

EAST FELICIANA PARISH SCHOOL BOARD

CARLOS J. SAM
Superintendent

RICHARD TERRELL
President

225-683-8277 ~ 225-683-5420
225-683-5378



MITCHELL HARRELL
Vice President

FAX
225-683-3320

May 3, 2017

NOTICE TO BIDDERS

The East Feliciana Parish School Board Bid Opening Committee will receive bids/quotes until one-thirty p.m. (1:30 P.M.), Daylight saving time, on Monday, June 5, 2017, thereafter to open all bids received at the East Feliciana Parish School Board Central Office Board Room, 12732 Silliman Street, Clinton, Louisiana, on the following items:

- 1) Fiscal Agent for 2017/2018 Fiscal Year (07/01/17 thru 06/30/18)
- 2) Bread and Bread Products, Food Items, Milk and Milk Products, Produce, Small Equipment, Large Equipment, Pest Control and Cleaning Supplies, Paper Goods and Disposables {Note: Bids will be valid from 07/01/17 thru 06/30/18}

Further information may be obtained at the East Feliciana Parish School Board Central Office, 12732 Silliman Street, Clinton, Louisiana 70722, during regular business hours of 8:00 A.M. until 4:00 P.M., Monday through Friday. Bids/Quotes may be hand delivered to the East Feliciana Parish School Board Central Office, 12732 Silliman Street, Town of Clinton, Louisiana, mailed to Post Office Box 397, Clinton, Louisiana 70722 or submitted electronically via fax, email: dcoleman@efschoools.net or on-line at www.centralbidding.com. The Board reserves the right to reject any and/or all non-responsive bids/quotes. Bids/Quotes may be delivered to the above address and identified by marking on envelope "Sealed Bid," due 1:30 P.M., Monday, June 5, 2017.

Carlos J. Sam
Superintendent of Schools

PLEASE PUBLISH FOUR (4) TIMES:

May 11, 2017
May 18, 2017
May 25, 2017
June 1, 2017

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12732 SILLIMAN STREET
P.O. BOX 397
CLINTON, LOUISIANA 70722

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EAST FELICIANA PARISH SCHOOL BOARD PROCUREMENT PLAN CHILD NUTRITION PROGRAMS

The East Feliciana Parish Board of Education, known hereinafter as the SFA, in order to comply with the applicable provisions, of the USDA Procurement Standards and any SFA purchasing policies and procedures, has established and made accessible to all of its employees with authority to purchase for the Child Nutrition Programs, hereinafter known as the CNP, the following Procurement Plan for the purchase of goods and services for the CNPs under its authority.

1. Effective Date: July 1, 2017 - June 30, 2018
2. Purpose and Goal: The purpose of this Procurement Plan is establish procedures for the procurement of food, equipment, other supplies, and services that will ensure that such materials and services are obtained in an effective manner and in compliance with all applicable Federal and State laws. All procurement transactions of the East Feliciana Parish School Food Service, without regard to dollar value, will be conducted in a manner that provides maximum open and free competition. It is the goal of the East Feliciana Parish School Food Service to purchase only good quality merchandise and services that will assist in meeting the goal of serving high quality meals to reasonable cost.
3. Authorized Purchasing Agents for the CNP: Supervisor, Coordinator, and Accountant of the EFPSB CNP the title(s) of person(s) who are authorized to purchase for the Child Nutrition Program(s) and designate the goods or services which they will be purchasing.)
4. Open and Free Competition will exist to the maximum extent possible by, among other ways:
 - the maintenance of a request file for potential bidders;
 - involvement of all known vendors to the extent they are capable of meeting the needs of the SFA;
 - utilization of clear, fair, and identical specifications;
 - the public announcement of this Procurement Plan annually or issuing of

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Clinton, LA 70722
70722-0279

- the same to any interested party.
 - the advertising or posting of all bids, proposal, etc.; and the mailing of invitations to Bid to all known potential bidders; and
 - the requirement of all bidders responding to a Request for Proposal or other formal solicitation document, to complete a Certificate of Independent Price Determination form.
5. Comparability of Prices and Products will be achieved through
- the use of identical specification and an on-going evaluation of products and services.
6. Adequate Documentation will be achieved through, among other ways,
- bidder request files;
 - records of communication such as telephone quotations, written quotations, proposal, bids instruments;
 - records of the opening and awarding of sealed bids, proposals, and quotations;
 - if the lowest bid, proposal, or quotation is not selected documentation of the reasons;
 - post-award notification to all vendors who responded;
 - maintenance of all written documentation for three years after submission of the final Claim for Reimbursement for the fiscal year to which the records pertain. If any audit finding have not been resolved, the records shall be maintained as long as required until the audit is closed.
7. Code of Conduct:
- a) No employee, officers or agent of the SFA nor any member of his immediate family, his or her partner, nor an organization which employs, or is about to employ, any of the above shall participate in the selection, award or administration of a contract supported by CNP funds if a conflict of interest, real or apparent, would be involved. The SFA officer's employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.
 - b) Additionally, compliance with all applicable provisions of the Louisiana Code of Governmental Ethics (R.S.42:1101-1169) or any other, rule, or regulation promulgated there under is required.
 - c) Penalties, sanctions, or other disciplinary actions for violation of these standards will be determined by the Louisiana Commission on Ethics for Public Employees as prescribed in the Louisiana Code of Governmental Ethics.

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8. Procurement Plan Review Procedures: The CNP Supervisor will review procurement actions thereby ensuring that procurement activities comply with the standards set forth in applicable State and Federal Law, avoid the purchase of unnecessary or duplicative items, and represent a fair, efficient, and effective procurement system. (List the title of the person(s) who will review procurement actions: for example, the assistant superintendent, school board purchasing agent, school board auditor, or other second party.
9. Contract Administration
 - All purchase will be verified upon receipt.
 - Assurance that all contractors and vendors conform in accordance with terms, conditions, and specifications of their contracts or purchase orders will be realized.
 - ALL successful vendors and contractors will be informed as to how, when, and on what basic payment will be made. The following person(s) will be responsible for contract administration: Superintendent of Schools, East Feliciana Parish School Board.
10. Contracting with Small and Minority Firms, Women Business Enterprises and Labor Surplus Area Firms: To the extent possible, the above-named contractors shall be offered contracts when they are potential sources for goods and services. When feasible, total requirement will be divided into small qualifies and delivery requirement will be established to permit maximum participation by these contractors.
11. Contract Provisions
 - I. All Contracts Other Than Small Purchases
 - a) Contracts other than small purchases shall contain provision or condition that will allow for administrative, contractual, or legal remedies in instance in which contractors violate or breach contract terms and shall provide for such sanctions and penalties as may be appropriate.
 - b) All contracts shall recognize mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 95-165).
 - II. Contracts Over \$10,000
 - a) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which the termination will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default because of circumstances beyond the control of contractor.

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- b) All contracts awarded in excess of \$20,000 by grantees and their contractors or sub-grantees shall contain a provision requiring compliance with Executive Order 11246 entitle A Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation (41 CFR Part 60).
- c) All contracts awarded excess of \$20,000 by the SFA to a vendor shall contain an original signed Certificate of Independent Price Determination from the vendor to ensure compliance with Federal and state procurement regulation regarding competition.

III. Contracts Over \$100,000:

- a) Contracts Over \$100,000 shall contain a provision that requires compliance with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act (42 USC 1857 (h)), 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFP Part 15) that Prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting violations to USDA and the USEPA Assistant Administrator for Enforcement.

IV. The Negotiated Contracts (except those awarded by small purchase procedures):

- a) All contracts other than small purchases shall include a provision to the effect that the SFA, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, paper, and records of the contractors, which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transactions.

12. Procurement Methods: The procurement methods that will be used by the SFA and the categories of goods and services that will be purchased by each method are as follow: Note: The \$20,000 threshold may apply to individual item or multiple item purchase on an aggregate basic. *Aggregate* is defined as the dollar value of items purchased from a single source for bid period. Breaking up purchases with the intent of circumventing formal advertising procedure is contrary to Federal procurement regulation. Any change in the district's normal purchasing practices resulting in the aggregate amount of purchases becoming less than \$20,000 must be documented for review and audit purposes.

- I. Small Purchase Procedures shall be used to purchase foods, fresh produce, and equipment and supplies for which the aggregate is less than \$20,000. Equipment and supplies costing less than \$20,000 but more than \$10,000 will not have fewer

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than three telephones, written or facsimile quotations.

II. **Competitive Sealed Bids** shall be used to purchase milk and milk products; bread; canned and staple foods, fresh and frozen meats, and other foods; cleaning supplies, paper supplies, and equipment for which the aggregate is more than \$20,000. When competitive sealed bids are used, the following conditions; stipulations, and terms will be included:

- a) The Invitation to Bid will be publicly advertised.
- b) Bids will be solicited from an adequate number of known suppliers in sufficient time prior to the date set for the opening of the bids.
- c) The Invitations to Bid will clearly define the item or services needed in order for the bidders to be able to properly respond. This information shall include product specifications and general purchasing conditions.
- d) The Invitations to Bid will include the Certificate of Independent Price Determination form to be completed and signed by each bidder to ensure compliance with Federal and state procurement regulations regarding competition.
- e) All bids will be opened publicly at the time and place stated in the invitations for bids.
- f) A firm's, fixed-price contract award will be made by written notice to the responsible bidder whose bid is the lowest, assuming the bid conforms to the requirements in the invitation for bids.
- g) Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle cost for equipment, if applicable, will be considered in determining which bid is the lowest.
- h) Payment discounts will be used only to determine the low bid when prior experience indicates that such discounts are generally taken.
- i) Any and all bids may be rejected when there are sound documented reasons in the best interest of the program.
- j) Cost plus a percentage of cost method on contracting is prohibited.
- k) Each responsive bidder shall include a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary ExclusionB Lower Tier Covered Transactions form with any procurement contract bid totaling \$100,000 or more, or for audit services regardless of amount.
- l) Each vendor whose procurement contract bid offer totaling \$100,000 or more was accepted shall sign a Certification Regarding Lobbying form, and a completed Disclosure of Lobbying Activities form, if applicable. The Certification Regarding Lobbying form shall be an integral part of the final procurement contract. Any disclosure forms received by the school food authority will be copied and the original forwarded to the State agency.

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III.) Competitive Negotiation will be used whenever competitive sealed bids are determined to be inappropriate, unfeasible or impossible, and will adhere to the following conditions. Stipulations and terms:

- a) Proposals will be solicited from an adequate number at a minimum two, of qualified sources to permit reasonable competitions.
- b) The Request for Proposals will be publicized, and reasonable requests by other sources to compete must be honored to the maximum extent possible.
- c) The Request for Proposal will identify all significant evaluation factors including the price or cost, where required, and their relative importance.
- d) The SFA shall provide a mechanism for technical evaluation of the proposals received, to determine which responsible bidders will be further contacted for the purpose of further written and oral discussions for the selection of contract award.
- e) Each responsive bidder shall include a signed Certification regarding Debarment, Suspensions, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions form with any procurement contract bid totaling \$100,000 or more, or for adult services regardless of amount.
- f) Each vendor whose procurement contract bid offer totaling \$100,000 or more was accepted shall sign a Certification Regarding Lobbying form, and a completed Disclosure of Lobbying Activities form. If applicable. The Certification Regarding Lobbying form shall be an integral part of the final procurement contract. Any disclosure forms received by the SFA will be copied and the original forwards to the State agency.

IV.) Noncompetitive Negotiation will be used when there is only one supplier when after solicitation from a number of sources, competition is determined to be inadequate; or when a public emergency that will not permit the delay involved with competitive bids and negotiation exists.

Signed By:

DeShonda Coleman
CNP Supervisor

5-11-17
Date

Charles J. Sam
Superintendent of Schools

5/11/17
Date

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REQUIRED CONTRACT PROVISIONS FOR PROCUREMENT CONTRACTS IN CHILD NUTRITION PROGRAMS

Required Contract Provisions from Appendix II 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 II of 2 CFR Part 200E).
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 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency Appendix II 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).
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. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence (Appendix II of 2 CFR Part 200(I)).
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 non-Federal entity including the manner by which it will be effected and the basis for settlement (Appendix II of 2 CFR Part 200(B)).
7. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient 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 subrecipient 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 II 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. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).
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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549 (Appendix II of 2 CFR Part 200(H)).
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 the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award (Appendix II of 2 CFR Part 200(I)).

Required Contract Provisions from 2 CFR Part 200

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 a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)

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P.O. Box 279
Hammond, LA 70404

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 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products.

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

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

- A. Alternative substitute (s) that are domestic and meet the required specifications:
 - a. 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 IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*.

Prototype
Certificate of Independent Price Determination

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

S & W Wholesale Foods, LLC
P.O. Box 279

Hammond, LA 70404
(Name of Vendor)

(Name of School Food Authority)

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Vendor certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Sara Matise
Signature of Vendor's
Authorized Representative

Bid Manager
Title

6/3/17
Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

DeShond Coleman
Signature of School Food Authority's
Authorized Representative

Supervisor of Ancillary & Instructional Support Services
Title

5-11-17
Date

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

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017, subpart c- Responsibilities of Participants. The regulations were published in the November 26, 2003, Federal Register (pages 66534-66566). Copies of the regulations may be obtained by contacting the Department of Agriculture.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

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

*STW Wholesale Foods, LLC.
Lara Matise 6/3/17*

East Feliciana Parish School Board

Organization Name

PR/Award Number or Project Name

DeShonda Coleman, Supervisor of Ancillary & Instructional Support Services

Name and Title of Authorized Representative

DeShonda Coleman
Signature

5-11-17

Date

INSTRUCTIONS TO BIDDERS FOR COMPLETING CERTIFICATION FORM

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

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the U. S. Department of Agriculture regulations 7 CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

1. Type of Federal Action: (enter letter of choice) <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: (enter letter of choice) <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			6. Federal Program Name/Description: CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes <input checked="" type="checkbox"/> No					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This Disclosure of Lobbying Activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: <u>Lara Matise</u> Print Name: <u>Dara Matise</u> Title: <u>Bid Manager</u> Telephone No.: <u>985-542-4444</u> Date: <u>6/3/17</u>	
Federal Use Only				Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; contract, grant, or loan award number; application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

East Feliciana Parish School Board
Child Nutrition Program
2732 Silliman Street, P.O. Box 397
Clinton, Louisiana 70722

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDORS

SUBMITTING OF BIDS

A BID FORMS – Bids must be submitted on the forms furnished. Bidders are cautioned to complete all pertinent information required on the bid form. Failure to fill in all blanks on the bid form and failure to provide all information required will render the proposal informal and may cause its rejection.

B BID ENVELOPE - Bids are to be placed in a sealed envelope plainly identified in the lower left hand corner BID FOR "Food Items". Envelopes must also indicate the name and address of the vendor and addressed for mailing to:

East Feliciana Parish School Board
DeShonda Coleman
Child Nutrition Program
12732 Silliman Street, P.O. Box 397
Clinton, Louisiana 70722

C PLACE, DATE, AND HOUR - Each bidder must assume the responsibility for assuring his bid is in the East Feliciana Parish School Board, Child Nutrition Program 2732 Silliman Street, P.O. Box 397, Clinton, Louisiana 70722.

Bids will be received before:

1:30 P.M. on Monday, June 5, 2017 late or unsigned bids arriving after the stated time and date will not be considered and will be returned unopened to the vendor

D All bids require bidder's signature in ink. Typed printed, copied or stamped names will not be accepted and will be reason to reject the bid.

E ALL CORRECTIONS ON BID FORMS MUST BE INITIALED IN INK

- F. The sealed bid must be returned by, MAIL or HAND DELIVERED, at which, a receipt will be issued.
- G. The quantities specified are only an ESTIMATE. The purchaser has the privilege of increasing or decreasing the quantities where shown, for any item or items in the bid. Every effort will be made to make the estimates realistic.
- H. The prices quoted shall include handling and deliveries to each school cafeteria in the parish. A list of schools and their addresses is provided.
- I. The bid should not include sales tax. Upon invoicing, the successful bidder should then place proper sales and use tax applicable. The current taxing structure for the East Feliciana Parish School Board is 0% parish and 0% state.
- J. Vendors who failed to respond after having been invited to bid for three (3) bid openings will be deleted from the vendor list.
- K. When samples are required, they must be submitted by the vendor to the Child Nutrition office or other designated place at least two working days prior to the date of the bid opening. Samples shall be representatives of the product to be delivered should the bid be awarded.
- L. All contracts, unless otherwise specifically stated, shall require new commodities, fresh stock, and latest pack. 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 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.
- M. 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.

AWARDS

- A. The specific bid item shall be awarded to the lowest bidder meeting the specifications and at the same time, best fulfilling the needs of the East Feliciana Parish School Board. The East Feliciana Parish

S & W Wholesale Foods, LL
P.O. Box 279
Hammond, LA 70404

School Board will be the sole judge of equality of products and comparability to specifications.

- B. The East Feliciana Parish School Board reserves the right to select any part of the whole bid as well as to reject any or all bids and to waive any informality when such action or waiver is in its best interest.
- C. Discounts offered for prompt payment will be accepted but these discounts will not be considered in evaluating bids unless all other factors are equal.
- D. Bid award becomes official at the time bids are accepted by the Board during their official meeting. The bid will cover the entire term beginning August 1, 2017 through July 31, 2018 including the Summer Food Program. The option to extend the bid will be done in writing if both the Board and Vendor mutually agrees. The prices remain firm for the entire term of the contract. We reserve the right to purchase off the state contract.
- E. At the time fixed for the opening formal bids, their contents will be made public for the information of bidders and others properly interested, which may be present in person or by representative. The opening of bids will be for reading only.
- F. A Bid Award Letter, which lists the items awarded to the vendor, will serve as sufficient notice of acceptance of bid and award of the contract. This letter will be mailed to the vendor at the address listed on the Invitation.
- G. When brand name or equal is specified, each School Food authority will be the sole determiner of product quality and all decisions as to quality will be final.
- H. In the case of identical bids, East Feliciana Parish Child Nutrition Program will compare brand names for product quality and the bid according to quality will be awarded. If brands are identical, then a coin will be flipped.
- I. Vendors who go out of business and fail to render services are considered in breach of contract. Items awarded will be re-awarded to the next lowest bidder. The said vendor will incur the cost of the difference in the price of the next vendor and be requested to pay this amount to the East Feliciana Parish School Board.

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

DELIVERING AND ORDERING

Deliveries are to be made to all school cafeterias between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday, except school calendar holidays. Delivering of all items will begin on July 24, 2017, to each individual school. A school calendar is included for your information. Delivery schedules will be negotiated upon award of the bid and shall be agreeable and advantageous to both parties.

Vendors shall be responsible for making timely deliveries except in cases where a scheduled delivery is impossible because of acts of God, war or other major catastrophe beyond the control of the vendor. If, however, deliveries cannot be scheduled to the above, the Child Nutrition Office must be notified. The vendor shall then deliver at the earliest immediate date possible.

The vendor must also notify the Child Nutrition office IMMEDIATELY of the inability to deliver for any other reason. The Child Nutrition Program reserves the right to cancel that portion of an order which the vendor has failed to deliver at the time specified.

BACK ORDERS will not be accepted. If a vendor is temporally 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 Child Nutrition Field Manager.

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

The manager or his/her 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.

When items certified by the Louisiana Department of Agriculture appear to be inferior to 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. All other delivered items which do not fulfill specification requirements shall be rejected. Rejected items shall be removed and replaced promptly by the vendor at no cost to the East Feliciana Child Nutrition Program.

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

Milk, Meat and Frozen Foods shall be delivered in refrigerated trucks every two weeks. Temperatures in trucks delivering refrigerated food shall be between 33 -- 40 degrees Fahrenheit. Temperatures in trucks delivering frozen foods shall be 0 degrees Fahrenheit or below. All items delivered must be in prime conditions upon delivery. Canned vegetables, fruits and other grocery items require delivery every two (2) weeks.

CN labels are required on all pre-portioned breaded products. Nutritional Analysis is required for those items identified with an asterisk. These **MUST** be submitted at the time of the bid opening. CN labels are not needed on items identified by the brand and CN number.

INVOICES AND STATEMENTS

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

Statements shall be submitted monthly to the East Feliciana Parish School Board no later than seven (7) days after the month in which delivery was made.

Each statement shall contain a record of all purchases, by school, for the month (in chronological order with the invoice number listed).

It is to be understood that no invoice shall be paid before all conditions of this bid have been completed to the satisfaction of the East Feliciana Parish School Board.

Payments will be made by invoice only through the East Feliciana Parish School Board, 12732 Silliman Street, P.O. Box 397, Clinton LA 70722. All monthly invoices will be paid within thirty (30) days after correct monthly statements have been received.

CONTRACT CONDITIONS

Repeated failure to make delivery in accordance with specifications and continuous substitution of items or back ordering without notice will result in the termination of the contract and/or disqualification of the vendor until such time as he/she furnished satisfactory evidence that future obligation can be fulfilled. Failure to render prompt service will be considered in making subsequent awards.

This contract may be terminated at any time on thirty (30) days notice upon mutual agreement of both parties, or immediately when terms of the contract are violated in anyway.

The East Feliciana 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 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 audits, examination, excerpts, and transcriptions.

APPROVED EQUAL

It is the intent of these specifications that, wherever products are identified by name, equal product of other manufactures which meet the owner's approval may be used. However, in order to provide a basis of comparison, each bidder shall attach to his complete specifications, cuts, Child Nutrition labels (CN) and other pertinent data on all items he proposes to furnish which are of difference manufacturer than those specified, and which he proposes as "equal".

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

SPECIFIC CONDITIONS AND INSTRUCTIONS

BID: FOOD ITEMS (LINE ITEM BID AWARD)

1. NUTRITION DATA SUBMISSION FORM REQUIRED FOR ALL MARKED ITEMS. (*)
2. Grades, where indicated, are base on the standards established by the U.S. Department of agriculture, Production and Marketing Administration, Fruit and Vegetable Division. The grade specified must be supplied and all food must be of the most current pack available. All food delivered shall be packed in the original container and sealed and shall be the brand indicated.
3. All items are subject to final acceptance at the point of delivery. Delivery is to be made in such manner as to insure cleanliness and sanitation of the food. Acceptable temperature range for dry and canned foods shall be no greater than 70 degrees Fahrenheit.
4. If the vendor fails to deliver by the specified delivery date or a reasonable time thereafter, giving acceptable reasons for delay, the purchasing agency reserves the right to cancel the portions which failed to deliver within the specified time and/or to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the vendor.
5. Drained weights of canned fruits and vegetables should be the same of those recommended in the U.S. Standards in effect at the time of purchase. When the time delivered does not meet the drained weight requirement for each can, but otherwise meets all specifications, the receiving agency may, at its option, accept the delivery provided that the vendor furnishes, at no additional cost, enough additional merchandise to compensate for the deficiency, or deducts from his invoice an amount sufficient to compensate for the deficiency.
6. All cans must be labeled as to variety, area where packed and content which included count, drained weight, size, etc.
7. All merchandise shall be in good condition at the time of delivery and shall, under proper storage conditions have a shelf life of at least six months. Rusted and badly dented cans or containers showing evidence of leakage or swelling will not be accepted.
8. The quantities stated are the minimum quantities needed. Prices are to be quoted on price per unit.
9. Purchase orders of various sizes, quantities, and amounts will be issued from time to time as supplies are needed throughout the term of this contract.
10. Deliveries are to be made to each school cafeteria. * starting July 24, 2014

SPECIFIC CONDITIONS AND INSTRUCTIONS

FROZEN FOODS

Includes Breakfast Items, Meat/Meat Alternates, Fruits and Vegetables

1. NUTRITION DATA AND CN LABELS ARE REQUIRED FOR ALL MARKED ITEMS.
2. Grades, where indicated, are based on the standards established by the U.S. Department of Agriculture, Production and Marketing Administration, Fruit and Vegetable Division. The grade specified must be supplied and all food must be of the most current pack available. All food delivered shall be packed in the original container and sealed and shall be the brand indicated.
3. All items are subject to final acceptance at the point of delivery. Delivery is to be made in such manner as to insure cleanliness and sanitation of the food.
4. If the vendor fails to deliver by the specified delivery date or a reasonable time thereafter, giving acceptable reasons for delay, the purchasing agency reserves the right to cancel the portions which failed to be delivered within the specified time and/or to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the vendor.
5. The quantities stated are the minimum quantities needed. Prices are to be quoted on price per unit.
6. The acceptable range for frozen foods shall be 0 degrees Fahrenheit or below. The acceptable range for refrigerated foods shall be 33 to 40 degrees Fahrenheit.
7. Purchase orders of various sizes, quantities, amounts will be issued from time to time as supplies are needed throughout the term of this contract.
8. Deliveries are to be made to each school cafeteria.
9. First delivery July 24, 2017

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

East Feliciana Parish School Board

BID FORM

THIS PROPOSAL SHALL BE EXECUTED AND SUBMITTED IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL ARTICLES AND REQUIREMENTS CONTAINED HEREIN SHALL REMAIN AND BECOME A PART OF THE CONTRACT FOR WORK. ALL APPROPRIATE BLANK SPACES SHALL BE FILLED IN.

East Feliciana Parish School Board
James Bell, Supervisor
12732 Silliman Street
P.O. Box 397
Clinton LA 70722

RE: BID NAME: Food Items

Gentlemen:

The undersigned, in compliance with your invitation for bids on the aforementioned for the East Feliciana Parish School Board, in East Feliciana Parish, Louisiana, having examined the specification notices and related documents hereby proposes to furnish the items in accordance with the specifications and the prices listed on the attached bid form(s).

IMPORTANT: Quotations have been checked for mathematical and typographical errors before submitting.

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

FIRM NAME OF BIDDER: _____

Signature: Dara Matisse

Print Signature: Dara Matisse

Complete Address: S & W Wholesale Foods, LLC
P.O. Box 279

Contact Person: Hammond, LA 70404
Dara Matisse

Phone Number: (985) 542-4444

Fax Number: (985) 542-4440

Federal Tax ID #: 72-0824-612

THIS FORM MUST BE SUBMITTED WITH BID

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

East Feliciana Parish School Board

BID FORM - CONTINUED

By the signature of its authorized representative on this document, the bidder hereby certifies that it is in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857) (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environment Protection Agency regulations (40CFR Part 15). Violations shall be reported to the United States Department of Agriculture and the USEPA Assistant Administrator of Enforcement (EN-329).

The bidder should also comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

The bidder further 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: S+W Wholesale Foods, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Dara Matisse

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Dara Matisse

TITLE OF AUTHORIZED REPRESENTATIVE: Bid Manager

COMPLETE ADDRESS OF FIRM: S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

TELEPHONE NUMBER OF FIRM: 985-542-4444

FAX NUMBER: 985-542-4440

EMAIL: daram@s-wfoods.com

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

THIS FORM MUST BE SUBMITTED WITH BID

S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404

East Feliciana Parish School Board

BID FORM - CONTINUED

LOUISIANA ETHICS COMPLIANCE CERTIFICATE

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

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

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

AUTHORIZED SIGNATURE:

Dara Matisse

PRINT SIGNATURE:

Dara Matisse

DATE:

6/3/17

TITLE:

Bid Manager

THIS FORM MUST BE SUBMITTED WITH BID