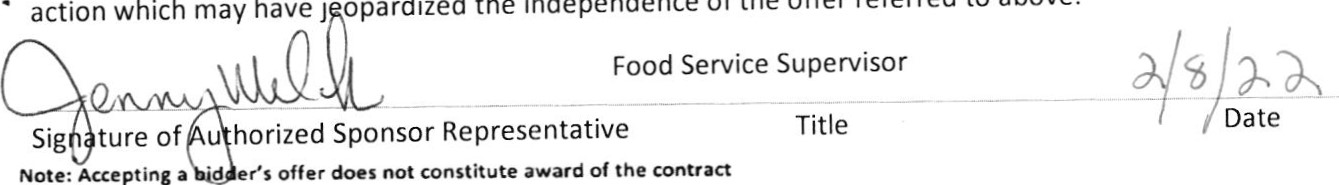
(I) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor:

* 1. Unless otherwise required by law. the prices which have been quoted in this offer have not been knowingly disclosed by the offer or and will not knowingly be disclosed by the offer or prior to opening the case of an advertised procurement, or prior to award in the case Of a negotiated procurement, directly or indirectly to any other offer or to any competitor: AND
  2. No attempt has been made or will be made by the offer or to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

1. Each person signing this offer certifies that:
   1. He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A) ( l) through (A) (3) above. or
   2. He or she is not the person in the offeror's organization responsible within that 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) (I) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated and will not participatetion any action contrary to (A) (I) 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 f0116ws:

SIGNATURE OF VENDOR'S AUTHORIZED REPRESENTATIVE TITLE DATE

In accepting this offer, the SFA certifies that the sponsor's offices, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above..

2/28/23

**AVOYELLES PARISH SCHOOL BOARD**

**221 TUNICA DRIVE WEST**

**MARKSVILLE, LA 71351**

**318-253-5982**

**TAX NOTICE:**

**NO TAX**

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

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 foreign 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, including 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 offer or 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 of 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

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 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

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 its 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

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 and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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

INSTRUTIONS TO BTDDERS 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

|  |  |  |  |
| --- | --- | --- | --- |
| 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)** | |

Approved by OMB

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

Avoyelles Parish School Board

Child Nutrition Department

Request for Bid Quotes

Bid Group:

Produce

From:

7/1/2024

To:

6/30/2025

Opening On:

5/21/2024 12:00:00 AM

Item Description

Delivery Notes

Quantity Notes

Price per Case

Apple/Grape Mix, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



SLICED APPLES, U.S. FANCY OR EXTRA FANCY, RED OR GREEN GRAPES, U.S. FANCY OR EXTRA FANCY 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED PRICE PER CASE



Apples, Golden Delicious

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

40 lb CASE











Specifications:



40 LB CASE 125 CT U.S. EXTRA OR FANCY ONLY, 98% FREE OF DECAY, 3" DIAMETER PRICE PER CASE



Apples, Granny Smith

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

40 lb CASE











Specifications:



40 LB CASE 125 CT U.S. EXTRA OR FANCY ONLY, 98% FREE OF DECAY, 3" DIAMETER PRICE PER CASE



Apples, Green, Sliced, Prepackaged

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



SLICED APPLES, U.S. FANCY OR EXTRA FANCY, 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED PRICE PER CASE





March 27, 2024 3:19 PM

Page 1 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case

Apples, Red Delicious

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

40 lb

1











Specifications:



40 LB CASE 125 CT U.S. EXTRA OR FANCY ONLY, 98% FREE OF DECAY, 3" DIAMETER PRICE PER CASE



Apples, Red Delicious, Sliced, Prepackaged

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



SLICED APPLES, U.S. FANCY OR EXTRA FANCY, 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED PRICE PER CASE



Bananas, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

40 lb CASE











Specifications:



40 # CASE 100-120 COUNT PER CASE 90% FREE FROM DAMAGE, 8" MINIMUM, REGULAR SIZE TURNING RIPE (MORE YELLOW THAN GREEN) PRICE PER CASE



Broccoli, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

1 ea

#3











Specifications:



3 LB BAG U.S. NO 1 TRIMMED SULFITE FREE PACKAGED IN GAS PERMEABLE PACKAGE CODE DATED PRICE PER CASE



Cabbage, Green, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

50 lb











Specifications:



U.S. NO 1 GRADE STANDARD DOMESTIC 50# PER CASE PRICE PER CASE



March 27, 2024 3:19 PM

Page 2 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case



Cabbage, Red Shredded

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb BAG

.











Specifications:



5 LB BAG U.S. NO 1 SHREDDED SULFITE FREE PACKAGED IN GAS PERMEABLE PACKAGE CODE DATED PRICE PER BAG



Cantaloupe, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

35 lb











Specifications:



U.S. NO1 STANDARD, LIGHT GREEN TO YELLOW NO DECAY OR MOLD 35# CASE PRICE PER CASE



Canteloupe Cubes, Fresh, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, FRESH CUT 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED PRICE PER CASE



Carrots, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb BAG

#2











Specifications:



MEETS TECHNICAL REQUIREMENTS OF U.S. NO 1 GRADE MEDIUM 3/4" TO 1 1/2" 5 IN LONG 5 # BAG PRICE PER BAG



Carrots, Fresh Baby Peel, , Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce sup

24/4 oz CUPS















March 27, 2024 3:19 PM

Page 3 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case

Carrots, Fresh Baby Peel, w/lowfat ranch , Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, BABY CARROTS, FRESH 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED AND CONTAIN LOW FAT RANCH DRESSING INSIDE EACH CONTAINER PRICE PER CASE



Carrots, Fresh, Baby

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

1 lb BAG











Specifications:



U.S. NO 1 GRADE BABY CARROTS 1 # BAG PRICE PER BAG



Carrots, Shredded

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb BAG











Specifications:



5 LB BAG U.S. NO 1 READY TO SERVE VACUUMED SEALED PRICE PER BAG



Carrots/Celery, Fresh, w/ Low Fat Ranch, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, BABY CARROTS AND CELERY STICKS 4" LONG , FRESH CUT 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED AND CONTAIN LOW FAT RANCH DRESSING INSIDE EACH CONTAINER PRICE PER CASE



Cauliflower Chunks, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

3 lb BAG

#2











Specifications:



3 LB BAG U.S. NO 1 TRIMMED SULFITE FREE PACKAGED IN GAS PERMEABLE PACKAGE CODE DATED PRICE PER BAG



March 27, 2024 3:19 PM

Page 4 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case



Cauliflower,Fresh, w/Low Fat Ranch, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, CAULIFLOWER CHUNKS, FRESH CUT 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED AND CONTAIN LOW FAT RANCH DRESSING INSIDE EACH CONTAINER PRICE PER CASE



Celery Sticks, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb BAG

1089C











Specifications:



U.S. NO 1 STANDARD SLEEVED PACK VACUUMED SEALED 5# BAG EACH CASE PRICE PER CASE



Celery Sticks, w/Low Fat Ranch, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, CELERY STICKS 4" LONG, FRESH CUT 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED AND CONTAIN LOW FAT RANCH DRESSING INSIDE EACH CONTAINER PRICE PER CASE



Cole Slaw Mix, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb

#3











Specifications:



MIXTURE OF GREEN CABBAGE, RED CABBAGE AND CARROTS SULFITE FREE PACKAGED IN GAS PERMEABLE PACKAGE CODE DATED 5LB CASE PRICE PER CASE



Creole Seasoning

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb













March 27, 2024 3:19 PM

Page 5 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case



Cucumbers Slices, Fresh, , Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce sup

24/4 oz CUPS













Cucumbers Slices, Fresh,w/ lowfat ranch , Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, SLICED CUCUMBERS, FRESH CUT 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED AND CONTAIN LOW FAT RANCH DRESSING INSIDE EACH CONTAINER PRICE PER CASE



Cucumbers, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb BAG

#2











Specifications:



U.S. NO 1 NO DECAY ON ENDS 2 3/8" IN DIAMETER MAX MEDIUM SIZE APPROXIMATELY 6" LONG 5 # BAG PER CASE PRICE PER CASE



Fruit Cup,Fresh ,Four, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 GRADE FRESH CUT PINEAPPLE CHUNKS, GRAPES, CANTALOUPE, AND HONEYDEW MELON 24 4 OZ CASE MUST BE CLEAR WITH LID SEALED PRICE PER CASE



Grapes, Fresh, White Seedless, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

18 lb CASE

#2











Specifications:



SEEDLESS VARIETY U.S. NO 1 GRADE MATURE FIRM AND FIRMLY ATTACHED TO STEM. NO MOLD OR BACTERIA 18# CASE PRICE PER CASE





March 27, 2024 3:19 PM

Page 6 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case

Grapes, Fresh, Red Seedless

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

18 lb CASE

#2











Specifications:



SEEDLESS VARIETY U.S. NO 1 GRADE MATURE FIRM AND FIRMLY ATTACHED TO STEM. NO MOLD OR BACTERIA 18# CASE PRICE PER CASE



Grapes, Fresh, Red, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



RED VARIETY U.S. GRADE NO 1 24 4 OZ CUPS PER CASE MUST BE CLEAR CONTAINER WITH LID SEALED PRICE PER CASE



Honeydew Melon, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

30 lb











Specifications:



U.S. NO1 STANDARD, 30# CASE PRICE PER CASE



Lettuce, Fresh Romaine

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24 ea CASE

#2











Specifications:



GRADE STANDARD REFERENCE TITLE 7 CFR 51.3295 WELL TRIMMED 24 HEADS PER CASE PRICE PER CASE



Lettuce, Fresh Romaine chopped

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

6/2#

#2













Melon Medley, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



March 27, 2024 3:19 PM

Page 7 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, FRESH CUT CANTALOUPE AND HONEYDEW MELON, FRESH CUT 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED PRICE PER CASE



Onions, Green, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

3 ea BAG

#2











Specifications:



U.S. NO 1 GRADE STANDARD MEDIUM SIZE 3 COUNT PER CASE PRICE PER CASE



Onions, Red, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb BAG

#2











Specifications:



U.S. NO 1 GRADE 5# CASE PRICE PER CASE



Onions, Yellow, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb

#3











Specifications:



U.S. NO1 MEDIUM OR LARGE 5LB CASE PRICE PER CASE



Oranges ,Satsumas

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

40 lb CASE

#2











Specifications:



40 LB CASE 176-210 CT U.S. EXTRA OR FANCY ONLY, 98% FREE OF DECAY, 3" DIAMETER PRICE PER CASE



Oranges, Valencia

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



March 27, 2024 3:19 PM

Page 8 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case



Fresh Produce

40 lb CASE











Specifications:



40 LB CASE 125 CT U.S. EXTRA OR FANCY ONLY, 98% FREE OF DECAY, 3" DIAMETER PRICE PER CASE



Parsley, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

3 ea

#2











Specifications:



3 BUNCHES PER CASE PRICE PER CASE



Pears, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

40 lb CASE













Peppers, Sweet Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb BAG

#2











Specifications:



GREEN BELL PEPPER U.S. NO1 STANDARD MEDIUM SIZE GREEN COLOR 5 LB CASE PRICE PER CASE



Pineapple Chunks, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 GRADE FRESH CUT CHUNKS 24 4 OZ CASE MUST BE CLEAR WITH LID SEALED PRICE PER CASE



Pineapple/Red Grapes, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS













March 27, 2024 3:19 PM

Page 9 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case

Specifications:



U.S. NO 1 GRADE FRESH CUT PINEAPPLE CHUNKS AND GRAPES 24 4 OZ CASE MUST BE CLEAR WITH LID SEALED PRICE PER CASE



Plums, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

28 lb CASE













Potatoes, Red, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

5 lb BAG

#2











Specifications:



U.S. NO 1 GRADE RED ROUND 5# CASE PRICE PER CASE



Potatoes, Sweet, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

50 lb SACK

1234











Specifications:



U.S. NO 1 AMERICAN GROUP LOUISIANAN GROWN WHEN IN SEASON 50# CASE PRICE PER CASE



Potatoes, White, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

50 lb CASE











Specifications:



U.S. NO 1 GRADE RUSSET 120 SIZE 50# CASE PRICE PER CASE



Spinach, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

10 oz











Specifications:



U.S. NO 1 GRADE TENDER AMERICAN GROWN SAVORY OR FLAT LEAFED TRIMMED AND WASHED SULFITE FREE GAS PERMEABLE PACKAGE CODE DATED 10 OZ PER BAG PRICE PER BAG



March 27, 2024 3:19 PM

Page 10 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case



Strawberries, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS

#3











Specifications:



U.S. NO1 STANDARD AMERICAN GROWN, LOUISIANA GROWN WHEN IN SEASON 24 4OZ CUPS PER CASE MUST BE CLEAR WITH LID SEALED PRICE PER CASE



Tomatoes, Cherry

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

12 pint CASE











Specifications:



U.S. GRADE NO 1 RIPENESS STAGE 5 12 CARTONS PER CASE PRICE PER CASE



Tomatoes, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

25 lb











Specifications:



U.S. GRADE 1 RIPENESS STAGE 5 PINK TO LIGHT RED MEDIUM TO LARGE 25# CASE PRICE PER CASE



Tomatoes, Grape, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce sup

24/4 oz CUPS













Tomatoes, Grape,w/ lowfat ranch , Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, GRAPE TOMATOES, RIPENESS STAGE 5 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED AND CONTAIN LOW FAT RANCH DRESSING INSIDE EACH CONTAINER PRICE PER CASE





March 27, 2024 3:19 PM

Page 11 of 12

Request for Bid Quotes

Item Description

Delivery Notes

Quantity Notes

Price per Case

Veggie 3 Part w/ Low Fat Ranch, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, SLICED CARROTS CELERY AND BROCCOLI, FRESH CUT 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED AND CONTAIN LOW FAT RANCH DRESSING INSIDE EACH CONTAINER PRICE PER CASE



Veggie 4-Part, w/Low Fat Ranch, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 STANDARD, SLICED CARROTS CELERY BROCCOLI AND GRAPE TOMATOES, FRESH CUT 24 4OZ CASE MUST BE CLEAR CONTAINER WITH LID SEALED AND CONTAIN LOW FAT RANCH DRESSING INSIDE EACH CONTAINER PRICE PER CASE



Watermelon Chunks, Prepackaged Cups

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

24/4 oz CUPS











Specifications:



U.S. NO 1 GRADE FRESH CUT CHUNKS 24 4 OZ CASE MUST BE CLEAR WITH LID SEALED PRICE PER CASE



Watermelon, Fresh

$

Choose 1

Brand

Case / Unit Description

Product Code

CN Label



Fresh Produce

25 lb MELON











Specifications:



U.S. NO 1 GRADE WHOLE MELONS AVERAGE 22-26 LB PRICE PER MELON



Name of Vendor:

Signature of Authorized Represntative





Date

Name of Authorized Representative



March 27, 2024 3:19 PM

Page 12 of 12

Request for Bid Quotes