

JEFFERSON DAVIS PARISH SCHOOL BOARD

NOTICE TO BIDDERS

The Jefferson Davis Parish School Board Child Nutrition Department will be receiving bids for: **Large Equipment on April 13, 2017 at 10:00 A.M.** at the Food Service Warehouse located at 1627 Wilbert D. Rochelle Ave Jennings, LA 70546. Sealed bids must be mailed to Jefferson Davis Parish School Board P.O. 640 Jennings, LA 70546. Sealed bids will be opened publicly for reading and tabulation. Bids will be approved by the School Board.

Quotations for this class of food items will be binding for the following 10 month period:
July 1, 2017 - June 30, 2018

General Rules, Conditions, and Instructions for Bidders along with Detailed Specifications and Bid Forms may be obtained by calling or writing to Tina Coleman, Supervisor, Child Nutrition Program at P.O. Box 640 Jennings, LA 70546 or call (337) 824-1969.

Bids and required documentation must be sealed and the envelope marked:
"Large Equipment" Bid Opening: April 13, 2017 @ 10:00 A.M.

1. All vendors will adhere to General Rules, Conditions and Instructions and be held accountable for following said rules.
2. The enclosed bid form must be used and completed in ink. The Debarment, Lobbying, and Price Determination Forms required by USDA must be completed and returned with bid in order for bid to be considered.
3. Any notations appearing on outside of envelope intended to amend bid in any manner will not be considered.
4. The bid must be signed by a duly authorized representative of the firm, be returned by registered mail, return receipt requested, or hand delivered at which time a receipt is issued. In accordance with Act 590 of the 2008 Legislature, the bid document may be viewed online. Official Bid Documents are available at Central Bidding. Electronic Bids are accepted at Central Bidding. Central Bidding can be accessed at www.centralbidding.com. For questions related to the electronic bidding process, please contact Central Bidding at 225-810-4814.
5. Bids received after the date and time stated will not be considered and will be returned to the bidder unopened.

Jefferson Davis Parish Child Nutrition Program reserves the right to reject any and/or all bids and waive any informalities incident thereto.

Submitted by: Tina Coleman, Supervisor CNP
Jefferson Davis Parish School Board

Publication Dates: March 14, March 16, and March 19, 2017

**JEFFERSON DAVIS PARISH SCHOOL BOARD
CHILD NUTRITION DEPARTMENT**

BID PROPOSAL FORM

Bid Item: Large Equipment

Bid Period and Length of Contract: July 1, 2017 – June 30, 2018

Item/Specification	Brand	Quantity	Unit Price	Comments
Heavy Duty Stainless Steel Utility Cart - Two Shelves Cart has two 12" vertical bumpers on frame and end bumpers on handle protect walls and furniture. 2 solid shelves with dimensions of 21"x49" and 23½" spacing. NSF listed. 21"Wx55"Dx37½"H. 122 lbs. <ul style="list-style-type: none"> • 2800 lb. rolling capacity • Heavy duty all-welded stainless steel construction • Solid shelves feature three edges turned up, one turned down for easy item removal • 5" casters, two fixed and two swivel 	Winholt Model#: 942-005 Or Equal	1	970.30	970.30
To be delivered to Food Service Warehouse 1627 Wilbert D. Rochelle Ave (formerly S Cutting Ave) Jennings, LA.				
Mixer Serial number: 31-1344-978 Model number: HL600 Chopper To be delivered to Food Service Warehouse 1627 Wilbert D. Rochelle Ave (formerly S Cutting Ave) Jennings, LA.	Hobart Legacy IATIN-C/ EPRIV	1	598.92	598.92
Mixer Serial number: 31-1344-978 Model number: HL600 Slicer, Shredder To be delivered to Food Service Warehouse 1627 Wilbert D. Rochelle Ave (formerly S Cutting Ave) Jennings, LA.	Hobart Legacy VS9-12 VS9HOLD-SGH 12 VS9PLT-3/32SH	1	1272.71	1,272.71
Heated Holding Cabinet - Controlled Humidity Full Height, Clear Dutch Doors Full Height, Insulated Humidity-Controlled Holding and Proofing Cabinet continuously monitors both	Metro Model#: 340-349 Or Equal	2	5,589.78	11,179.56

<p>temperature and humidity, providing accurate control over the internal cabinet environment, resulting in better food quality. Clear Dutch Doors. Low water sensor and low temperature alarm assure cabinet is performing safely. Non-marking polymer bumper and drop trough combination. Water reservoir is removable and can be replaced. 120V. 1950 watts. 90" cord included. 30"Wx36$\frac{3}{4}$"Dx74$\frac{1}{4}$"H. 410 lbs.</p>				
<ul style="list-style-type: none"> • Heavy duty stainless steel exterior • Field reversible doors • Separate controls for temperature and humidity • Digital controls, +70°F to +200°F temperature range, relative humidity range of 0%—95% • 5" casters, two with brakes • Universal wire slides hold a variety of pans <p>Pan Capacities</p>				
<ul style="list-style-type: none"> • 18"Wx26"D: 17 • 12"Wx20"Dx2$\frac{1}{2}$"H: 32 • Slide Spacing: 3" <p>ONE YEAR LIMITED WARRANTY</p> <p><u>Delivery to:</u></p> <p>1) Hathaway High 4040 Pine Island Hwy Jennings, LA 70546 and</p> <p>2) Lake Arthur High 4374 Tiger Lane Lake Arthur, LA 70549</p>				

All quotes are to include the full cost, including delivery and/or set in place charges.

Set in place not included, drop ship only.

CONTRACT SECTION

In compliance with the attached Invitation to Bid and subject to conditions imposed in the General Rules, Conditions, and Instructions, the undersigned vendor offers and agrees to furnish all items at the specifications and price set opposite each item for the contract period set forth in the "Notice to Bidders" section upon the award of this contract by the Jefferson Davis Parish School Board.

Name of Vendor:

Douglas Food Stores, Inc.

Signature of Vendor:

Kayla Fox

Typed Name of Authorized Representative:

Kayla Fox

Title of Authorized Representative:

Bid Specialist

Complete Address:

301 North St

Bluefield, WV 24701

Phone Number:

(304) 327-0149

Fax:

(304) 325-3848

E-mail:

kayla@douglasequipment.us

Date:

4/13/17

The attached bid proposal is hereby accepted and this instrument becomes a contract according to specifications and conditions stated herein.

Name of School System:

Jefferson Davis Parish School Board

Signature of Authorized Representative:

Typed Name of Authorized Representative:

Tina Coleman

Title of Authorized Representative:

Supervisor, Child Nutrition Program

Complete Mailing Address:

P.O. Box 640

Jennings, LA 70546

Phone:

(337) 824-1969

Fax:

(337) 824-4189

E-Mail:

tina.coleman@jdpbsbk12.org

Date:

JEFFERSON DAVIS PARISH SCHOOL BOARD

LARGE EQUIPMENT BID

BIDDING INSTRUCTIONS, GENERAL RULES, AND CONDITIONS

Copies of these Instructions, General Rules and Conditions shall be retained in files of vendors and other interested persons for ready reference. Vendors must provide delivery as specified in bid according to the schedule agreed upon in advance. It is understood that all items shall meet specifications as set forth.

AWARDING OF BIDS

Domestic Preference: Quality being equal, preference is hereby given to products made in the United States.

By Item Basis: Bids will be awarded by item to the lowest responsible bidder whose bid is responsive and most advantageous to the Jefferson Davis Parish Child Nutrition Program. Jefferson Davis Parish Child Nutrition Program reserves the right to select any part of a bid or the whole bid.

Tie Bids: In the case of a tie, when all factors are equal, award shall be made by a single drawing, witnessed by three (3) employees of the Jefferson Davis Parish Child Nutrition Program.

Specifications: Failure to state brands, furnish samples and specifications when requested in quotation may result in disqualification or non consideration of such quotations. If bidding an item other than the one specified, bidders are required to attach to the Bid Proposal Form complete specifications and pictures of each appropriate item.

Should additional space be necessary for explanatory notes or data other than the price of an item place the information on separate pages and clearly indicate on the Bid Proposal Form the location of such information.

Net Prices: Quoted prices will be assumed to be net, including delivery and handling charges fully prepaid by the vendor to be delivered as agreed in bid.

Taxes: All quotations shall be submitted exclusive of all Federal, and Parish taxes. The School Board is exempt from Louisiana State Sales Tax..

Errors: Errors in quoted prices may be corrected by sending a letter requesting changes to the prices to the Child Nutrition Department. The Child Nutrition Department reserves the right to accept or reject the changed pricing.

Increase/Decrease: The right is reserved to increase or decrease the quantities of any item or items shown in the quotation. Quantities when listed are estimates only; however, every effort will be made to make the estimates realistic within a 10% tolerance.

Alternative Quotation: Alternative Quotations will not be considered unless invited or unless vendor has discussed the item with the Supervisor.

Conditional Quotations: Conditional quotations are subject to rejection in whole or part.

Withdrawal of Quotations: A written request for the withdrawal of a quotation or any part thereof will be granted if the request is received prior to the specified time of opening. A letter of request is also needed to remove an item after the bid is accepted, if the vendor cannot honor a price due to a price increase since the bid was submitted.

Disqualifications: Repeated failures to make deliveries in accordance with specifications and /or the General Rules and Conditions may result in disqualification of the vendor until such time as he furnishes satisfactory evidence that he can fulfill future obligations. Failure to make prompt deliveries will be considered in making subsequent awards.

Rejection of Bids: The Jefferson Davis Parish School Board reserves the right to reject any and /or all bids and to waive informalities.

Notice of Acceptance: One copy of the Vendor's Bid Proposal countersigned by a duly authorized representative of the Jefferson Davis Parish Child Nutrition Department, mailed or delivered to the address given on the Vendor's Bid Proposal, will be considered sufficient notice of acceptance of the bid and award of the contract.

ORDERS AND DELIVERIES

Placement of Orders: Orders for equipment will originate from the Child Nutrition Office on Purchase Orders. The contract does not constitute an order.

Central Warehouse: Deliveries will be drop-site single deliveries to the Jefferson Davis Parish Central Food Warehouse located at 1627 S. Cutting Ave, Jennings, LA 70546 or to a school site, whichever is stated in the bid.

Time of Delivery: Deliveries shall be made between the hours of 7:30 A.M. and 2:00 P.M. Monday thru Friday of each week, except on school holidays. Prior approval for scheduled deliveries is mandatory, and shall be obtained by contacting the Child Nutrition Program Office at 337 824-1969.

Checking Deliveries: The Child Nutrition Department representative will check the number of items delivered against the purchase order and invoice at the time of delivery.

Both the warehouse and delivery personnel will sign the appropriate forms for shortages, errors, and/or obviously damaged goods.

Inability to Deliver: Vendors shall be responsible for making timely deliveries except in cases where scheduled delivery is impossible because of Acts of God, war or other major catastrophes beyond the control of the vendor. If for any reason, however, deliveries cannot be made on schedule the Child Nutrition Office must be notified. The vendor shall then deliver at the earliest date possible.

Default of Delivery: The Child Nutrition Department reserves the right to cancel that portion of the order which the vendor has failed to deliver at the time specified.

INVOICES AND STATEMENTS

Invoices: Invoices for the items delivered and accepted shall be submitted in duplicate to the representative at the warehouse or the place where delivered.

Statements: Shall be submitted monthly to the Child Nutrition Department no later than seven (7) days after the month in which delivery was made. Each statement shall contain a record of all purchases for the month.

Payment: All invoices will be paid after monthly statements have received. Any questions regarding payments should be addressed to the Child Nutrition Department Bookkeeper at (337) 824-1969.

CONTRACT CONDITIONS

EEO: The vendor shall comply 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).

Insurance: All insurance for all delivery trucks and personnel shall be the sole responsibility of the vendor being awarded the bid. The vendor agrees to be responsible for damage to Jefferson Davis Parish School Board equipment, buildings and grounds that are a direct result of carelessness of the delivery person.

Business: All vendors must regularly be in the wholesale business and in full compliance with all local, state, and Federal regulations and codes governing the production, packaging, sale, and distribution of the products listed.

Authorization: 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 Child Nutrition Office.

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

Area Permits: When applicable successful vendors shall be responsible for all necessary Jefferson Davis Parish and surrounding area permits required to complete item specification requirements.

Audits: The Jefferson Davis 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, shall have access to any books, documents, papers and records of the vendor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

Public Law 100-46: In compliance with Title I, Section 644 of Public Law 100-46, please be advised that the Jefferson Davis Parish Child Nutrition Program is funded sixty percent with Federal Funds for total of approximately one million two hundred thousand dollars (1,200,000.00).

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED NSTRUCTIONS)

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

Douglas Food Stores, Inc.

Organization Name

17671

PR/Award Number or Project Name

Kayla Fox Bid Specialist

Name and Title of Authorized Representative

Kayla Fox

Signature

4/13/17

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.

0348-0046

Disclosure of Lobbying Activities

(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: <input type="checkbox"/> Prime <input type="checkbox"/> 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: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____	
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <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 <i>(check all that apply):</i> <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: <div style="text-align: right;"><i>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></div>		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This Disclosure of Lobbying Activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0346-0046

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.

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

CERTIFICATION REGARDING LOBBYING

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Douglas Food Stores, Inc.
NAME/ADDRESS of VENDOR

Kayla Fox Bid Specialist
TITLE/TITLE of SUBMITTING OFFICIAL

Kayla Fox
SIGNATURE

4/13/17
DATE

Non-Discrimination Statement: The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

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)

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 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*.

To all Bidders:

We in the Jefferson Davis Parish School Board Child Nutrition Program believe in providing a sound, nutritious meal that is held to the highest standards of food safety and quality. If your product and/or services prove to not hold to these standards, the Child Nutrition Program reserves the right to terminate any awarded contract.

We do not wish to discontinue any products and/or services once they have been established. Any incidences will be immediately reported to the vendor to allow for corrections. If within any bid period, a vendor is presented with 3 correspondences from the Offices of the Child Nutrition Program with reputable proof of poor quality in service and/or product, the vendor may be disqualified based on conditions of the contract. All cancellations of said contracts will be made by mail and telephone.

Tina Coleman
Supervisor, Child Nutrition Program
Jefferson Davis Parish School Board

Non-discrimination Statement: The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider and employer.