

**ORLEANS PARISH SCHOOL BOARD
PROCUREMENT DEPARTMENT
2401 Westbend Parkway, Fifth Floor
New Orleans, LA 70114
Telephone 504-304-5639**

INVITATION TO BID NO. 25-CN-0004

FRESH, PROCESSED AND PRE-CUT PRODUCE

FOR

FISCAL YEAR 2025

INVITATION TO BID DUE BY: THURSDAY, MAY 2, 2024, AT 10:00 A.M.

NOTE: THIS IS AN "ALL OR NONE" BID.

NOTE: The forms furnished as part of the specifications MUST be used for filing of this Invitation to Bid and all forms must be attached. No Invitation to Bids will be considered unless made on the forms provided, and must not be detached from the Invitation to Bid document of which it forms a part. The statement listed on the bottom of each page (DO NOT DETACH THIS PAGE) indicates that ALL of the pages included in the Invitation to Bid document must be submitted.

NOTE: VENDORS MUST PUT NAME OF COMPANY ON ALL SPECIFICATIONS SHEETS.

BIDDER: _____

SIGNATURE: _____

NAME: _____
(PRINT OR TYPE)

ADDRESS: _____

CITY, STATE, ZIP: _____

AREA CODE & PHONE: _____

AREA CODE & FAX: _____

E-MAIL ADDRESS: _____

TERMS: _____

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

ADVERTISEMENT

INVITATION TO BID NO. 25-CN-0004

FRESH, PROCESSED AND PRE-CUT PRODUCE

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, Suite 5055, New Orleans, Louisiana 70114, until **10:00 A.M. (CST) on Thursday, May 2, 2024**

Detailed specifications and bid documents may be obtained by visiting the NOLA Public Schools website: www.nolapublicschools.com.

No pre-bid meeting is scheduled for any of the bids listed in this advertisement. The deadline for submitting questions concerning the specifications listed in this solicitation is seven (7) days, before the listed bid opening date. Written responses will be provided no later than three (3) days, before the listed bid opening date(s) via addendum.

Fresh, Processed and Pre-Cut Produce Bid Opening Dates:

- May 2, 2024 @ 10:00 AM (CST)
- September 20, 2024 @ 10:00AM (CST)
- December 19, 2024 @ 10:00 AM (CST)
- March 14, 2025 @ 10:00 AM (CST)

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. This institution is an equal opportunity provider. For any information concerning this advertisement, you may email the Purchasing Department at: purchasing@nolapublicschools.com.

ORLEANS PARISH SCHOOL BOARD

By: Paul A. Lucius,
Executive Director of Procurement

FIRST INSERTION DATE: Thursday, April 18, 2024
SECOND INSERTION DATE: Thursday, April 25, 2024

OVERVIEW: INSTRUCTIONS TO BIDDERS:

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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 10:00 a.m. of the identified dates below; under any conditions, unless in the best interest of OPSB by an addendum notification.

Last Day for Questions	Thursday	April 25, 2024
Last Day for Addendum	Monday	April 29, 2024
BID SUBMISSION DEADLINE(s)		<ul style="list-style-type: none"> • May 2, 2024 @ 10:00 AM (CST) • September 20, 2024 @ 10:00AM (CST) • December 19, 2024 @ 10:00 AM (CST) • March 14, 2025 @ 10:00 AM (CST)
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.

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.

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).

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 solicitation, 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.

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 most responsive.

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

BID SUBMISSION: One original Bid document shall be submitted, as per date and time established/set within 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 the Procurement Department at: procurement@nolapublicschools.com, or Paul Lucius, Executive Director of Procurement at 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.

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 INVITATION TO BID NO. 25-CN-0004
DO NOT DETACH THIS PAGE

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.

GENERAL TERMS AND CONDITIONS

1. PERIOD OF CONTRACT(S)

The Orleans Parish School Board (OPSB) is soliciting Invitation to Bids to furnish FRESH, PROCESSED AND PRE-CUT PRODUCE FOR THE CHILD NUTRITION PROGRAM, via weekly deliveries to pre-identified schools, for the following contract periods:

- **May 2, 2024 @ 10:00 AM (CST)**
- **September 20, 2024 @ 10:00AM (CST)**
- **December 19, 2024 @ 10:00 AM (CST)**
- **March 14, 2025 @ 10:00 AM (CST)**

2. OPSB SUPPLIER

Vendor(s) receiving awards resulting from competitive Invitation to 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 Purchase Order listing items awarded will be official notification of award.

3. This is an “**All or None**” Bid. All items are listed at “estimated” quantities.

4. Unit price as well as the extended price **must** be written. In case of a discrepancy between the unit price and the extended price, price written for the unit will be considered the bid price.

5. All products delivered shall have been processed and packed in accordance with good commercial practice. All products conform in every respect to the provisions of the federal food, Drug and Cosmetic Act and regulation promulgated hereunder. Failure to do so will result in removal from future Invitation to Bid consideration.

6. ORDER/PRICES

A Purchase Order will be issued for the respective item(s) awarded. **The order period shall be from date of purchase order until the end of each fiscal quarter.** Weekly orders will be submitted by the Child Nutrition Department. All prices are to be firm for each contract 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 Orleans Parish School Board’s Purchasing Department.

All prices are Bid 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.

The vendor shall not be liable for any excess costs; if the failure to perform the contract arises from causes beyond the control, and without fault or negligence of the vendor, 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 vendor 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 vendor.

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.

7. **QUANTITIES**

The estimated quantities of items specified cannot be established or confirmed at this time. 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 vendor must supply at Invitation to Bid prices actual requirements as ordered whether the total of such requirements is more or less than the quantities estimated to prepare the Invitation to Bid. The OPSB binds itself to accept and the vendor agrees to supply only what is actually required by the OPSB during the life of the contract.

8. **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.

9. **SAMPLES**

Samples may be required prior to award being made.

10. **DELIVERY**

Delivery of produce are to be made to **thirteen (13) School sites** once (1) a week (Monday through Friday), between the hours of 7: 00 a.m. – 2: 00 p.m. to accommodate the serving schedules of the schools. All items must be delivered in a **REFRIGERATED VEHICLE**, in prime condition, properly labeled and packaged. **All items must have a minimum 7-day shelf life beginning from the date of delivery.** Prices must include FOB delivery to the Various Schools (as per attached list).

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 vendor 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 vendor should be prepared to make same day or next day delivery, if requested.

Vendor 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.

Vendor 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 me 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.

11. **INVOICING**

Invoices will be submitted by the vendor to the OPSB Accounts Payable Office, and the invoice shall refer to the purchase order number, delivery date, quantity, unit price, and delivery point. The contractor shall submit, in duplicate, to the OPSB Accounts Payable Office a separate invoice for each order delivered and accepted. Invoices shall show the cash discount (if any), and shall be submitted on the contractor's own invoice form. All packing slips must be attached to the outside of packages and **MUST** show purchase order number.

12. **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 on the Purchase 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 contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order released. **PAYMENTS WILL BE MADE TO THE VENDOR AND ADDRESSED AS SHOWN ON THE PURCHASE ORDER. ADVANCED PAYMENTS WILL NOT BE ALLOWED.**

13. **TAXES**

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

14. **SUBSTITUTES**

Any substitutions must receive prior written approval of the Procurement Director. Substitutions **will not** be accepted if they do not appear on the original bid.

15. **INDEMNITY**

Contractor 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 contractor, its officers, its agents or its employees. Contractor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees. However, the contractor shall have no obligation as set forth above with respect to a 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.

16. **VENDOR CONTACT**

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

17. **INVITATION TO BID INQUIRY**

All inquiries regarding this solicitation for Invitation to Bids should be addressed to Jonathan Temple, email: jtemple@nolapublicschools.com . No contact in any form or manner is to be made with any employee of the District, except through the persons named above. Violation of this provision shall be considered grounds for disqualification of the violator employer's Invitation to Bid.

18. **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 Order is contingent upon the appropriation of funds to fulfill the requirements of the Order.

19. **DEFAULTS AND TERMINATION**

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

- a. Deliver products, or to perform the services within the time specified in this contract or any extension
- b. Furnish products, or to perform the services in accordance with the specifications. If the contractor fails to deliver supplies or materials or perform the services within the time specified in the contract, or an extension thereof, the contractor 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 contractor 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 contractor;
- 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 Executive Director of Procurement considers appropriate supplies or materials, or services similar to those terminated, and the contractor 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 contractor shall continue the work not terminated or furnish the supplies or materials not terminated.

20. **VENDOR 'S NAME**

Legal identification of the company's and/or organization must be listed on the Invitation to Bid form where indicated, including its corporate name and complete mailing address, telephone and fax numbers, and Tax Identification Number.

21. **ERRORS/OMISSIONS/WITHDRAWAL**

Vendors must check price Invitation to Bids for mathematical and typographical errors before submittal. All corrections must be initialed. Failure to comply may result in disqualification of bid. An Invitation to Bid may be withdrawn after the time and date designated for receiving Bids if clear and convincing sworn, written evidence of obvious mechanical, clerical or mathematical error is furnished by the vendor within 48 hours of Invitation to Bid opening.

Negligence on the part of the vendor in preparing his/her Invitation to Bid confers no right of withdrawal or modification of his/her Invitation to Bid after Invitation to Bids have been opened.

22. The Orleans Parish School Board reserves the right to select any part of the Invitation to Bid or the whole Invitation to Bid, as well as to reject any and all Invitation to Bids received, whenever such rejection is in its best interest in accordance with law.
23. **Non-discrimination Statement: This explains what to do if you believe you have been treated unfairly.** In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to *USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington DC 20250-9410* or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

24. **RETURN POLICY**

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

25. **MANUFACTURED OR GROWN IN LOUISIANA, QUALITY BEING EQUAL TO ARTICLES OFFERED BY COMPETITORS OUTSIDE OF THE STATE".**

LOUISIANA PREFERENCE: In accordance with Act 318 of the 1958 Session of the Legislature: "PREFERENCE IS HEREBY GIVEN TO MATERIALS, SUPPLIES AND PROVISIONS PRODUCED.

26. **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.

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:
1. Price of the domestic food alternative substitute (s); and
 2. 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):
1. Price of the domestic food product; and
 2. Price of the non-domestic product that meets the required specification of the domestic product.

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.

Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

27. CIVIL RIGHTS STATEMENT:

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:** (833) 256-1665 or (202) 690-7442; or
3. **email:** program.intake@usda.gov

ADDITIONAL TERMS AND CONDITIONS

(BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES) AND SPECIFICATIONS PAGES ATTACHED

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 align="center">OR</p> _____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: 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: _____

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.

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

Vendor may use additional pages if needed.

Date: _____ Company Name: _____

Signature: _____ Title: _____

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 certified 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 Bid 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

Title

Date

**ORLEANS PARISH SCHOOL BOARD
PROCUREMENT DEPARTMENT
2401 Westbend Parkway, Fifth Floor, Room 5076
New Orleans, Louisiana, 70114**

TO: ORLEANS PARISH SCHOOL BOARD

I (or We) hereby propose to furnish the items detailed below in accordance with the specifications, at the prices indicated below. I (or We) will deliver F.O. B. anywhere within the city limits of the City of New Orleans, Louisiana. **DO NOT INCLUDE CITY OR STATE SALES TAXES OR FEDERAL EXCISE TAXES.**

Acknowledgment of Addenda:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

See attached Specifications for Invitation to Bid no. 24-CN-0003, Fresh, Processed and Pre-Cut Produce for the OPSB Child Nutrition Program for Fiscal Year 2024.

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

Elementary	
Site Name	Address
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
The Leah Chase School	2727 S. Carrollton Ave. New Orleans, LA 70118
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, LA70115
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

VENDOR'S NAME MUST BE LISTED ON ALL SHEETS OF THE SPECIFICATIONS.

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.

I have checked my Invitation to Bids for mathematical and typographical errors. Unit Price(s) will prevail if discrepancy is noted price will govern in case of error(s) in extension. Unit prices should include shipping fee if applicable.

(Initials)

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

NAME OF COMPANY

SIGNATURE OF BIDDER

DATE



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:

_____ **Company Representative** _____ **Title**

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>.

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.

**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 _____

EDGAR CONTRACT ADDENDUM

VENDOR NAME

In accordance with §200.326 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new “EDGAR”), this Addendum ("Addendum") is proof of the vendor’s willingness and ability to comply with certain requirements which may be applicable to specific NOLA-PS purchases using federal grant funds. It amends and is hereby incorporated into an existing agreement between the parties as follows:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

A. Contracts for more than the simplified acquisition 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.

Pursuant to Federal Rule (A) above, when federal funds are expended by NOLA-PS, NOLA-PS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to Federal Rule (B) above, when federal funds are expended by NOLA-PS, NOLA-PS reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. NOLA-PS also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if NOLA-PS believes, in its sole discretion that it is in the best interest of NOLA-PS to do so. The vendor will be compensated for work performed and accepted and goods accepted by NOLA-PS as of the termination date if the contract is terminated for convenience of NOLA-PS. Any award under this procurement process is not exclusive and NOLA-PS reserves the right to purchase goods and services from other vendors when it is in the best interest of NOLA-PS.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246,

“Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by NOLA-PS on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES ___ Initials of
Authorized Representative of vendor

D. 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 contractor subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by NOLA-PS, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

E. 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.

Pursuant to Federal Rule (E) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

G. 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

H. 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

I. 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term and after the awarded term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- 1) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES___ Initials of
Authorized Representative of vendor

J. Procurement of Recovered Materials Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only

items designated in the 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 \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

K. DHS SEAL, LOGO, AND FLAGS The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEDERAL AGENCY preapproval.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

L. Compliance With Federal Law, Regulations, And Executive Orders This is an acknowledgement that Federal Agency financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, Federal Agency policies, procedures, and directives.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

M. No Obligation By Federal Government The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

N. Program Fraud and False or Fraudulent Statements or Related Acts The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR 200.33

When federal funds are expended by NOLA-PS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor’s Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____

Date: _____

INVITATION TO BID NO. 25-CN-0004		VENDOR:			
FRESH, PROCESSED & PRE-CUT PRODUCE		EMAIL:			
		Authorized Signature:			
1ST QUARTER: (AUGUST 1, 2024 - OCTOBER 31, 2024)					
SPECIFICATIONS		PACK SIZE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1. Bananas # 2		35-40# CASE	110		
Ripe not overripened, more yellow than green free from decay.		150 COUNT	cases		
2. Oranges		125-138/CASE	130		
U.S. # 1 Louisiana, Texas, Florida or California			cases		
3. Golden Delicious Apples		125 COUNT/BOX	125		
U.S. #1, mature but not overripe, fairly well formed uniform in size reasonably free from defects and decay.			cases		
4. Gala Apples		100 COUNT/BOX	125		
Sweet juicy mature ripe not over ripe, fairly well formed, uniform in size reasonably free from defects and decay.			cases		
5. Strawberries		8/1 pints Flat	125		
U.S. # 1 Louisiana, Texas, Florida or California uniform in size reasonably free from defects and decay			cases		
6. Grapes, Red		18# LUG	130		
Seedless Red to meet Grade Standard			cases		
7. Grapes, Green		18# LUG	130		
Seedless Green to meet Grade Standard			cases		

8. Cantaloupes	15/18 COUNT	80		
Sweet juice, mature but not overripe, fairly well formed		cases		
uniform in size reasonably free from defects and decay				
U.S. # 1 Louisiana, Texas Florida or California				
9. Lettuce Shredded	4/5# BAGS/CS.	50		
Cut from cleaned lettuce heads, cored and outer layer		cases		
removed. Minimum 10 day shelf life				
10. Salad Mix w/ Carrots and Red Cabbage	4/5# BAGS/CS.	125		
Iceberg lettuce, Red Cabbage, Carrot mix. Other ingredients may vary		cases		
11. Spring Salad Mix	4/3# BAGS/CS.	60		
Baby lettuces (baby green romaine lettuce and red romaine, green oak				
lettuce, baby spinach and arugula. Frisee and raddichio. Ingredients may				
vary.				
12. Cucumbers	1/5#	120		
U.S. #1 Max diameter not more than 2 3/8 inch, length	BAG	bags		
6 inch free of decay or sunken area and yellowing				
13. Broccoli Florets	3#/BAG	110		
Fresh cut sulfite free packaged in gas permable package		bags		
code dated				
14. Leaf Spinach, Fresh	1/10 oz./BAG	130		
Fresh cuts, cleaned in cello bag 10 ounces				
code dated				

15. Tomatoes, Whole	25#/CASE	130		
U.S. #1 mature , but not over ripe, well formed smooth layered packaging		cases		
16. Onions Yellow Medium	5#/BAG	75		
U.S. #1 packed in open mesh sack		bags		
17. Jumbo Red Onions	5#/BAG	50		
U.S. #1		bags		
18. Carrots	4/5#/BAGs	60		
Round carrot coins 1/2"		cases		
19. Mushrooms, Button	12/8 OZ./CARTON	50		
Mushroom with a uniform cap size and thin stem 1-3 inches in diameter		carton		
20. Romaine Lettuce	12/3CT	90		
Head forming lettuce has deep green, long leaves with a crisp texture	36# CASE	cases		
21. Yellow Squash	20# CASE	50		
Mature ripe sweet fairly well formed no decay or defect.	15-20 COUNT	cases		
22. Seasoning, Creole	2/5# CASE	110		
Cajun-style Creole seasoning blend. Made with real, fresh ingredients. code dated		cases		
TOTAL:				