

INVITATION TO BID

STATE OF LOUISIANA

Calcasieu Parish School System

Office of Purchasing



BIDS WILL BE PUBLICLY OPENED:

Date & Time:

=====> SOLICITATION # :

2023-08-P

OPENING DATE :

2.28.22

=====>

VENDOR NAME AND ADDRESS

Brothers Produce Inc.
3713 Produce Row
Houston, TX 77023FILL IN VENDOR NAME AND CONTACT NAME,
ADDRESS ABOVE, BEFORE SUBMITTING BID.**RETURN BID TO**Purchasing Department
Calcasieu Parish School System
3310 Broad Street Room 1300
Lake Charles, LA 70615BUYER
BUYER PHONEJacqueline Richard
(337) 217-4000

REQ. DEPARTMENT

Food Services

OFFICE OF PURCHASING

FISCAL YEAR

2022 - 2023

SCHEDULED END DATE

03.14.22

ITEM(S) FOR:

Fresh Produce for the 2022/2023 School Year

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS
2. ALL BID PRICES **MUST** BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATIONS TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE SIGNED MANUALLY IN INK UNLESS SUBMITTED ELECTRONICALLY IN ACCORDANCE WITH CURRENT STATE STATUTES.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. LAKE CHARLES, LA OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C. O. D." REQUIREMENTS ARE NOT ACCEPTABLE. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. NO "SHORT PAYMENT" OF INVOICES ARE ALLOWED
5. DESIRED DELIVERY 45 DAYS AFTER RECEIPT OF ORDER OR SOONER

ANY QUESTIONS ABOUT ANY ITEM SHOULD BE DIRECTED TO BUYER AND PURCHASING DEPARTMENT.

CONDITIONS CONTINUED ON NEXT PAGE

VENDOR PHONE NUMBER: 713.924.496 ext 414

FAX NUMBER: 713.924.4886

TITLE VP Operations

DATE 3.09.22

PRINTED NAME OF PERSON SIGNING BID

Melissa Favre

SIGNATURE (MUST BE SIGNED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
BID NUMBER: <i>2015-08 P</i> OPEN DATE: <i>2-17-12</i> TIME:		BIDDER: <i>Brothers Produce Inc.</i>	PAGE 2

6. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE FURNISHED FOR THAT PURPOSE

7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION

8. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO. 28). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN

9. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

10. CONFERENCE:
IN SOME CASES, NON-MANDATORY PRE-BID CONFERENCES MAY BE HELD.

11. BID FORMS.
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 28). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND.
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE DISTRICT'S STANDARD FORMS.
- D. BIDS WITH MORE THAN ONE PRICE PER ITEM

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. FAX OR EMAIL SUBMISSIONS ARE NOT ACCEPTABLE.

12. STANDARDS OF QUALITY.
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

13. DESCRIPTIVE INFORMATION.
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR CALCASIEU PARISH SCHOOL BOARD TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

14. BID OPENING.
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE CALCASIEU PARISH SCHOOL BOARD DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED UNLESS VENDOR HAS PROVIDED A SELF ADDRESSED STAMPED ENVELOPE IN ORIGINAL BID PACKET.

15. AWARDS.
THE CALCASIEU PARISH SCHOOL BOARD RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS THAT ARE IN THE BEST INTEREST OF THE CALCASIEU PARISH SCHOOL BOARD.

16. PRICES.
UNLESS OTHERWISE SPECIFIED BY THE CALCASIEU PARISH SCHOOL BOARD IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID TO OUR DOCK AT 3310 BROAD STREET, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD NOT TO EXCEED ONE CALENDAR YEAR. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

17. DELIVERIES.
BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION AS INDICATED BY THE BIDDER.

18. TAXES.
VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. AS A POLITICAL SUBDIVISION IN THE STATE OF LOUISIANA IN ACCORDANCE WITH STATUTE, THE CALCASIEU PARISH SCHOOL SYSTEM IS EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

19. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

20. CONTRACT RENEWALS.
UPON AGREEMENT OF THE CALCASIEU PARISH SCHOOL BOARD AND THE VENDOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
BID NUMBER: 2023-08-P Time:		BIDDER: Brothers Produce Inc.	
OPEN DATE: 2/28/22		PAGE 3	

21. CONTRACT CANCELLATION.
THE CALCASIEU PARISH SCHOOL BOARD HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE AND CONVENIENCE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING:
- (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;
 - (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
 - (3) MISREPRESENTATION BY THE VENDOR;
 - (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE DISTRICT;
 - (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
 - (6) ANY OTHER BREACH OF CONTRACT.
22. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE DISTRICT HAS DETERMINED THE VENDOR TO BE IN DEFAULT, THE DISTRICT RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.
23. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
24. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA AND FEDERAL LAW APPLICABLE TO USDA/FNS CHILD NUTRITION PROGRAMS.
25. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, AND VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.
26. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.
27. INDEMNITY.
VENDOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE CALCASIEU PARISH SCHOOL BOARD, 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 VENDOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE VENDOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE DISTRICT, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.
28. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:
1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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Bid Delivery Instructions for Calcasieu Parish School System:

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BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT ALWAYS MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

Bids may be delivered by hand or courier service to our physical location as follows:

Purchasing Department
Room 1300
3310 Broad Street
Lake Charles, LA 70615

BIDS MAY ALSO BE SUBMITTED ELECTRONICALLY IN ACCORDANCE WITH ACT 690 OF THE 2008 LOUISIANA LEGISLATURE AT

WWW.CENTRALBIDDING.COM

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
BID NUMBER: <u>200-08-P</u> OPEN DATE: <u>2-28-22</u> Time:		BIDDER: <u>Brothers Produce Inc.</u>	
		PAGE 4	

EXTREMELY IMPORTANT

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL ROOM NUMBER LOCATION NOTED ABOVE. BIDS SPECIFICALLY NOT DELIVERED TO ROOM 1300 AT THE ABOVE ADDRESS BY COURIER OR USPS WILL NOT BE CONSIDERED.

BID DELIVERY DELAYS: THE CALCASIEU PARISH SCHOOL SYSTEM IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY. BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS: IN ACCORDANCE WITH BID PROVISIONS, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

TERMS & CONDITIONS: THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE ITEMS HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

THE PURCHASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

SUBSTITUTES: ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE "PRIOR" WRITTEN APPROVAL OF THE SUPERVISOR OF PURCHASING, THE BUYER OR THEIR DESIGNEE.

INVOICES: INVOICES FOR ITEMS ON PURCHASE ORDERS WILL BE SUBMITTED TO THE CALCASIEU PARISH SCHOOL SYSTEM ACCOUNTS PAYABLE DEPARTMENT. INVOICES MUST INCLUDE THE PURCHASE ORDER NUMBER AND SHALL HAVE REFERENCE TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, QUANTITIES, UNIT PRICES AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE VENDOR IN DUPLICATE DIRECTLY TO THE ACCOUNTS PAYABLE DEPARTMENT. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE VENDOR'S OWN INVOICE FORM.

PAYMENT: PAYMENTS TO INVOICES WILL BE MADE EITHER ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT FOR ITEMS RECEIVED ONLY. BACK ORDERED ITEMS, DAMAGED OR "PENDING" REPLACEMENT ITEMS WILL NOT BE PAID UNTIL ALL ITEMS ARE RECEIVED. THESE PAYMENTS IN NO WAY RELIEVE THE VENDOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF ANY ORDER. PAYMENT WILL BE MADE TO VENDOR AT ADDRESS SHOWN ON THE ORDER. THE CALCASIEU PARISH SCHOOL SYSTEM CANNOT "SHORTY-PAY" ANY INVOICE AS IT WOULD BE IN VIOLATION OF DISTRICT ACCOUNTING POLICIES.

VENDOR LIST: THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME VENDOR ON ANY ASPECT OF THIS SOLICITATION. IF ADDITIONAL VENDOR DISTRIBUTORS ARE AUTHORIZED TO FULFILL IN WHOLE OR PART ANY PORTION OF THIS SOLICITATION, THE BIDDER MUST SUBMIT WITH THE BID A LIST OF THOSE ADDITIONAL AUTHORIZED AGENTS OR DISTRIBUTORS, INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME VENDOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR AND/OR AUTHORIZED AGENTS LISTED.

CONTRACTUAL PERIOD: THE CALCASIEU PARISH SCHOOL BOARD INTENDS TO AWARD ALL ITEMS IN THIS SOLICITATION FOR AN INITIAL PERIOD NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDED BEYOND THE ANTICIPATED STARTING DATE MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THIS SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN TWELVE (12) MONTHS.

EXTENSIONS: AT THE OPTION OF THE CALCASIEU PARISH SCHOOL SYSTEM AND ACCEPTANCE BY THE VENDOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

QUANTITIES: THIS IS AN OPEN-ENDED REQUIREMENTS SOLICITATION. QUANTITIES SHOWN ARE BASED ON PREVIOUS USAGES OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF ONE (1) MAY INDICATE A LACK OF HISTORY ON THE ITEM. 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 SHOWN.

CDBG/EEOC COMPLIANCE RIDER: BY SUBMITTING AND SIGNING THIS BID, THE BIDDER CERTIFIES THAT HE AGREES TO ADHERE TO THE MANDATES DICTATED BY SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS AMENDED IN SECTION 109 OF THE HOUSING AND COMMUNITY ACT OF 1974.

CERTIFICATION OF NO SUSPENSION OR DEBARMENT: BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DISBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.SAM.GOV

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
BID NUMBER: <u>W3-08-P</u> OPEN DATE: <u>1-24-22</u> Time:		BIDDER: <u>Brothers Produce Inc.</u>	PAGE 5

CONTRACT PERFORMANCE EVALUATION: IN AN EFFORT TO IMPROVE OUR SOLICITATIONS TO MEET THE NEEDS OF THE INDIVIDUALS WE SERVE, THE VENDOR'S PERFORMANCE WILL BE MONITORED. INDIVIDUAL FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING.

LICENSING: BIDDERS MUST BE PROPERLY LICENSED BY THE STATE OF LOUISIANA IN ORDER TO CONDUCT BUSINESS THROUGH THIS CONTRACT. IN AREAS OF SOLICITATION WHERE NO LICENSE IS REQUIRED, BIDDER MUST BE CURRENTLY REGISTERED WITH THE STATE OF LOUISIANA, SECRETARY OF STATE CORPORATIONS DATABASE. FAILURE TO BE CURRENTLY REGISTERED MAY BE REASON FOR BID REJECTION.

PERMITTING: BY SIGNING THIS DOCUMENT, THE BIDDER ASSURES THE CALCASIEU PARISH SCHOOL SYSTEM THAT HE HAS OBTAINED ALL REQUIRED PERMITS AND OR CERTIFICATES NECESSARY TO LEGALLY PERFORM BUSINESS TRANSACTIONS WITHIN THE JURISDICTION OF THE PARISH OF CALCASIEU, AND THE STATE OF LOUISIANA

FORCE MAJEURE: THE INABILITY OF CPSB TO USE THE GOODS/MATERIALS/SUPPLIES WHICH ARE THE SUBJECT OF THIS BID BECAUSE OF A FORCE MAJEURE EVENT OR OCCURRENCE OF A FORCE MAJEURE EVENT WHICH RENDERS THE USE OF GOODS/MATERIALS/SUPPLIES BY CPSB IMPRACTICAL, SHALL BE CAUSE FOR CPSB TO TERMINATE OR CANCEL THE BID OR BID PROCESS AND/OR WITHDRAW THE ACCEPTANCE OF A BID OR AWARD OF A CONTRACT AT ANY TIME PRIOR TO PAYMENT BY CPSB PURSUANT HERETO.

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 END-Standard Terms & Conditions

(The following pages are Product Specifications and Pricing Sheets)

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ADDITIONAL SPECIFICATIONS FOR BID

See attached for product descriptions and price submission.

Prices shall include all charges (including freight and sales tax) that may be imposed in fulfilling the terms of this contract. CPSB is tax exempt.

For each item offered "as equal" to the brand name specified, each bidder is required to furnish, with his bid, catalog cuts and/or descriptive literature properly labeled with the bid and item number with full illustrations and detailed specifications. In addition, all differences in specifications from brand name must be so marked for the purpose of bid evaluation. FAILURE TO SUBMIT THE DESCRIPTIVE LITERATURE SHALL BE CAUSE FOR REJECTION OF THAT ITEM AND/OR ENTIRE BID.

All items must be inspected by franchise dealer for shipping damage and re-adjusted for maximum playing condition, prior to delivery.

All items must be fully assembled and ready to use, prior to delivery.

All items must be provided with a free cleaning kit and name tag identifying the school assignment.

Awarded bidder must be able to provide one (1) year of free repair service for each respective item. Free repair service shall apply to manufacturer's defects and any free repairs covered under the manufacturer's warranty.

All manufacturer warranties shall be honored, and each bidder must be an authorized warranty center for each manufacturer.

VENDOR PRICE SUBMISSION SHEET

INVITATION TO BID

BID NUMBER: 2023-08-P

BIDDER:

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OPEN DATE: 2-28-22

TIME: P

Brothers Produce Inc.

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	Red Delicious Apples 125ct	1800	40lb.	\$42.80	\$77,040.00
2	Banana	1025	40lb.	\$25.80	\$41,925.00
3	Green Cabbage	200	50lb.	\$20.50	\$4,100.00
4	Cantaloupe 12ct.	2500	40lb.	\$21.20	\$53,000.00
5	Baby Carrots	1500	20lb.	\$26.00	\$39,000.00
6	whole celery	350	40lb.	\$30.60	\$10,710.00
7	Cucumbers	750	45lb.	\$34.20	\$25,650.00
8	Green Seedless Grapes	1000	18lb.	\$49.86	\$49,860.00
9	Red seedless Grapes	2000	18lb.	\$52.56	\$105,120.00
10	Kiwi	1275	8lb.	\$20.00	\$25,500.00
11	Green Leaf Lettuce	1500	25lb.	\$28.00	\$42,000.00
12	Diced Green Onions	500	3lb.	\$25.50	\$12,750.00
13	Diced Onions	1500	20lb.	\$55.00	\$82,500.00
14	Oranges	1500	40lb.	\$41.60	\$62,400.00
15	Diced Green Peppers	700	5lb.	\$22.75	\$15,925.00
16	salad Mix- 3way	1250	20lb.	\$26.00	\$32,500.00
17	strawberries	3000	8lb.	\$30.00	\$90,000.00
18	Grape Tomatoes	2750	8lb.	\$20.00	\$55,000.00
19	Watermelons	1500	ea. (6-8 lbs)	\$14.50	\$21,750.00
				TOTAL	\$0.00

\$846,730.00



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

Bid#2023-08-P Produce for Food Services
Calcasieu Parish School System

Project documents obtained from www.CentralBidding.com

09-Mar-2022 07:31:02 AM

NOTICE TO BIDDERS

THE CALCASIEU PARISH SCHOOL BOARD WILL ISSUE A SEALED BID FOR FOOD AND SUPPLIES,
FOOD SERVICES DEPT BID 2022-08

DATES AS FOLLOWS:

*ISSUANCE OF BID 3/22/2021

*BID CLOSES 4/15/2021 @ 9:00 A.M. CST

*FINAL AWARD NOTIFICATION 5/11/2021 CPSB BOARD MEETING

A COMPLETE LIST OF ITEMS TO BE PURCHASED AND SPECIFICATIONS MAY BE OBTAINED
FROM THE PURCHASING DEPARTMENT, 3310 BROAD STREET, LAKE CHARLES, LA 70615 OR BY
VISITING THE FOLLOWING WEBSITES:
WWW.CENTRALBIDDING.COM OR WWW.CPSB.ORG

KARL BRUCHHAUS, SUPERINTENDENT
CALCASIEU PARISH SCHOOL SYSTEM

LAKE CHARLES AMERICAN PRESS

MAR 22 & 29, 2021
DATE TO RUN AD

INVITATION TO BID**STATE OF LOUISIANA**

Calcasieu Parish School System

Office of Purchasing

**BIDS WILL BE PUBLICLY OPENED:**

Date & Time: 4/15/21 @ 9:00 A.M.

====> SOLICITATION #:

2022-08

OPENING DATE:

Apr 15, 2021

====>

VENDOR NAME AND ADDRESS

Brothers Produce Inc.
3173 Produce Row
Houston, TX 77023**FILL IN VENDOR NAME AND CONTACT NAME,
ADDRESS ABOVE, BEFORE SUBMITTING BID.****RETURN BID TO****Purchasing Department
Calcasieu Parish School System
3310 Broad Street Room 1300
Lake Charles, LA 70615**

BUYER

JACQUELINE RICHARD

BUYER PHONE

(337) 217-4000

REQ. DEPARTMENT

FOOD SERVICES

OFFICE OF PURCHASING

FISCAL YEAR

2022

SCHEDULED END DATE

Apr 15, 2021

ITEM(S) FOR: FOOD AND SUPPLIES FOR THE 2021/2022 SCHOOL YEAR

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS
2. ALL BID PRICES **MUST** BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATIONS TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE SIGNED MANUALLY IN INK UNLESS SUBMITTED ELECTRONICALLY IN ACCORDANCE WITH CURRENT STATE STATUTES.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. LAKE CHARLES, LA OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C. O. D." REQUIREMENTS ARE NOT ACCEPTABLE. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. NO "SHORT PAYMENT" OF INVOICES ARE ALLOWED
5. DESIRED DELIVERY 45 DAYS AFTER RECEIPT OF ORDER OR SOONER

ANY QUESTIONS ABOUT ANY ITEM SHOULD BE DIRECTED TO BUYER AND PURCHASING DEPARTMENT.

CONDITIONS CONTINUED ON NEXT PAGE

VENDOR PHONE NUMBER: 713.924.4196 ext 416

FAX NUMBER: 713.921.4886

TITLE VP. Operations

DATE 3.9.22

PRINTED NAME OF PERSON SIGNING BID

Melissa Farek

SIGNATURE (MUST BE SIGNED)

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<p>6. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE FURNISHED FOR THAT PURPOSE</p> <p>7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION</p> <p>8. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO. 28). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN</p> <p>9. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>10. CONFERENCE: IN SOME CASES, NON-MANDATORY PRE-BID CONFERENCES MAY BE HELD.</p> <p>11. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 28). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: <u>A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND.</u> <u>B. BID FILLED OUT IN PENCIL; AND</u> <u>C. BID NOT SUBMITTED ON THE DISTRICT'S STANDARD FORMS.</u> <u>D. BIDS WITH MORE THAN ONE PRICE PER ITEM</u> BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. FAX OR EMAIL SUBMISSIONS ARE NOT ACCEPTABLE.</p> <p>12. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR CALCASIEU PARISH SCHOOL BOARD TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE CALCASIEU PARISH SCHOOL BOARD DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED UNLESS VENDOR HAS PROVIDED A SELF ADDRESSED STAMPED ENVELOPE IN ORIGINAL BID PACKET.</p> <p>15. AWARDS. THE CALCASIEU PARISH SCHOOL BOARD RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS THAT ARE IN THE BEST INTEREST OF THE CALCASIEU PARISH SCHOOL BOARD.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY THE CALCASIEU PARISH SCHOOL BOARD IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID TO OUR DOCK AT 3310 BROAD STREET, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD NOT TO EXCEED ONE CALENDAR YEAR. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION AS INDICATED BY THE BIDDER.</p> <p>18. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. AS A POLITICAL SUBDIVISION IN THE STATE OF LOUISIANA IN ACCORDANCE WITH STATUTE, THE CALCASIEU PARISH SCHOOL SYSTEM IS EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20. CONTRACT RENEWALS. UPON AGREEMENT OF THE CALCASIEU PARISH SCHOOL BOARD AND THE VENDOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p>			

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<p>21. CONTRACT CANCELLATION. THE CALCASIEU PARISH SCHOOL BOARD HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE AND CONVENIENCE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING:</p> <ol style="list-style-type: none"> (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE VENDOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE DISTRICT; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT. 			
<p>22. DEFAULT OF CONTRACTOR. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE DISTRICT HAS DETERMINED THE VENDOR TO BE IN DEFAULT, THE DISTRICT RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p>			
<p>23. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p>			
<p>24. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA AND FEDERAL LAW APPLICABLE TO USDA/FNS CHILD NUTRITION PROGRAMS.</p>			
<p>25. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, AND VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p>			
<p>26. SPECIAL ACCOMMODATION. ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p>			
<p>27. INDEMNITY. VENDOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE CALCASIEU PARISH SCHOOL BOARD, 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 VENDOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE VENDOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE DISTRICT, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p>			
<p>28. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			
<p>=====</p> <p>Bid Delivery Instructions for Calcasieu Parish School System:</p> <p>=====</p>			
<p>BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT ALWAYS MAKE DELIVERIES TO OUR PHYSICAL LOCATION.</p>			
<p>Bids may be delivered by hand or courier service to our physical location as follows:</p> <p style="padding-left: 40px;">Purchasing Department Room 1300 3310 Broad Street Lake Charles, LA 70615</p>			
<p>BIDS MAY ALSO BE SUBMITTED ELECTRONICALLY IN ACCORDANCE WITH ACT 690 OF THE 2008 LOUISIANA LEGISLATURE AT</p> <p style="text-align: center;">WWW.CENTRALBIDDING.COM</p>			

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EXTREMELY IMPORTANT

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL ROOM NUMBER LOCATION NOTED ABOVE. BIDS SPECIFICALLY NOT DELIVERED TO ROOM 1300 AT THE ABOVE ADDRESS BY COURIER OR USPS WILL NOT BE CONSIDERED.

BID DELIVERY DELAYS: THE CALCASIEU PARISH SCHOOL SYSTEM IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY. BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS: IN ACCORDANCE WITH BID PROVISIONS, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

TERMS & CONDITIONS: THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE ITEMS HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

THE PURCHASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

SUBSTITUTES: ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE "PRIOR" WRITTEN APPROVAL OF THE SUPERVISOR OF PURCHASING, THE BUYER OR THEIR DESIGNEE.

INVOICES: INVOICES FOR ITEMS ON PURCHASE ORDERS WILL BE SUBMITTED TO THE CALCASIEU PARISH SCHOOL SYSTEM ACCOUNTS PAYABLE DEPARTMENT. INVOICES MUST INCLUDE THE PURCHASE ORDER NUMBER AND SHALL HAVE REFERENCE TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, QUANTITIES, UNIT PRICES AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE VENDOR IN DUPLICATE DIRECTLY TO THE ACCOUNTS PAYABLE DEPARTMENT. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE VENDOR'S OWN INVOICE FORM.

PAYMENT: PAYMENTS TO INVOICES WILL BE MADE EITHER ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT FOR ITEMS RECEIVED ONLY. BACK ORDERED ITEMS, DAMAGED OR "PENDING" REPLACEMENT ITEMS WILL NOT BE PAID UNTIL ALL ITEMS ARE RECEIVED. THESE PAYMENTS IN NO WAY RELIEVE THE VENDOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF ANY ORDER. PAYMENT WILL BE MADE TO VENDOR AT ADDRESS SHOWN ON THE ORDER. THE CALCASIEU PARISH SCHOOL SYSTEM CANNOT "SHORTY-PAY" ANY INVOICE AS IT WOULD BE IN VIOLATION OF DISTRICT ACCOUNTING POLICIES.

VENDOR LIST: THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME VENDOR ON ANY ASPECT OF THIS SOLICITATION. IF ADDITIONAL VENDOR DISTRIBUTORS ARE AUTHORIZED TO FULFILL IN WHOLE OR PART ANY PORTION OF THIS SOLICITATION, THE BIDDER MUST SUBMIT WITH THE BID A LIST OF THOSE ADDITIONAL AUTHORIZED AGENTS OR DISTRIBUTORS, INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME VENDOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR AND/OR AUTHORIZED AGENTS LISTED.

CONTRACTUAL PERIOD: THE CALCASIEU PARISH SCHOOL BOARD INTENDS TO AWARD ALL ITEMS IN THIS SOLICITATION FOR AN INITIAL PERIOD NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDED BEYOND THE ANTICIPATED STARTING DATE MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THIS SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN TWELVE (12) MONTHS.

EXTENSIONS: AT THE OPTION OF THE CALCASIEU PARISH SCHOOL SYSTEM AND ACCEPTANCE BY THE VENDOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

QUANTITIES: THIS IS AN OPEN-ENDED REQUIREMENTS SOLICITATION. QUANTITIES SHOWN ARE BASED ON PREVIOUS USAGES OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF ONE (1) MAY INDICATE A LACK OF HISTORY ON THE ITEM. 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 SHOWN.

CDBG/EEOC COMPLIANCE RIDER: BY SUBMITTING AND SIGNING THIS BID, THE BIDDER CERTIFIES THAT HE AGREES TO ADHERE TO THE MANDATES DICTATED BY SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS AMENDED IN SECTION 109 OF THE HOUSING AND COMMUNITY ACT OF 1974.

CERTIFICATION OF NO SUSPENSION OR DEBARMENT: BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DISBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.SAM.GOV

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CONTRACT PERFORMANCE EVALUATION: IN AN EFFORT TO IMPROVE OUR SOLICITATIONS TO MEET THE NEEDS OF THE INDIVIDUALS WE SERVE, THE VENDOR'S PERFORMANCE WILL BE MONITORED. INDIVIDUAL FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING.

LICENSING: BIDDERS MUST BE PROPERLY LICENSED BY THE STATE OF LOUISIANA IN ORDER TO CONDUCT BUSINESS THROUGH THIS CONTRACT. IN AREAS OF SOLICITATION WHERE NO LICENSE IS REQUIRED, BIDDER MUST BE CURRENTLY REGISTERED WITH THE STATE OF LOUISIANA, SECRETARY OF STATE CORPORATIONS DATABASE. FAILURE TO BE CURRENTLY REGISTERED MAY BE REASON FOR BID REJECTION.

PERMITTING: BY SIGNING THIS DOCUMENT, THE BIDDER ASSURES THE CALCASIEU PARISH SCHOOL SYSTEM THAT HE HAS OBTAINED ALL REQUIRED PERMITS AND OR CERTIFICATES NECESSARY TO LEGALLY PERFORM BUSINESS TRANSACTIONS WITHIN THE JURISDICTION OF THE PARISH OF CALCASIEU, AND THE STATE OF LOUISIANA

.....
END-Standard Terms & Conditions

(The following pages are Product Specifications and Pricing Sheets)

.....
ADDITIONAL SPECIFICATIONS FOR BID

- Vendors are required to submit all Nutrition Fact Labels, CN Labels, and Product Formulation Statements for applicable products and **must be labeled with coordinating line item number.** Missing labels may result in bid disqualification.
- Submit only one (1) price per line item, NO ALTERNATE PRICING ALLOWED. Multiple price submissions may result in bid disqualification.
- Questions concerning approved or pre-approved equals may be directed to Jacqueline Richard, Food Service Director at Jacquelineb.richard@cpsb.org and requests for samples to be considered must be received in Food Service Department at 3310 Broad Street, Lake Charles, LA 70615 on or before bid opening date and time.
- Regarding deliveries: Vendor agrees that in submitting this bid, he/she will deliver product on an "as needed" basis with no additional charges for delivery, fuel costs, truck charges or other handling/shipping charges. NO MINIMUM CASE DELIVERY will be awarded.
- See attached pages for specifications and pricing submissions.
- Bread line items 7, 8, 10 & 11 to be awarded on an "all or none" basis.

SNP Vendor Information Sheet

CPSB School Nutrition Program is requesting the following information be completed by all bidders. It saves time in establishing the first order(s).

- 1 Company Name: Brothers Produce Inc.
- 2 Address to include state and zip code
P.O. BOX 1201 (Remit Payment Address)
Friendswood, TX 77549

- 3 Contact's Name when placing order: Brothers Produce EFS
- 4 Contact's Email Address: efs@brothersproduce.com
- 5 Contact's Phone Number: 281-254-8357
Contact's Fax Number: 713-921-4886
- 6 How far in advance do orders need to be placed to get items in at requested date?
1 week prior to delivery

Required Contract Provisions from Appendix II of 2 CFR Part 200

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (Appendix II of 2 CFR Part 200E).

2. The vendor shall comply with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or 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 (Appendix II of 2 CFR Part 200 (D)).

3. Contracts for more than the simplified acquisition threshold currently set at \$150,000 for the federal threshold, or \$30,000 for the state threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate** (Appendix II of 2 CFR Part 200(A)).

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

VW Note: you have wording for termination for cause in your language, but not for convenience—need to add "for convenience and have to describe the manner in which termination will be implemented and how penalties or fees will be determined.

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

6. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders

12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549 (Appendix II of 2 CFR Part 200(H)).

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

Required Contract Provisions from 2 CFR Part 200

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

Required Contract Provisions from 7 CFR Part 210

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

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

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

A. Alternative substitute (s) that are domestic and meet the required specifications:
a. Price of the domestic food alternative substitute (s); and
b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.

B. Reason for exception: limited/lack of availability or price (include price):
c. Price of the domestic food product; and
d. Price of the non-domestic product that meets the required specification of the domestic product.

2. Contract provisions as required in 7 CFR Part 210.21(f) for all **cost reimbursable contracts**

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

Other Contract Provisions

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

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name The Calcasieu Parish School System

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

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

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

1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.

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

NAME OF FOOD ITEM

COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.

This product includes ☒ % U.S. Content. The product is grown in Guatemala

☒ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.

OR

☐ The cost of the U.S. product is significantly higher than the non-domestic product.

List prices and unit pack size below for item to be considered:

\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit

\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit

Banana

This product includes ☒ % U.S. Content. The product is grown in New Zealand

☐ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.

OR

☐ The cost of the U.S. product is significantly higher than the non-domestic product.

List prices and unit pack size below for item to be considered:

\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit

\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit

Kiwi

NAME OF FOOD ITEM

COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.

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

Company Name: Brothers produce Inc.

Signature: [Signature] Title: VP. Operations Date: 3-9-22

RETURN WITH YOUR BID

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

**ATTACHMENT V: SUSPENSION AND DEBARMENT CERTIFICATION
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**

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

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

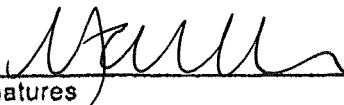
(Before completing certification, read instructions on next page.)

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

Brothers Produce Inc.
Organization Name

2023-08-P
PR/Award Number or Project Name

Melissa Farek VP. Operations
Name(s) and Titles of Authorized Representative(s)


Signatures

3-09-22
Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

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

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT W: LOBBYING CERTIFICATION

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

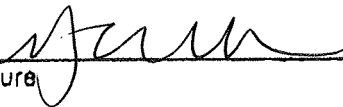
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails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

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Brothers Produce Inc.
Name/Address of Organization

Melissa Furek VP. Operations
Name/Title of Submitting Official

Signature 

Date 3.09.22

ATTACHMENT X: DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM -LLL

APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance		2. Status of Federal Action <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Postaward		3. Report Type <input type="checkbox"/> a. Initial Filing <input type="checkbox"/> b. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number: (if known)			9. Award Amount: (if known)		
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)			b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)		
11. Amount of Payment: (check all that apply) \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>			13. Type of Payment: (check all that apply) <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-Time Fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingency Fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> f. Other: (specify) _____		
12. Form of payment: (check all that apply) a. Cash Nature _____ b. In-kind (specify) Value _____					
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)					
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction		

ATTACHMENT Y: COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application control number assigned by the federal agency. Include prefixes; e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
 - b. Enter the full name of the individual performing services; and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
14. Check whether Continuation Sheets are enclosed.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Certificate of Independent Price Determination

Both the school food authority and the Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Brothers Produce Inc.

(Name of Vendor)

(Name of School Food Authority)

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Vendor certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To 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]

Signature of Vendor's
Authorized Representative

VP Operations

Title

3-09-22

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

Note: Accepting a bidder's offer does not constitute award of the contract.



Bid#2023-08-P Produce for Food Services
Calcasieu Parish School System

Project documents obtained from www.CentralBidding.com

09-Mar-2022 07:30:45 AM

INVITATION TO BID**STATE OF LOUISIANA**Calcasieu Parish School System
Office of Purchasing**Calcasieu Parish School Board**

Karl Bruchhaus, Superintendent

BIDS WILL BE PUBLICLY OPENED:

Date & Time:

====> SOLICITATION # :

2023-08-P

OPENING DATE :

2.28.22

====>

VENDOR NAME AND ADDRESS

Brothers Produce Inc.
3113 Produce Row
Houston, TX 77023FILL IN VENDOR NAME AND CONTACT NAME,
ADDRESS ABOVE, BEFORE SUBMITTING BID.**RETURN BID TO**Purchasing Department
Calcasieu Parish School System
3310 Broad Street Room 1300
Lake Charles, LA 70615BUYER
BUYER PHONEJacqueline Richard
(337) 217-4000

REQ. DEPARTMENT

Food Services

OFFICE OF PURCHASING

FISCAL YEAR

2022 2023

SCHEDULED END DATE

03.14.22

ITEM(S) FOR:

Fresh Produce for the 2022/2023 School Year

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS
2. ALL BID PRICES **MUST** BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATIONS TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE SIGNED MANUALLY IN INK UNLESS SUBMITTED ELECTRONICALLY IN ACCORDANCE WITH CURRENT STATE STATUTES.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. LAKE CHARLES, LA OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C. O. D." REQUIREMENTS ARE NOT ACCEPTABLE. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. NO "SHORT PAYMENT" OF INVOICES ARE ALLOWED
5. DESIRED DELIVERY 45 DAYS AFTER RECEIPT OF ORDER OR SOONER

ANY QUESTIONS ABOUT ANY ITEM SHOULD BE DIRECTED TO BUYER AND PURCHASING DEPARTMENT.

CONDITIONS CONTINUED ON NEXT PAGE

VENDOR PHONE NUMBER: 713.924.4196 ext 416

FAX NUMBER: 713.924.4866

TITLE VP. Operations

DATE 3.09.22

PRINTED NAME OF PERSON SIGNING BID

Melissa Farek

SIGNATURE (MUST BE SIGNED)