



**ORLEANS PARISH SCHOOL BOARD  
PROCUREMENT DEPARTMENT  
2401 WESTBEND PARKWAY, FIFTH FLOOR  
NEW ORLEANS, LA 70114  
TELEPHONE (504) 304-3917  
PAUL A. LUCIUS, EXECUTIVE DIRECTOR OF PROCUREMENT**

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**INVITATION TO BID NO. 24-CN-0001**

**MILK & DAIRY PRODUCTS**

**BID SUBMITTAL DEADLINE:**

**WEDNESDAY, MAY 1, 2024 AT 10:00 A.M.**

**NOTE: Bid response to be provided as an electronic submittal.**

**BIDDER:** \_\_\_\_\_

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

**NAME:** \_\_\_\_\_

(Print or Type)

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ORLEANS PARISH SCHOOL BOARD  
PROCUREMENT DEPARTMENT  
2401 Westbend Parkway, Fifth Floor, Room 5055  
New Orleans, Louisiana 70114**

**ADVERTISEMENT**

**INVITATION TO BID NO. 25-CN-0001**

**MILK & DAIRY PRODUCTS**

Electronic Responses to this solicitation relative to the above, will be received via email submission to the Purchasing Department for the Orleans Parish School Board (“OPSB” or “the District”) at 2401 Westbend Parkway, Fifth Floor, New Orleans, Louisiana 70114, until **10:00 A.M. (CST) on Wednesday, May 1, 2024.**

Specifications and bid documents may be obtained by visiting the NOLA Public Schools website i.e. [www.nolapublicschools.com](http://www.nolapublicschools.com); or by contacting the Executive Director of Procurement via email at [plucius@nolapublicschools.com](mailto:plucius@nolapublicschools.com);

The Orleans Parish School Board reserves the right to reject any, or all bids, whenever such rejection is in its best interest in accordance with law. The provisions and requirements of this advertisement shall not be waived.

ORLEANS PARISH SCHOOL BOARD

BY: Paul A. Lucius  
Executive Director of Procurement

**FIRST INSERTION DATE: Tuesday, April 16, 2024**  
**SECOND INSERTION DATE: Tuesday, April 23, 2024**

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**1.0 OVERVIEW**

**1.1 OVERVIEW: Instructions to Bidders**

One signed original bid shall be submitted electronically and clearly marked within the subject area:

**INVITATION TO BID NO. 25-CN-0001 | “MILK”**

Electronic Responses to this solicitation relative to the above, will be received via email submission to: [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com) .

Electronic bids shall be received, until 10:00 A.M. (CST) on Wednesday, May 1, 2024, for ITB No. 25-CN-0001, Bread for the Child Nutrition Program for the 2024-2025 Fiscal Year. Bidders shall be notified electronically for the results.

The Orleans Parish School Board will not be responsible for the opening of, post-opening of, or failure to open a Bid not properly addressed or identified.

The Orleans Parish School Board will not assume the responsibility for any delay, as a result of failure of any entity to deliver Bids on time.

**No Bid will be accepted after Wednesday, May 1, 2024, @ 10:00 A.M. under any conditions, unless in the best interest of OPSB by an addendum notification.**

Last Day for Questions	Tuesday	April 23, 2023
Last Day for Addendum	Friday	April 26, 2024
BID SUBMISSION DEADLINE no later than 10:00 A.M.		Wednesday, May 1, 2024
Award Notification (approximate)		May 2024

**CODE OF SILENCE:**

From the date the ITB is issued; through the time the Agreement is finally awarded by OPSB Elected Officials, Bidders shall not contact any Representatives of OPSB, nor the District Staff, nor their Advisors or Consultants with respect to this ITB, or ITB process, other than to submit questions or protest in accordance with the Instructions to Bidders therein. This prohibition does not apply to questions or comments sent in writing to the Executive Director of Procurement, or questions made at Pre-bid conferences, in presentations before evaluation committees, or during contract negotiations. Bidders who violate this Code of Silence may be deemed non-responsive, and their bid may be rejected for cause.

**INVITATION TO BID DOCUMENTS:** A complete set of Invitation to bid documents shall be used in preparing bids; neither the Orleans Parish School Board nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Invitation to bid Documents.

The forms furnished as part of the specifications **MUST** be used for filing of Invitation to Bid and must be signed by the proposer. **No bids will be considered unless made on the forms provided and must not be detached from the bid document of which it forms a part.** Failure to follow these instructions may result in your bid being disqualified.

**OBJECTION TO THE AWARD:** If any Bidder who submitted a bid has an objection to the award of the contract to the Selected Proposer, the objecting Bidder shall furnish that protest, in writing, to the Executive Director of Procurement within ten (10) Business Days of the notification of non-award. The protest shall describe in detail the basis for the protest, and shall request a determination under this section of the Instructions to Bidders.

If a protest is filed in a timely fashion, the Executive Director of Procurement will review the basis for the protest and relevant facts under such terms and conditions as considered proper. Upon completion of the review, the Executive Director of Procurement shall submit applicable findings and recommendations to the Superintendent and/or Chief Financial Officer, who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the Superintendent or OPSB, the Executive Director of Procurement will notify those Bidders involved of its decision. The decision shall be final and binding on the objecting Proposer.

**WITHDRAWAL OF BID:** Any bid may be withdrawn if clear and convincing sworn, written evidence of obvious mechanical, clerical or mathematical error is furnished by the proposer to the Executive Director of Procurement within 48 hours of bid receipt.

**SUPPLIER PERFORMANCE AND EVALUATION:** The proposer, vendor, service provider and/or supplier performance process will involve evaluating the proposer, vendor, service provider and/or supplier's overall quality status, as well as evaluating the quality of each material or service the OPSB wishes to purchase. Prior to the invoice submission, the proposer, vendor, service provider and/or supplier, shall meet with a purchasing representative to discuss and review deliverables and timeline events for said services. Contract with automatic renewals will be based upon the OPSB evaluating and analyzing proposer, vendor, service provider, and/or supplier performance.

**DEBARMENT AND SUSPENSION:** To ensure that the Orleans Parish School Board does not enter into a contract with a debarred or suspended company or individual, each responsive proposer must include a certification statement with each bid. By signing the certification statement, the proposer certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each proposer to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

**BACKGROUND CHECK:** Contractor will not employ any person to provide services who has been convicted, or pled nolo contendere to, any one of the crimes listed in the Louisiana Child Protection Act. La R.S. 15:587.1 (C). Criminal History Record must be obtained by contractor for all employees to be hired and shall be retained during the duration of the employment. Records are to be updated on an annual basis.

**PERFORMANCE INVESTIGATIONS:** As part of the bid evaluation process, the OPSB may make inquiries and investigations, including verbal or written references from the firm's customers, to determine the ability of the firm to provide service.

**EMPLOYMENT:** It is understood that all employees will be employees of the successful firm(s), including but not limited to the successful firm's subcontractors, partners, etc.

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**NOTICE TO OFFEROR:** The OPSB shall consider the intentional employment by the selected firm of unauthorized aliens in violation of U.S. immigration laws cause for unilateral cancellation of the contract resulting from this ITB.

**BID FORMAT:** Bids should be prepared simply but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the ITB. Please carefully read Sections as outlines within the Table of Contents. Emphasis should be on completeness and clarity of content.

**SELECTION:** Selection shall be made of one or multiple firm(s) deemed to be fully qualified and best suited among those submitting bids on the basis of the evaluation factors contained in this ITB. Fee structure/pricing will be considered, but will be one among many determining factors. The OPSB may cancel this ITB, reject bids or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous. Should the OPSB determine in writing and in its sole discretion the firm(s) that is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, a contract may be awarded to that firm.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM:**

The Disadvantaged Business Enterprise (DBE) Program is race & gender-neutral, and open to all business owners regardless of race, ethnicity or gender. DBE firms currently certified with the Louisiana Unified Certification Program (LAUCP), or the State & Local Disadvantaged Business Enterprise (SLDBE) Program must submit a copy of their certification letter for eligibility with the offer/response to this solicitation.

When sourcing, Contractors/Consultants will use certified DBE Firms, as a first initial source. If selected, Contractors/Consultants will be required to report actual Disadvantaged Business Enterprise Sub-Consultant(s) or Distributor(s) participation and the dollar amount, after award of contract for professional services. If at any time it's determined the Contractor/Consultant did not in fact utilize the DBEs submitted in the aforementioned DBE forms, to the extent initially indicated, the Contractor/Consultant shall be issued a notice of noncompliance, and will be expected to reach the levels of projected participation, as listed in DBE Provisions. Contractors/Consultants shall be required to report actual DBE participation and the dollar amount of each professional hired. A current DBE certification letter must remain valid for the duration of their contracted work.

The Respondent shall submit the following forms located in Appendix below:

- **DBE PARTICIPATION FOR THIS SOLICITATION HAS BEEN WAIVED.**

**PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200).**

When OPSB seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). (EDGAR FORM ATTACHED). All Vendors awarded a contract under this bid must complete the OPSB EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific OPSB purchases using federal grant funds. This information will be made available to the OPSB for its use while considering their purchasing options when using federal grant funds.

**BID REJECTION:** The OPSB shall have the right to reject any or all bids and in particular to reject a bid not accompanied by data required by the ITB or in any way incomplete or irregular, including omission of cost and budget information; i.e. in the best interest of OPSB. Conditional bids will not be accepted.

**CONTRACT/PURCHASE ORDER:** Contract/Purchase Order shall be made to the lowest Bidder whose bid is responsive and responsible.

**ERRORS: The OPSB is not liable for any errors or misinterpretations made in responding to this Invitation to bid.**

**INQUIRIES:** The OPSB will not give verbal answers to inquiries regarding the Invitation to bids, or verbal instructions prior to the award of a contract. A verbal statement regarding same by any person shall be non-binding. The OPSB is not liable for any increased costs resulting from the acceptance of verbal direction. Cost or problems associated with misinterpretation of the intent of the OPSB will be the responsibility of the proposing firm.

All inquiries must be in writing and email addressed to: Paul Lucius, Executive Director of Procurement at [plucius@nolapublicschools.com](mailto:plucius@nolapublicschools.com). All inquiries will be answered in the form of an addendum after the pre-bid meeting. No contact in any form or manner is to be made with any employee of the District, except through the Executive Director of Procurement. Violation of this provision shall be considered grounds for disqualification.

**INVITATION TO BID DOCUMENTS:** A complete set of Invitation to bids documents shall be used in preparing bids. Neither the Orleans Parish School Board, nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Invitation to bid Documents.

**OPEN COMPETITION:** The OPSB encourages free and open competition. Whenever possible, specifications and bid terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of the OPSB and to guarantee an economically sound solution. The signature on this bid guarantees that the prices quoted have been established without collusion with other firms and without effort to preclude the OPSB from obtaining the best possible competitive value. The firm certifies that neither its officers nor its employees have bribed or attempted to bribe or influence in any improper manner any officer, employee or agent of the OPSB.

**PREPARATION EXPENSE:** All bids submitted in response to this ITB must be submitted at the sole expense of the proposing firm, irrespective of the final decision of the OPSB as to contract award.

**TITLE VI SOLICITATION NOTICE:**

OPSB, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**EVALUATION PROCEDURES:**

All bids will be evaluated by the ITB Evaluation Committee that will conduct an independent, objective evaluation of bids. All members of the Evaluation Committee must execute a disclosure certifying they do not

possess a conflict of interest with any of the bidders. Before beginning the evaluation process, the Evaluation Committee must review the ITB, concerning not only the scope of work but also the qualifications and the evaluation criteria. See Evaluation criteria – Section 6.0.

The purpose of the Evaluation Committee is to conduct an independent, objective evaluation of Invitation to bids for Milk for the Child Nutrition Program.

**REVIEW AND EVALUATION OF BIDS:**

A Finance Department representative shall serve as the Evaluation Committee coordinator, and is solely responsible for disseminating all information received during the ITB evaluation process. After completion and tallying of the technical evaluation scores, each Evaluation Committee member shall sign and date his/her individual score sheet.

NOLA Public Schools will evaluate bids on a qualitative basis. This includes our review of the firm(s) bid and related materials for evidence of prior experience, value-added services beyond the scope of work, qualifications of staff to be assigned to the project, cost effectiveness, and the BIDDER’S completeness and timeliness in its response, etc.

**Final Selection**

The OPSB have the option to select one or more bidder(s) based upon the recommendation of the Evaluation Committee.

**2.1 INSTRUCTION TO BIDDERS**

NOLA Public Schools is seeking bids to provide Milk for the Child Nutrition Program for the 2024-2022 Fiscal Year.

**No Bid will be accepted after Wednesday, May 1, 2024 @ 10:00 A.M. under any conditions, unless in the best interest of OPSB by an addendum notification.**

**2.2 ADDENDUM TO INVITATION TO BID: OPSB reserves the right to revise and amend the specifications prior to the date set for the opening. Bidders are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in this ITB in writing, and request the modification or clarification desired. OPSB will issue an addendum to evidence any revisions or amendments made to this ITB. As a courtesy, every effort will be made to send an issued addendum to the parties known to have been furnished a complete copy of this ITB. Addendums are made available on the OPSB website under community/business resources/solicitations. Please acknowledge receipt of addendum on Signature Page.**

### **3.0 GENERAL TERMS AND CONDITIONS**

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- 3.1.0 **APPLICABILITY.** These conditions are applicable and form a part of this ITB, the resulting contract documents, and each purchase order issued for materials, equipment, and/or services included in the specifications and bid forms issued herewith.
- 3.2.0 **QUESTIONS** concerning this bid shall be addressed to the Executive Director of Procurement or a designee from the Procurement Department.
- 3.3.0 **CONFLICT OF INTEREST DISCLOSURES.** By signing this bid, a Proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the bid submitted.
- 3.3.1 **PROPOSER SHALL NOTE** any and all relationships that might be a conflict of interest and include such information with the bid. (See Conflict of Interest Questionnaire)
- 3.4.0 **NON-COLLUSION STATEMENT.** Bidders are required to certify a Non-Collusion Statement. By signing this bid and the Non-Collusion Statement, a Proposer affirms:
- 3.4.1 To the best of his/her knowledge, the bid has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Bidders in the award of this bid.
- 3.4.2 Such bid is genuine and not collusive or a sham; that Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or that of any other proposer, or to fix any overhead, profit or cost element of said proposed price, or of that of any other proposer, or to secure any advantage against OPSB or any person interested in the proposed contract, and that all statements in said bid are true (See Non Collusion Statement attached)
- 3.5.0 **SPECIFICATIONS:**
- 3.5.1 **OPSB SPECIFICATIONS** have been developed by the Using Department to show minimal standards as to the usage, materials, services, and contents based on their needs.
- 3.5.2 **MANUFACTURER'S SPECIFICATIONS (DESIGN GUIDE).** Whenever an article in this bid is defined by description as either a proprietary product or by using the name of a manufacturer, the Proposer is encouraged to offer an item which is equal in quality, durability and in full compliance with our Specifications. If the term equivalent, alternate, or equal is not inserted, it shall be implied. The specified article or material shall be understood as descriptive, not restrictive.

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- 3.6.0 **ONLY SEALED BIDS ARE ACCEPTABLE.** FAXED BIDS will not be accepted by OPSB since the fax process does not provide for the delivery of a sealed bid. (See 2.0 Scope of Bid, Instructions to Bidders)
- 3.7.0 **RESPONSIBLE VENDOR.** A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.
- 3.8.0 **FINANCIAL RESPONSIBILITY.** OPSB assumes no financial responsibility for any costs incurred by Bidders in developing and submitting a bid or any amendments or addenda, participating in pre-bid meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Bidders pursuant to this ITB.
- 3.9.0 **RESPONSIVE BID.** Bids shall be deemed responsive if they have been submitted on time and comply with all material and administrative aspects of this ITB. Bidders are expected to examine and be familiar with all requirements and obligations of this entire ITB and the evaluation criteria as set forth in attached Evaluation and Award of Bid(s). Failure to do so will be at the Bidders' risk.
- 3.10.0 **BEST AND FINAL OFFERS** must be received by the date and time provided during discussions and/or negotiations, or the originally submitted bid will be used for further evaluation and award recommendation (N/A).
- 3.11.0 **EVALUATION OF BIDS** takes into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, BIDDER'S service, safety record, and date of proposed delivery and placement. It is not the policy of OPSB to purchase on the basis of low bids alone. (See 6.0 Evaluation and Award of Bid(s))
- 3.12.0 **WITHDRAWAL OF BIDS** will not be allowed for a period of 30 days following the bid opening. Rejection or withdrawal after offer is accepted shall constitute a breach of contract.
- 3.13.0 **RETENTION OF BID DOCUMENTATION.** All bid materials and supporting documentation that are submitted in response to this bid becomes the permanent property of OPSB.
- 3.4.0 **REBID.** OPSB may elect to rebid this project if OPSB believes that, in its sole discretion, it is in the best interest of OPSB to do so.
- 3.15.0 **FORMATION OF CONTRACT.** A response to this bid is an offer to contract with OPSB based upon the terms, conditions, scope of work, DBE participation and specifications contained in this ITB. Clarifications and negotiations, if applicable, will become a part of the completed contract if included in the final contract document, duly executed by the OPSB and accepted by Proposer. An offer does not become a contract unless and until OPSB accepts it. A contract is formed when OPSB's Legal Counsel approves the complete offer and signed by all applicable parties.

3.16.0 MULTIPLE CONTRACT AWARDS

OPSB reserves the right to award multiple contracts under this ITB, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of OPSB. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with OPSB. These facts should be taken into consideration by each Proposer.

3.17.0 OPEN RECORDS POLICY. OPSB is a governmental entity subject to the Louisiana Public Information Act. Bids submitted to OPSB as a result of this ITB may be subject to release as public information after contracts are executed or the procurement is terminated. If a Proposer believes that its response, or parts of its response, may be exempted from disclosure under Louisiana law, the Proposer must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Proposer must specify which exception(s) to the Louisiana Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. OPSB assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Bidders.

3.18.0 OPSB RESERVATIONS reserves the right to:

- a) Cancel this solicitation in whole or in part, at the sole discretion of OPSB.
- b) Accept, reject, or negotiate modifications in any terms of the BIDDER'S bid or any parts thereof.
- c) Conduct oral interviews/discussions or presentations necessary to select the best value Proposer and/or to obtain request for pricing.
- d) Reject and/or disqualify any or all bids received.
- e) To award contracts for individual products or services as may appear advantageous.
- f) To negotiate separately in any manner necessary to serve the best interest of OPSB.
- g) Waive any formalities, technicalities, or other defects if deemed in the best interest of OPSB.
- h) Request clarification and/or correction by Proposer(s) to eliminate minor errors, clerical errors, and/or non-substantive irregularities.
- i) Be the sole judge of quality and equality.
- j) Award one or more contracts, in part or in whole, to a single or multiple Bidders, in OPSB's sole discretion.
- k) Make all decisions regarding this ITB, including, without limitation, the right to decide whether a bid substantially complies with the requirements of this ITB.

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3.19.0 **DEFAULT CONDITIONS.** If the Proposer breaches any provision of the bid stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, OPSB will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five (5) days written notice to the Proposer.

OPSB will then be relieved of all obligations, except to pay the value of the BIDDER'S prior performance (at a cost not exceeding the contract rate). The Proposer will be liable to OPSB for all costs exceeding the contract price that OPSB incurs in completing or procuring the service as described in the bid. OPSB's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

3.20.0 **SAMPLES**, when called for, shall be submitted with the bid per instructions set forth in the Special Terms and Conditions if applicable.

3.24.1 **ADDITIONAL SAMPLES** needed for a bid to be evaluated properly shall be delivered within (5) business days from the time the Proposer is notified by the Purchasing Department.

3.24.2 **SAMPLE ITEMS** from the successful Proposer may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample.

3.21.0 **COMPLIANCE WITH SPECIFICATIONS AND CONTRACT**

Bidders are requested to submit a bid offering their total line of available products and services that are commonly purchased by school OPSBs. Bids shall be deemed responsive if they comply with all aspects of this ITB. Bidders are required to respond to all requests identified in this ITB and indicate their acceptance to the terms of this ITB and applicable Contract Terms and Conditions.

3.22.0 **CLARIFICATION AND DISCUSSIONS**

The Executive Director of Procurement Services, or a designee, may request clarification from Proposer(s) for eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Proposer the opportunity to revise, change, or modify its bid in any way except to the extent of correction of the error. Discussion between the Executive Director of Procurement, or a designee from the Executive Procurement Department, and Proposer may also take place after the initial receipt of bids. The Executive Director of Purchasing Services, or a designee, reserves the right to conduct discussions with all, some, or none of the Bidders submitting bids. The OPSB will not assist the Proposer in the revision or modification of its bid.

3.23.0 **DESCRIPTION OF PRODUCT(S) AND/OR SERVICE(S).** Describe product(s) and/or service(s) the Proposer is offering to provide OPSB. Provide a matrix that will allow OPSB to readily appraise the BIDDER'S products and/or services offering versus other Bidders, if available.

3.24.0 **DESCRIPTION OF VALUE-ADDED PRODUCT(S) AND/OR SERVICE(S).** Include any additional information Proposer believes OPSB should have when making its decision concerning contract award(s), if any. Detail any value-added options offered by Proposer; if

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value-added options are best described in a line item format, add value-added items to the designated area at the end of the line item list.

3.25.0 **QUANTITIES REQUIRED** are substantially correct. The OPSB reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Proposer.

3.26.0 **NO GUARANTEE OF QUANTITIES**

OPSB makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this ITB and the resulting contract, if any. OPSB makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this ITB.

3.27.0 **DELIVERIES** required in this bid shall be freight prepaid F.O.B. destination and bid prices shall include all freight and delivery charges. For shipments(if applicable) designated on the purchase order to the OPS, 2401 Westbend Parkway; New Orleans, LA. 70114, delivery hours are 8:00 A.M. to 4:00 P.M., Monday through Friday. **NO DELIVERIES WILL BE ACCEPTED AFTER 4:00 P.M.**

3.28.0 **OTHER REQUIREMENTS.** Any problems or discrepancies that are not covered by the above requirements should be directed to the Executive Director of Purchasing Services for a determination or clarification prior to any action taken on said problem or discrepancy. If the Proposer fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

3.29.0 **EMPLOYEE SOLICITATIONS.** OPSB and awarded vendor shall agree that, during the term of this Contract, neither party will directly solicit, induce, or attempt to induce any of the other party's employees to leave the employment of the other party. This provision does not restrict an employee of either party from exercising his/her individual rights to apply for any vacant position(s) with the other party.

3.30.0 **BUSINESS ETHICS AND CONFLICTS OF INTEREST.** Vendor is required to provide OPSB a complete a Conflict of Interest Questionnaire with Company Name, Signature and Date. This form must be provided even if company has no conflict of interest. (See Conflict of Interest Questionnaire).

During the course of pursuing contracts, and the course of contract performance, Vendor will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of OPSB, its authorized agents and representatives, or to family members of any of them. At any time Vendor believes there may have been a violation of this obligation, Vendor shall notify OPSB of the possible violation. OPSB is entitled to request a representation letter from Vendor, its subcontractors or vendors at any time to disclose all things of value passing from Vendor, its subcontractors or vendors to OPSB's personnel or its authorized agents and representatives.

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### 3.31.0 TERM OF CONTRACT; RENEWAL OF CONTRACT

This contract is for a period of one (1) year with an option to renew for two (2) one (1) year additional periods. Terms and Conditions for the renewal period (s) will be negotiable, in writing and subject to NOLA PS final approval. In the event the contract expires before a mutually agreed written and approved contract amendment is executed, vendor shall extend the contract on a month-to-month basis by mutual written agreement.

3.32.0 FUNDING OUT CLAUSE. The term of this Contract is a commitment of the OPSB's current revenue only.

3.32.1 The Board retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.

3.32.2 The contract is conditioned on a best efforts attempt by the Board to obtain and appropriate funds for payment of the contract.

3.33.0 NON-APPROPRIATION OF FUNDS. Renewal of this Contract, if any, will be in accordance with Applicable LAW concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this ITB/Contract or obligation imposed on OPSB by this Contract, OPSB shall have the right to terminate this applicable Contract or any Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of OPSB if it is determined by OPSB, at its sole discretion, that there are insufficient funds to extend this Contract or any Purchase Order. The parties agree that this ITB/Contract and/or any Purchase Order are commitments of the current revenue of OPSB only.

3.34.1 TERMINATION OF CONTRACT. This Contract shall remain in effect until:

- (1) the Contract expires by its terms, or
- (2) the Contract is terminated by mutual consent of OPSB and Vendor.
- (3) meet schedules, deadlines, and/or delivery dates within the time specified in the TB, this Contract, and/or a Purchase Order;
- (4) or failure to comply with usual and customary practices of the industry and upon breach of any laws, rules or regulations.

In the event of a breach or default of this Contract and/or the ITB by Vendor, OPSB reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of OPSB.

Vendor(s) shall provide the OPSB with ninety (90) days' written notice of contract termination and either loss or reduction of any coverage.

Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

Vendor agrees that OPSB shall not be liable for damages in the event OPSB declares Vendor to be in default or breach of this Contract and/or ITB.

**3.35.1 NO CAUSE FOR TERMINATION**

OPSB also reserves the right to terminate the Contract, with thirty (30) days' advance written notice to Vendor, if OPSB believes that, in its sole discretion, it is in the best interest of OPSB to do so.

It is understood that OPSB retains the option to terminate this Contract for any reason at the end of each contract year without pecuniary risk or penalty. The termination will become effective and this Contract shall terminate following the written notification of intent.

**3.36.0 NO WAIVER OF IMMUNITY.** OPSB does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein.

**3.37.0 COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable federal, state, local, and State of Louisiana laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.

**3.38.0 ALL CONTRACTS AND AGREEMENTS** between Merchants and OPSB shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws, if applicable. Reference: Uniform Commercial Code or latest, Official Text.

**3.39.0 GOVERNING LAW AND EXCLUSIVE VENUE.** The laws of the State of Louisiana, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving OPSB must be brought exclusively in the state and federal courts located in New Orleans, Louisiana, and the parties hereby submit to the exclusive jurisdiction of said courts.

**3.40.0 PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200).** When OPSB seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). (See 17.0 EDGAR CONTRACT ADDENDUM)

**3.40.1** All Vendors awarded a contract under this bid must complete the OPSB EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific OPSB purchases using federal grant funds.

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- 3.40.2 This information will be made available to the OPSB for its use while considering their purchasing options when using federal grant funds.
- 3.41.0 CUSTOMER SUPPORT. Vendor shall provide timely and accurate customer services and support to OPSB staff. Vendor shall respond to requests for customer support within one (1 - 3) three business day after receipt of the request, unless otherwise deemed urgent.
- 3.42.0 WORKFORCE (IF APPLICABLE). Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which/shall be performed under this ITB/Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OPSB property, nor may such workers be intoxicated or under the influence of alcohol or drugs on OPSB property.
- 3.43.0 ORDERING PROCEDURES. A purchasing commitment represents an obligation to pay a Vendor for future delivery of goods or services. OPSB's purchase commitments are made via Purchase Orders. No payments will be made for work performed or goods delivered before a Purchase Order is issued by the Procurement Department. Vendors who commence work before they have received a valid Purchase Order do so at their own risk. Purchase Orders are issued by OPSB and submitted electronically to the Vendor by fax or email.
- 3.44.0 OPSB will make payments directly to Vendor. OPSB shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor.
- 3.45.0 NO SUBSTITUTION. Any Purchase Order issued pursuant to a Contract shall conform to the specifications and descriptions identified in this ITB. Vendor shall not deliver substitutes without prior written authorization from OPSB.
- 3.46.0 VENDOR PERFORMANCE. Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work or Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

### 3.47.0 ADDITIONAL TERMS AND CONDITIONS

1. **PERIOD OF CONTRACT**

The Orleans Parish School Board (OPSB) is soliciting bids to furnish Milk for the Child Nutrition Program for the 2023-2024 Fiscal Year, effective **from the date of the Purchase Order through July 31, 2024.**

2. **COST/PRICE ANALYSIS STATEMENT:**

Based on analysis of prior bid pricing and previous bid history of like or similar items, the anticipated total value of this bid is approximately \$135,000.00. This estimated value provides vendors a point of reference of prior bid costs. This value is only an estimate and the Orleans Parish School Board shall not be held to this estimated dollar value for total purchases in relation to this bid.

3. **OPSB SUPPLIER**

Vendor(s) receiving awards resulting from competitive bids on the listed item(s) will be established as the supplier of the respective item(s) for the OPSB for the duration of the order period. A Blanket Purchase Order listing items awarded will be the official notification of award

4. **BLANKET ORDER PERIOD/PRICES**

Blanket Purchase Orders will be issued for the respective item(s) awarded. The order period shall be from date of Purchase Order through **JULY 31, 2024.** All prices are to be firm for the Blanket Order period, but wherever there is a general reduction in price to any segment of the trade in Louisiana, which is lower than the contract price said reduction must be presented directly to the PROCUREMENT DEPARTMENT, OPSB. Purchase Orders will be issued by mail, email, or fax by the PROCUREMENT DEPARTMENT staff for a supply of the items required and delivery location and when needed.

5. All prices are quoted FOB anywhere within the Parish of Orleans (City of New Orleans, Louisiana) and do not include City or State sales taxes or federal excise tax.
6. The bidder shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the bidder which causes are limited to (1) acts of God or of the public enemy, (2) fires, (3) floods, (4) epidemics, (5) quarantine restrictions, or (6) hurricanes. The Bidder must provide written notice within ten (10) days of any such event. Failure to do so shall constitute a waiver on the part of the bidder.
7. The rights and remedies of the Orleans Parish School Board in this clause are in addition to any other rights and remedies provided by law or under this contract.

**SAMPLES**

Brand to be as specified, alternate or approved equal. If item quoted as “approved equal” or “alternate”, Bidder must provide graphics, literature, product code(s), and a list of all deviations from the specifications with bid document. Failure to comply may result in disqualification of bid. Samples may be required prior to award being made.



8. **QUANTITIES**

The estimated quantities of items as specified cannot be confirmed. However, any contract awarded as a result of the invitation to bid will obligate the OPSB to purchase only the quantity needed and the availability of funds. Quantities on orders may be adjusted/changed (decreased or increased) as needed based usage per School Site. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements is more or less than the quantities estimated to prepare the bid. The OPSB binds itself to accept and the bidder agrees to supply only what is actually required by the OPSB during the life of the contract

Additional quantities, if needed, will be ordered at the same unit price bid through July 31, 2024.

6. **PRICE CHANGES**

Act 312 of the regular session of 1974 Louisiana Legislature dictates: Only bids based on specifications that are subject to a recognized escalation index shall be legal and valid.

7. **DELIVERY/SHIPMENT:** Items are to be delivered as requested to various designated locations. Delivery shall be made within ten (10) operating days of request. No shipments are to be delivered on weekdays before 7:00 a.m. or after 2:00 p.m., during weekend or during a holiday period (unless requested). Back orders will not be accepted without prior approvals and explanations. Prices must include FOB delivery to all schools on the attached list.

Deliveries are to be made to approximately **thirteen (13) schools or sites** according to the scheduled dates as determined and furnished by the Child Nutrition Program. (Additional schools or sites may be added at a later date.)

Deliveries are to be made on the date scheduled between the hours 7:00 a.m. to 2:00 p.m., **MONDAY THROUGH FRIDAY**. However, weekend deliveries may be requested. Within reason, the Bidders are requested not to make a delivery during the serving of lunch, but delivery at this time cannot cause rejection of the order. In each instance, the price quoted is understood to include delivery.

Deliveries must be made in the quantity and quality specified. Food products must be safely delivered in properly packaged containers and, if required, in refrigerated delivery vehicles.

Inspections will be made of each delivery by a duly qualified representative of the Child Nutrition Program. Such inspections may include rejection if the item delivered fails to meet the specifications or is damaged in any way. If rejected, the vendor will be required to replace the rejected food or merchandise or to issue a credit on the invoice at the option of the Child Nutrition Program.

The bidder is expected to deliver all products on schedule, even if the product has to be procured from a local competitor or flown in by special delivery.

If shortages occur, the bidder should be prepared to make same day or next day delivery, if requested.

If the bidder fails to deliver the food, supplies or materials or perform the services within the time specified in the contract, or any extension; thereof, the bidder shall, in place of actual damages, pay to the Orleans Parish School Board as fixed and agreed liquidated damages for each calendar day of delay, the sum of \$225.00 per day. The bidder shall not be charged with liquidated damages when the

delay in delivery or performance arises out of causes beyond the control and without the fault or negligence as defined in this paragraph.

Bidder must demonstrate the ownership or the source of a sufficient number of trucks or vehicles to deliver to the **thirteen (13) different sites** between the designated hours and on the dates specified in the delivery schedule. The contractor shall make emergency delivery orders in the event of a truck breakdown, spoilage or theft at no additional cost to the Orleans Parish School Board.

Bidder shall furnish certification and evidence of the mechanical refrigeration to keep any specified food refrigerated in accordance with the standards set by the Louisiana State Board of Health.

Delivery or performance shall be made only as authorized by orders issued by the Child Nutrition Department. In no event shall a delivery be made without proper authorization from the Child Nutrition Department.

If the Orleans Parish Board urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the Orleans Parish School Board may acquire the urgently required food, goods or services from another source.

Delivery for each school showing quantities will be provided by the Child Nutrition Department to the Vendor. A Delivery Receipt signed by the cafeteria manager, must be sent with a copy of the vendor's Summary Invoice bi-weekly to Orleans Parish School Board, Child Nutrition Department, 2401 WESTBEND EXPRESSWAY., New Orleans, LA 70114.

The Child Nutrition Department reserves the right to cancel that portion of the order, which the contractor fails to deliver at the specified time.

If the Bidder fails to meet the requirements or to deliver articles within the time specified elsewhere in these specifications, the Board reserves the right, without prior notice or putting in default but by mere lapse of time, to obtain the articles from any other person or firm at such price as may be charged without competitive bids. The difference between the price paid and the contract price shall be deducted from the following or any subsequent payment to the contractor.

8. **INVOICING**

Invoices will be submitted by the vendor to the OPSB Child Nutrition Department and the invoice shall refer to the purchase order, delivery date, quantity, unit price, and delivery point. Invoices shall show the cash discount (if any), and shall be submitted on the bidder's own invoice form. All packing slips must be attached to the outside of packages and **MUST** show purchase order number.

9. **PAYMENT**

Invoices will be paid based upon receipt of material or properly executed invoice, whichever is later. Payment will be made on the basis of unit price as listed in the Blanket Order; such price and payment will constitute full compensation of furnishing and delivering the items. In no case will the OPSB refuse to make partial payments to the bidder although all items have not been delivered. This payment in no way relieves the bidder of his responsibility to effect shipment of the balance of the order released.

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10. **TAXES**

The Orleans Parish School Board is exempt from all Federal, State, and local taxes.

11. **SUBSTITUTES**

Only brand names stated in the award and approved by the OPSB can be delivered under this Blanket Order. Any substitution must receive prior written approval of the Procurement Director. Substitutions **will not** be accepted if they do not appear on the original bid.

12. **INDEMNITY**

The bidder agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the OPSB, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the bidder, its officers, its agents or its employees.

The bidder is obligated to indemnify only to the extent of the fault of bidder, its officers, its agents, or employees.

However, the bidder shall have no obligation as set forth above with respect to any claim or action for bodily injury, death or property damages arising out of the fault of the OPSB, its officers, its agents or its employees.

13. **VENDOR CONTACT**

Bidders **MUST** provide NAME and TELEPHONE NUMBER of respective contact person within the firm through whom orders and/or information will be handled.

14. **BID INQUIRY**

All inquiries regarding this Invitation to Bid should be addressed in writing to Paul Lucius, Executive Director of Procurement at [plucius@nolapublicschools.com](mailto:plucius@nolapublicschools.com) .

No contact in any form or manner is to be made with any employee of the District except through the PROCUREMENT DEPARTMENT. Violation of this provision shall be considered grounds for disqualification of the violator employer's bid.

15. **CANCELLATION**

THE ORLEANS PARISH SCHOOL BOARD RESERVES THE RIGHT TO CANCEL THE CONTRACT WITH VENDOR UPON THIRTY (30) DAYS WRITTEN NOTICE.

The continuation of this Blanket Order is contingent upon the appropriation of funds to fulfill the requirements of the Blanket Order.

16. **DEFAULTS AND TERMINATION**

The Orleans Parish School Board may, subject to paragraphs below, by written notice of default to the Bidder, terminate this contract in whole or in part if the Bidder fails to

- a. deliver supplies or materials, or to perform the services within the time specified in this contract or any extension

- b. furnish supplies or materials, or to perform the services in accordance with the specifications. If the bidder fails to deliver supplies or materials or perform the services within the time specified in the contract, or an extension thereof, the bidder shall, in place of actual damages, pay to the OPSB as fixed and agreed liquidated damages for each calendar day of delay, the sum of \$225.00 per day. The bidder shall not be charged with liquidated damages when the delay delivery or performance arises out of causes beyond the control and without the fault or negligence of the bidder;
- c. perform any of the other provisions in this contract.

If the OPSB terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Director considers appropriate supplies or materials, or services similar to those terminated, and the bidder shall be liable to the Orleans Parish School Board for any excess costs for such supplies, materials, or services in addition to liquidated damages. However, the bidder shall continue the work not terminated or furnish the supplies or materials not terminated.

17. **BIDDER'S NAME**

Legal identification of the Bidder's company and/or organization must be listed on the bid form where indicated, including its corporate name and complete mailing address.

18. **BID CONSIDERATION**

Bid Price(s) shall be valid through July 31, 2025. Terms understood as net 30 days.

The Orleans Parish School Board reserves the right to select any part of the bid or the whole bid as well as to reject any and all bids received whenever such rejection is in its best interest in accordance with law.

The Board reserves the right to select any part of the bid or the whole bid as well as to reject any and all bids whenever such rejection is in its best interest in accordance with law.

All blanks within the Bidding Document shall be filled in by type or manually in ink. When Make/model section of item is not filled in, the item specified in the specifications must be delivered. Brand name, unit price and extended price must be quoted.

The Bidder's name, complete address, phone number and principals of the company must be furnished. Prices are to include inside delivery to the Various Schools as per attached list.

Bidders are cautioned to insure the unit prices are correct as written/typed. A careless error in the bid preparation or in quoting prices will not relieve the bidder's responsibility.

Bids submitted are subject to provisions of the laws of the State of Louisiana and USDA Federal laws, including, but not limited to, Louisiana Revised Statutes (LRS) 38:2211-2296 and 2 CFR Part 200 and NSLP: 7CFR#210.21(d); SBP: 7CFR#220.16 (d); SFSP: 7CFR 225.17; CACFP: 7CFR 226.22; the Standard Terms and Conditions, Special Terms and Conditions and the Specifications listed in this solicitation which form the Bid Package. For a complete reference on all Federal regulations cited, go to the following link <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>, Title 7 Agriculture, and for the Louisiana Revised Statute reference link, go to <http://legis.la.gov/Legis/Law.aspx?d=94915>.

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19. **RETURN POLICY**

Bidders are required to include return policy terms, conditions and procedures.

20. **PRIOR APPROVAL LIST**

On certain items specific brand(s) have been pre-approved. Bidding on brands which are not on the Prior Approval List is a non-responsive bid, for ONLY the approved brands and codes will be awarded. If an inconsistency exists between approved brands and product descriptions, the approved brands and codes will prevail.

The Child Nutrition Program has established procedures and a schedule for testing. Vendors who want to submit new items for approval may do so by contacting the Director of Child Nutrition for the procedures and testing dates.

21. **PRODUCT SPECIFICATIONS AND GUIDELINES**

All products delivered shall have been processed and packed in accordance with good commercial practice. All products shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder. Failure to do so will result in removal from future bid consideration.

Federal or state inspections or any certification concerning quality, grade, etc. required for any food item shall have been completed in a timely manner and certificates furnished prior to delivery to the Child Nutrition Department, Orleans Parish School Board, Attention: Rosie L. Jackson, Director, 2401 Westbend Parkway, New Orleans, Louisiana 70114.

- a. Milk – Milk shall be homogenized, pasteurized and enriched with Vitamins A and C:

All milk shall be packaged in cartons and stored in clean crates free of debris as specified within thirty-six (36) hours of delivery, stored in mechanically refrigerated trucks or coolers and kept at a temperature of 40 - 42 degrees Fahrenheit (not iced).

Milk cartons shall be coded with expiration date in accordance with current dairy practices and/or requirements. Each carton shall contain proper nutrition and caloric information pertaining to its contents and weight according to Louisiana Board Regulations.

Vendors are required to pickup empty crates daily at each school site.

- b. Escalation Index – The Louisiana Revised Statutes 3822:12. A(2) allow for a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistics Consumer Price Index and/or Wholesale Price Index. For the purpose of clarity all milk bidders shall use the following escalator clause:

Product specification included herein shall be made firm for the period of the contract.

The prices for milk specifications included herein shall be firm for one hundred and twenty (120) days from the date of the bid opening. Subsequent prices for these milk products may escalate or de-escalate in accordance with the changes in the Class 1 monthly total raw price components

(Skim Milk and Butterfat) to the Manufacturer as stated by the Announcement of Class Prices for 3.2 % Milk for the New Orleans, Louisiana area. The vendor awarded the contract shall provide seven (7) days prior written notice to change. A copy of the Milk Market Administrator's Announcement shall be furnished with written notification.

c. **“All or None” Award—Bids shall be awarded on an “All or None” basis for thirteen (13) Schools**

Milk and Dairy Products: whole milk, 1% low fat, skim, fat free chocolate  
Frozen Fruits, Vegetables, Grain, and Juice Products shall be completely frozen at the time of delivery and show no evidence of re-freezing. Shipments which contain any unfrozen area will be rejected. Unless otherwise stated, items offered must be of the current year's pack and under proper refrigeration and must have a potential shelf life of two months.

Portion packed juice must meet USDA Grade Standards for Grade A canned single strength juice, or if the product is from concentrate, it must meet the brix and acid requirements of canned single strength juice.

Cost of State and/or Federal certification is the responsibility of the vendor.

22. **EXTRA SALES PROGRAM**

Selected menu items will be used for the Extra Sales Program **only**. The quantities specified are estimates based on projected sales to student customers. Any contract established as a result of this proposal will not obligate the Orleans Parish School Board to purchase any quantity in excess of actual requirements (based on student preference) and the availability of funds.

23. **REQUIREMENTS**

The quantities of food or supplies specified in the Schedule are estimates based on previous usage. However, any contract established as a result of the invitation will not obligate the Orleans Parish School Board to purchase any quantity in excess of actual requirements and the availability of funds. **Bidders must be aware that the volume of purchases of any item may be influenced by the availability of "free" USDA Commodities.** Contractors are advised to monitor the status of USDA Commodities.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and the Orleans Parish School Board's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after 60 days.

24. **BUY AMERICAN PROVISION REQUIREMENTS:**

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

School Food Authorities must comply with the Buy American Provision when purchasing food products served in school meals programs. The Orleans Parish School Board participates in the National School Lunch Program and the National 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 United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21 (d). “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

There are limited exceptions to the Buy American Provision and they are to be used as a last resort. The exceptions are:

- The product is not produced or manufactured in the U. S. in sufficient and reasonable available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U. S. product are significantly higher than the non-domestic product.
- If a non-domestic product is used, the School Food Authority must keep documentation to justify the exception.

**Note this Requirement: The “Buy American Provision Certification” Form included with this bid must be completed, signed and returned with this bid for the bid to be considered.**

1. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Child Nutrition Director, prior to the delivery of the product to the School.
2. Any non-domestic product delivered to the School, without the prior, written approval of the Child Nutrition Director, will be rejected.
3. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

#### **25. PIGGYBACKING ON BID**

The Orleans Parish School Board will allow up to two (2) school food authorities or public agencies to piggyback on this bid contract as long as all parties agree, i.e. the school district, the awarded vendor, and the district or agency desiring to piggyback. If all parties agree, then signatures of all parties involved must be obtained on a statement of agreement to piggyback.

#### **26. SCHOOL FOOD AUTHORITY-ADDING GOODS AND SERVICES TO A CONTRACT (SFS-21-x132)**

NOLA Public Schools reserve the right to add goods 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

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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.
- 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.

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**INDEMNITY AND INSURANCE:**

A. The Contractor shall indemnify and hold harmless the OPSB, its Board Members, Officers, Staff Directors, etc. for and against any and all losses, damages, and liabilities whatsoever for injury to or death of persons, or loss of or damage to property, including Government property of any kind or nature caused by or arising out of the performance of the work or services required hereunder by the contractor or the officers, employees, or agents of the Contractor.

B. The Contractor shall, as a minimum, obtain and maintain during the entire period of performance of this contract insurance provided by insurers authorized to transact business in the State of Louisiana, has and maintains a minimum of a “A” rating or better financial size category as shown in the most current AM Best Company ratings the following coverage placements:

1. Workmen's Compensation and Employees Liability Insurance – Worker’s Compensation insurance limits as required by the Labor Code of the State of Louisiana meeting minimum statutory requirements and Employer’s Liability coverage with a minimum of \$500,000. The policy shall include a **waiver of subrogation** in favor of the District (OPSB).
2. Comprehensive General Liability/ Professional Liability Insurance – **For Standard Contracts**, minimum limits of \$1,000,000 per occurrence. The policy shall include a **waiver of subrogation** in favor of the OPSB with an **additional insured** endorsement. **For Architectural & Engineering (A&E)** projects, the Contractor shall provide evidence of coverage for Professional Liability and or E&O Liability subject to limits of not less than \$1,000,000 with **additional insured and/or a waiver of subrogation** endorsement in favor of the District (OPSB). The liability insurance shall remain in effect until the end of the Correction Period and at all times after that when the Contractor may be correcting or removing and replacing, defective work.
3. Motor Vehicle Liability Insurance - Minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned or hired to be used in conjunction with the contract. The policy shall include a **waiver of subrogation** in favor of the District (OPSB).
4. Property, Builder’s Risk Insurance – The Contractor (for repair, construction, fabrication, etc. projects) shall purchase and maintain property insurance, including earth movement and flood, covering work at the site in the full amount of the respective contract and/or changes in contract values due to change orders. The property insurance shall be “All Risk Builder’s Risk Completed Value Form Insurance or equivalent manuscript policy and shall include the interests of the OPSB, Contractor, Subcontractors and Suppliers, Architect and the Owners and Architect’s consultants as their interest may appear, all of whom shall be named **as additional insured’s**. The corresponding deductibles, shall be borne by the Contractor & the policy shall also be endorsed to comply with the **waiver of subrogation** rights in favor of or applicable to the OPSB.
5. Bonding – The Contractor (other than A&E and Demolition projects) shall furnish a Performance Bond in the full amount of the contract price. The Labor and Material Payment Bond shall also be in the full amount of the contract price. The Performance Bond shall remain in effect until the end of the “correction period” and at all times after that when the contractor may be correcting or removing and replacing defective work. The Contractor shall also furnish any maintenance bonds and manufacturer

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performance bonds, each in the amount and for specified that are required in the Supplementary conditions or technical Specifications. Attorney-in-Fact who sign bonds shall attach a certified copy of their Power of Attorney to sign bonds and conduct business in the respective State.

6. Excess Liability Insurance – The OPSB reserves the right to require this coverage subject to the value of the contract or scope of work required in the contract. If required, the excess liability insurance shall follow the same form and offer the same protections as employer’s liability, general liability and auto liability. It shall also be as broad as the underlying policies of liability. Limits of Excess Liability coverage will be established based on the size and scope of the contract project. **Additional insured and/or waiver of subrogation endorsements will be required.**

C. The minimum insurance amounts specified in paragraph B shall not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then OPSB shall not be liable for the deductible, nor shall it be an allowable cost if paid by the CONTRACTOR. Insurance issued on a claims-made basis and completed operations insurance shall be maintained for 2 years after acceptance and evidence of coverage shall be furnished to the OPSB yearly.

D. The insurer’s cost of providing the insured’s a defense and appeal, including attorney fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer’s separate responsibility. If any of the Contractor’s sureties or insurers is declared bankrupt or placed into receivership, ceases to meet any of the requirements of the Contract Documents or its license to do business in the State of Louisiana is revoked or expires, the Contractor shall meet the requirements of the contract documents.

E. Certificates of insurance evidencing that the requirements of paragraph B have been met shall be furnished to OPSB before work is commenced with respect to performance under this Contract. **In addition to the certificate of insurance, a copy of all required endorsements will be required as proof of the coverage placement.** The insurance required pursuant to the provisions of this clause shall be in such form and for such periods of time as OPSB may require or approve, and with insurers approved by OPSB. Provisions shall be made for 30 days advance written notice by mail to OPSB of change in or cancellation of such insurance.

F. In the event the CONTRACTOR fails to furnish such certificates prior to the commencing of work or to continue to maintain such insurance during the performance of the Contract OPSB shall have the right to withhold any payments or partial payments required to be made under this Contract; and shall have the right to continue withholding any or all of said payments so long as the CONTRACTOR has not complied with the requirements of this clause.

#### **G. ADDITIONAL INSURANCE REQUIREMENTS**

The Contractor shall provide a Certificate of Insurance evidencing Errors and Omissions liability insurance coverage subject to limits of liability of not less than \$1,000,000.00. Furthermore, it shall be mutually agreed that OPSB shall be solely responsible for the contents of any information or documentation, which OPSB may provide to the Contractor to rely upon in the process of this service agreement. Notwithstanding the aforementioned provision, the Contractor shall be responsible for any damages or liabilities to the extent that they result from the Contractor’s actual errors, omissions, or negligence pursuant to this Agreement. No changes, modifications, or limitations to these insurance requirements shall be permitted.

ORLEANS PARISH SCHOOL BOARD

Paul Lucius  
Executive Director of Procurement

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## REQUIRED CONTRACT PROVISIONS FOR PROCUREMENT CONTRACTS IN CHILD NUTRITION PROGRAMS

### Required Contract Provisions from Appendix II of 2 CFR Part 200

1. **Equal Employment Opportunity.** By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and Local laws, ordinances and regulations which affect his employees or prospective employees. 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 will include the equal opportunity clause provided under 41 CFR 60 – 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319. 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” (Appendix II of 2 CFR Part 200 E).
  
2. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency Appendix II of 2 CFR Part 200(D).
  
3. The vendor shall comply with the **Copeland “Anti-Kickback” Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or 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 (Appendix II of 2 CFR Part 200 (D)).
  
4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence (Appendix II of 2 CFR Part 200(I)).
  
5. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (Appendix II of 2 CFR Part 200(A)).
  
6. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement (Appendix II of 2 CFR Part 200(B)).

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**7. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or 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 (Appendix II of 2 CFR Part 200(F)).

**8. Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and 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) (Appendix II of 2 CFR Part 200(G)).

**9. Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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 (Appendix II of 2 CFR Part 200(H)).

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

#### **Required Contract Provisions from 2 CFR Part 200**

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

2. The vendor agrees to take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321)

#### **Required Contract Provisions from 7 CFR Part 210**

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

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program

meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

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

- A. Alternative substitute (s) that are domestic and meet the required specifications:
  - a. Price of the domestic food alternative substitute (s); and
  - b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
- B. Reason for exception: limited/lack of availability or price (include price):
  - c. Price of the domestic food product; and
  - d. Price of the non-domestic product that meets the required specification of the domestic product.

### Other Contract Provisions

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

### Civil Rights Statement

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

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

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

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

Civil Rights Statement Continued:

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

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**ORLEANS PARISH SCHOOL BOARD  
REQUIRED CONTRACT PROVISIONS**

**CHECKOFF LIST FOR VENDORS**

**Required Contract Provisions from Appendix II of 2 CFR Part 200**

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

**Required Contract Provisions from 2 CFR Part 200**

1. \_\_\_\_\_  
Initial      Read **Procurement of recovered materials** Provision

**Required Contract Provisions from 2 CFR Part 200**

1. \_\_\_\_\_  
Initial      Read and Sign the **Buy American Provision** (7 CFR Part 250 and 7 CFR  
Part 210)

**Other Contract Provisions**

1. \_\_\_\_\_  
Initial      Read the **Civil Rights Statement** Provision

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. 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 Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)**

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_



## **Instructions for Completing Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD-1048)**

NOTE: A School Food Authority must require that each responsive bidder include this certification statement with each bid on each contract equaling or exceeding \$100,000, or any contract for audit services regardless of amount.

1. By signing and submitting this form, the prospective lower tier participant providing the certification set out on the above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the U. S. Department of Agriculture regulations 7CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

NAME/ADDRESS OF VENDOR \_\_\_\_\_

TITLE/TITLE OF SUBMITTING OFFICIAL \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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## BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

**BUY AMERICAN PROVISION SUMMARY:** The Buy American Provision in 7 CFR Part 210.21(d), requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. Domestic means that the product is grown in the United States (U.S.), or in the case of a processed food item, the product must be processed in the United States of food that is produced and grown domestically in the United States. The final processed product must consist of over 51% of food that was domestically grown.

**VENDORS MUST CERTIFY BELOW:** Suppliers must certify the percentage of U.S. content in products supplied to the school district. Check one below:

\_\_\_\_\_ 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.

\_\_\_\_\_ I certify that all 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.

**LIST BELOW FOOD ITEMS BID THAT DO NOT MEET THE BUY AMERICAN PROVISION:** List below any food items that are not produced 100% in the U.S. Also list any foods being bid that are processed in the U.S., but the final processed product does not include over 51% of food that was grown in the U. S.

Name of Food Item	Complete below and Check the appropriate reason the non-domestic product is bid for each item.
	Product includes _____% U.S. Content. Product is grown in _____.  _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. <p style="text-align: center;"><b>OR</b></p> _____ The cost of the U.S. product is significantly higher than the non-domestic product. <b>List prices and unit pack size below for item to be considered:</b> Price of Domestic or U.S. Grown Product Per Unit     \$ _____/ _____ Price of Non-Domestic Product Per Unit                     \$ _____/ _____

Vendor may use additional pages if needed.

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

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

DO NOT DETACH THIS PAGE

**MUST RETURN THIS PAGE WITH YOUR BID**

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above.

(Additional page to list items)

(This page may be copied if additional pages are needed.)

**BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD**  
(RETURN THIS PAGE WITH BID)

Continue listing any food items below that are bid that do not meet the Buy American Provision. List below any food items that are not produced 100% in the U.S. Also list any foods being bid that are processed in the U.S., but the final processed product does not include over 51% of food that was grown in the U. S.

Name of Food Item	Complete below and Check the appropriate reason the non-domestic product is bid for each item.
	Product includes _____ % U.S. Content. Product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. <b>OR</b> _____ The cost of the U.S. product is significantly higher than the non-domestic product. <b>List prices and unit pack size below for item to be considered:</b> Price of Domestic or U.S. Grown Product Per Unit    \$ _____ / _____ Price of Non-Domestic Product Per Unit                    \$ _____ / _____
	Product includes _____ % U.S. Content. Product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. <b>OR</b> _____ The cost of the U.S. product is significantly higher than the non-domestic product. <b>List prices and unit pack size below for item to be considered:</b> Price of Domestic or U. S. Grown Product Per Unit    \$ _____ / _____ Price of Non-Domestic Product Per Unit                    \$ _____ / _____
	Product includes _____ % U.S. Content. Product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. <b>OR</b> _____ The cost of the U.S. product is significantly higher than the non-domestic product. <b>List prices and unit pack size below for item to be considered:</b> Price of Domestic or U.S. Grown Product Per Unit    \$ _____ / _____ Price of Non-Domestic Product Per Unit                    \$ _____ / _____

Vendor may use additional pages if needed.

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

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

DO NOT DETACH THIS PAGE

**MUST RETURN THIS PAGE WITH YOUR BID**

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

Both the School Food Authority (SFA) and the Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Name of Vendor	Orleans Parish School Board Name of School Food Authority
----------------	--

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
  - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Vendor certifies that:
- (1) He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(1) above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vendor’s Authorized Representative	Title	Date
--	-------	------

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

Signature of School Food Authority’s Authorized Representative	Administrator Title	Date
---	------------------------	------

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**BIDDER'S CERTIFICATION AND INVITATION TO BID**

This form is to be completed, signed and left attached to the Bidding Documents and delivered to the Orleans Parish School Board by the time and date advertised.

DATE: \_\_\_\_\_

**Orleans Parish School Board**  
PROCUREMENT DEPARTMENT  
2401 Westbend Expressway  
Fifth Floor, Room 5055  
New Orleans, LA 70114

**Re: Invitation to Bid No. 25-CN-0001 Milk**

**To whom this may concern:**

In compliance with the Bidding Documents, the undersigned agrees, if this offer is accepted and awarded within forty (45) calendar days from the date for the receipt of the offer specified in the Advertisement for Bids, to furnish any or all items awarded at the unit price offered at the price set opposite each item, delivered at the designated points on the dates specified in the Delivery Schedule and during the time period specified from date of Purchase Order through **July 31, 2025**.

Acknowledgment of Addenda:

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_

I propose to provide and furnish the various items at the prices set forth on the attached sheet.

The bid prices accepted by the Orleans Public School Board must remain valid until **July 31, 2025**.

**SEE ATTACHED SPECIFICATIONS.**

**APPENDIX A**

**A1: PRINCIPALS OF THE COMPANY**

**PRESIDENT:** \_\_\_\_\_

**VICE-PRESIDENT:** \_\_\_\_\_

**SECRETARY:** \_\_\_\_\_

**TREASURER:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

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

**NAME:** \_\_\_\_\_  
(PRINT OR TYPE)

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, and ZIP:** \_\_\_\_\_

**AREA CODE & PHONE:** \_\_\_\_\_

**AREA CODE & FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

LIST THE BIDDER'S FEDERAL TAX IDENTIFICATION NUMBER \_\_\_\_\_

Bidder is (check one) \_\_\_\_\_ Sole Proprietorship; \_\_\_\_\_ Partnership; \_\_\_\_\_ Corporation  
(If corporation, in what state incorporated) \_\_\_\_\_; or  
\_\_\_\_\_ Joint venture. Identify parties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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# ORLEANS PARISH SCHOOL BOARD

Procurement Department

## VENDOR REGISTRATION FORM

DATE (MM/DD/YYYY): \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

REMIT TO ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TAX ID NO: \_\_\_\_\_

DUNS NO. \_\_\_\_\_

MANUFACTURER     DISTRIBUTOR     SALES OFFICE     SERVICES     STATE CONTRACT

NO. \_\_\_\_\_

**PLEASE IDENTIFY COMMODITIES AND/OR SERVICES THAT YOUR COMPANY PROVIDES:**

\_\_\_\_\_

\_\_\_\_\_

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In addition to the Vendor Registration form the OPSB requires that each respondent submit a recent W-9 form.

The most recent W-9 form, as provided by the Internal Revenue Service, can be accessed at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

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**APPENDIX A**

**A2: NON-COLLUSION STATEMENT**

State of Louisiana  
Parish of Orleans

\_\_\_\_\_

States that he/she is \_\_\_\_\_ (a partner of the firm, officer of the corporation, or individual making the foregoing proposal or bid); that said bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element, or that of any other bidder, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said bid or proposal are true.

\_\_\_\_\_

**(Signature)**

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**A discount for prompt payment:**

20 calendar days \_\_\_\_\_ % / 30 calendar days \_\_\_\_\_ % / \_\_\_\_\_ calendar days \_\_\_\_\_ % is included. (Fill in applicable item).

(Discounts for prompt payment will not be considered in evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated above.)

All prices quoted are F.O.B. anywhere within the city limits of the City of New Orleans, Louisiana and do not include city or state sales taxes or federal excise taxes.

I have completed the Certificate of Insurance and secured signatures by a duly authorized representative of the company.

\_\_\_\_\_  
Initial

I have signed the Certificate of Debarment.

\_\_\_\_\_  
Initial

I have signed the Certificate of Lobbying.

\_\_\_\_\_  
Initial

I have signed the Buy American Provision

\_\_\_\_\_  
Initial

I have signed the Certificate of Independent Price Determination. I will provide Bread Products in the quality and quantity specified and shall meet the specifications accordingly.

\_\_\_\_\_  
Initial

I have completed Taxpayer Identification Number and Certification, and secured signature by a duly authorized representative of the company.

\_\_\_\_\_  
Initial

I understand that each delivery will be inspected by a representative of the Child Nutrition Program and an item may be rejected if it fails to meet the specifications or is damaged in any way.

\_\_\_\_\_  
Initial

I understand that if shortages occur, it is my company's responsibility to deliver the difference the same day if requested.

\_\_\_\_\_  
Initial

I understand that Child Nutrition may cancel that portion of an order which I fail to deliver at the specified time.

\_\_\_\_\_  
Initial

I understand that the volume of purchases of any item may be less than the bid quantity, due to the availability of "free" USDA Commodities.

\_\_\_\_\_  
Initial

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I understand that the unit cost remains as quantities may increase when additional Schools are added to the Child Nutrition Program.

\_\_\_\_\_  
Initial

I have checked my bid for mathematical and typographical errors.

\_\_\_\_\_  
Initial

I have listed the Principals of the Company.

\_\_\_\_\_  
Initial

I have completed the Non-Collusion Statement.

\_\_\_\_\_  
Initial

I agree to deliver, if needed, additional quantities through July 31, 2025, at the same unit price bid.

\_\_\_\_\_  
Initial

I (or We) acknowledge and accept the General Terms and Conditions as set forth.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE

**NOLA Public Schools – Child Nutrition Department  
Participating Charter Schools  
School Year 2024-2025**

<b>Elementary</b>	
<b>Site Name</b>	<b>Address</b>
Ben Franklin Elementary	1116 Jefferson Ave., New Orleans, LA 70115
Ben Franklin Annex	3649 Laurel St., New Orleans, LA 70115
Bethune Elementary	2401 Humanity St., New Orleans, LA 70122
Hynes Charter Elementary-Lakeview	990 Harrison Ave., New Orleans, LA 70124
Hynes Charter Elementary-Parkview	4617 Mirabeau Ave., New Orleans, LA 70126
Hynes Charter Elementary-UNO	6101 Chatham Ave., New Orleans, LA 70122
The Willow School - Elementary	7315 Willow St., New Orleans, LA 70118
Moton Charter Elementary	8550 Curran Blvd., New Orleans, LA 70127
Noble Minds	1333 S. Carrollton Ave., New Orleans, LA 70118
The Willow School – Middle School	5625 Loyola Ave., New Orleans, LA 70115
The Willow High School	5624 Freret St., New Orleans, LA 70115
Franklin High School	2001 Leon C Simon Dr., New Orleans, LA 70122
N.O. Center for Creative Arts (NOCCA)	2800 Chartres St., New Orleans, LA 70117
The Leah Chase School	2727 S Carrollton Ave., New Orleans, LA 70118

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<b>Orleans Parish School Board</b>						
DEPARTMENT OF CHILD NUTRITION SERVICES NEW ORLEANS						
					<b>VENDOR:</b>	
<b>INVITATION TO BID NO. 25-CN-0001</b>					<b>EMAIL:</b>	
Bid Group Description: MILK & DAIRY PRODUCTS					<b>SIGNATURE:</b>	
Bid Opening Date:						
Vendor to Complete <i><b>Bolded</b></i> Items						
<b>Item Description</b>	<b>Requested Quantity</b>	<b>Product Code &amp; Brand</b>	<b>Units per Case/ Container</b>	<b>Unit Size</b>	<b>Bid Price per carton</b>	<b>Extended Price</b>
<b>Specifications</b>						
<b>1. ASSORTED MILK (1% White, Skim, 1% Chocolate,1% Strawberry,) Gable Top Carton</b>	550,000 units	Brown's Dairy	50 units per case	8 oz.		
		Or Pre-Approved Brands				
<b>1 A. MILK WHOLE WHITE. Gable Top Carton</b>	3,500 units	Brown's Dairy	50 units per case	8 oz.		
REVISION: FULL NUTRITIONAL INCLUDING CALORIES, SATURATED FAT, AND SODIUM MUST BE AVAILABLE, MUST BE FREE OF ADDED TRANS FATS.		Or Pre-Approved Brands				
<b>2. 1% CULTURED LOWFAT BUTTERMILK</b>	80	Brown's Dairy	1/quart	32 oz.		
<b>Grade A pasteurized low fat milk</b>	QUARTS					
		Or Pre-Approved Brands				
REVISION: FULL NUTRITIONAL INCLUDING CALORIES, SATURATED FAT, AND SODIUM MUST BE AVAILABLE, MUST BE FREE OF ADDED TRANS FATS.						
<b>3. LACTOSE FREE MILK</b>	450	Dairy Ease, Lactaid	12 units per case	32 oz.		
<b>100 % Lactose Free Milk, Vitamins A &amp; D added, Pasteurized, Low Fat and Fat Free</b>	CARTONS					
		Or Pre-Approved Brands				
REVISION: FULL NUTRITIONAL INCLUDING CALORIES, SATURATED FAT, AND SODIUM MUST BE AVAILABLE, MUST BE FREE OF ADDED TRANS FATS.						

<b>4. SOUR CREAM</b>	50	Field Crest	units per quart	16 oz.		
Shall present a clean, natural color, with a smooth, velvety appearance. Natural color may range from a bright white to a light cream color. The surface should	CASES	Dairy Pure				
appear smooth and dry without excessive whey separation. It shall be free from visible sediment, mold and surface discoloration.		Or Pre-Approved Brands				
REVISION: FULL NUTRITIONAL INCLUDING CALORIES, SATURATED FAT, AND SODIUM MUST BE AVAILABLE, MUST BE FREE OF ADDED TRANS FATS.						
<b>5. EGGS</b>	60	Sunn Up	15 units per case	case		
Standard Large eggs normal expiration date approximately 45 days. 12 per carton, 15 cartons per case	CASES					
REVISION: FULL NUTRITIONAL INCLUDING CALORIES, SATURATED FAT, AND SODIUM MUST BE AVAILABLE, MUST BE FREE OF ADDED TRANS FATS.		Or Pre-Approved Brands				
<b>Total Cost:</b>						