

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

ST. CHARLES PARISH SCHOOL BOARD



**REQUEST FOR BID
2016-2017**

FROZEN FOOD PRODUCTS BID

ISSUED: MARCH 3, 2016

RESPONSES DUE: MARCH 22, 2016

ALL RESPONSES MUST BE SENT TO:

**ST. CHARLES PARISH PUBLIC SCHOOLS
ATTN: TERESA BROWN, DIRECTOR OF CHILD NUTRITION
13855 RIVER ROAD
LULING, LA 70070**

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

Table of Contents

I. SCHEDULE 3

II. CONTRACT 4

III. GENERAL BID INSTRUCTIONS 5

IV. BID TERMS AND CONDITIONS 7

V. ADDENDA 12

 Addendum A – Additional Forms 13

 Addendum B – School Addresses 19

I. SCHEDULE

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

The following is the current schedule as defined by St. Charles Parish Schools

Selection Process Step	Date
Release and Issuance of RFB	March 3, 2016
Advertisement of RFB	March 3, 2016
Advertisement of RFB	March 10, 2016
Bids Due	March 22, 2016
Bid Award	April 20, 2016

II. CONTRACT

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

In compliance with the attached request for bids and subject to conditions imposed in the specifications, general bid instructions, and bid terms and conditions, the undersigned firm offers and agrees to furnish any or all items at the price set opposite each item for the period: **July 1, 2016 to June 30, 2017**, upon award of the contract by St. Charles Parish Public Schools.

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

NAME OF FIRM

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TYPED NAME OF AUTHORIZED REPRESENTATIVE

COMPLETE ADDRESS OF FIRM

TELEPHONE NUMBER

FAX NUMBER

E MAIL ADDRESS

DATE

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

985-542-4444

985-542-4440

daram@s-wfoods.com

3/21/16

This instrument becomes a contract according to specifications and conditions stated herein **AFTER A SIGNATURE AND DATE APPEARS BELOW.**

NAME OF SCHOOL SYSTEM

St. Charles Parish Public Schools

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

Director of Child Nutrition

COMPLETE ADDRESS OF SCHOOL SYSTEM

13855 River Road

Luling, LA 70070

TELEPHONE NUMBER

985-785-3179

DATE

III. GENERAL BID INSTRUCTIONS

This section outlines the information that must be included in your Bid. Vendors should review this list to ensure that their bids include all requested information prior to submission.

Vendors are strongly encouraged to carefully read this entire Request For Bids.

Notice is hereby given that the following School Food Authority (SFA): St. Charles Parish Public Schools will receive sealed bids at St. Charles Parish School Board Office, Child Nutrition Department, 13855 River Road, Luling, Louisiana 70070 until **9am on Tuesday, March 22, 2016** for Frozen Food Products..

The Bid Period for Frozen Food Products is **July 1, 2016 to June 30, 2017**.

1. All bids are required to be submitted by either certified or registered mail with a return receipt requested or hand-delivered at which time a receipt will be issued. UPS and Federal Express are acceptable. All bids shall be typed and submitted in a sealed envelope clearly labeled on the outside:

FROZEN FOOD PRODUCTS, March 22, 2016.

Bids are to be mailed to:

**Office of Child Nutrition
St. Charles Parish School Board
13855 River Road
Luling, LA 70070**

2. Additionally, bids may be submitted on-line at www.centrauctionhouse.com.
3. Bids will be opened and publicly acknowledged at the hour of **9am on Tuesday, March 22, 2016** in the Office of Child Nutrition, St. Charles Parish Public Schools, 13855 River Road, Luling, Louisiana.

No bid will be accepted after the time of opening under any circumstances whatsoever. It is the responsibility of the bidder to see that the bid is in the Office of Child Nutrition before the time of opening.

4. Detailed specifications are provided on bid forms. The intent of the detailed specifications is to request bids for Frozen Food Products that will provide a high quality, cost-effective merchandise that will meet the needs of the Child Nutrition Department and the school district from a vendor that can provide high quality product and support in a timely manner.
5. The bid must be signed and dated by a representative of the vendor's company who is authorized to negotiate contracts.
6. Vendors submitting bids should allow for normal mail or delivery time to ensure timely receipt of their Bid.
7. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any St. Charles Parish Schools official, employee and/or consultant. Only those

transactions provided in written form from St. Charles Parish Schools may be considered binding. Also, the Parish will honor only written and signed transactions from vendors.

8. St. Charles Parish Schools shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.
9. Successful bidders must provide required certificates of insurance within 5 days of bid award.

St. Charles Parish Public Schools**Office of Child Nutrition****Accounting Department****13855 River Road****Luling, Louisiana 70070****S & W Wholesale Foods, LLC
P.O. Box 279
Hammond, LA 70404****IV. BID TERMS AND CONDITIONS****REQUEST FOR BID FORMAT**

Bids must be made in strict accordance with the Request For Bid format provided herein.

GENERAL BID TERMS

- Frozen, Meat, Poultry and Fish Products shall be delivered weekly as per the individual school's orders. Arrangements will be made prior to the bid cycle to coordinate ordering and deliveries. The order shall be faxed to the awarding vendor the week before the delivery is requested.
- Nutritional information, Ingredient statements must be provided for each item.
- Product testing is done annually in St. Charles Parish. During this process brand names are selected based on taste and price. All vendors are informed and allowed to submit products for testing, therefore, alternate brands will not be accepted.
- Brand Name and Label Number must be clearly shown on each can, case, etc. and will be checked upon delivery. If the correct accepted brand and label number is not received it may be refused. If a substitution is needed, it must be an approved brand and have the approval of St. Charles Parish Child Nutrition Program. Written notification of any possible substitution must be made prior to delivery.
- St. Charles Parish Public Schools may accept all brands equal to those mentioned only after a sample has been submitted and approved by the Director of Child Nutrition.
- There are no minimum delivery amounts required.
- There are no estimated quantities listed for this product class. Vendor shall submit his bid on all items listed in the Request for Bid packet.
- Products under this class shall be delivered in a timely manner as per each individual school order or bulk ordering to Central Office.

- **Back orders will not be accepted.** Any product not delivered at the specified time will automatically be considered CANCELLED.
- Contract prices will be guaranteed for the bid period specified on the Request for Bid packet. In the event additional purchases are needed with an option of an additional bid period extension as agreed upon by both parties for the same unit price.
- **SPECIFICATIONS:** Failure to state brands, furnish samples, and/or specifications when requested may result in disqualification of non-consideration of such quotation.
- **BID UNITS:** All bids must be submitted for the requested bid unit. Failure to bid the specific unit requested may cause a bid to be rejected.
- **ERRORS:** Errors in quoted prices or in preparation of the quotation form will not relieve the vendor. Corrections in quotations must be initialed by the vendor in ink. The use of liquid paper will not be accepted on any quote.
- **NET PRICES:** Quotation prices, unless otherwise specified, will be assumed to be net, including delivery and handling charges to respective schools fully prepaid by vendor and subject only to cash discount.
- **TAX:** All quotation shall be submitted exclusive of taxes. A tax exempt certificate can be supplied to the vendor upon request.

AWARDS

- **LOWEST RESPONSIBLE VENDOR:** This bid is a “**LINE ITEM**” bid. Award shall be made based on each line item to the lowest bidder whose quotation conforms to the specifications with consideration given to the qualities of the article, the purpose for which the articles are required, and the time required for delivery.
- **TIE BIDS:** In the event of a tie bid, Title 34, Chapter 5, Section 529 of the Louisiana Administrative Code shall prevail.
- **NOTICE OF ACCEPTANCE:** Written notice of award to a vendor will be mailed or delivered to the address given on the returned **Request for Bids**.
- **DOMESTIC PREFERENCE:** Quality being equal and food safety being of great importance, preference is hereby given to food grown or processed in the United States.
- **INCREASE OR DECREASE IN QUANTITIES:** 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.

- **CASH DISCOUNTS:** Cash discounts offered will be considered in determining awards. Time shall be counted from date of delivery at destination or from date correct invoice is received from vendor, whichever occurs last.
- **DISQUALIFICATION:** Repeated failures to make deliveries in accordance with specifications and/or these 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.
- **NEW FOODS, FRESH STOCK:** All quotations, unless otherwise specifically stated, shall produce the newest available stock or pack.
- **PRIOR APPROVAL:** When prior approval is listed in the product description, only items that have been approved prior to the bid opening will be considered.
- **OR EQUAL BRANDS:** Where "or equal" appears in the brand description, the vendor may bid a brand other than the brands listed, providing quality is equal. The purchaser reserves the right to make the final determination of equality of brands.
- **MANUFACTURER'S CHOICE:** When "Manufacturer's/Distributor's Choice" is listed in the product description, the vendor may bid a brand of choice providing all specifications, grades, packaging requirements, etc. are met.
- **REQUIREMENTS FOR PROCESSED FOODS:** Canned foods shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and Amendments thereto and to subsequent decisions of the USDA, also to the laws of the state. Canned foods shall be prepared, canned, and sealed under sanitary conditions and in accordance with good commercial practice. When minimum drained weights are not specified, the cans shall be of standard fill. Canned fruits and vegetables shall be of the latest crop. Periodic spot checking on quality fill of container, size of container, and overall adherence to specifications will be conducted by a USDA Processed Foods Inspector.

ORDERS AND DELIVERIES

- **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers.
- **WEIGHT CHECKING:** Deliveries shall be subject to a reweighing on official scales. Payment shall be made on the basis of net weight of materials delivered.
- **INSPECTION AND TEST:** Inspection shall be made by or at the direction of the Child Nutrition Department and any articles supplied that are defective, or fail in any way to meet specifications or other requirements of the quotation may be rejected. The expense of the inspection shall be paid by the vendor if any article fails in any way to meet specification of other requirements. The Child Nutrition Department shall pay the expense

of an inspection if the article or articles meet specifications and other requirements.

- **TIME OF DELIVERY:** Deliveries to schools are to be made between the hours of 6:30 A.M. and 1:30 P.M. or as specified on the **Request for Bids** for each category.

INVOICES AND STATEMENTS

- **INVOICES:** Invoices for the items delivered and accepted shall be submitted by the vendor in duplicate to the place of delivery. Invoices shall be approximately 8 ½ " x 11". Invoices that cannot pass through an automatic feed copier will not be accepted. Invoices are paid on a monthly basis.

AUTHORIZED SIGNATURES

Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of St. Charles Parish Public Schools, any agent submitting a bid on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind the Bidder. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of St. Charles Parish Public Schools, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

BULLETINS AND ADDENDA

Any bulletins or addenda to the Bid specifications issued during the period between issuance of the RFB and receipt of bids are to be considered covered in the Bid and in awarding a contract they will become a part thereof. Receipt of bulletins or addenda shall be acknowledged by vendors in their bid cover letter.

FALSE OR MISLEADING STATEMENTS

If, in our opinion, a bid contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by the vendor, the entire bid shall be rejected.

CLARIFICATION OF BID

We reserve the right to obtain clarification of any point in a vendor's bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's bid.

RESPONSIVENESS

Bids should respond to all requirements of this RFB to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration, if the approach clearly offers us increased benefits.

REJECTION OF BID

St. Charles Parish Public Schools reserves the right to reject any/or all bids and waive any informalities.

St. Charles Parish Public Schools shall have the option to refuse bids submitted by vendors who have failed to honor their bid awards. Said vendor may be required to pay the difference if St. Charles Parish Public Schools has to purchase those items at a higher price.

Bids that are not prepared in accordance with these instructions to vendors may be rejected and/or disqualified. If not rejected, St. Charles Parish Public Schools may demand correction of any deficiency and accept the corrected bid upon compliance with these instructions to proposing vendors.

Any one or more of the following causes, among others, may be considered sufficient for the disqualification of and the rejection of any bid:

- 1) Evidence of collusion among Bidders.
- 2) Lack of competency as revealed by financial statements, experience, or other factors.
- 3) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- 4) Default on a previous Contract for failure to perform.
- 5) Any other cause which St. Charles Parish Public Schools may, in its sole discretion, deem appropriate.

BID MODIFICATIONS

Any vendor may modify their bid by written or fax communications up to 2 days prior to the closing time. The written or fax communication should not reveal the bid price as this will not be known until the sealed bid is opened.

NEGOTIATIONS

St. Charles Parish Public Schools reserves the right to negotiate with any and all bidders.

POSTPONEMENT OF DATE FOR RECEIPT AND OPENING OF BIDS

- 1) St. Charles Parish Public Schools reserves the right to postpone the date for receipt and opening of bids and will give written notice of any such postponement to all persons or other legal entities to which solicitation documents have been issued at any time prior to the previously scheduled closing time for receipt and opening of bids.
- 2) Bids will be received only at the place and only until the scheduled closing time for receipt and

Hammond, LA 70404

opening of bids designated in the solicitation. It is the sole responsibility of the Bidder to see that the bid is received at the designated place and by the designated time. Any bid received after the scheduled closing time for receipt and opening of bids will be returned unopened to the Bidder at the Bidder's expense or destroyed if requested in writing.

- 3) At the place and time set for the receipt and opening of bids, each and every bid, except those which have been withdrawn in accordance with this solicitation, received prior to the scheduled closing time for receipt and opening of bids will be publicly opened and the name of the Bidder read aloud, irrespective of any technicalities or informalities in such bids.

ACCEPTANCE OF BIDS

- 1) The contents of the bid of the successful bidder will become, at our option, a contractual obligation if a contract ensues. Failure of the successful bidder to accept this obligation may result in cancellation of the award.
- 2) Bids submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposing vendors. The St. Charles Parish Public Schools reserves the right to terminate the selection process at any time and to reject any or all bids.
- 3) The St. Charles Parish Public Schools reserves the right to accept the bid that is, in its judgment, the best and most favorable to the interests of the St. Charles Parish Public Schools and to the public; to reject the low price bid; to accept any item of any bid; to reject in whole or in part any and all Bids; and to waive any and all technicalities, irregularities, and informalities in any Bid submitted or in the Request for Bid process; provided; however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposing vendors should not rely upon, or anticipate, such waivers in submitting their Bid.

ACCEPTANCE PERIOD

Unless otherwise specified herein, bids are firm for a period of one hundred twenty (120) days.

CANCELLATION OF SOLICITATION

The St. Charles Parish Public Schools may cancel this solicitation at any time.

COMPLIANCE WITH LAWS

All bids shall comply with current federal, state, and other laws relative thereto.

DEBARMENT AND SUSPENSION

By submission of a response to this solicitation, the respondent certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, or declared ineligible from participation in any transaction by any Federal department or agency.

SPECIAL CIRCUMSTANCES

If a bidder/contractor receives a bid award and the bidder/contractor is unable to meet the delivery requirements, meet service requirements, meet product needs as outlined in this RFB, honor bid price, provide product or service within a reasonable period of time, AND/OR provide product complying with bid specifications, as determined by the SFA, the SFA reserves the right to go to the next lowest bid price of equal quality which meets bid specifications.

If the bid item delivered does not meet specifications or is received in an unsatisfactory condition or is damaged or is in an unusable condition or if service is unsatisfactory, the bidder/contractor must pick up item immediately and replace to each SFA member district's satisfaction at no additional charge or issue full credit.

In the event of a tie bid, Title 34, Chapter 5, Section 529 of the Louisiana Administrative Code shall prevail.

NATURAL DISASTER CLAUSE

Bid prices as approved by the school board are firm and cannot be changed during the contract period. However, in case of unforeseen natural disaster events (hurricanes, tornadoes, and other weather related disasters) prices may be adjusted so that the vendor does not have to incur losses. Vendor must request in writing a price adjustment, which includes documentation of their current costs of their products. The final adjusted prices must be approved by the Director of Child Nutrition.

BUY AMERICAN CLAUSE

Products must be produced in the United States or contain at least 51% of domestic products.

Further information regarding this bid may be obtained from:

Teresa C. Brown, CNP Director
St. Charles Parish Public Schools
13855 River Road
Luling, Louisiana 70070
Telephone: (985) 785-3179
Fax: (985) 785-3182

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

USDA Non-Discrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

V. ADDENDA

ADDENDUM A -- Additional Forms

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

- Equal Employment Opportunity
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certificate of Independent Price Determination
- Non-Collusion Statement

EQUAL EMPLOYMENT OPPORTUNITY

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

Name of Firm

S & W Wholesale Foods, LLCP.O. Box 279

Complete Address of Firm

Hammond, LA 70404

Telephone Number

985-542-4444

Signature of Authorized Representative

Dara MatiseTyped Name of Authorized
RepresentativeDara Matise

Title of Authorized Representative

Bid Manager

Date

3/21/16

ST. CHARLES PARISH PUBLIC SCHOOLS DOES NOT DISCRIMINATE ON THE BASIS OF
RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, DISABILITIES OR VETERAN STATUS. WE
ARE AN EQUAL OPPORTUNITY EMPLOYER.

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.

S & W Wholesale Foods, LLC

P.O. Box 279

Hammond, LA 70404

S & W Wholesale Foods LLC.
NAME/ADDRESS of VENDOR

Bid Manager
TITLE/TITLE of SUBMITTING OFFICIAL

Lara Matisse
SIGNATURE

3/21/16
DATE

USDA is an equal opportunity provider and employer.

Disclosure of Lobbying Activities
Page 1 of 3

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 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	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: _____	
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.		
Federal Use Only		Signature: <u>Dara Matisse</u> Print Name: <u>Dara Matisse</u> Title: <u>Bid Manager</u> Telephone No.: <u>985-542-4444</u> Date: <u>3/21/16</u> Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Disclosure of Lobbying Activities
Page 2 of 3

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 _____

Authorized for Local Reproduction
Standard Form - LLL-A

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

Disclosure of Lobbying Activities
Page 3 of 3

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

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.

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

Organization Name

PR/Award Number or Project Name

Dara Matisse Bid Manager

Name and Title of Authorized Representative

Dara Matisse

Signature

3/21/16
Date

P.O. Box 279
Hammond, LA 70404

Certification Regarding Debarment/Suspension
Page 2 of 2

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 Non-procurement 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.

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

Name of Vendor **Deviand, LA 70404**

St. Charles Parish Public Schools

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 be 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 past 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:

Dara Matise
Signature of Vendor's
Authorized Representative

Bid Manager
Title

3/21/16
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.

Juan C. Brown
Signature of School Food Authority's
Authorized Representative

Director of Child Nutrition
Title

3/3/16
Date

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

NON-COLLUSION STATEMENT

The Antitrust Division of the United States Department of Justice seeks to prevent collusion, expose monopolies, and preserve competition in public purchasing. Collusion occurs when providers of the same goods or services get together and agree to fix or set prices. In procurement, it is the most commonly known as "price-fixing" or "bid-rigging."

Vendors, by submitting this signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Louisiana or United States law.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any unlawful act of collusion, no attempt has been made to induce any other person or vendor to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above stated statement is accurate under penalty of perjury.

Name of Firm

S & W Wholesale Foods, LLCP.O. Box 279

Complete Address of Firm

Hammond, LA 70404

Telephone Number

985-542-4444

Signature of Authorized Representative

Dara MatiseTyped Name of Authorized
RepresentativeDara Matise

Title of Authorized Representative

Bid Manager

Date

3/21/16