



ORLEANS PARISH SCHOOL BOARD

Procurement Department
2401 Westbend Parkway, Suite 5055
New Orleans, LA 70114
Telephone (504) 304-3917 | FAX (504) 309-2879
Paul A. Lucius, Executive Director of Procurement

INVITATION TO BID NO. 27-CN-0001

MILK AND DAIRY PRODUCTS

ELECTRONIC BID SUBMITTAL DEADLINE:

FRIDAY, MAY 22, 2026 @ 9:00 A.M.

BIDDER: _____

SIGNATURE: _____

NAME (PRINT OR TYPE): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

TERMS: _____

**ORLEANS PARISH SCHOOL BOARD
Procurement Department
2401 Westbend Parkway, Suite 5055
New Orleans, Louisiana 70114**

ADVERTISEMENT

INVITATION TO BID NO. 27-CN-0001

MILK AND DAIRY PRODUCTS

Electronic Responses to Invitation to Bid relative to the above will be received via email submission to the Procurement Department for the Orleans Parish School Board (“OPSB” or “the District”) at 2401 Westbend Parkway, Suite 5055, New Orleans, Louisiana 70114 until **9:00 A.M. (CST) on Friday, May 22, 2026.**

Specifications and qualification documents may be obtained by visiting the District’s website at www.nolapublicschools.com. All questions regarding this ITB shall be directed to the Executive Director of Procurement at procurement@nolapublicschools.com.

The District reserves the right to reject any or all Responses to the Invitation to Bid whenever such rejection is in its best interest in accordance with law. The provisions and requirements of this advertisement shall not be waived.

NOLA Public Schools shall make every effort to provide reasonable accommodation for people with disabilities. The requests for any reasonable accommodation shall be submitted in writing to the Executive Director of Procurement, no less than seven (7) days in advance of any meetings.

Paul A. Lucius
Executive Director of Procurement

FIRST INSERTION DATE: THURSDAY, MAY 7, 2026
SECOND INSERTION DATE: THURSDAY, MAY 14, 2026

1.0 OVERVIEW

1.1 Introductions to Bidders

One signed original proposal shall be submitted electronically and clearly marked: INVITATION TO BID NO. 27-CN-0001 ON MAY 22, 2026 AT 9:00 A.M. to the Executive Director of Procurement, Paul A. Lucius: procurement@nolapublicschools.com

All visitors to NOLA-PS are required to check in at the lobby receptionist desk and to wear mask if required.

The Orleans Parish School Board will not be responsible for the opening of, post-opening of, or failure to open a Proposal 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 Proposals on time.

No Proposal will be accepted after May 22, 2026 @ 9:00 A.M. under any conditions unless in the best interest of NOLA-PS by an addendum notification.

Last Day for Questions @ 12:00 P.M. (CST)	Friday	May 15, 2026
Last Day for Addendum	Monday	May 18, 2026
BID SUBMISSION DEADLINE no later than 9:00 A.M.		May 22, 2026
Award Notification (approximate)		TBD

CODE OF SILENCE:

From the date the ITB is issued; through the time the Agreement is finally awarded by NOLA-PS Elected Officials, Proposers shall not contact any Representatives of NOLA-PS, 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 Proposers therein. This prohibition does not apply to questions or comments sent in writing to the Director of Procurement, or questions made at Pre-Proposal conferences, in presentations before evaluation committees, or during contract negotiations. Proposers who violate this Code of Silence may be deemed non-responsive, and their proposal may be rejected for cause.

INVITATION TO BID DOCUMENTS: A complete set of Invitation to Bid documents shall be used in preparing proposals; 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 Bids and must be signed by the proposer. **No proposals/bids will be considered unless made on the forms provided and must not be detached from the proposal document of which it forms a part.** Failure to follow these instructions may result in your proposal being disqualified.

OBJECTION TO THE AWARD: If any Proposer who submitted a proposal has an objection to the award of the contract to the Selected Proposer, the objecting Proposer shall furnish that protest, in writing, to the Executive Director of Procurement (or Designee) 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 Proposers.

If a protest is filed in a timely fashion, the Executive Director of Procurement (or Designee) will review the basis for the protest and relevant facts under such terms and conditions as he considers proper. Upon completion of the review, the Executive Director of Procurement (or Designee) 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 NOLA-PS, the Executive Director of Procurement (or Designee) will notify those Proposers 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 proposal 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 NOLA-PS 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 NOLA-PS 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 proposal evaluation process, the NOLA-PS 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 NOLA-PS 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 proposals 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 NOLA-PS may cancel this ITB, reject proposals 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 NOLA-PS 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 - (WAIVED)

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.

The Proposer shall submit the following forms below:

- DBE Responsiveness Form 1
- DBE Responsiveness Form 2
- DBE Certification Letter (for each company)
- DBE Professional Services Compliance Certification Checklist

DBE Provisions (Attached), which is hereby made a part of this ITB. Failure to include DBE participation; including all signatures and notary, shall cause a firm's proposal to be non-responsive and cause for rejection.

DBE Participation will be waived for this solicitation.

COMPUTED COST SCORE:

There is no cost associated with this project.

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

When NOLA-PS 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, 2C.F.R. 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). (EDGAR FORM ATTACHED)

All Vendors awarded a contract under this proposal must complete the NOLA-PS 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 NOLA-PS purchases using federal grant funds.

This information will be made available to the NOLA-PS for its use while considering their purchasing options when using federal grant funds.

1.2 Purpose

The purpose of the Invitation to Bid is to partner with a reputable and qualified company to provide Milk and Dairy Products for twelve (12) NOLA Public Schools.

1.3 School District Profile

OPSB currently oversees 71 charter schools and a school with two educational programs for students in secure-care facilities

One of the District’s core responsibilities, as a charter school authorizer, is to hold these schools accountable to a set of performance expectations that help ensure every student is provided with a high-quality education.

The vision of the OPSB is as follows: every student receives a high-quality education that fosters their individual capabilities, while ensuring that they thrive and are prepared for civic, social, and economic success.

The District’s geographical boundaries are concurrent with those of the City of New Orleans. The District, however, is a separate entity, independent of the City of New Orleans. The District’s governing body is a seven-member elected board.

The District serves more than 43,875 students across Orleans Parish. As of February 2022, the student population was approximately 77.41% African American, 10.71% Hispanic, 8.09% White, 1.65% Asian, 1.9% Multi-Racial, and .18% Native American. Further, the District serves a student population that is 86.22% economically disadvantaged. Approximately 7.28% of the students have limited English proficiency.

The District’s administration has approximately 269 employees. The District’s total proposed general

fund budget for 2022-2023 is \$556 million dollars, system-wide, and of that \$35.5 million is allocated to the District's administration.

BID REJECTION: NOLA-PS shall have the right to reject any or all proposals and in particular to reject a proposal 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 NOLA-PS. Conditional proposals will not be accepted.

CONTRACT AWARD: The bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. NOLA-PS reserves the right to the sole judge to determine "meets or exceeds."

CONTRACT TERM: NOLA-PS reserves the right to procure the services/goods as described in this Bid and enter into a contract as described with the ITB. If warranted terms and conditions for an amendment to the contract will be in writing, negotiable and subject to NOLA-PS approval.

ERRORS: NOLA-PS is not liable for any errors or misinterpretations made in responding to this Invitation to Bid.

BID SUBMISSION: One electronic original Proposal document to be submitted as per date and time established/set within this Invitation to Bid.

INQUIRIES: NOLA-PS 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 NOLA-PS 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 NOLA-PS will be the responsibility of the proposing firm.

All inquiries must be in writing and addressed to: Paul A. Lucius, Executive Director of Procurement at plucius@nolapublicschools.com. All inquiries will be answered in the form of an addendum after the pre-proposal 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 proposals. 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: NOLA-PS encourages free and open competition. Whenever possible, specifications and proposal terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of the NOLA-PS and to guarantee an economically sound solution. The signature on this proposal guarantees that the prices quoted have been established without collusion with other firms and without effort to preclude the NOLA-PS 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 NOLA-PS.

PREPARATION EXPENSE: All proposals submitted in response to this ITB must be submitted at the sole expense of the proposing firm, irrespective of the final decision of the NOLA-PS as to contract award.

TITLE VI SOLICITATION NOTICE:

NOLA-PS, 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 Proposers 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:

A Procurement Team Member shall serve as the Evaluation Committee coordinator and is solely responsible for disseminating all information received during the ITB evaluation process.

FINAL SELECTION:

It is the intent of NOLA Public Schools to award this contract on an individual basis to the lowest responsive, responsible bidder(s) meeting the specifications of the solicitation, which will be awarded on a grouped basis to the overall lowest responsive, responsible bidder meeting the specifications. NOLA Public Schools further reserves the right to reject individual line items from the award.

ADDENDUM TO INVITATION TO BID: NOLA-PS reserves the right to revise and amend the specifications prior to the date set for the opening. Proposers 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. NOLA-PS will issue an addendum to evidence any revisions or amendments made to this ITB. Addenda are made available on the NOLA-PS website under community/business resources/solicitations. Please acknowledge receipt of addendum on Signature Page. **Failure to acknowledge all Addenda will result in the proposal being rejected**

All questions must be in writing and electronically submitted to the Executive Director of Procurement at plucius@nolapublicschools.com no later than **12:00 P.M. on Friday, May 15, 2026**. No addendum will be issued later than **Monday, May 18, 2026**, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the qualifications response, to determine if addenda were issued and, if so, to acknowledge the addendum on the applicable form.

Times and dates are final unless there is an unexpected “emergency” beyond NOLA-PS’s control.

2.0 SCOPE OF WORK

NOLA Public Schools is seeking to partner with a reputable and qualified company to provide Milk and Dairy Products for twelve (12) NOLA Public Schools as outlined in the list below.

Service & Support: In order to meet the specific needs of the District, the successful bidder will be required to provide, at a minimum, the following level of services.



3.0 GENERAL TERMS AND CONDITIONS

3.1 SPECIFICATIONS:

- 3.1.1 NOLA-PS SPECIFICATIONS have been developed by the Using Department to show minimal standards as the usage, materials, services, and contents based on their needs.
- 3.1.2 MANUFACTURER’S SPECIFICATIONS (DESIGN GUIDE). Whenever an article in this proposal 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.
- 3.2 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.
- 3.3 FINANCIAL RESPONSIBILITY. NOLA-PS assumes no financial responsibility for any costs incurred by Proposers in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Bidders pursuant to this ITB.
- 3.4 BEST AND FINAL OFFERS must be received by the date and time provided during discussions and/or negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.
- 3.5 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 NOLA-PS to purchase on the basis of low bids alone.
- 3.6 WITHDRAWAL OF BIDS will not be allowed for a period of 120 days following the proposal opening. Rejection or withdrawal after offer is accepted shall constitute a breach of contract.
- 3.7 RETENTION OF BID DOCUMENTATION. All proposal materials and supporting documentation that are submitted in response to this bid becomes the permanent property of NOLA-PS.
- 3.8 REBID. NOLA-PS may elect to rebid this project if NOLA-PS believes that, in its sole discretion, it is in the best interest of NOLA-PS to do so.
- 3.9 MULTIPLE CONTRACT AWARDS. NOLA-PS 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 NOLA-PS. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with

NOLA-PS. These facts should be taken into consideration by each Proposer.

3.10 OPEN RECORDS POLICY. NOLA-PS is a governmental entity subject to the Louisiana Public Information Act. Proposals submitted to NOLA-PS 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. NOLA-PS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Proposers.

3.11 NOLA-PS RESERVATIONS reserves the right to:

1. Cancel this solicitation in whole or in part, at the sole discretion of NOLA-PS.
2. Accept, reject, or negotiate modifications in any terms of the Proposer's proposal or any parts thereof.
3. Conduct oral interviews/discussions or presentations necessary to select the best value Proposer and/or to obtain request for pricing.
4. Reject and/or disqualify any or all proposals received.
5. To award contracts for individual products or services as may appear advantageous.
6. To negotiate separately in any manner necessary to serve the best interest of NOLA-PS.
7. Waive any formalities, technicalities, or other defects if deemed in the best interest of NOLA-PS.
8. Request clarification and/or correction by Proposer(s) to eliminate minor errors, clerical errors, and/or non-substantive irregularities.
9. Be the sole judge of quality and equality.
10. Award one or more contracts, in part or in whole, to a single or multiple Proposers, in NOLA-PS's sole discretion.
11. Make all decisions regarding this ITB, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this ITB.

3.12 DEFAULT CONDITIONS. If the Proposer breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, NOLA-PS 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.

NOLA-PS will then be relieved of all obligations, except to pay the value of the Proposer's prior performance (at a cost not exceeding the contract rate). The Proposer will be liable to NOLA-PS for all costs exceeding the contract price that NOLA-PS incurs in completing or procuring the service as described in the proposal. NOLA-PS'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.

- 3.13 QUANTITIES REQUIRED are substantially correct. The NOLA-PS reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Proposer.
- 3.14 NO GUARANTEE OF QUANTITIES. NOLA-PS makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this ITB and the resulting contract, if any. NOLA-PS makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this ITB.
- 3.15 DELIVERIES required in this proposal shall be freight prepaid F.O.B. destination and proposal prices shall include all freight and delivery charges. For shipments (if applicable) designated on the purchase order to the NOLA-PS, 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.
- 3.16 OTHER REQUIREMENTS. Any problems or discrepancies that are not covered by the above requirements should be directed to the 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.
- 3.17 FUNDING OUT CLAUSE. The term of this Contract is a commitment of the NOLA-PS's current revenue only.
- 3.17.1 The Board retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
- 3.17.2 The contract is conditioned on a best effort attempt by the Board to obtain and appropriate funds for payment of the contract.
- 3.18 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 NOLA-PS by this Contract, NOLA-PS 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 NOLA-PS if it is determined by NOLA-PS, 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 NOLA-PS only.
- 3.19 NO WAIVER OF IMMUNITY. NOLA-PS 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.
- 3.20 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.

- 3.21 ALL CONTRACTS AND AGREEMENTS between Merchants and NOLA-PS 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.
- 3.22 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 NOLA-PS 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.
- 3.23 PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200). When NOLA-PS 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)
- 3.23.1 All Vendors awarded a contract under this proposal must complete the NOLA-PS 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 NOLA-PS purchases using federal grant funds.
- 3.23.2 This information will be made available to the NOLA-PS for its use while considering their purchasing options when using federal grant funds.
- 3.24 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 NOLA-PS property, nor may such workers be intoxicated or under the influence of alcohol or drugs on NOLA-PS property.
- 3.25 ORDERING PROCEDURES. A purchasing commitment represents an obligation to pay a Vendor for future delivery of goods or services. NOLA-PS’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.

Purchase Order do so at their own risk. Purchase Orders are issued by NOLA-PS and submitted electronically to the Vendor by email.

- 3.26 NOLA-PS will make payments directly to Vendor. NOLA-PS shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor.

- 3.27 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 NOLA-PS.
- 3.28 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.
- 3.29 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other maimer discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, timeless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to finish information

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 3.30 TERM OF CONTRACT; RENEWAL OF CONTRACT. This contract is for a period of one year with an option to renew for two (2) one (1) year additional periods. Terms and Conditions for even 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.
- 3.31 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) Contractor meets schedules, deadlines, and/or delivery dates within the time specified in the ITB, this Contract, and/or a Purchase Order; or
 - (4) 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.

- 3.32 SAMPLES. When called for, shall be submitted with the bid per instructions set forth in the Special Terms and Conditions if applicable.
- 3.33 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.
- 3.34 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.
- 3.35 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.
- 3.36 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.
- 3.37 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.

- 3.38 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 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.

4.0 SPECIFICATIONS

The purpose of the Invitation to Bid is to provide Milk and Dairy Products as outlined in the specifications on next page.

Orleans Parish School Board						
DEPARTMENT OF CHILD NUTRITION SERVICES NEW ORLEANS						
INVITATION TO BID NO. 27 -CN - 0001						
CHILD NUTRITION MILK and DAIRY PRODUCTS SY 2026-2027						
Bid Opening Date:					<u>VENDOR:</u>	
Vendor to Complete <i>Bolded</i> Items						
Item Description	Requested Quantity	Product Code & Brand	Units per Case/ Container	Unit Size	Bid Price per carton	Extended Price
Specifications						
1. ASSORTED MILK (1% White, Skim, 1% Chocolate,1% Strawberry,) Gable Top Carton	690,000 units	Brown's Dairy	50 units per case	8 oz.		
		Or Pre-Approved Brands				
1 A. MILK WHOLE WHITE. Gable Top Carton	5,800 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				
2. 1% CULTURED LOWFAT BUTTERMILK	50 QUARTS	Brown's Dairy	1/quart	32 oz.		
Grade A pasteurized low fat milk		Or Pre-Approved Brands				
REVISION: FULL NUTRITIONAL INCLUDING CALORIES, SATURATED FAT, AND SODIUM MUST BE AVAILABLE, MUST BE FREE OF ADDED TRANS FATS.						
3. LACTOSE FREE MILK	75 CARTONS	Dairy Ease, Lactaid	27 units per case	5 lb.		
100 % Lactose Free Milk, Vitamins A & D added, Pasteurized, Low Fat and Fat Free		Or Pre-Approved Brands				
REVISION: FULL NUTRITIONAL INCLUDING CALORIES, SATURATED FAT, AND SODIUM MUST BE AVAILABLE, MUST BE FREE OF ADDED TRANS FATS.						
4. SOUR CREAM	30 CASES	Field Crest Dairy Pure	50 units per Case	8 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 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.						

5. EGGS	30	Sunn Up	15 units per case	1 dozen		
Standard Large eggs normal expiration date approximately 45 days. 12 per carton, 15 cartons per case.	CASES					
		Or Pre-Approved Brands				
REVISION: FULL NUTRITIONAL INCLUDING CALORIES, SATURATED FAT, AND SODIUM MUST BE AVAILABLE, MUST BE FREE OF ADDED TRANS FATS.						
Total Cost:						

5.0 SPECIAL TERMS & CONDITIONS

5.1.0 AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by NOLA-PS to be the best value to NOLA-PS. To qualify for evaluation, a proposal must have been submitted sealed and on time and must materially satisfy all mandatory requirements identified in this document.

5.2.0 DEVIATIONS AND EXCEPTIONS TO REQUIREMENTS

Deviations or exceptions MUST BE stipulated in Vendor's response. Deviations and Exceptions may result in disqualification or acceptance i.e. To be Determined in the BEST interest of NOLA-PS.

ADDITIONAL TERMS AND CONDITIONS

1. **PERIOD OF CONTRACT**

The Orleans Parish School Board (OPSB) is soliciting bids to furnish **Milk and Dairy Products** for the Child Nutrition Program for the **2026 - 2027 Fiscal Year**, effective from the date of the Purchase Order through **June 30, 2027**.

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 unknown, due to post Covid-19 price escalations, and current national trade conflicts. Therefore, the Orleans Parish School Board shall not be held to previous estimated dollar values, 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 **June 30, 2027**. 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 **June 30, 2027**.

9. **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.

10. **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 **twelve (12) 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.

Bidder must demonstrate the ownership or the source of a sufficient number of trucks or vehicles to deliver to the **twelve (12) 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.

11. **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.

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 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.

13. **TAXES**

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

14. **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.

15. **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.

16. **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

17. **BID INQUIRY**

All inquiries regarding this Invitation to Bid should be addressed in writing to Paul A. Lucius, Executive Director of Procurement, email: 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.

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

19. **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. Performs 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 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.

20. **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.

21. **BID CONSIDERATION**

Bid Price(s) shall be valid through **June 30, 2027**. 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.

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 ensure 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>.

22. **RETURN POLICY (if required)**

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

23. **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.

24. **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 twelve (12) 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.

25. **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.

26. **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.

27. **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.

28. **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.

INDEMNITY AND INSURANCE

- A. The Contractor shall indemnify and hold harmless the NOLA-PS, 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. Workers Compensation and Employers Liability: Workers’ Compensation insurance limits as required by the Statutory Labor Code of the State of Louisiana and Employer’s Liability coverage with a minimum limit of \$1,000,000. The policy shall include a waiver of subrogation in favor of the District (NOLA-PS).
 2. General Liability insurance including Products/Completed Operations Coverage and Contractual Coverage. The minimum limits of liability for bodily injury shall be \$1,000,000 per occurrence and \$1,000,000 aggregate and for property damages no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy shall include a waiver of subrogation in favor of the NOLA-PS. The additional insured endorsement will also be needed.
 3. Automobile Liability insurance including coverage on all non-owned and hired vehicles used in conjunction with the contract. Minimum limits of liability \$250,000/\$500,000 bodily injury and \$100,000 Property Damage. The policy shall include a waiver of subrogation in favor of the NOLA-PS.
 4. The proposer guarantees to give a minimum of thirty (30) days written notice of cancellation, major change, or expiration of insurance.
 5. The proposer shall furnish the NOLA-PS with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The NOLA-PS will be shown as the certificate holder.

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 NOLA-PS shall be solely responsible for the contents of any information or documentation, which NOLA-PS 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
REQUIRED CONTRACT PROVISIONS**

CHECKOFF LIST FOR VENDORS

Required Contract Provisions from Appendix II of 2 CFR Part 200

1. _____ Read the **Equal Employment Opportunity** Provision.
 Initial

2. _____ Read the **Copeland “Anti-Kickback Act”** (40 U.S.C 3145)
 Initial Provision

3. _____ Read the **Civilian Agency Acquisition Council and the Defense**
 Initial **Acquisition Regulation Council (Councils)** 41 U.S.C. 1908

4. _____ Read the **Termination of Contracts** Provision
 Initial

5. _____ Read the **Clean Air Act** (42 U.S.C. 7401-7671q.) **and the**
 Initial **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387) Provision

6. _____ Read and Sign the **Debarment and Suspension** (Executive
 Initial Orders 12549 and 12689) Provision

7. _____ Read the **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)
 Initial

Required Contract Provisions from 2 CFR Part 200

1. _____ Read **Procurement of recovered materials** Provision
 Initial

Required Contract Provisions from 2 CFR Part 200

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

Other Contract Provisions

1. _____ Read the **Civil Rights Statement** Provision
 Initial

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions (Form AD-1048)

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).

(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: Each responsive proposer must include this certification statement with each proposal 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 whom 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.

CERTIFICATION REGARDING LOBBYING

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

The undersigned certifies, to the best of this 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 of Vendor: _____

Address of Vendor: _____

Title of Submitting

Official: _____

Signature: _____

Date: _____

**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.
	<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 align="center">OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p align="center">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.

(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.
	<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 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 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 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 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

BIDDER'S CERTIFICATION AND INVITATION TO BID

This form is to be completed, signed and left attached to the Bidding Documents and email to the Orleans Parish School Board at procurement@nolapublicschools.com by the time and date advertised.

DATE: _____

Orleans Parish School Board
PROCUREMENT DEPARTMENT
2401 Westbend Expressway
New Orleans, LA 70114

Re: Invitation to Bid No. 27-CN-0001 | Milk and Dairy Products

Respondents:

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 **June 30, 2027**.

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 **June 30, 2027**.

Signature of Company Representative: _____

Representative's Title: _____ Date: _____

SEE ATTACHED SPECIFICATIONS.

Authority to Contract on behalf of Company

PRINCIPALS OF THE COMPANY

PRESIDENT: _____

VICE-PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

BIDDER: _____

SIGNATURE: _____

NAME: _____

ADDRESS: _____

CITY, STATE, and ZIP: _____

AREA CODE & PHONE: _____

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:

In submitting this Bid, the Bidder agrees to the terms and conditions of the Invitation to Bid, including the Specifications and instructions to Bidders. If this bid is signed by a partner, the person hereby states that he/she has the authority to bind the partnership; if signed by a corporate officer or employee, that person hereby states that he or she has the authority to bind the corporation. **(Corporate Resolution or written evidence (i.e. memo, letterhead, or board minutes) of the authority of the person signing the proposal is required to be attached and submitted with the Bid Documents.**

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 proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer 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 proposer, or to fix any overhead, profit or cost element, or that of any other proposer, 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)

ORLEANS PARISH SCHOOL BOARD STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with Orleans Parish School Board:

- a. The Proposer, Bidder or Vendor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NOLA-PS Official, Board Member or employee or to any member of the immediate family of any such NOLA-PS Official or employee, or partnership, firm or corporation with which they are employed or associated, or in which such NOLA-PS Official, Board Member or employee has an interest. {"Immediate family" means children, the spouses of the children, brothers and their spouses, sisters and their spouses, parents, spouse, and the parents of the spouse. La. R.S. 42:1102(13)}.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NOLA-PS Official or employee from the contractor shall be reported in writing forthwith by the contractor to the NOLA-PS Official.
- c. The Proposer, Bidder or Vendor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any NOLA-PS Official, Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the NOLA-PS, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest.
- d. Any relationships subject to this provision shall be reported in writing forthwith to the NOLA-PS Official, who may grant a waiver of this restriction upon application of the NOLA-PS Official, Board Member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- e. No Proposer, Bidder or Vendor shall influence, or attempt to influence or cause to be influenced, any NOLA-PS Official, Board Member or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- f. No Proposer, Bidder or Vendor shall cause or influence, or attempt to cause or influence, any NOLA-PS Official, Board Member or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the NOLA-PS upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's proposal. Notices from the contractor to the NOLA-PS shall be addressed and mailed by certified mail to the attention of the Director of Procurement,

CLAIMS: Claims asserted shall be subject to the Louisiana Law.

APPLICABLE LAW: The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of Louisiana without reference to conflict of laws principles.

Authorized Signature _____

Title _____

Company Name _____

Date _____

BIDDER GUARANTIES AND WARRANTIES

- A. Proposer warrants that it is willing and able to comply with the State of Louisiana laws with respect to foreign (non-state of Louisiana) corporations/entities.
- B. Proposer warrants that it will obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of NOLA-PS.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- E. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Sections I - IV required.

Signature of Official:

Name (printed):

Title:

Firm:

Date:

17.0 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 fur 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 13 will comply will 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: _____

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 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

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 **June 30, 2027** 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
2026-2027

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 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