

**LIVINGSTON PARISH PUBLIC SCHOOLS**

**INVITATION TO BID**

**FOR**

**PIZZA FOR 2023-2024 SCHOOL YEAR**

**Sealed Bid No. 23-03**

**BID RELEASE DATE: March 30, 2023**

**BID DUE DATE: April 18, 2023**

**BID DUE TIME: 2:00 P.M.**

**LIVINGSTON PARISH PUBLIC SCHOOLS  
13909 FLORIDA BOULEVARD  
POST OFFICE BOX 1130  
LIVINGSTON, LA 70754-1130  
TELEPHONE (225) 686-4209**

## TABLE OF CONTENTS

|  |            |
|--|------------|
| <b>INVITATION TO BID</b>   | Page 3     |
| <b>SCOPE OF CONTRACT</b>   | Page 4-9   |
| Section I - Instructions to Bidders  | Page 4-5   |
| Section II - Additional Requirements                                       | Page 5-6   |
| Section III - Buy American Clause  | Page 6     |
| Section IV - Term Bid Agreements   | Page 6     |
| Section V - Inspection and Tests   | Page 6-7   |
| Section VI - Orders  | Page 7     |
| Section VII – Estimated Quantities   | Page 7     |
| Section VIII – Deliveries, Invoices, Statements                            | Page 7-8   |
| Section IX – Payment   | Page 8     |
| Section X - Contract Conditions  | Page 8-9   |
| Section XI - Insurance Requirements  | Page 9     |
| Section XII - EEOC and ADA Compliance                                      | Page 9     |
| <b>BID FORM – ALL FORMS MUST BE COMPLETED AND RETURNED WITH SEALED BID</b> | Page 10-11 |
| <b>PROCUREMENT PLAN</b>  | Page 12-38 |
| <b>2023-2024 SCHOOL CALENDAR</b>   | Page 39    |
| <b>LPPS SITE LIST</b>  | Page 40    |

**Please verify that you have all bid pages according to the Table of Contents.  
If pages are missing, please call (225) 686-4209 for replacement pages.**



# Livingston Parish Public Schools

*Excellence in Education!*

13909 Florida Boulevard  
P.O. Box 1130

Livingston, Louisiana 70754-1130

Phone: (225) 686-7044 Fax: (225) 686-3052 Website: [www.lpsb.org](http://www.lpsb.org)

**Alan "Joe" Murphy**  
*Superintendent*

**Jody Purvis**  
*Assistant Superintendent*

**Bruce Chaffin**  
*Assistant Superintendent*

## INVITATION TO BID

Sealed bids will be received by Livingston Parish Public Schools, Livingston, Louisiana, until 2:00 P.M., Tuesday, April 18, 2023, at which time bids will be opened and publicly read for the following:

Bid No. 23-02: Disposables for 2023-2024 School Year

Bid No. 23-03: Pizza Delivery for 2023-2024 School Year

Bid No. 23-07: Ice Cream for 2023-2024 School Year

Bids must be on the form provided. Forms and other information may be obtained from Livingston Parish Public Schools (LPPS), 13909 Florida Boulevard, Post Office Box 1130, Livingston, Louisiana 70754, (225) 686-4209, and from the LPPS website:

<https://www.lpsb.org/our-district/departments/business-department/purchasing-information>

Furthermore, official bid documents are available at Central Bidding. Electronic bids are accepted at Central Bidding and can be accessed at [www.centralbidding.com](http://www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at (225) 810-4814.

Awards will not be made on the date of the bid opening but will be awarded by the School Board at a later meeting.

Subject to the provisions of R.S. 38:2214, Livingston Parish Public Schools reserves the right to reject any and all bids for just cause.

LIVINGSTON PARISH PUBLIC SCHOOLS

**Alan "Joe" Murphy, Superintendent**

## SCOPE OF CONTRACT

Livingston Parish Public Schools (LPPS) will accept sealed bids until 2:00 P.M. Tuesday, April 18, 2023, for the furnishing of Disposable Products (cutlery kits & food trays) to Livingston Parish Public Schools Child Nutrition Department, in accordance with the following instructions and specifications.

### SECTION I INSTRUCTIONS TO BIDDERS

Sealed bids will be accepted by LPPS until 2:00 P.M., Tuesday, April 18, 2023, at which time bids will be publicly opened and read aloud. Bids received after the date and time designated for opening of bids, or any bids received unsealed, will NOT be considered.

Bids shall be submitted in a sealed envelope or electronically. The outside of the sealed envelope shall be marked with Bidder's name and "Bid No. 23-02: Disposables for 2023-2024 School Year." Sealed bids shall be submitted to Livingston Parish Public Schools, Purchasing Department located at 13909 Florida Boulevard, Livingston, Louisiana 70754, or mailed to Post Office Box 1130, Livingston, Louisiana 70754-1130. Sealed bids shall be either hand delivered by the bidder or his agent or sent by registered or certified mail with a return receipt requested. **The responsibility for timely delivery of bids rests solely with the bidder.** Bids delayed through the mail and arriving after the stated date and hour cannot be accepted. It is the bidder's responsibility to verify the bid is delivered to the correct department and building, and the department/building will be open when the bid is expected to arrive. Electronic bids may be submitted by visiting [www.centralbidding.com](http://www.centralbidding.com).

The bid form must be typed or completed in ink. Any corrections must be made by drawing a line through the error and writing the correction. All corrections must be initiated by the person signing the bid. No corrections by erasure or use of correction fluid are allowed.

Bids shall not include state and local sales taxes. Any firm awarded an order on this bid will be required to add all applicable sales taxes to invoices. These taxes will be remitted to the firm, and it will be the firm's responsibility to report and remit the taxes to the appropriate agency.

The price quoted shall include handling and delivery to all Livingston Parish Public Schools.

LPPS reserves the right to reject all bids, increase or decrease the number of facilities to be serviced, and waive all informalities.

LPPS reserves the right to obtain clarification of a vendor's bid or to obtain additional information necessary to evaluate their bid. Failure of a vendor to respond to such request for additional information or clarification may result in rejection of the vendor's bid.

Awards will be granted at a Livingston Parish Public Schools' Board Meeting to the lowest responsive and responsible bidder on an **ALL OR NOTHING** basis. Successful bidders will be notified of the award via email. Successful bidder(s) shall furnish a Performance Bond of \$25,000.00.

Vendors who fail to respond after having been invited to bid for three (3) bid openings will be

proper pizza food service techniques for dispensing the product.

The vendor shall provide, and update as needed, store addresses, phone numbers and contact information for the managers to contact for delivery, and the name, phone numbers and email addresses for the contract representative.

The estimated volume is \$60,000,000.

Failure to comply with the above general specifications will result in removal from future quotation consideration.

### **SECTION III BUY AMERICAN CLAUSE**

The district participates in the National School Lunch Program and 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). 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. All food items (except for pineapple, mandarin oranges, and tuna) must be of domestic origin. Pineapple can be imported from the following areas only: Hawaii, Philippines, Thailand, and Indonesia. Tuna can be imported from Ecuador. Products must be produced in the United States or contain at least 51% of domestic products.

### **SECTION IV TERM BID AGREEMENTS**

If this bid results in a term contract with the vendor, LPPS must receive all general price decreases other customers receive. At the option of LPPS and acceptance by the awarded vendor, the awarded contract may be renewed at the same terms and conditions for up to two (2) additional twelve (12) month periods. LPPS shall notify the contracted party, in writing, by April 1<sup>st</sup> of the year the contract, or any extension thereof, ends if it intends to renew the contract.

### **SECTION V INSPECTION AND TESTS**

Inspection shall be made by or at the direction of the Child Nutrition Department. Any article(s) that are defective or fail in any way to meet specifications or other requirements of the quotation may be rejected. The vendor shall carry the responsibility and expense of the inspection if article(s) fail in any way to meet specifications and other requirements. LPPS shall pay expenses of any inspection if the article(s) meet specifications or other requirements.

LPPS reserves the right to have any product inspected at any time by the Department of Health. Any items condemned or rejected because of any inspection by the Department of Health or as determined by any of the Child Nutrition Department employees, shall be immediately replaced if discovered in time to be served in the School's Breakfast and Lunch Programs. If a school is unable

to serve the delivered product(s) because the product(s) delivered by the vendor are unsuitable for consumption, the vendor agrees to reimburse the Child Nutrition Department for any and all losses of State and Federal reimbursement withheld.

LPPS reserves the right to conduct a site visit/inspection of the low bidder's warehouse or facility before making an award.

## **SECTION VI ORDERS**

Orders will be submitted to the vendor on a weekly basis by the LPPS Child Nutrition Department, not individual managers.

LPPS reserves the right to cancel any order or portion thereof which a vendor fails to deliver at the time specified and to adjust invoices submitted if there is a variation between the price bid and the price charged on the invoice.

## **SECTION VII ESTIMATED QUANTITIES**

The quantities specified are estimates based upon quantities used last school year. LPPS binds itself to take, and the vendor agrees to supply, only what is required by the schools for the 2023-2024 school year.

## **SECTION VIII DELIVERIES, INVOICES, STATEMENTS**

Delivery dates, times and locations may vary. Delivery date, time and location will be indicated on each purchase order. No substitutions are allowed without prior approval from the LPPS Child Nutrition Department.

Bid price shall be inclusive of all delivery charges, fees, and tips. Livingston Parish Public Schools will not accept additional delivery or fuel charges.

There shall be no minimum delivery requirements, but orders must be placed sufficiently in advance to permit the vendor to coordinate deliveries.

The vendor should give immediate notice to the LPPS Child Nutrition Department of their inability to deliver. LPPS reserves the right to cancel the portion which has not been delivered and/or to purchase it elsewhere, charging the increase in price and cost of handling to the vendor.

Legible invoices must contain items delivered and accepted shall be submitted by the vendor, to the place of delivery. An authorized employee and/or representative must sign all invoices acknowledging correct acceptance of delivered merchandise for cafeteria use. Merchandise will be checked for quantities, prices, and specification compliance. If discrepancies occur, the vendor will send a correct invoice to the LPPS Child Nutrition Department.

Statements shall be submitted monthly to the Child Nutrition Department, no later than six (6)

days after the month in which the delivery was made. Each statement shall contain a record of all purchases, by school, for the month in chronological order with invoice number listed.

LPPS will allow up to ten (10) other school systems within Louisiana to purchase items awarded on this bid at the same prices and with the same terms and conditions. If another school system wants to request a "piggyback" on this bid, they will be required to get permission from LPPS and from the awarded vendor prior to submitting an order.

## **SECTION IX PAYMENT**

All invoices will be paid after monthly statements have been received. Any questions regarding the payment schedule may be directed to the LPPS Accounts Payable Department, Mabelle Goodwin at (225) 686-4336.

## **SECTION X CONTRACT CONDITIONS**

Repeated failure to make delivery in accordance with specification will result in the termination of the contract, pursuit of appropriate legal remedies, and/or disqualification of the vendor until such as she/he furnishes satisfactory evidence that future obligations can be fulfilled. Failure to render prompt service will be considered in making subsequent awards.

Termination for Convenience Clause, per 2 CFR 200II/7 CFR 3019.48: The LPPS Child Nutrition Department may terminate this contract for any reason, upon (30) calendar days' prior written notice to the vendor.

If the contractor fails to deliver 100% of the products ordered by each school site within the mutually agreed upon time schedule and if such failure results in the school(s) being unable to serve a reimbursable meal, the contractor agrees to pay the Child Nutrition Department for any and all losses of the State and Federal reimbursement withheld from the School Lunch and/or Breakfast Programs and be subject to termination of contract.

Should LPPS terminate this contract in whole or in part, due to failure of contractor to furnish the supplies in accordance with the specifications and terms of this contract, the Child Nutrition Department may acquire services and supplies similar to those terminated and the contractor will be liable to the Child Nutrition Department for any excess costs for those services and supplies and other damages of the Child Nutrition Department to include additional administrative cost, advertising costs, if any, and attorney fees. However, the contract shall continue to furnish the supplies not terminated.

LPPS, by written notice, may terminate this contract, in whole or in part, in the event there is a reduction in Federal or State funds provided to the LPPS Child Nutrition Department. If this contract is terminated, the contractor shall be paid for any services or food supplies furnished up to the date of termination.

The contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of

Labor regulations (41 CFP Part 60).

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

## **SECTION XI INSURANCE REQUIREMENTS**

Bidders will be required to furnish LPPS with certificates of insurance as proof of coverage required below. The certificates are to be received and approved before work commences. LPPS reserves the right to require complete certified copies of all required policies, at any time. Additionally, Bidder should add LPPS as a named insured on their insurance policy.

Required minimum coverage:

- A. Worker's Compensation
  - As required by Louisiana State Statute, \$1MM/\$1MM/\$1MM
- B. Commercial General Liability
  - \$1MM Combined Single Limit each occurrence for bodily injury and property damage
- C. Comprehensive Automobile Liability
  - Bodily Injury Liability \$1MM each person/\$1MM each occurrence.
  - Property Damage Liability \$1MM each occurrence.
- D. Umbrella Liability Coverage
  - An umbrella policy or excess may be used to meet minimum requirements

## **SECTION XII EEOC AND ADA COMPLIANCE**

Bidder shall keep informed of and comply with all federal, state, and local laws, ordinances and regulations which affect his employees or prospective employees. Any act of discrimination committed by the Bidder, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination in this contract.

LPPS encourages the participation of small businesses, disadvantaged business entities, minority owned firms and women business enterprises (MWBES) to participate in this proposal. All vendors contracting with LPPS for this project are likewise encouraged to use MWBES as part of their proposals to provide services and materials for this project. This project is funded in whole or in part by Federal Grants, the Contractor shall comply with the appropriate Federal Requirements. 2 CFR §200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses.



**LIVINGSTON PARISH PUBLIC SCHOOLS  
BID FORM- SIGNATURE PAGE  
23-03: Pizza for 2023-2024 School Year  
DUE: April 18, 2023, 2:00 PM**

**I/we acknowledge receipt of the following addenda:**

Date \_\_\_\_\_ Addenda # \_\_\_\_\_  
Date \_\_\_\_\_ Addenda # \_\_\_\_\_  
Date \_\_\_\_\_ Addenda # \_\_\_\_\_

By \_\_\_\_\_ (Individual, Partnership, Corporation Name) \_\_\_\_\_ (State of Incorporation, if applicable)  
By \_\_\_\_\_ (Name of Person Authorized to Sign- please print) \_\_\_\_\_ (Title)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

**Assignment:** The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/We hereby convey, sell, assign, and transfer to the State of Louisiana all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to this purchase made by its agency, Livingston Parish Public Schools.

**THIS BID FORM MUST BE COMPLETED IN INK AND RETURNED WITH BID.**

**Livingston Parish Public Schools  
2023-2024 Pizza Delivery  
7/1/2023 thru 6/30/2024**


| Item Description           | Product Spec  | Purchase Unit          | Estimated Quantity | Quote Per Purchase Unit | Total | Changes/Notes |
|----------------------------|---|------------------------|--------------------|-------------------------|-------|---------------|
| Pizza, Cheese, Delivery    | Fresh Baked, Cheese Pizza to Include, Pizza Crust Made from a Minimum of 51% White Whole-Wheat Flour, 100% Real Lite Mozzarella Cheese and Reduced Sodium Tomato Sauce, Sodium Shall Not Exceed 540mg Per Serving. One Pizza Slice, Serving Must Provide 2 Grain, 2 Meat/Meat Alternate and 1/8 Cup Vegetable Equivalent, Nutritional and CN Label or Product Formulation Statement Required.                           | Pizza 8ct/Piece 4.76oz | 700                |                         |       |               |
| Pizza, Pepperoni, Delivery | Fresh Baked, Pepperoni Pizza to Include, Turkey Pepperoni, Pizza Crust Made from a Minimum of 51% White Whole-Wheat Flour, 100% Real Lite Mozzarella Cheese, and Reduced Sodium Tomato Sauce, Sodium Shall Not Exceed 540mg Per Serving. One Pizza Slice, Serving Must Provide 2 Grain, 2 Meat/Meat Alternate and 1/8 Cup Vegetable Equivalent, Nutritional and CN Label or Product Formulation Statement Required.     | Pizza 8ct/Piece 4.76oz | 5500               |                         |       |               |
| Pizza, Sausage, Delivery   | Fresh Baked, Sausage Pizza to Include, Turkey Sausage Crumbles, Pizza Crust Made from a Minimum of 51% White Whole-Wheat Flour, 100% Real Lite Mozzarella Cheese and Reduced Sodium Tomato Sauce, Sodium Shall Not Exceed 540mg Per Serving. One Pizza Slice, Serving Must Provide 2 Grain, 2 Meat/Meat Alternate and 1/8 Cup Vegetable Equivalent, Nutritional and CN Label or Product Formulation Statement Required. | Pizza 8ct/Piece 4.76oz | 1100               |                         |       |               |

**PROCUREMENT PLAN  
LIVINGSTON PARISH PUBLIC SCHOOLS  
CHILD NUTRITION PROGRAMS**

This procurement plan, contained on the following pages, was implemented September 1, 2022, and utilized from that date forward until amended. All Child Nutrition procurements must adhere to free and open competition. Source documentation will be available to determine open competition, the reasonableness, the allowability and the allocation of costs.

  
\_\_\_\_\_  
Superintendent

9-1-22  
Date

  
\_\_\_\_\_  
CNP Supervisor

9.1.22  
Date

**PROCUREMENT PLAN  
LIVINGSTON PARISH PUBLIC SCHOOLS  
CHILD NUTRITION PROGRAMS**

**A. General Procurement Procedures**

1. The SFA will have documented Procurement Procedures for all purchases where Child Nutrition Funds are utilized. The SFA must follow their documented procurement procedures.
2. The Procurement Plan provides free and open competition, transparency in transactions, comparability, and documentation of all procurement activities using child nutrition program funds.
3. If the amount of purchases is more than the state small purchase threshold of \$30,000 formal procurement procedures will be used as required by 2 CFR Part 200.318-326 and Louisiana Procurement Code and Regulations. Informal procurement procedures (micro purchase or small purchase) may be used for purchases under the most restrictive small purchase threshold, which is \$30,000 for Livingston Parish Public Schools Child Nutrition Programs.
4. Contracts that have been awarded by the State of Louisiana Office of State Purchasing may not be utilized by the SFA unless all federal requirements are met.
5. The Livingston Parish Public Schools Child Nutrition Program has written codes of conduct that include prohibiting real, or apparent conflicts of interest for employees engaged in selection, award, and administration of contracts [2 CFR 200.318(c)(1)/7 CFR 3016.36(3) (1-1v)].
6. The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds. These written standards of conduct include:
  - No employee, officer or agent of Livingston Parish Public Schools shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
  - Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
    - The employee, officer or agent;
    - Any member of the immediate family;
    - His or her partner;
    - An organization which employs or is about to employ one of the above.
  - The Livingston Parish Public Schools employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
  - Penalties for violation of the standards of code of conduct of the Livingston Parish Public Schools Child Nutrition Program may include but are not limited to:
    - Reprimand by Board of Education;
    - Dismissal by Board of Education;
    - Any legal action necessary.
7. The SFA will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders 2 CFR 200.318(b).
8. Sponsors participating in in Child Nutrition Programs are exempt from state taxes per Revised Statute 47:301(10)(dd) which states the following: For purposes of sales and use taxes imposed or levied by the state, the terms "retail sale" or "sale at retail" shall not include the purchase of food items for school lunch or breakfast

programs by nonpublic elementary or secondary schools which participate in the National School Lunch and School Breakfast programs or the purchase of food items by nonprofit corporations which serve students in nonpublic elementary or secondary school and participates in the national School Lunch and School Breakfast programs. A copy of Livingston Parish Public Schools Sales Tax Exemption Form is attached and made part herein of this Procurement Plan.

9. SFA will retain records for three years after the final claim for reimbursement for the fiscal year or until resolution of any audits. These records will include, but are not necessarily limited to the following: invoices, request for quotes, specifications, Buy American requirements, quotes, IFB/RFP solicitations, advertisements, bid/RFP/quote analyses, contractor selection or rejection, and contracts including prices.
10. The Livingston Parish Public Schools Child Nutrition Program will follow the procurement method as authorized by Louisiana law regarding purchasing materials and supplies.

## **B. Procurement Method Procedures**

### **Micro Purchases**

1. Procurement by micro purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$30,000. To the extent practicable, the non-Federal entity must distribute Micro purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and must main documentation (CFR 200.320).
2. Micro purchase procedures must include how it will use equitable distribution of micro purchases among qualified suppliers.
3. Micro purchases must not be used to circumvent free and open competition.
4. If the SFA plans to make multiple purchases for items, the SFA should use the Small Purchase or Formal Procurement method

### **Small Purchases**

If the amount of purchases for items is less than the district's small purchase threshold, the following, **SMALL PURCHASE PROCEDURES**, including quotes, will be used. Quotes from at least three qualified sources will be required. When a Small Purchase is required the following procedures will apply:

1. Written specifications will be prepared and provided to the vendors. Each vendor will be given the opportunity to provide a price quote on the same specifications.
2. The SFA will be responsible for contacting potential vendors when price quotes are needed. A minimum of three vendors will be A minimum of three vendors should be contacted when the contract value is between \$30,000 and \$60,000 (Revised Statute 38:2212.1(A)(1)(b)).
3. Clear and accurate descriptions of the technical requirements must be provided for the product or service being procured.
4. Price quotes will receive appropriate confidentiality before award.
5. Where applicable, the specifications must include a requirement that goods must be produced and processed in the United States.
6. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and 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. This requirement pertains to component items. It does not include spices, sauces, etc.

7. 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). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.
8. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. There are two limited exceptions to the Buy American requirement:
  - A food is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
  - Competitive bids reveal the cost of a U.S. food is significantly higher than the non-domestic food
9. Requests for exceptions to the Buy American provision must include:
  - Price of the domestic food alternative substitute;
  - Availability of domestic alternative substitute and quantity;
  - Reason for exception: limited/lack of availability or price (price must be included) ; and
  - Prices must include: Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product.
10. The SFA will include the **"BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES** in all procurements for food products and the vendor must identify all food products bid by the company that do not meet the definition of "domestic" on this document. In the event the SFA receives a bid from a vendor that does not include this information, the SFA must consider the bid non-responsive.
11. The CN Supervisor will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor and written specifications.
12. The CN Supervisor or Assistant Supervisor will be responsible for documentation that the actual product specified was received.
13. Anytime an accepted item is not available, the CN Supervisor or Assistant Supervisor will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
14. Quotes will be awarded by the CNP Supervisor. Quotes awarded will be to the lowest and best quote based on the following criteria:
  - Price
  - Quality
  - Service
  - Location of Vendor
15. The CNP Supervisor is required to sign all quote tabulations, signifying a review and approval of the selections.

16. The table below is used for any procurements that utilize the micro or small purchases procurement method.

| Category   | Procurement Method      | Evaluation Used   | Contract Award Type | Contract Duration/Frequency |
|--|-------------------------|---|---------------------|-----------------------------|
| Miscellaneous items below \$30,000 per purchase    | Informal Micro Purchase | Equitable distribution among qualified suppliers  | Fixed Price         | As Needed                   |
| Miscellaneous items below small purchase threshold | Informal Small Purchase | SFA will receive a minimum of three quotes, documents reviewed and award based on bottom-line pricing | Fixed Price         | Yearly and/or As Needed     |

**Formal Bid Procedures**

1. Formal bid procedures may be used for any dollar amount but must be used for all purchases in excess of the small purchase threshold.

| Category  | Procurement Method | Evaluation Used     | Contract Award Type | Contract Duration/Frequency |
|---|--------------------|---------------------|---------------------|-----------------------------|
| Purchased Food (Including Milk, Ice Cream, Fresh Bread, etc.) | IFB                | Bottom Line         | Fixed Price         | Yearly                      |
| Disposables   | IFB                | Bottom Line         | Fixed Price         | Yearly                      |
| Produce   | IFB                | Bottom Line         | Fixed Price         | Monthly                     |
| Commodity Storage & Distribution                              | RFP                | Weighted Evaluation | Fixed Price         | Every Other Year            |

2. Formal bid procedures may be used for any dollar amount but must be used for all purchases in excess of the small purchase threshold.
3. Formal bid procedures will be applied on a basis of a Centralized System.
4. Because of the potential for purchasing more than the small purchase threshold it will be the responsibility of the CNP Supervisor and Purchasing Agent to document the amounts to be purchased so the correct method of procurement will be followed.
5. When a formal procurement method is required (Competitive Sealed Bid, Invitation for Bid (IFB), or Competitive Proposal in the form of a Request for Proposal (RFP)), An announcement of an Invitation for Bid (IFB) will be placed in the Livingston Parish News to publicize the intent of the School Food Authority to purchase needed items. The advertisement for bids/proposals or legal notice will publish at least two times in the news source. The first advertisement must be at least 15 days before the public opening.
6. The following criteria will be used in awarding contracts as a result of Competitive Sealed Bid, Invitation for Bid or Competitive Proposal in the form of a Request for Proposal:
  - Price
  - Quality
  - Service
  - Location of Vendor
7. In awarding a competitive negotiation (RFP), a set of award criterion in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
8. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the SFA, price, and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
9. The CN Supervisor is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.

10. The CN Supervisor and Purchasing Agent are responsible for reviewing the procurement system to ensure compliance with applicable laws.
11. The CN Supervisor or assigned SFA Designee is responsible for documentation the actual product specified is received. Any time an accepted item is not available, the SFA designee will select the acceptable alternate.
12. The contractor must inform the CN Supervisor or SFA Designee when a product is not available. In the event a non-domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product. The SFA Designee must comply with the Buy American Provision.
13. Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the CN Supervisor.
14. The CN Supervisor is responsible for maintaining all procurement documentation.

#### Non-Competitive Proposal

1. A minimum of three vendors should be contacted when the contract value is between \$30,000 and \$60,000 (Revised Statute 38:2212.1(A)(1)(b)).
2. This procurement method is used if items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation.
3. Non-competitive Proposals MUST BE approved by the State Agency.
4. Procurement by non-competitive proposal may be used only when the award of a contract is not feasible under one of the other procurement procedures.
5. In order to use a non-competitive proposal, one of the following circumstances must apply:
  - The item is available only from a single source;
  - The public exigency or emergency does not permit a delay resulting from competitive solicitation;
  - The awarding agency authorizes noncompetitive proposals; and
  - After solicitation of a number of sources, competition is determined inadequate
6. Non-competitive proposals can be used when a single solicitation or offer is received in response to a properly conducted competitive solicitation, the procurement process has been competitive, but has led to a circumstance that justifies the use of noncompetitive proposals as the final stage of the competitive procurement process.
7. If the SFA decides the solicitation document is adequate it can either:
  - Award the contract to the single respondent; or
  - Attempt to negotiate better prices and/or terms with the single respondent.
8. If the SFA decides the solicitation document inadvertently limited competition, it may:
  - Re-advertise the procurement with a new solicitation;
  - If there is not enough time to re-advertise, the SFA may inform the sole respondent the contract will be limited to the period of time stated in the initial solicitation document and must not be renewed; or
  - Obtain documentation as to why the non-responders did not submit a proposal.

#### Cooperative Bidding



1. SFAs bidding as a cooperative are not exempt from meeting all regulations. Each SFA is responsible for maintaining copies of all solicitations, bid responses, bid awards including justification for awarding bids.

#### Commodity Processing Bid

1. The value pass-through (VPT) method to be used.
2. Commodity Processing Bids must include the following:
  - A provision for information in bid/response for food recalls procedures;
  - Name/Position and contact information for vendor point of contact and backup contact assigned to handle food recalls;
  - Name of the SFA contact and backup contact assigned to handle food recalls; and
  - Buy American Provision and Buy American Certification Form.

#### Piggybacking

1. The solicitation must include limitations such as dollar value or the number of additional parties that may be added if piggybacking will be allowed.
2. SFA must ensure the original solicitation and contract included language for the addition of parties and specified applicable limits, either number of additional parties or dollar value.
3. SFA must ensure that a material change has not occurred.
4. A provision must be included that the contractor will agree to retain all books, records, and other documents relative to the contract agreement for three years after final payment or until audited by SFA, whichever is sooner.
5. A provision must be included the SFA, its authorized agents, and/or State and /or USDA auditors shall have full access to and the right to examine any of said materials during said period.
6. Louisiana Public Bid Law requires the political subdivision wishing to utilize an existing public contract of another political subdivision must ensure that the following conditions are met:
  - The contract was bid in compliance with R.S. 38:2211;
  - The timeframe for the piggybacking SFA must be within (1) year of opening the bids;
  - The total purchases on the contract does not exceed two times what was purchased by the political subdivision bidding the contract;
  - The written consent of the political subdivision which bid the contract is obtained, as well as the contract number, and if applicable, the resolution accepting the contract;
  - The vendor agrees to the additional purchase; and
  - The product must be identical to those specified in the existing public contract of the other political subdivision, and the price is the same as the original contract price.
7. Piggybacking requirements of USDA and Louisiana Public Bid Law conflict. As such, the SFA is to utilize the most restrictive requirement.

8. Specifications and estimated quantities of products and services are prepared by the SFA and provided to potential contractors desiring to submit bids/ proposals for the products or services requested.
9. SFAs contracting for goods may include a provision in the original solicitation that states they reserve the right to add goods to an existing contract if the following conditions are met:
  - The SFA must state in the original solicitation that the total value of all additional goods and quantities of listed goods may not exceed the limit specified in the solicitation and contract. The SFA may use a percentage of the estimated total value of the contract to determine the value of goods and quantities of goods that may be added. FNS recommends limiting additional costs to 5%-10% of the estimated value of the contract. The total estimated value of the contract must be included in the solicitation;
  - If the contract allows a renewal option and the renewal is approved as established in the original contract, then upon renewal, any goods added to the contract must be included in the contract amendment;
  - If the contract is renewed, a new basis for contract value, including the actual expenditures of the previous bid period plus the value of the additional items must be established. Actual expenditures may fall below the initial estimated value of the contract and could result in a lower contract value in subsequent contract periods; and
  - SFAs Program operators must maintain records of all additional goods purchased to ensure that the value of additional goods purchased does not exceed the specified limit.

#### Electronic Bidding

1. According to Revised Statute 38:2212.1(4), prospective bidders must be allowed to submit bids for public contracts electronically. The vendor must be provided the opportunity to respond to the bid electronically. Submitting bids for public contracts by email is not allowed.
2. Contractors shall be provided the option to submit bids for public contracts through a uniform and secure electronic interactive system. Political subdivisions shall follow the standards for the receipt of electronic bids adopted by the office of the governor, division of administration, and the office of technology services as provided for in LAC 4: XV.701, and shall make the appropriate provisions necessary for the acceptance of electronic bids for all purchases requiring competitive bidding as required by this Section. Any special condition or requirement for the submission shall be specified in the advertisement for bids required by this Section.
3. Exemptions from Electronic Bidding include:
  - Public entities that are currently without available high-speed internet access will be exempt from this requirement until such time that high speed internet access becomes available;
  - Any parish with a police jury form of government and a population of less than twenty thousand shall be exempt from the provisions of this Subparagraph;
  - Any city or municipality with a population of less than ten thousand shall be exempt from the Provisions of this Subparagraph;
  - Any special service district created by a police jury form of government and which is unable to comply with Subparagraph (a) of this Paragraph without securing and expending additional funding shall be exempt from its requirements. The special service district shall be exempted from any expenditures for high-speed Internet access, software, personnel costs, training, or other office equipment directly relating to the receipt of bids via high-speed Internet access; or
  - Public entities shall have the option to require all bids be submitted electronically for any competitive bid let out for public bid.

## Advertisement

1. An advertisement is required for all purchases over the small purchase threshold of \$60,000. The announcement will contain:
  - General description of items to be purchased;
  - Deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms and conditions as needed;
  - Date of pre-bid meeting, if provided, and if attendance is a requirement for bid award;
  - Deadline for submission of sealed bids;
  - Address of location where complete specifications and bid forms may be obtained; and
  - Non-discrimination Statement (short version).
2. The first publication of the advertisement shall not occur on a Saturday, Sunday or legal holiday. Plans and specifications shall be available to bidders on the day of the first advertisement and shall be available until twenty-four hours before the bid opening date.
3. The SFA is to coordinate the first publication of the advertisement, the electronic bidding platform, and direct mailings so they are available to potential vendors on the same date RS 38:2212.1.
4. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications. Specifications provided in the solicitation must be in sufficient detail that all prospective vendors are bidding on the same item.
5. The developer of written specifications or descriptions for procurements will be prohibited from submitting bids for such products or services.
6. The SFA will perform a cost analysis in connection with every procurement in excess of the Small Purchase Threshold including contract modifications. The cost/price analysis is to be maintained on file at the SFA.
7. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
  - Contract period
  - Date, time, and location of bid opening
  - How vendor is to be informed of bid acceptance or rejection
  - Delivery schedule
  - Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
  - Benefits to which the School Food Authority will be entitled if the contractor cannot or will not perform as required
  - Statement assuring positive efforts will be made to involve minority and small business
  - Statement regarding the return of purchase incentives, discounts, rebates, and credits to the School Food Authority's non-profit Child Nutrition account
  - The SFA may only specify a brand name product when a pre-approved equal is allowed

## C. Other Contracts

1. Food Service Management Contracts are formal bids and must meet all of the formal bid and RFP requirements noted above as well as the requirements listed herein.
2. 210.16 (a) General. Any school food authority (including a State agency acting in the capacity of a school food authority) may contract with a food service management company to manage its food service operation in one or

more of its schools. However, no school or school food authority may contract with a food service management company to operate an a la carte food service unless the company agrees to offer free, reduced price and paid reimbursable lunches to all eligible children. Any school food authority that employs a food service management company in the operation of its nonprofit school food service shall:

- Adhere to the procurement standards specified in §210.21 when contracting with the food service management company;
- Ensure that the food service operation is in conformance with the school food authority's agreement under the Program;
- Monitor the food service operation through periodic on-site visits (these visits must be documented);
- Retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals;
- Retain signature authority on the State agency-school food authority agreement, free and reduced-price policy statement and claims;
- Ensure All federally donated foods received by the school food authority and made available to the food service management company accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein;
- Maintain applicable health certification and assure that all State and local regulations are being met by a food service management company preparing or serving meals at a school food authority facility;
- Establish an advisory board composed of parents, teachers, and students to assist in menu planning;
- The SFA must incorporate all State agency required changes to its solicitation documents before issuing those documents;
- Ensure that the State agency has reviewed and approved the contract terms and that the school food authority has incorporated all State agency required changes into the contract or amendment before any contract or amendment to an existing Food Service Management company contract is executed;
- Changes made by the school food authority or a food service management company to a State agency pre-approved prototype contract or State agency approved contract term must be approved in writing by the State agency before the contract is executed;
- The school food authority must submit all procurement documents, including responses submitted by potential contractors, to the State agency, by the due date established by the State agency;
- Monitor food purchases of the FSMC to ensure the FSMC is conforming to the Buy American Provision;
- Conduct a reconciliation at least annually and at contract termination to ensure the FSMC has credited it for the full value of all USDA food received;
- Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments);
- Method of evaluation and type of contract to be awarded;
- Method of award announcement and effective date (if intent to award is required by State or local procurement requirements);

- Provision requiring access by duly authorized representatives of the SFA, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts;
- Method of shipment or delivery upon contract award;
- 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;
- Description of process for enabling vendors to receive or pick up orders upon contract award;
- Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165);
- Signed statement of non-collusion; and
- Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS).

#### Cost Reimbursable Contracts

210.21(f) Cost reimbursable contracts (1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. The contractor must separately identify each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
3. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
4. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
5. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
6. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
7. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

No expenditure may be made from the non-profit school food service account for any cost resulting from any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

#### **D. Miscellaneous Contract Provisions**

Required Provisions for all Formal Bids from Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. 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 affected and the basis for settlement.
3. 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.”
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or 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.
5. 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.

6. **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 sub recipient 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 sub recipient 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.
7. **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 sub grants 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).
8. **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 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.
9. **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.
10. **Required Contract Provisions from 2 CFR Part 200**  
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).
11. **The SPONSOR and VENDOR must take all necessary affirmative steps outlined in 2 CFR 200.321 to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible.**  
Affirmative steps will include:
  - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;



- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
12. Required Contract Provisions from 7 CFR Part 210. The SFA and vendor shall comply with the Buy American Provision for all solicitations and 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. This requirement pertains to component items. It does not include spices, sauces, etc.
13. 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). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. There are two limited exceptions to the Buy American requirement:
- A food is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
  - Competitive bids reveal the cost of a U.S. food is significantly higher than the non-domestic food

Requests for exceptions to the Buy American provision must include:

- Price of the domestic food alternative substitute;
  - Availability of domestic alternative substitute and quantity;
  - Reason for exception: limited/lack of availability or price (price must be included); and
  - Prices must include: Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product.
15. The SFA will include the **"BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES** in all procurements for food products and the vendor must identify all food products bid by the company that do not meet the definition of "domestic" on this document. In the event the SFA receives a bid from a vendor that does not include this information, the SFA must consider the bid non-responsive.
16. 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.



## **E. Contract Termination**

1. **Contract Termination for Convenience:** The SFA reserves the right to terminate any contract at any time, for any reason, by giving 30 days written notice to the contractor. If the contract is terminated for convenience by the SFA, the contractor will be paid for all items received and for any work completed as of the date of termination. In this case, contract termination does not arise from any fault on the part of the vendor (Appendix II of 2 CFR Part 200(B)).
2. **Contract Termination for Cause:** Where the SFA has determined that the contractor is in default, the SFA reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered. The SFA reserves the right to terminate any contract at any time, for any reason, by providing the contractor with 30 days written notice.
  - Termination of a contract for cause includes, but is not limited to the following:
    - Failure to deliver within the time specified in the contract;
    - Failure to meet quantity requirements;
    - Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition;
    - Misrepresentation by the contractor, administratively, contractually, or any other misrepresentation;
    - Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the SFA;
    - Conflict of contract provisions with constitutional or statutory provisions of state or federal law; and/or
    - Any other breach of contract

## **F. Responsible Parties**

1. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the CN Supervisor and date specified.
2. The CN Supervisor will be responsible for securing all bids or proposals.
3. The CN Supervisor will be responsible for conducting a cost or price analysis in connection with every procurement action in excess of the Small Purchase Threshold including contract modifications.
4. The CN Supervisor and Purchasing Agent will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
5. The CN Supervisor will be responsible for monitoring contractor performance of the Buy American Provision to ensure compliance 2 CFR 200.218(b).

## **G. Disqualification of a Bidder**

1. A vendor who fails to deliver certain items or delivers items that do not meet specifications, may be disqualified from bid awards. The following steps will be taken:
  - The SFA will document the problem, noting the date and writing an accurate description of the problem;
  - The vendor will be notified by telephone or email of the problem and how the problem should be corrected;
  - The SFA will maintain a record of the dates of all telephone calls and emails as well as the information discussed;
  - If the problem is not resolved, the SFA will give the vendor written notification of the problem, indicating that immediate correction is expected and that failure to do so will be considered a breach of contract and could result in the cancellation of the contract;

- If cancellation of the contract becomes necessary, the SFA will provide written notice of the proposed action to the vendor. Reasons for the proposed action will be included. If the contract is not canceled, the SFA may disqualify the vendor from future bidding; and
- A bidder disqualified for lack of responsibility will be notified in writing and given an opportunity for a hearing. If the SFA is rejecting a bid because of unresponsiveness, the bidder will be informed of why the bid was rejected.

#### **H. Emergency or "Pressing Need" Purchases**

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and a log of all such purchases shall be maintained by the School Food Authority Official. The following emergency procedures shall be followed. All emergency procurements shall be approved by the School Food Authority Official. At a minimum, the following emergency procurement procedures shall be documented:
  - Item Name;
  - Dollar Amount;
  - Vendor; and
  - Reason for Emergency
  
2. The SFA shall agree to retain all books, records and other documents relative to the award of the contract for three years after final payment. Specifically, the SFA shall maintain, at a minimum, the following documents:
  - Written rationale for the method of procurement
  - A copy of the original solicitation
  - The selection of contract type
  - The bidding and negotiation history and working papers
  - The basis for contractor selection
  - Approval from the State agency to support lack of competition when competitive bids or offers are not obtained
  - The basis for award cost or price;
  - The terms and conditions of the contract; and
  - Any changes to the contract and negotiation history
  
3. When a formal procurement method is required for Request for Proposals (RFP), the following procedures will apply:
  - An announcement of a Request for Proposal (RFP) will be placed in Livingston Parish Public Schools Official Journal of Record to publicize the intent of the School Food Authority to purchase needed items. The advertisement for bids/proposals or legal notice will be run for 30 days;
  - An advertisement is required for all purchases over the SFA/LEA's small purchase threshold of \$30,000. The announcement in the advertisement will contain a(n):
    - General description of items to be purchased;
    - Deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms and conditions as needed;
    - Date of pre-bid meeting, if provided, and if attendance is a requirement for bid award;
    - Deadline for submission of sealed proposals; and
    - Address of location where complete specifications and bid forms may be obtained.

# INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA)/Sponsor and the Vendor (Offerer) shall execute this Independent Price Determination Certificate.

\_\_\_\_\_  
Name of Vendor

Livingston Parish Public Schools  
\_\_\_\_\_  
Name of School Food Authority/Sponsor

- A. By submission of this offer, the Offerer 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 Offerer or with any competitor.
  2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer 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 Offerer for the purpose of restricting competition.
  3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offerer certifies that:
1. He or she is the person in the Offerer'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 other Offerer'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 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 Offerer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 of Vendor  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

s/Sommer D. Purvis  
Signature of School Food Authority/Sponsor

CN Supervisor  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTE: Accepting an offeror's offer does not constitute award of the contract.**

**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 11 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.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 Non-procurement 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

## ATTACHMENT W: LOBBYING CERTIFICATION

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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 covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name: Livingston Parish Public Schools Child Nutrition Programs

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all food products bid by the company that do not meet the definition of "domestic." This document must be included as a part of the bid. This document is provided in Microsoft Word format so the vendor may add additional food items.

**VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)**

- |       |  |
|-------|--|
| _____ | 1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.   |
| _____ | 2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below: |

| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.  |
|-------------------|---|
|                   | This product includes _____% U.S. Content. The product is grown in _____.<br><br>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.<br>OR<br>_____ The cost of the U.S. product is significantly higher than the non-domestic product.<br><br>List prices and unit pack size below for item to be considered:<br><br>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit<br><br>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit |
|                   | This product includes _____% U.S. Content. The product is grown in _____.<br><br>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.<br>OR<br>_____ The cost of the U.S. product is significantly higher than the non-domestic product.<br><br>List prices and unit pack size below for item to be considered:<br><br>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit<br><br>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit |

| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.   |
|-------------------|--|
|                   | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |
|                   | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |
|                   | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |
|                   | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |



| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.   |
|-------------------|--|
|                   | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:<br/>           \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit<br/>           \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |
|                   | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:<br/>           \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit<br/>           \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |
|                   | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:<br/>           \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit<br/>           \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |

**ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL**

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**SPONSOR APPROVAL**

The sponsor must approve all non-domestic agricultural products that will be awarded under this contract. The sponsor is responsible for determining if the information provided by the vendor is true and correct.

Authorized Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Sponsor Name: \_\_\_\_\_ Date Approved: \_\_\_\_\_

**LOUISIANA**  
DEPARTMENT of REVENUE

Purchases by Political Subdivisions of  
the State of Louisiana  
Sales Tax Exemption Certificate  
Louisiana Revised Statute 47:301(B)(1)

PLEASE PRINT OR TYPE

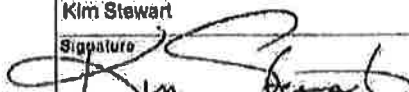
|   |  |  |              |
|---|--|--|--------------|
| Political Subdivision<br>Livingston Parish School Board #72-0882480 |  | Louisiana Revenue Account Number (if applicable) |              |
| Address<br>PO BOX 1130  |  |  |              |
| City<br>Livingston  |  | State<br>LA                                      | ZIP<br>70754 |

The above referenced entity does hereby certify that the entity is a public agency of the State of Louisiana with legal status as one of the following:

- State agency, board or commission
- Municipal government or instrumentality thereof
- Public Charter School (LA R.S. 17:3971-4001)
- Hospital service district
- Public housing authority
- Parish government or instrumentality thereof
- Parish school board or public school
- Law enforcement district
- Waterworks district
- Parish and municipal libraries
- Other \_\_\_\_\_

Purchases of tangible personal property and taxable services, and/or leases and rentals of tangible personal property by the above referenced political subdivision are totally exempted from the sales tax levied by the State as provided by LA R.S. 47:301(B)(c). The Louisiana Constitution, Article VI, §44(2) defines a political subdivision as "a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions."

The authorized person for the political subdivision certifies that the entity meets the criteria for the sales tax exclusion under LA R.S. 47:301(B)(c), and if sales tax is later found to be due, the entity will be responsible for any tax liabilities.

| Signature of Authorized Agent  |                                 |
|--|---------------------------------|
| Authorized Agent<br>Kim Stewart  | Title<br>Business Manager       |
| Signature<br> | Date (mm/dd/yyyy)<br>07/01/2021 |

## 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, Livingston 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, or 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 more 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 mean 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(J2) for further detail)*

- Officers, employees, and agents of Livingston Parish Public Schools, 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.*


**PROCUREMENT STANDARDS OF CONDUCT CERTIFICATION STATEMENT**

I, Sommer D. Purvis, for Livingston Parish Public Schools hereby certify 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 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.

  
\_\_\_\_\_  
Authorized Representative

9.1.2022  
\_\_\_\_\_  
Date

**Livingston Parish Public Schools**  
**Post Office Box 1130**  
**Livingston, Louisiana 70754**  
**SCHOOL CALENDAR – 2023/2024**

|                                   |                             |
|-----------------------------------|-----------------------------|
| First Semester Begins (STUDENTS)  | Friday, August 11, 2023     |
| First Semester Ends (STUDENTS)    | Thursday, December 21, 2023 |
| Second Semester Begins (STUDENTS) | Friday, January 5, 2024     |
| Second Semester Ends (STUDENTS)   | Friday, May 24, 2024        |

**SCHOOL HOLIDAYS (STUDENTS)**

|                               |   |
|-------------------------------|---|
| LPPS Professional Development | Tuesday-Thursday, August 08-10, 2023 (Full Days)      |
| Labor Day                     | Monday, September 4, 2023                             |
| Livingston Parish Fair        | Friday, October 13, 2023                              |
| LPPS Professional Development | Wednesday-Thursday, January 3-4, 2024 (Full Days)     |
| Thanksgiving                  | Monday - Friday, November 20-24, 2023                 |
| Christmas and New Year's      | Friday, December 22, 2022 - Thursday, January 4, 2024 |
| Martin Luther King Day        | Monday, January 15, 2024                              |
| Mardi Gras                    | Monday-Friday, February 12-16, 2024                   |
| Good Friday/Easter            | Friday, March 29, 2024 - Friday April 5, 2024         |

\*School staff will observe all holidays with the exception of those designated as for planning and in-services.

## Livingston Parish Schools 2023-2024

| School                       | Cafeteria Manager   | Telephone      | E-mail                       | Address                 | City, State, Zip            |
|------------------------------|---------------------|----------------|------------------------------|-------------------------|-----------------------------|
| Albany High                  | Amy Ellzey          | (225) 567-9892 | amy.ellzey@lpsb.org          | 1 Hornet Lane           | Albany, LA 70711            |
| Albany Middle                | Patricia Vicknair   | (225) 567-5942 | patricia.vicknair@lpsb.org   | 29675 Reeves Street     | Albany, LA 70711            |
| Albany Lower                 | Crystal Stewart     | (225) 567-3837 | crystal.stewart@lpsb.org     | 30020 W. Murray Street  | Albany, LA 70711            |
| Denham Springs Elementary    | Katie Davis         | (225) 665-6220 | katie.davis@lpsb.org         | 306 N. Range Avenue     | Denham Springs, LA 70726    |
| Denham Springs Freshman      | Sharon Godwin       | (225) 665-1057 | sharon.godwin@lpsb.org       | 940 Range Avenue N.E.   | Denham Springs, LA 70726    |
| Denham Springs High          | Johnanne Robinson   | (225) 665-8258 | johnanne.robinson@lpsb.org   | 1000 N. Range Avenue    | Denham Springs, LA 70726    |
| Denham Springs Jr. High      | Veronica Averett    | (225) 665-5105 | veronica.averett@lpsb.org    | 401 Hatchell Lane       | Denham Springs, LA 70726    |
| Doyle High                   | Cindy Brooks        | (225) 686-0552 | cindy.brooks@lpsb.org        | 20480 Circle Drive      | Livingston, LA 70754        |
| Doyle Elementary             | Cindy Brooks        | (225) 686-2440 | cindy.brooks@lpsb.org        | 29285 S. Range Road     | Livingston, LA 70754        |
| Eastside Elementary          | Rachelle Lewis      | (225) 791-8517 | rachelle.lewis@lpsb.org      | 9735 Lockhart Road      | Denham Springs, LA 70726    |
| French Settlement Elementary | Kimberly Villneurve | (225) 698-6860 | kimberly.villneurve@lpsb.org | 15810 LA Hwy 16         | French Settlement, LA 70733 |
| French Settlement High       | Kimberly Villneurve | (225) 698-6860 | kimberly.villneurve@lpsb.org | 15875 LA Hwy 16         | French Settlement, LA 70733 |
| Freshwater Elementary        | Rachelle Lewis      | (225) 664-3573 | rachelle.lewis@lpsb.org      | 1025 Cockerham Road     | Denham Springs, LA 70726    |
| Frost Elementary             | Dwana Thornton      | (225) 698-3751 | dwana.thornton@lpsb.org      | 19672 LA Hwy 42         | Livingston, LA 70754        |
| Gray's Creek Elementary      | Janna Williams      | (225) 667-3660 | janna.williams@lpsb.org      | 11400 LA Hwy 1033       | Denham Springs, LA 70727    |
| Holden High                  | Cheryl Quamme       | (225) 567-9071 | cheryl.ann.quamme@lpsb.org   | 30120 LA Hwy 441        | Holden, LA 70744            |
| Juban Parc Elementary        | Trecia Price        | (225) 665-8617 | trecia.price@lpsb.org        | 12555 Brown Road        | Denham Springs, LA 70726    |
| Juban Parc Jr. High          | Trecia Price        | (225) 667-9005 | trecia.price@lpsb.org        | 12470 Brown Road        | Denham Springs, LA 70726    |
| Levi Milton Elementary       | Jennifer Kimble     | (225) 664-9713 | jennifer.kimble@lpsb.org     | 31450 North Walker Road | Walker, LA 70785            |
| Lewis Vincent Elementary     | Frankie Gilmore     | (225) 664-8645 | frankie.gilmore@lpsb.org     | 7686 Vincent Road       | Denham Springs, LA 70726    |
| Live Oak High                | Jamie Brewer        | (225) 664-2953 | jamie.brewer@lpsb.org        | 36079 LA Hwy 16         | Denham Springs, LA 70706    |
| Live Oak Jr. High            | Lorraine Lee        | (225) 667-4197 | lorraine.lee@lpsb.org        | 30830 Old LA Hwy 16     | Denham Springs, LA 70706    |
| Live Oak Middle              | Kathy Applewhite    | (225) 665-1459 | kathy.applewhite@lpsb.org    | 8444 Cecil Drive        | Denham Springs, LA 70706    |
| Live Oak Elementary          | Vickie Durnin       | (225) 664-9385 | vickie.durnin@lpsb.org       | 35194 Old LA Hwy 16     | Denham Springs, LA 70706    |
| North Live Oak Elementary    | Jacqueline Crowder  | (225) 667-3086 | jacqueline.crowder@lpsb.org  | 36605 Outback Road      | Denham Springs, LA 70706    |
| Maurepas High                | Andre' Pinion       | (225) 695-3214 | andre.pinion@lpsb.org        | 23923 LA Hwy 22         | Maurepas, LA 70449          |
| North Corbin Elementary      | Jennifer Kimble     | (225) 686-8347 | jennifer.kimble@lpsb.org     | 32725 North Corbin Road | Walker, LA 70785            |
| Northside Elementary         | Frankie Gilmore     | (225) 686-3562 | frankie.gilmore@lpsb.org     | 1090 Robbie Street      | Denham Springs, LA 70726    |
| Seventh Ward Elementary      | Jacqueline Crowder  | (225) 664-7449 | jacqueline.crowder@lpsb.org  | 24495 LA Hwy 16         | Denham Springs, LA 70726    |
| South Fork Elementary        | Terri Brumbaugh     | (225) 667-7436 | terri.brumbaugh@lpsb.org     | 23300 Walker South Road | Denham Springs, LA 70726    |
| South Live Oak Elementary    | Kathy Applewhite    | (225) 664-7207 | kathy.applewhite@lpsb.org    | 8400 Cecil Drive        | Denham Springs, LA 70726    |
| Southside Elementary         | Sandra Stockton     | (225) 665-5148 | sandra.stockton@lpsb.org     | 26535 LA Hwy 16         | Denham Springs, LA          |
| Southside Jr. High           | Sandra Stockton     | (225) 664-5923 | sandra.stockton@lpsb.org     | 26535 LA Hwy 16         | Denham Springs, LA          |
| South Walker Elementary      | Terri Brumbaugh     | (225) 665-0858 | terri.brumbaugh@lpsb.org     | 13745 Milton Lane       | Walker, LA 70785            |
| Springfield High             | Lucretia Edwards    | (225) 294-3256 | lucretia.edwards@lpsb.org    | 27322 LA Hwy 42         | Springfield, LA 70462       |
| Springfield Middle           | Julia Stambaugh     | (225) 294-3470 | julia.stambaugh@lpsb.org     | 24145 Coates Road       | Springfield, LA 70462       |
| Springfield Elementary       | Cheryl Quamme       | (225) 294-5848 | cheryl.ann.quamme@lpsb.org   | 25190 Blood River Road  | Springfield, LA 70462       |
| Walker High                  | Krista Thornton     | (225) 665-1173 | krista.thornton@lpsb.org     | 9677 Florida Boulevard  | Walker, LA 70785            |
| Walker Jr. High              | Bobbie Dunn         | (225) 665-4179 | bobbie.dunn@lpsb.org         | 13443 Burgess Avenue    | Walker, LA 70785            |
| Walker Elementary            | Terrie Carboni      | (225) 664-4208 | terrie.carboni@lpsb.org      | 13327 Wildcat Drive     | Walker, LA 70785            |
| Westside Jr. High            | Bobbie Dunn         | (225) 665-8260 | bobbie.dunn@lpsb.org         | 12615 Burgess Avenue    | Walker, LA 70785            |

