

OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES

Vendor:

Associated Food Equipment & Supplies

This form is a checklist for essential bid documents to be returned.

Included (Please Check)	Not Included (Please Check)	BID: FS7-25 Walk-In Cooler (Highland) and Walk-In Freezer (Crosley)
✓		1. Invitation To Bid with Original Signature
✓		2. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
✓		3. Certification Regarding Lobbying
✓		4. Disclosure of Lobbying Activities
✓		5. Certificate of Independent Price Determination
✓		6. Addendums (if any are distributed)
✓		7. Job Site Visitation Form
✓		8. Bid Form

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

12/2/24

RETURN THIS PAGE WITH BID FORM

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES
INVITATION TO BID**

SECTION I

Bid Number: FS7-25 **Walk-In Cooler (Highland) and Walk-In Freezer (Crosley)**

Date Bid Mailed: November 7, 2024

Bid Opening Date: Friday, December 6, 2024

Location of Bid Opening:

Ouachita Parish Child Nutrition Services
920 Thomas Road
West Monroe, LA 71292

Closing Time of Bids: 2:00 P.M., C.D.S.T.

Opening Time of Bids: 2:05 P.M., C.D.S.T.

The person signing this document shall be an employee of the bidding company and shall have the authority to obligate the company to comply with the terms set forth herein.

In compliance with the Invitation to Bid; in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted within the time stipulated above, to furnish any and all items which prices are quoted in accordance with the specifications applying at the price set opposite each item. Items shall be delivered within 90 calendar days from the date of purchase order.

The OPSB will render full payment to the successful bidder upon delivery, inspection, and acceptance of products as outlined in Special Terms and Conditions.

Our response to bid **FS7-25** is to be considered an offer from our company. I have read and understood bid **FS7-25**, my company is in compliance with the federal acts listed on page 5 - 9 under Section III, and I have reviewed my bid prices on the bid form. I acknowledge this by my signature.

RETURN ORIGINAL SIGNED BID TO:

Jo Lynne Correro, CNPC Bid Coordinator
Child Nutrition Services
Ouachita Parish School System

Post Office Box 1642, Monroe, LA 71210-1642 (**Mailing Address**)
920 Thomas Road, West Monroe, LA 71292 (**Physical Address**)

Firm Name Associated Food Equipment Supplies Address 130 Wheelock Street
City Alexandria State La ZIP 71301 Area Code 318 Telephone 704 6097

AUTHORIZED SIGNATURE Frank Bourdeaux

Contract Administrator:

Printed Name Frank Bourdeaux Title Manager

Address 130 Wheelock St City Alexandria State La ZIP 71301

Area Code 318 Telephone 704 6097 Email: frank@afesoo.com

RETURN THIS PAGE WITH BID FORM

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES
GENERAL INFORMATION**

SECTION II

2.0.1 Sealed, written bids will be received by OUACHITA PARISH CHILD NUTRITION PROGRAM until **2:00 p.m. Friday, December 6, 2024** in the Child Nutrition Program Office of the Ouachita Parish School Board (OPSB) on 920 Thomas Road, West Monroe, LA.

Bids must be received prior to the date and time designated by the closing time or the bids will be returned, unopened to the appropriate bidder. Post marks, or dating of documents will be given no consideration in case of late bids. However, if a deliverer, UPS, Federal Express, US Air, etc. can provide documented proof as evidenced by the signature of a OPSB employee that substantiates the claim that the bid was delivered to the proper place prior to the time and date set for the bid opening and, through fault of the OPSB personnel, the bid did not get to the proper authority, the bid will be considered.

2.0.2 Bidders also have the option to submit bids electronically. To submit a bid electronically, bidders must register at **Central Bidding** by visiting either <https://www.centralbidding.com> or <https://www.centraलाuctionhouse.com>. For technical questions relating to the electronic bidding process for Central Bidding call Support 833.412.5717. Fees to submit electronically may apply. Payments of fees are the responsibility of the bidder. Submission of an electronic bid requires an electronic bid bond and a digital signature.

2.0.3 The Ouachita Parish School Board (OPSB) reserves the right to reject any or all bids and to waive informalities. Informality is defined as a requirement of the specifications that is needed for information only, and failure on the part of the bidder to provide it would have no impact on the outcome of the bid. In such a case, the bidder would be given a specified period of time to provide the information. Failure of the bidder to comply with this timeline would result with the bid being rejected for reasons of non-compliance.

2.0.3 The Invitation to Bid, Section I, page 2, must be signed by an officer or member of the bidder who is authorized to legally bind the bidder to the terms of this invitation and of the bid.

2.0.4 All bids shall be considered to be effective and available for dates specified under Bid Period as stated above unless otherwise stated in the Special Conditions, below. No bid may be withdrawn prior to the expiration of that time.

2.0.5 Samples, if requested by the Ouachita Parish School Board, must be furnished free of any charge to the Ouachita Parish School Board. If not destroyed or consumed in testing or evaluation, or required to be retained in connection with the award, it will be returned upon request, at Bidder's expense. The OPSB reserves the right to damage, destroy or consume supplies if it is considered reasonably necessary to do so for purposes of testing, inspection or evaluation.

2.0.6 Any manufacturer's names, catalog or model numbers, or other similar material identifying a particular product, or a particular grade of product, is used for descriptive purposes, to establish the standard of quality, design, and performance required. Such use shall not be construed to exclude proposals based upon other products of like quality and performance. However, any substitution or departure proposed must be clearly noted and described, and the attention of the OPSB directed thereto by boldface type, asterisk, or similar device. Otherwise, it will be assumed that Bidder proposed to supply the items specifically described in the Special Condition below.

2.0.7 It is understood and agreed that Bidder, if awarded the subject contract, will protect, defend and hold harmless the OPSB, its members, agents and employees, from any claims, suits or demands for payment that

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may be brought for the use of any patented or copyrighted material, device, article or process, of any material that is a trade secret, that may enter into the design, manufacture, or use of the items or services contracted for, including any material, device, article or process the use of which is substantially important to the proper and most effective use of the items or services contracted for.

2.0.8 Bidder further agrees to indemnify in full the OPSB, its members, employees and agents for any amounts which they may be required to expend in the defense of such claims, suits or demands, or in settlement thereof, or in satisfaction of any judgment, award or decree resulting therefrom.

2.0.9 Bidder agrees, if awarded the subject contract, to protect, defend and hold harmless the OPSB, its members, agents and employees, from any claims, demands or suits of any nature arising from or in any way connected with injury or damage to person, property, business or reputation, sustained by reason of any of the acts of Bidder, his agents, employees or assigns, or of anyone for whom Bidder is legally responsible.

2.0.10 The OPSB reserves the right to waive defects and informalities in proposals, to reject any or all proposals, to accept such a proposal as it may deem to be in its best interest, and to award the contract by item, combination of items or by lot.

2.0.11 Bidder, by submitting a proposal in response to this Invitation, agrees to be bound by each of the terms and conditions hereof, whether set forth under General Conditions, Special Conditions, or as an attachment hereto, agrees that said terms and conditions constitute the terms of the contract between the OPSB and Bidder, effective upon award of the contract by the OPSB.

2.0.12 Information pertaining to any term or condition of this Invitation to Bid may be obtained through the Director of Child Nutrition Services, OPSB Child Nutrition Services, 920 Thomas Road, West Monroe, Louisiana 71292, correro@opsb.net, (Phone 318.398.1990, Ext 310).

2.0.13 In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: **mail:** U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or **fax:** (833) 256-1665 or (202) 690-7442; or **email:** program.intake@usda.gov.

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES**

SECTION III

LAWS

This contract between Ouachita Parish School Board and the Vendor shall be governed in accordance with the laws of the State of Louisiana and all applicable Federal Regulations.

3.0.1 DEBARMENT, SUSPENDED, AND INELIGIBLE STATUS

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and /or principals only. By signing this agreement, the bidder is testifying that they (the Contractor) and/or its subcontractors are not debarred, suspended or have any ineligible or voluntary exclusion with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 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.

3.0.2 BYRD ANTI-LOBBYING AMENDMENT

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 2CFR Part 200(I)).

3.0.3 CONTRACT TERMS AND CLAUSES

The Contract between the Board/CNP and the Contractor shall begin and end on the dates specified in the IFB, unless terminated earlier in accordance with the applicable terms and conditions.

Contract Renewal: The Board/CNP shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the Standard Contract on a year-to year basis giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend on the best interests of the CNP, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a written notice or Notice to Award Amendment. Upon board's election in its sole discretion, to renew any part of the Contract, the Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the CNP and the Contractor.

Contract Extension: In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the CNP may,

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with written consent of the Contractor, extend this Contract for such period as may be necessary to afford the CNP a continuous supply of the identified goods and services.

3.0.4 REMEDY FOR NON-PERFORMANCE/TERMINATION OF CLAUSES

a. **Immediate Termination:** This Contract will terminate immediately and absolutely if the OPSB/CNP determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the OPSB/CNP cannot fulfill its obligations under the Contract, which determination is at the sole discretion and shall be conclusive. Further the OPSB/CNP may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The OPSB/CNP determines that the actions, of failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidders process which is materially false, deceptive, incorrect, or incomplete.

b. **Termination for Cause:** The occurrence of any one or more of the following events shall constitute cause for the OPSB/CNP to declare the Contractor in default of its obligations under the Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the OPSB/CNP's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation the express warranties, made by the Contractor;
- (ii) The OPSB/CNP determines that satisfactory performance or the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Contractor becomes subject to any or insolvency proceeding under federal, OPSB law, or State law to the extent allowed by applicable federal, parish or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the OPSB/CNP reasonably believes that the Contractor has become insolvent or unable to pay its obligations as the accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, OPSB, and State laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the OPSB/CNP to liability, as determined in the OPSB's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the OPSB, CNP, or a third party.

c. **Notice of Default:** If there is a default event caused by the Contractor, the OPSB/CNP shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the OPSB/CNP's written notice to the Contractor. If the breach

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or noncompliance is not remedied within the period of time specified in the written notice, the OPSB/CNP may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute to the defaulting Contractor; and/or,
- (iii) Enforce the terms and condition of the Contract and seek any legal or equitable remedies.

d. **Termination for Convenience:** Following thirty (30) days written notice, the OPSB/CNP may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoice and proper proof of claim, for goods and services provided under the Contract to the OPSB/CNP up to and including the date of termination.

e. **Termination Due to Change in Law:** The OPSB/CNP shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

- (i) The OPSB/CNP authorization to operate is withdrawn or there is a material alteration in the programs administered by the OPSB/CNP; and/or
- (ii) The OPSB/CNP's duties are substantially modified.

f. **Payment Limitation in Event of Termination:** In the event of termination of the Contract for any reason by the OPSB/CNP, the OPSB/CNP shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the OPSB/CNP is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the OPSB/CNP under the Contract in the event of termination. The OPSB/CNP shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to startup costs, overhead or other costs associated with the performance of the Contract.

g. **The Contractor's Termination Duties:** Upon receipt of termination or upon request of the OPSB/CNP, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including without limitation, results accomplished, conclusions resulting therefrom, and any matters the OPSB/CNP may require;
- (ii) Immediately cease using and return to the OPSB/CNP, any personal property or materials, whether tangible or intangible, provided by the OPSB/CNP to the Contractor;
- (iii) Comply with the OPSB/CNP's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with the OPSB/CNP, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the OPSB/CNP any payments made by the OPSB/CNP for goods and services that were not delivered or rendered by the Contractor.

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3.0.5 BUY AMERICAN PROVISION REQUIREMENTS (FOOD BIDS ONLY)

Contractors must comply with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336 added a provision, Section 12(n) to NSLA (42USC1760(n)) requiring school food authorities to purchase, to the maximum extent practicable, domestic commodities and products. Section 12(n) of the NSLA defines a "domestic commodity or product" as one that is either in the U.S. or is processed in the U.S. substantially using agricultural commodities produced in the U.S. as provided in 7 CFR Part 210.21 (d). "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically, including products from Guam, American Samoa, Virgin Islands, Puerto Rico of the United States. All food items (except for pineapple, mandarin oranges, and tuna) must be of domestic origin. Pineapple and papaya can be imported from the following areas only: Hawaii, Philippines, Thailand and Indonesia. See attached form for identifying foods that do not meet the term "domestic" in applicable food IFB.

3.0.5 HUB STATEMENT

It is the intent of the Ouachita Parish School Board to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms (2CFR Part 200.321)

3.0.6 CLEAN AIR AND WATER ACT

Compliance with all applicable standards, orders, or requirements issued under to the Clean Air Act (42 U.S.C.7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1357). The Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) list of violation Facilities. The contractor will immediately notify the OPSB/CNP of the receipt of any communication indicating threat any of the Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

3.0.7 CIVIL RIGHTS

In accordance with Federal Law, the Ouachita Parish Child Nutrition Program adheres to the non-discrimination policy of the U.S. Department of Agriculture as stated in Section II, 2.0.13 in this document.

The Contractor 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 CNF Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.

3.0.8 EQUAL EMPLOYMENT OPPORTUNITY

The Ouachita Parish Child Nutrition Program is an equal opportunity employer. The Contractor agrees that it will be compliant with Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implement regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

3.0.9 FEDERAL AND PUBLIC WORKS CONTRACTS COMPLIANCE

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

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Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must 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 pay wages not less than once a week.

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

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(E).

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.

Procurement of Recovered Materials- A non-Federal entity that is a state 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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SECTION IV

SPECIAL TERMS AND CONDITIONS

4.0.1 Special Conditions found on the succeeding pages always supersede the General Information (Section II) when the two are in conflict.

4.0.2 Bids must be submitted on the attached bid form(s). All conventional paper bids shall be hand delivered or sent by registered or certified mail with a return receipt requested to the Ouachita Parish Child Nutrition, 920 Thomas Road, West Monroe, Louisiana, 71292. Each bid shall be sealed in the envelope clearly marked on the outside **"BID #FS7-25 Walk-In Cooler /Walk-In Freezer."** The bids will be received until 2:00 P.M., Friday, December 6, 2024. All bids arriving after the scheduled date and hour will be returned unopened to the bidders. No bid may be withdrawn for at least forty-five (45) days after the scheduled closing time for receipt of bids.

4.0.3 The awarded vendor must have a current LA Contractor's License. This number must be listed on the outside of the Bid Envelope.

4.0.4 As stated in Section II, General Information, bidders also have the option to submit bids electronically. Please refer to item number 2.0.2 for additional information.

4.0.5 Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. This envelope should be marked as described above in 4.0.2. Failure to do this may cause the bid to be inadvertently opened and thus rejected. **No faxed bids will be accepted.**

4.0.6 **CORRECTIONS:** All prices and notations must be ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the crossed out error. Any correction shall be initialed in ink by the person signing the bid.

4.0.7 Contracts will be awarded to the lowest, responsive bidder meeting all bid specifications. Awards will be based on total or bottom line pricing. OPSB/CNP reserves the right to award items as is in the best interest of the Ouachita Parish School Board.

4.0.8 Failure to sign the bid will disqualify it. This bid requires two signatures - the first in Section 1, page 2 and the second in Section 6, on the Price Quotation Page. The person signing the bid should show title or authority to bind his/her firm in a contract.

4.0.9 All items submitted under this invitation to Bid must meet all appropriate state and federal regulations and standards.

4.0.10 Should any bidder desire to change or withdraw his bid, he shall do so in writing PRIOR to the date and time of the bid opening. No bids may be changed, altered, or withdrawn after the public bid opening.

4.0.11 If all other factors are equal, tie bids will be decided on the basis of an equal split or drawing of lots, unless only one local bidder is involved. In this case, preference will be given to the local vendor.

4.0.12 The bidder must include all delivery and transportation charges in the base bid price. The Ouachita Parish School Board WILL NOT be responsible for any charges related to the delivery and transportation charges.

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These costs will be the responsibility of the bidder. The bid item shall be delivered, set in place, installed, and rendered fully operational at the identified schools listed by each item. The bidder **MUST** notify Jo Lynne Corroero, Director of Child Nutrition Services, Ouachita Parish Schools, 318.398.1990, 7 days prior to delivery.

4.0.13 The successful bidder shall furnish a Certificate of Insurance within fifteen (15) calendar days after award of bid but prior to start of service. Certificate should provide for:

- a. General Liability Insurance with a minimum of \$300,000 combined single limit and \$50,000 property damage.
- b. Comprehensive General Automobile Liability Insurance with minimum limits of \$100,000/\$300,000 bodily injury and \$50,000 property damage.
- c. Workers Compensation with \$100,000 employer liability coverage.

4.0.14 TAXES: Federal Excise Taxes are not applicable to any purchase of the Ouachita Parish Child Nutrition Program. Bids should not include any such taxes. Exemption certificates will be furnished upon request. Effective September 1, 1991, according to Act 1029, Parish School Boards are also exempt from paying state and local sales tax.

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SECTION VI

EQUIPMENT SPECIFICATIONS

ARCHITECTURAL SPECIFICATIONS: KOLPAK WALK-IN COOLER AND FREEZER

GENERAL SPECIFICATIONS: SPECIFICS LISTED BY SITE BELOW

OVERALL SIZES: LISTED BY INDIVIDUAL SITE BELOW.

HIGHLAND ELEMENTARY: WALK-IN COOLER

CROSLEY ELEMENTARY: WALK-IN FREEZER

GENERAL:

Walk-in cooler and/or freezer provided shall be prefabricated of modular design and construction to allow convenient and accurate field assembly.

PANEL CONSTRUCTION:

Standard wall, ceiling and floor panels shall be 11-1/2", 23", 34-1/2", and 46" in width. Corner panels shall be 90 degree angles with actual 12" exterior horizontal measurements.

Panels shall consist of foamed-in-place urethane insulation, sandwiched between interior and exterior metal surfaces, which have been die-formed and gauged for uniformity in size. Slab urethane, high density rails or wood shall not be acceptable in any door, wall, or ceiling panel.

Edges of panels shall be foamed-in-place "tongue and groove" with "Posi-Loc" locking assemblies foamed-in-place at time of fabrication.

INSULATION:

Each panel shall be filled with rigid "foamed-in-place" urethane. Insulation shall have a 97% closed cell structure, average in-place density of 2.2 lbs. per cubic foot, and compression strength at yield point of 19 lbs. per square inch. Overall thickness shall be 4".

RATINGS AND APPROVALS:

Each 4" panel shall have a thermal conductivity (k factor) of 0.133 btu/hr/sq. Ft. Per degrees Fahrenheit per inch; and an overall coefficient of heat transfer (u factor) of not more than 0.03. The "R" factor shall be 34.

Fire hazard classification according to ASTM E-84 (UL723) shall be a flame spread rating of 25 or less with a certifying Underwriters Laboratory label attached to every panel showing the meeting of the fire code.

Smoke development rating to be 450 or less; Factory Mutual approved; N.S.F. Listed; and toxicity rated and approved by U.S. Testing.

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES**

METAL FINISHES:

Interior ceilings and walls 26 gauge pre-painted white galvalume.

Unexposed exterior ceilings and walls 26 gauge galvalume.

Exposed exterior to be 26 gauge stucco aluminum.

Floor skins to be .100 diamond tread aluminum.

PANEL LOCKING ASSEMBLIES:

Assembly of walk-ins shall be accomplished by "Posi-Loc" locking assemblies, which shall be foamed-in-place and activated by a hex wrench provided by the manufacturer. Access ports shall be on interior to allow assembly of walk-in from the inside and shall be covered by snap caps.

PANEL GASKETS:

Flexible vinyl gaskets shall be foamed-in-place on the interior and exterior edge of the "tongue" rail. Gaskets shall be impervious to stains, greases, oils and mildew.

DOOR CONSTRUCTION:

The doors shall be flush (in-fitting) type, self-closing with cam-lift hinges and posi-seal (hydraulic, not spring) door closures.

Door hardware shall consist of magnetic gasket, "Posi-Seal" door closure, brushed chrome latch and strap-type, cam-lift hinges. Door latches shall lock and have a safety release to prevent entrapment. One quarter turn of the release handle unlocks the door from the inside. Three hinges to be provided per door and frame.

The door jambs, frames shall be made of durable fiberglass reinforced plastic (FRP).

The freezer doors shall be provided with an isolated, low wattage (5 watts/ft.) heater wire covered by magnetically attracting stainless steel, fitted onto this jamb and beneath the threshold. This shall provide perfect sealing of magnetic gasket and prevent frost and condensation buildup.

Entrance door sections shall be provided with a Kason 1803 LED Light Fixture w/Bulb, Globe & Nightlight 120V, vapor-proof light, pilot light switch and conduit between switch box and outlet box. Concealed wiring shall be standard on each entrance door section.

Door sizes to be: 34" x 78"

STRIP CURTAINS:

Provide strip curtains where and if indicated.

EXTERIOR AND INTERIOR KICKPLATE:

All doors to be provided with 1/8" aluminum diamond treadplate kickplate 36" high on both sides of doors and door sections.

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES**

VERTICAL TRIMSTRIPS AND CLOSURE PANELS:

Provide matching vertical trimstrips and closure panels where indicated.

FLOOR CONSTRUCTION:

Floor to be .100 diamond tread aluminum. Floor panels to be foamed in place, in similar manner to other panels. In addition, floor panels shall contain foamed in place ERA anti delamination brackets. Floor skins are riveted to internal anti delamination brackets, thus providing protection against floor delamination. ERA floor to be rated at 1,000 pounds per square foot uniform load.

No wood shall be allowed in floor panels.

INTERIOR RAMPS:

Provide interior ramp(s) where and if indicated.

TREAD PLATE:

Where indicated, provide 3/16" diamond aluminum tread plate on floor panels in aisle areas.

PRESSURE RELIEF PORT:

A tri-action air vent shall be provided for freezers to equalize pressure between the interior and exterior of the walk-in caused by sudden temperature changes, due to door openings and evaporator defrosting. The vent shall be heated to prevent moisture and/or frost accumulation.

LIGHTING:

Provide, install, and wire Kason 1809, 18" LED light fixture(s) as indicated on ceiling of each compartment.

REFRIGERATION EQUIPMENT:

Condensing units shall be Kolpak 120 systems, pre-charged, pre-assembled remote, (UL listed) with 52% larger condenser and oversized receiver for **high efficiency performance**, rated up to 120 degree ambient temperature. All components factory installed including thermostatic expansion valves, solenoid valves, temperature controls, sight glasses, filter driers, and pressure controls. Refrigeration systems to be supplied with crankcase heaters, low ambient controls and weather proof housings and bases. Condensing units shall be air cooled. Components to be mounted on a heavy gauge steel base.

Evaporator assemblies shall be made of plate type aluminum fins with copper tubes. Fan motors and coil to be housed in a heavy gauge aluminum enclosure. Evaporators to have drain pan with suitable drainpipe fitting. Cooler evaporators to be air defrost. Freezer evaporators shall have an automatic electric defrost system including heaters, time clock, fan delay control and heated drain pan. Defrost shall be time initiated and temperature terminated with built-in fail-safe control.

SYSTEMS PRE-CHARGED: All refrigeration systems to be factory pre-charged, and include a two year labor warranty on all factory work. (Lines not included, systems only are charged with proper amount of refrigerant.)

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES**

COOLERS: Coolers to operate at a minimum of 35 degrees Fahrenheit.

FREEZERS: Freezers to operate at a minimum of -10 degrees Fahrenheit.

Electrical: VERIFY VOLTAGE AND PHASE WITH OWNER

WARRANTIES:

Panels to be free from defects in material and workmanship under normal use and service for a period of ten years from the date of installation.

Hardware and electrical components are warranted against defects in workmanship under normal use and service for a period of one year from date of installation.

Refrigeration systems to be free from defects in material and workmanship under normal use and service for a period of two years from date on installation to be provided by the manufacturer. An additional 4 year compressor warranty shall be provided.

LABOR:

Two years warranty from installation, to be provided by successful bidder.

INSTALLATION:

Successful bidder to be responsible for installation which shall consist of erecting and leveling of new walk-ins, piping, charging and testing of refrigeration systems, etc.....

Successful bidder to be responsible for removal and disposal of all old panels, refrigeration systems, cartons and job associated debris, etc...

All piping of refrigeration systems and coil drain lines to be new, and done in hard drawn copper. All evaporator coils to include "p" trap and risers on suction line. All drain lines in freezer to include heaters. Drain lines to be a minimum of 3/4" o.d. all drain lines to have "p" traps. All refrigerant lines subject to sweating shall be insulated with 3/4" elastomeric thermal insulation. All work to be done in accordance with "best refrigeration practices".

Owner to provide proper electrical power and disconnects to within 6 feet of condensing units.

Successful bidder to be responsible for all electrical work from disconnects to condensing units, control wiring, lighting, etc.

It is the responsibility of all bidders, prior to submitting bid, to visit job site, making themselves aware of all job conditions, physical dimensions and verification of voltage / phase of electrical.

Prospective bidders shall visit jobsites and have proof of Site Inspection Certificates signed and dated by OPSB facilities personnel. Contact Jo Lynne Corroero at 318-398-1990, ext. 310 for an appointment for site visits.

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES**

Successful bidder to be responsible for all field dimensioning of walk-in, refrigeration line runs, etc.

If bidding alternate items complete specifications and spec sheets must be submitted to food service director 10 days before bid opening for prior approval. Upon approval of alternate(s), all bidders will be notified in writing of any addition to list of accepted items.

Successful bidder shall also remove all packing, crating, etc., and leave site free of any job related refuse or materials.

SHELVING/DUNNAGE WHERE INDICATED:

SHELVING/DUNNAGE SHALL BE MANUFACTURED BY QUANTUM FOODSERVICE.

Provide the lots listed under specific sites.

Shelving/dunnage shall be assembled and/or placed in walk-ins per owner's instructions.

If bidding alternate items complete specifications and spec sheets must be submitted to food service director 10 days before bid opening for prior approval. Upon approval of alternate(s), all bidders will be notified in writing of any addition to list of accepted items.

Successful bidder shall also remove all packing, crating, etc., and leave site free of any job related refuse or materials.

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES**

INDIVIDUAL SITES

ITEM #1: CROSLEY ELEMENTARY

TYPE BOX: FREEZER

SIZE: Overall size to be 11' 7" wide by 9' 8" deep by 7' 6 1/4" high, with floor.

Freezer interior to be 10' 11" wide by 9' 0" deep by 6' 10 5/8" high.

New walk in and condensing unit to be set on exterior slab provided by owner. Slab to be 4" below inside finish floor.

Owner to remove existing window(s) in outside cafeteria wall, to provide a minimum of 48" wide by 84" high opening in existing cafeteria wall for inside access to outside freezer.

Owner shall finish out opening.

Awarded bidder will provide detailed plans to ensure correct height of outside slab and opening in building for freezer door.

EXPOSED SIDES: All exterior sides considered exposed, and to be 26 gauge stucco aluminum. Successful bidder shall provide and install DuroLast roof cap, with turn up against building wall on 11' 7" side, and weather/waterproof seal front of walk-in to existing opening in building wall, providing slope foam roof, and any trim, flashing and sealing materials necessary.

LED LIGHTS: Provide, install, and wire Kason 1810, 48" LED light fixture(s) as indicated on ceiling of freezer compartment.

Provide two (2) each in freezer as previously specified, mounted in ceiling equidistant from walls and each other.

TREAD PLATE:

Provide approximately 36 square feet of 3/16" Diamond aluminum tread plate in aisle areas of freezer.

System to be PC model, with two year K-12 labor warranty

REFRIGERATION: FREEZER

CONDENSING UNIT

1 ea KPC249LZOP-2E

PC249LZOP-2E, 208-230/60/1, 2 1/2 HP, R404A, Pre-Charged, Air-Cooled,
Scroll, Low Temp Standard Condensing Unit, Amps: 19.1, Ambient
Temperature: 105

Includes Fan Cycle Controls, Amps: 19.1, Ambient Temperature: 105

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES**

EVAPORATOR

1 ea KEL26-090-2EC-PR-4

EL26-090-2EC-PR-4, 208-230/60/1, R404A, Low Temp, Electric Defrost,
Standard Unit Cooler, Amps: 9.8

VERIFY VOLTAGE AND PHASE OF SYSTEM WITH OWNER

SHELVING/DUNNAGE: CROSLEY FREEZER

Provide and assemble the following to be place per owner's instructions:

DUNNAGE RACKS TO BE QUANTUM QFSD SERIES

SHELVING TO BE QUANTUM WR74** WPM SERIES**

PROVIDE AND PLACE:

5-EA QFSD-2236 DUNNAGE RACKS

2-EA WR74-2142WPM, 4 TIER, 74" HIGH SHELVING UNITS

2-EA WR74-2448WPM, 4 TIER, 74" HIGH SHELVING UNITS

ITEM #2: HIGHLAND ELEMENTARY

TYPE BOX: COOLER

SIZE: Overall size to be 11' 7" wide by 9' 8" deep by 7' 6 1/4" high, with floor.

Cooler interior to be 10' 11" wide by 9' 0" deep by 6' 10 5/8" high.

New walk in and condensing unit to be set on exterior slab provided by owner. Slab to be 4" below inside finish floor. Owner to provide minimum 48" wide by 84" high opening in existing dry storeroom wall for inside access to outside cooler. Owner shall finish out opening.

Awarded bidder will provide detailed plans to ensure correct height of outside slab and opening in building for cooler door.

EXPOSED SIDES: All exterior sides considered exposed, and to be 26 gauge stucco aluminum. Successful bidder shall provide and install DuroLast roof cap, with turn up against building wall on 11' 7" side, and weather/waterproof seal front of walk-in to existing opening in building wall, providing slope foam roof, and any trim, flashing and sealing materials necessary.

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES**

LED LIGHTS: Provide, install, and wire Kason 1810, 48" LED light fixture(s) as indicated on ceiling of cooler compartment.

Provide two (2) each in cooler as previously specified, mounted in ceiling equidistant from walls and each other.

TREAD PLATE:

Provide approximately 36 square feet of 3/16" Diamond aluminum tread plate in aisle areas of freezer.

System to be PC model, with two year K-12 labor warranty

REFRIGERATION: COOLER

CONDENSING UNIT:

1 ea KPC69MOP-2E

PC69MZOP-2E, 208-230/60/1, 3/4 HP, R404A, Pre-Charged, Air-Cooled.

Scroll Medium Temp Condensing Unit, Amps: 7.4, Ambient

Temperature: 105

Includes Fan Cycle Controls, Amps: 7.4, Ambient Temperature: 105

EVAPORATOR:

1 ea KAM26-073-1EC-PR-4

AM26-073-1EC-PR-4, 115/60/1, R404A, Medium Temp, Air Defrost,

Standard Unit Cooler, Amps: 1.8

VERIFY VOLTAGE AND PHASE OF SYSTEM WITH OWNER

SHELVING/DUNNAGE: HIGHLAND COOLER

Provide and assemble the following to be place per owner's instructions:

DUNNAGE RACKS TO BE QUANTUM QFSD SERIES

SHELVING TO BE QUANTUM WR74**** WPM SERIES

PROVIDE AND PLACE:

3-EA QFSD-2236 DUNNAGE RACKS

2-EA WR74-2142WPM, 4 TIER, 74" HIGH SHELVING UNITS

2-EA WR74-2436WPM, 4 TIER, 74" HIGH SHELVING UNITS

2-EA WR74-2448WPM, 4 TIER, 74" HIGH SHELVING UNITS

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES
JOBSITE VISITATION FORM**

This form is to certify that prospective bidders on project of installation of specified new walk-in(s), including all related work, have visited the jobsite, and are aware of all existing conditions.

Owner will provide electrical and disconnects to within eight feet of required new equipment. Successful bidder to supply and wire all new equipment.

Successful bidder shall completely install new walk-in(s), rendering "turn key" installation.

Prospective bidders should call Ms. Jo Lynne Correro at 318-398-1990, x 310 to make an appointment to visit the jobsites.

HIGHLAND ELEMENTARY

DATE JOBSITE VISITED: 12-3-2024

OPSB FACILITIES REPRESENTATIVE

Jo Lynne Correro, Director

PROSPECTIVE BIDDER'S REPRESENTATIVE

[Signature]

CROSLEY ELEMENTARY

DATE JOBSITE VISITED: 12-3-2024

OPSB FACILITIES REPRESENTATIVE

Jo Lynne Correro, Director

PROSPECTIVE BIDDER'S REPRESENTATIVE

[Signature]

This signed form *must* be included in the submitted bid package.

OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES

BID FORM

(Must be Returned With Bid)

Having carefully examined the specifications for Bid FS# 7-25 Walk-In Cooler (Highland Elem) and Walk-In Freezer (Crosley Elem) along with the dunnage and shelving to be included with each, the undersigned agrees to furnish material and services, as outlined in Bid FS#7-25 and to complete all work in accordance with said documents.

Item #1 - Walk-In Cooler (Highland Elementary) ^{Freezer Crosley}
BRAND/MODEL: Kolpak as specified QUOTE: 40,626.00
shelving - quantum - as specified
Item #2 - Walk-In Cooler (Highland Elementary)
BRAND/MODEL: Kolpak as specified QUOTE: 36,999.00
shelving - quantum
as specified
TOTAL AMOUNT: 77,625.00

Name of Firm: Associated Food Equipment & Supplies
Signature of Authorized Representative: Frank Bordreux
Printed Name: Frank Bordreux
Job Title: Manager
Phone Number: 318 704 6097
Date: 12/2/24
Louisiana Contractor License Number: 41063

THE OUACHITA PARISH SCHOOL BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT THOSE BIDS THAT EXCEED THE BUDGET AMOUNT.

**OUACHITA PARISH SCHOOL BOARD
CHILD NUTRITION SERVICES**

SECTION V

REQUIRED FEDERAL FORMS TO RETURN

1. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
2. Certification Regarding Lobbying
3. Disclosure of Lobbying Activities
4. Certificate of Independent Price Determination

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.

Associated Food Equipment

Organization Name *Supplies*

PR/Award Number or Project Name

Frank Baudreux Manager

Name and Title of Authorized Representative

Jim Bdu

Signature

FS 7-25 walk in
cooler Highland &
walk in freezer Crosby

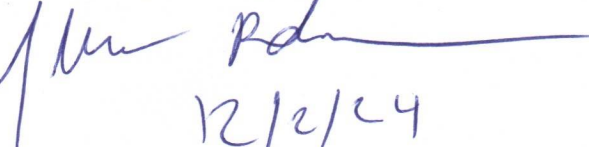
12/2/24

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.


12/2/24

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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 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 Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By Date: 12/2/24
(Signature of Official (Executive Director) Authorized to Sign Application)

By Date: 12/2/24
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For
Name of Grantee

Title of Grant Program

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: <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
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: <u>Frank Borduany</u> Print Name: <u>Frank Borduany</u> Title: <u>Manager</u> Telephone No.: <u>3187046097</u> Date: <u>12/2/24</u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

No Lobbying activities

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 _____

No Lobbying
activities

[Signature]

Frank
Boudreaux

12/2/24

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 subawardee 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.

No lobbying activities performed 12/2/24

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

Certificate of Independent Price Determination

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

Associated Food Equipment
(Name of Vendor) Supplies

Ouachita Parish School Board
(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:

[Signature]
Signature of Vendor's
Authorized Representative

Manager
Title

12/2/24
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.

[Signature]
Signature of School Food Authority's
Authorized Representative

Director of Child Nutrition Services
Title

11/7/2024
Date

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