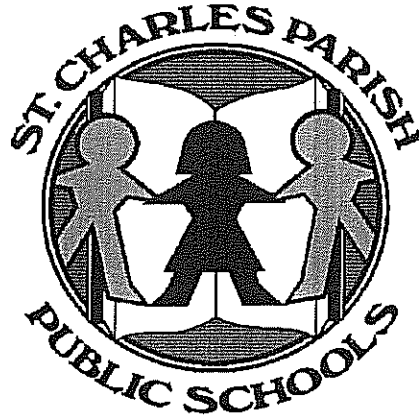


ST. CHARLES PARISH SCHOOL BOARD



**INVITATION FOR BID
2017-2018**

SMALL CAFETERIA EQUIPMENT BID

ISSUED: MARCH 16, 2017

RESPONSES DUE: APRIL 7, 2017

ALL RESPONSES MUST BE SENT TO:

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

Teresa Brown

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I. SCHEDULE

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

Selection Process Step	Date
Release and Issuance of RFB	March 16, 2017
Advertisement of RFB	March 16, 2017
Advertisement of RFB	March 23, 2017
Bids Due	April 7, 2017
Bid Award	May 10, 2017

II. CONTRACT

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, 2017 to June 30, 2018**, upon award of the contract by St. Charles Parish Public Schools.

NAME OF FIRM

Supplies 2 LLC
Economical Janitorial and Paper

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Suzie Migliore

TYPED NAME OF AUTHORIZED REPRESENTATIVE

SUZIE MIGLIORE

COMPLETE ADDRESS OF FIRM

P.O. Box 23607
New Orleans, La. 70183-3607

TELEPHONE NUMBER

504-464-7166 ext. 3110

FAX NUMBER

504-465-9563

E MAIL ADDRESS

Suzie @ economicaljanitorial.com

DATE

4/5/2017

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 Invitation 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 Friday, April 7, 2017** for Small Cafeteria Equipment.

The Bid Period for Small Cafeteria Equipment is **July 1, 2017 to June 30, 2018**.

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:

SMALL CAFETERIA EQUIPMENT BIDS, April 7, 2017.

Bids are to be mailed to:

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

2. Additionally, bids may be submitted on-line at www.centralauctionhouse.com.
 3. Bids will be opened and publicly acknowledged at the hour of **9am on Friday, April 7, 2017** 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 Small Cafeteria Equipment 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.

ECONOMICAL JANITORIAL & PAPER SUPPLIES, L.L.C.

P.O. BOX 23607
NEW ORLEANS, LA 70183
(504) 464-7166
FAX (504) 465-9563

April 5, 2017

Special Meeting of the Board of Directors of
Economical Janitorial & Paper Supplies LLC

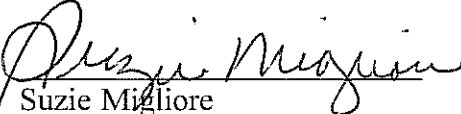
A special meeting of the Board of Directors was called on Wednesday, April 5, 2017 at the offices of Economical Janitorial & Paper Supplies, LLC located at:

1420 Sams Avenue
Suite F
Harahan, LA 70123

Suzie Migliore was appointed chairperson of the meeting and a waiver of notice and of the reading of the previous meeting minutes was approved by all present which included all directors.

The purpose of this meeting was to authorize Suzie Migliore, President of Economical Janitorial & Paper Supplies, LLC to bid on Sealed Invitation for Bid 2017-2018 Small Cafeteria Equipment.

All present voted to authorize the above and being no further business the chairperson adjourned the meeting.


Suzie Migliore

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co-Lexington Powell-Walton-Milward P O Box 2030 Lexington, KY 40588		CONTACT NAME: Brenda Stickrod PHONE (A/C, No, Ext): 800-796-3567 E-MAIL ADDRESS: bstickrod@pwm-jsl.com FAX (A/C, No): 859-254-8020	
INSURED Economical Janitorial & Paper Supplies P. O. Box 23607 New Orleans, LA 70183		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Compa	
		INSURER B: Travelers Property Casualty Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO435382705	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 S
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP435382805	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		ZUP91M2462216NF	01/01/2017	01/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 S
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC435382605	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

St. Charles Parish School Board
 13855 River Road
 Luling, LA 70070

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



IV. BID TERMS AND CONDITIONS

INVITATION FOR BID FORMAT

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

GENERAL BID TERMS

- This bid is a **“LINE ITEM”** bid. Bid awards shall be made based on each item to the lowest bidder.
- 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 Invitation 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 Invitation 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.

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 IFB 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 IFB 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 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 Invitation 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 IFB, 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

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U. S. substantially using agricultural commodities that are produced in the U. S. as provided in the NSLP: 7 CFR Part 210.21(d) and the SBP: 7 CFR Part 220.16(d). Definition of Domestic food products are products being grown in America or, in the case of processing or packaging in America, products that contain at least 51 percent of domestic product.

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

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

- 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 Economical Janitorial and Paper Supplies LLC

Complete Address of Firm P.O. Box 23607
New Orleans, La. 70183-3607

Telephone Number 504-464-7166 ext. 3110

Signature of Authorized Representative Suzie Migliore

Typed Name of Authorized Representative SUZIE MIGLIORE

Title of Authorized Representative President

Date 4/5/2017

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.

P.O. Box 23607 New Orleans La 70183-3607
Economical Janitorial and Paper Supplies LLC
 NAME/ADDRESS of VENDOR

Steve Migliore President
 TITLE/TITLE of SUBMITTING OFFICIAL

Steve Migliore
 SIGNATURE

4/5/2017
 DATE

USDA is an equal opportunity provider and employer.

Disclosure of Lobbying Activities
Page 1 of 3

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 checked="" 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 checked="" 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 <u>N/A</u>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <u>N/A</u> Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>N/A</u> Congressional District, if known:	
6. Federal Department/Agency: <u>N/A</u>	6. Federal Program Name/Description: <u>N/A</u> CFDA Number, if applicable:	
8. Federal Action Number, if known: <u>N/A</u>	9. Award Amount, if known: \$ <u>N/A</u>	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): <u>N/A</u>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <u>N/A</u>	
11. Amount of Payment (check all that apply): \$ <u>N/A</u> <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: <u>N/A</u>	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value <u>N/A</u>		
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: <u>N/A</u> (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>N/A</u>		
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>Suzie Migliore</u> Print Name: <u>Suzie Migliore</u> Title: <u>PRESIDENT</u> Telephone No.: <u>504-464-7166</u> <u>x3110</u> Date: <u>4/5/2017</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Disclosure of Lobbying Activities
Page 2 of 3

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: N/A Page of

Suzie Migliore

Suzie Migliore

504-464-7166 ext. 3110

PRESIDENT

4/5/2017

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Standard Form - LLL-A

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.

Suzanne Moore *Assistant Mayor* *504-464-7166* *President* *4/5/2017*

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

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

Economical Janitorial
and Paper Supplies LLC
Organization Name

PR/Award Number or Project Name

Stacie Migliore President
Name and Title of Authorized Representative

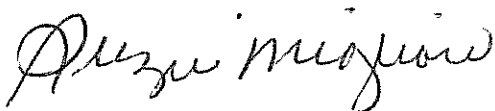
Stacie Migliore
Signature

4/5/2017
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 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.

Economical Junction and
Name of Vendor

Paper Supplies LLC
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:

Phyllis Mignone
Signature of Vendor's
Authorized Representative

President
Title

4/5/2017
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.

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

Director of Child Nutrition
Title

3/16/17
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

Economical Janitorial and
Paper Supplies LLC

Complete Address of Firm

P.O. Box 23607
New Orleans La 70183-3607

Telephone Number

504-464-7166 ext. 3110

Signature of Authorized Representative

Suzie Migliore

Typed Name of Authorized
Representative

SUZIE MIGLIORE

Title of Authorized Representative

President

Date

4/5/2017

ADDENDUM B -- St. Charles Parish Public School - - School Addresses

WESTBANK SCHOOLS**Hahnville High (005)**

200 Tiger Drive
Boutte LA 70039
Phone/Fax: 985-758-7784

R K Smith Middle (006)

281 Judge Edward Dufresne Parkway
Luling LA 70070
Phone: 985-331-1018

J B Martin Middle (010)

434 South Street
Paradis LA 70080
Phone/Fax: 985-758-7869

Allemands Elementary (001)

1471 WPA Road (Hwy. 632)
Des Allemands LA 70030
Phone/Fax: 985-758-7978

Lakewood Elementary (008)

501 E Heather Drive
Luling LA 70070
Phone/Fax: 985-785-1169

Luling Elementary (009)

904 Sugarhouse Road
Luling LA 70070
Phone/Fax: 985-785-6782

Mimosa Park Elementary (011)

222 Birch Street
Luling LA 70070
Phone/Fax: 985-785-2134

R J Vial Elementary (017)

510 Louisiana Street
Paradis LA 70080
Phone/Fax: 985-758-2776

G W Carver Early Learning Center (002)

337 Gum Street
Hahnville LA 70057
Phone/Fax: 985-783-2438

Central Office-Child Nutrition Dept.

165 School Board Lane
Luling, LA 70070
Phone: 985-785-3179 Fax: 985-785-3182

EAST BANK SCHOOLS**Destrehan High (003)**

#1 Wildcat Lane
Destrehan LA 70047
Phone/Fax: 985-764-7768

Albert Cammon Middle (014)

234 Pirate Drive
St Rose LA 70087
Phone/Fax: 504-469-0501

Harry M Hurst Middle (018)

170 Road Runner Lane
Destrehan LA 70047
Phone/Fax: 985-764-7121

New Sarpy Elementary (023)

130 Plantation Road
Destrehan LA 70047
Phone/Fax: 985-764-1246

Norco Elementary (013)

102 Fifth Street
Norco LA 70079
Phone/Fax: 985-764-7332

Ethel Schoeffner Elementary (025)

140 Plantation Road
Destrehan LA 70047
Phone/Fax: 985-725-1911

St Rose Elementary (015)

230 Pirate Drive
St Rose LA 70087
Phone/Fax: 504-464-9352

East Bank Head Start Center (028)

#1 Road Runner Lane
Destrehan LA 70047
Phone/Fax: 985-764-7121

ST. CHARLES PARISH PUBLIC SCHOOLS
School Calendar 2017 – 2018

First Day for Teachers	August 3, 2017 (Thursday)
Professional Workshop/Teacher Prep Days	August 3-9, 2017 (5 Days)
First Day for Students/Begin First Quarter	August 10 2017 (Thursday)
First Full Day for Kindergarten Students	August 24, 2017 (Thursday)
Late Take-In (Middle & High Schools)	August 30, 2017 (Wednesday)
Labor Day Holiday	September 4, 2017 (Monday)
Late Take-In (Middle & High Schools)	September 13, 2017 (Wednesday)
Early Dismissal (Elementary Schools)	September 15, 2017 (Friday)
Late Take-In (Middle & High Schools)	September 27, 2017 (Wednesday)
Fall Break	October 9, 2017 (Monday)
Late Take-In (Middle & High Schools)	October 11, 2017 (Wednesday)
End First Quarter	October 12, 2017 (Thursday)
Begin Second Quarter	October 13, 2017 (Friday)
Early Dismissal (Elementary Schools)	October 13, 2017 (Friday)
Late Take-In (Middle & High Schools)	October 25, 2017 (Wednesday)
Late Take-In (Middle & High Schools)	November 8, 2017 (Wednesday)
Early Dismissal (Elementary Schools)	November 10, 2017 (Friday)
Thanksgiving Holidays	November 20 - 24, 2017 (5 School Days)
Late Take-In (Middle & High Schools)	December 13, 2017 (Wednesday)
End Second Quarter	December 20, 2017 (Wednesday)
Early Dismissal	December 20, 2017 (Wednesday)
Christmas/New Year's Holidays	Dec. 21, 2017 - January 3, 2018 (10 School Days)
Classes Resume/Begin Third Quarter	January 4, 2018 (Thursday)
Martin Luther King Holiday	January 15, 2018 (Monday)
Early Dismissal (Elementary Schools)	January 19, 2018 (Friday)
Late Take-In (Middle & High Schools)	January 31, 2018 (Wednesday)
Mardi Gras Holidays	February 12-16, 2018 (5 School Days)
Late Take-In (Middle & High Schools)	February 21, 2018 (Wednesday)
Early Dismissal (Elementary Schools)	February 23, 2018 (Friday)
Late Take-In (Middle & High Schools)	March 7, 2018 (Wednesday)
End Third Quarter	March 14, 2018 (Wednesday)
Begin Fourth Quarter	March 15, 2018 (Thursday)
Early Dismissal (Elementary Schools)	March 16, 2018 (Friday)
Late Take-In (Middle & High Schools)	March 21, 2018 (Wednesday)
Easter Holiday (Spring Break)	March 30-April 6, 2018 (6 School Days)
Late Take-In (Middle & High Schools)	April 11, 2018 (Wednesday)
Late Take-In (Middle & High Schools)	April 25, 2018 (Wednesday)
Early Dismissal (Elementary)	April 27, 2018 (Friday)
Late Take-In (Middle & High Schools)	May 9, 2018 (Wednesday)
Early Dismissal	May 24, 2018 (Thursday)
Last Day for Students/End Fourth Quarter	May 24, 2018 (Thursday)
Last Day for Teachers/Teacher Prep. Day	May 25, 2018 (Friday)

NOTES:

- If schools close due to storms in the fall of 2017, make-up days will be taken from the Fall Break and/or Thanksgiving Holidays.
- The calendar is subject to change.

ST. CHARLES PARISH PUBLIC SCHOOLS
ADDENDUM - REQUIRED CONTRACT PROVISIONS 2017-18

~~0.00 AM, FRIDAY, APRIL 7, 2017~~

ADDENDUM CHECKOFF LIST FOR VENDORS

Required Contract Provisions from Appendix II of 2 CFR Part 200

1. ✓SM Read the Equal Employment Opportunity Provision.
2. ✓SM Read the Copeland "Anti-Kickback" Act" (40 U.S.C. 3145) Provision
3. ✓SM Read the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) 41 U.S.C. 1908
4. ✓SM Read the Termination of Contracts Provision
5. ✓SM Read the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Provision
6. ✓SM Read and Signed the Debarment and Suspension (Executive Orders 12549 and 12689) Provision
7. ✓SM Read the Byrd Anti-Lobbying Amendment (31 U.S.C.1352) Provision

Required Contract Provisions from 2 CFR Part 200

1. ✓SM Read Procurement of recovered materials Provision

Required Contract Provisions from 2 CFR Part 200

1. ✓SM Read the Buy American Provision (7 CFR Part 250 and 7 CFR Part 210)

Other Contract Provisions

1. SM Read the Civil Rights Provision

Piggybacking Provision

1. SM Read the Piggybacking Provision

I HAVE READ ALL PROVISIONS THAT WILL BE APPLIED TO ALL BIDS AND PROPOSALS FOR THE 2017-2018 SY FOR ST. CHARLES PARISH PUBLIC SCHOOLS.

NOTE: IF YOUR COMPANY HAS ALREADY SUBMITTED THIER BID, PLEASE SIGN THE ATTACHED DOCUMENT AND MAILED BACK THE DOCUMENT IN A SEALED ENVELOPE LABELED WITH THE NAME OF THE BID ON THE OUTSIDE OF THE ENVELOPE TO : ST. CHARLES PARISH PUBLIC SCHCOOLS, OFFICE OF CHILD NUTRITION, 13855 RIVER ROAD, LULING, LA 70070.

COMPANY NAME:

Economical Janitorial and Paper Supplies LLC

SIGNATURE OF AUTHORIZED RESPRESENTATIVE:

Duane Mignon

DATE:

4/5/2017

March 30, 2017

To: Vendors

From: St. Charles Parish Public Schools
Office of Child Nutrition Department

Re: Addendum 2017-2018 (All Bids and Proposal)
Processed Food Products, Frozen Food Products, Bread & Bread Products,
Milk & Milk Products, Cafeteria Janitorial & Paper Supplies, Large Cafeteria Equipment,
Small Cafeteria Equipment and Pizza Program Proposal

Required Contract Provisions from Appendix II of 2 CFR Part 200

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (Appendix II of 2 CFR Part 200E).
2. The vendor shall comply with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Leases from the United States Government"). The contractor or subcontractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).
3. Contracts for more than the simplified acquisition threshold currently set at \$150,000 for the federal threshold, or \$30,000 for the state threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where

contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (Appendix II of 2 CFR Part 200(A)).

4. Termination of Contracts: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement (Appendix II of 2 CFR Part 200(B)).

5. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).

6. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549 (Appendix II of 2 CFR Part 200(H)).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award (Appendix II of 2 CFR Part 200(I)).

Required Contract Provisions from 2 CFR Part 200

1. Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)

Required Contract Provisions from 7 CFR Part 210

1. The vendor shall comply with the **Buy American Provision** for contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products.

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

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

A. Alternative substitute (s) that are domestic and meet the required specifications:

- a. Price of the domestic food alternative substitute (s); and
- b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.

B. Reason for exception: limited/lack of availability or price (include price):

- c. Price of the domestic food product; and
- d. Price of the non-domestic product that meets the required specification of the domestic product.

Other Contract Provisions

1. The vendor shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.

- Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts.

Piggybacking Provision

St. Charles Parish Public Schools will allow up to 15 School Food Authority's within in the State of Louisiana to piggyback on all bids and proposals as long as it does not cause a material change per federal code.

- The School Food Authority shall request in writing the items and estimated quantity they intend to purchase.
- St. Charles Parish Public Schools will inform vendor affected by the piggybacking to seek approval
- St. Charles Parish Public Schools will send approval of request to the School Food Authority and maintain records per federal and state code and regulations.

St. Charles Parish Public Schools

SUSPENSION AND DEBARMENT CERTIFICATION UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 2 CFR Part 200.212 and Appendix II of 2 CFR Part 200. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

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 to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Economic Development
and Paper Supplies LLC*
Organization Name

PR/Award Number or Project Name

Suzie Migliore President
Name(s) and Titles of Authorized Representative(s)

Suzie Migliore
Signatures

4/5/2017
Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

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.

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.

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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

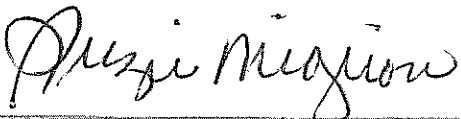
The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.

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 are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.



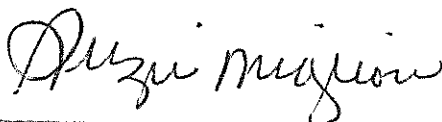
STANDARDS OF CONDUCT AND CERTIFICATION FOR PROCUREMENT

In accordance with 2 CFR Part §200.318, the following standards of conduct must be followed by all officers, employees, or agents of the non-Federal entity herein named, (SPONSOR) St. Charles Parish Public Schools that are engaged in the selection, award and administration of contracts:

- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- Disciplinary actions shall be applied for violations of above standards by officers, employees, or agents, up to and including termination from the program
- Officers, employees, and agents shall avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, officers, employees, and agents shall make every effort to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- Officers, employees, and agents shall make every effort to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- Officers, employees, and agents shall make every effort to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- Officers, employees, and agents shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (See also §200.212 Suspension and debarment)
- Officers, employees, and agents shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- Officers, employees, and agents shall use a time and materials type contract* only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

*Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (see §200.319(p2) for further detail)



- Officers, employees, and agents of St. Charles Parish Public Schools (Sponsor), shall do the following:

- Accept full responsibility, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims.
- Make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition, including procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, in accordance with §200.324

These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

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PROCUREMENT STANDARDS OF CONDUCT CERTIFICATION STATEMENT

I, Teresa Brown (Authorized Representative) for St. Charles Parish Public Schools (Sponsor) hereby certifies the following:

- Officers, employees, and agents shall conduct all procurement transactions in a manner providing full and open competition consistent with the standards of §200.319, (inclusive of written procedures for procurement transactions that:
 - Ensure clear and accurate description of technical requirements for the material, product, or service to be procured
 - Identify all requirements which must be fulfilled by offerors and all factors to be used in the evaluation of bids and proposals
 - Ensure that all all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition
 - Ensure that potential bidders are not precluded from qualifying during the solicitation period
- Officers, employees, and agents shall conduct all procurement transaction, using one of the methods of procurement noted in §200.320 (micro-purchases, small purchase, sealed bids, competitive proposals, non-competitive proposals*)

**See §200.320(f) for listing of criteria that must be established in order to utilize non-competitive proposals*
- Officers, employees, and agents shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with §200.321.
- Officers, employees, and agents shall comply with the procurement of recovered materials, as specified in §200.322.
- Officers, employees, and agents shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications, in accordance with §200.323.
- Officers, employees, and agents shall ensure that the bonding requirements are followed, in accordance with §200.325
- Officers, employees, and agents shall ensure that the all contracts contain the applicable provisions described in Appendix II to Part 200, in accordance with §200.326
- Officers, employees, and agents shall comply with the retention requirements for records, in accordance with §200.333
- Officers, employees, and agents shall provide access to records, in accordance with §200.336
- Officers, employees, and agents shall adhere to the Cost Principles contained in Subpart E §200.403 - §200.475

Teresa C Brown
Authorized Representative

3/30/2017
Date

Dezire McGuire

**ST. CHARLES PARISH PUBLIC SCHOOLS
SMALL CAFETERIA EQUIPMENT BID # 2017-18
9:00 A.M., FRIDAY, APRIL 7, 2017**

BID CHECKOFF LIST FOR VENDORS

1. ✓ SM Completed and signed the "Invitation for Bids" form.
2. ✓ SM Completed and Signed the "Contract" form.
3. ✓ SM Completed and signed the "Equal Employment Opportunity" form.
4. ✓ SM Completed and signed the "USDA Procurement" form.
5. ✓ SM Completed and signed the "Certification" form.
6. ✓ SM Completed and signed the "Certificate of Independent Price Determination" form.
7. ✓ SM Completed and signed the "Reserve the Right" form.
8. ✓ SM I have read and signed the "Non-Collusion Statement" form.
9. ✓ SM I have read and signed the "Buy American Provision" form.
10. ✓ SM I have read and understood the "Natural Disaster Clause".
11. ✓ SM I have read and understood that all bids must be typed and not handwritten.

ALL BIDS SHALL BE TYPED AND NOT HAND WRITTEN.

***FAILURE TO COMPLY SHALL BE CAUSE FOR REJECTION
OF YOUR BID.***