

**CHILD NUTRITION PROGRAM
ZACHARY COMMUNITY SCHOOL BOARD
4656 Main Street
Zachary, Louisiana 70791**

**Dry, Refrigerated, and Frozen Food Bid
2010-2011 Bid**

**GENERAL RULES, CONDITIONS AND INSTRUCTIONS TO BIDDERS
FOR DRY, REFRIGERATED AND FROZEN FOODS**

SECTION I: INSTRUCTIONS

The general rules and conditions that follow apply to all purchases and become a part of each formal invitation to bid, purchase order or other award issued by the Zachary Community School Board's Child Nutrition Program, unless otherwise specified. Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.

Sealed bids will be received by the Zachary Community School Board, Child Nutrition Program, 4656 Main Street, Zachary, Louisiana 70791 or submit electronically to Centrallauctionhouse.com up to 1:00 P.M. C.S.T. on June 17, 2010 for providing dry, refrigerated and frozen foods to Zachary Community Schools.

1. All bids shall be submitted sealed to the Zachary Community School Board, Child Nutrition Program on or before the above time and date. Bids received after the date and time designated for opening of bids, or any bid received unsealed, will not be considered. At the above time and place, bids will be publicly opened, including electronic bids at the Zachary Community School Board office, 4656 Main Street, Zachary, Louisiana 70791.
2. Enclosed are "Computerized Bid Quotation Forms," Specifications, General Rules, Conditions, Certification Statements and Instructions to Bidders. Bids shall be submitted in strict accordance with the specifications and instructions. Bids shall be submitted only on the forms provided. Please sign and return all documents where a signature is required, including the "Computerized Bid Quotation Form." A signature on these documents is required to complete the formal bid. All information on the bid form must be supplied to constitute a regular bid. Return only one copy. Bids must be signed by a duly authorized representative of the firm and returned in a sealed envelope marked "FOOD BID", indicating the date and hour of opening.
3. The bid form must be typed or completed in ink. Any corrections must be made by drawing a line through the error and writing in the correction. All corrections must be initialed by the person signing the bid. No corrections by erasure or use of correction fluid are allowable.
4. The bidder shall be solely responsible for the timely furnishing of bids. The bid must be returned by Federal Express, registered or certified US mail, return receipt requested, or hand delivered, at which time a receipt shall be issued, or could be submitted electronically at Centrallauctionhouse.com. The Child Nutrition Program will **NOT** consider bids returned by any other means.
5. The quantities of items specified are only indicative of the Child Nutrition Department's present estimate, based upon quantities used last school year. The Child Nutrition Department binds itself to take, and the contractor agrees to supply, **ONLY** what is actually required by the schools for the school session, 2010 – 2011.
6. The prices quoted shall include handling and delivery to Zachary Community Schools. A listing of schools, addresses and managers' names are attached online at Centrallauctionhouse.com.
7. Errors in quoted prices or in the preparation of the bid will not relieve the vendor except as provided under Louisiana Revised Statutes.
8. If there is a discrepancy between the unit price and the total price, the unit price will stand as the bid price.
9. Bid awards will not be announced at the public opening of bid.

10. Bids will be awarded on a **PER ITEM** basis to the responsible bidder whose bid is responsive and most advantageous to the Child Nutrition Program. The Zachary Community School Board and the Child Nutrition Program reserve the right to reject any and / or all bids.

SECTION II: SPECIFICATIONS:

1. Specification of certain brands, catalog number, make or manufacturer is to denote the quality, type and standard of the article desired that has been cited as meeting the needs of the Zachary Community School Board's Child Nutrition Program, however bids are invited on products that have been pre-approved by the Child Nutrition Department for products that are comparable and would equally satisfy requirements stated herein. Failure on the part of any bidder to supply all required information shall be cause to reject said bid from consideration. **BIDDERS SHALL OFFER ONLY ONE BRAND AND PRICE FOR EACH LINE ITEM BID. BIDDING MORE THAN ONE ITEM AND PRICE FOR A LINE ITEM SHALL BE CAUSE FOR REJECTION OF THAT ITEM.**
2. Articles offered must be new merchandise and must be of equal or superior grade.
3. All information required in the bid must be supplied to constitute a proper bid.
4. On lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to sufficiently identify the article(s) offered. Failure to do so may prevent consideration of the item bid.
5. Failure on the part of any bidder to supply all required information shall be cause to reject said bid from consideration.

SECTION III: TECHNICAL DATA

1. Complete manufacturer's specifications must accompany all bids when bidding an alternate, failure to submit complete manufacturer's specifications will be reason to reject the bid.
2. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal on the formal bid where specified. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the Zachary Community School Board specifications as written.

SECTION IV: BID SAMPLES

1. **Submittal:** Samples shall be submitted to the Child Nutrition Program, Att: Barbara Aucoin, 4656 Main Street, Zachary, Louisiana 70791, **TEN DAYS PRIOR TO THE BID OPENING.**
2. **Identification:** Each sample shall be identified with the bidder's name, bid number, bid item number, product trade name and identification (catalog number, model number, etc.) and / or as otherwise indicated in the bid invitation forms.
3. **Payment for Samples:** The Board will buy no samples and will assume no-cost incidental thereto. When samples are requested, they must be sent prepaid and within the specified time.
4. **Return of Samples:** Samples not destroyed in testing must be claimed by bidders within fourteen (14) days after bid award date. The Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.
5. **Rejection:** Failure to provide requested samples within specified time may result in forfeiture of award.
6. **Demonstration / Evaluation:** The Board reserves the right to request a demonstration in order to properly evaluate any item(s) on the bid. Failure to demonstrate as requested within reason acceptable to the Board shall be reason to reject the bid.

SECTION V: EVALUATION OF OFFERS

The Zachary Community School Board, in making its award, will consider the lowest responsive bidder. The Zachary Community School Board and the Child Nutrition Program reserve the right to reject any and / or all bids.

1. **Bids for All or Part:** With the exception of public works projects, the Board reserves the right to award on an **"ALL-OR-NONE"** and / or partial basis whichever is in the best interest of the Zachary Community School Board. Bidder may restrict his bid to consideration as **"ALL-OR-NONE"** by so stating, but shall give a unit price for each item; any bid in which the bidder names a total price for all the articles without quoting a price on each unitized item shall be rejected.
 - A. **Errors in Bid:** Bids containing errors may be withdrawn by the contractor in accordance with L.R.S. 38:2214.C. Erasures or changes in bids must be initialed.
 - B. **Tie Bids:** Tie bids will be decided on the basis of drawing lots, unless only one instate vendor is involved. In these cases, preference will be given to the instate vendor as provided for in L.R.S. 38:2225.C.
 - C. **Ability and Experience:** Consideration used for determining bidder responsibility include "financial ability, skill, integrity, business judgment, experience, reputation, quality of previous work on contracts, and any other similar factors bearing on bidders ability to successfully perform the contract." Each proposal will receive equal consideration and special attention directed to the contractor's qualifications as provided for in L.R.S. 38:1126.C (2) (a).

SECTION VI: PURCHASES WITHOUT BID SECURITY, CONTRACTS AND PERFORMANCE (DELIVERY) SECURITY

1. **FAILURE TO PERFORM:** In the event a successful bidder fails to perform (deliver) on an awarded bid and no bid security and / or performance securities were required, the Board shall declare the bidder in default. The Board then has the option of excusing the bidder if it determines good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be the Board's option to invoke the following:
 - A. Payment to the Board in the amount equal to the difference between the unit price bid times the quantity on an item to item basis of that of the successful bidder and the next responsible low bidder(s) and/or
 - B. If it becomes necessary to re-bid, payment to the Board in the amount equal to the difference between the unit price times the quantity on an item basis of that of the successful bidder on the original bid and that of the lowest responsible bidder(s) on the re-bid and/or
2. **CHANGE OR WITHDRAWAL OF BIDS:**
 - A. **Change or Withdrawal Prior to Bid Opening:** Should any bidder desire to change or withdraw his bid, he shall do so prior to the date and hour of the bid opening.
 - B. **Withdrawal After Bid Opening – But Prior to Bid Award:** After bids are opened a bidder may request that his bid be withdrawn in accordance with L.R.S. 83:2214.
3. **REJECTION OF BIDS:**
 - A. The Board reserves the right to reject any and all bids for just cause. In accordance with L.R.S. 38:2212 (A) (1) (b) those stated in the advertisement for bids, and those requirements in the bid packet shall not be considered informalities and shall not be waived by any public entity.

4. **AWARD AND ACCEPTANCE:**

- A. **Bid Tabulation:** Copy of bid tabulation may be received upon written request and by submitting a stamped, self-addressed envelope.
- B. **Notice of Acceptance:** A written award in the form of a Purchase Order, Contract, written notice of award of any combination of these three to the successful bidder shall be deemed to result in a binding contract for the purchase of materials or supplies without further action by either party as provided for in L.R.S. 38:2216.B. If the bid and resulting award regards the construction of doing of any public works, a written contract must be entered into according to L.R.S. 38:2216.A (1).

5. **DELIVERY PROVISIONS:**

- A. **Responsibility of Materials Shipped:** Successful bidder shall be responsible for the materials or supplies until they are delivered to the location(s) specified in the bid specifications. If materials or supplies are rejected they must be removed by and at the expense of the bidder promptly after notification of rejection.
- B. **Inspection:** Inspection and acceptance of goods will be made after delivery.
- C. **Time of Delivery:** Deliveries will be accepted between 6:30 A.M. and 1:30 P.M.
- D. **Packing Slips or Delivery Tickets:** ALL SHIPMENTS OR DELIVERIES shall be accompanied by Packing Slips or Delivery Tickets, and contain the following information:
 - 1. Purchase order number,
 - 2. Name of the article and stock number (Supplier's),
 - 3. Quantity ordered,
 - 4. Price Based on the Bid,
 - 5. Back orders,
 - 6. Name of vendor.
 - 7.

**BIDDERS ARE CAUTIONED THAT FAILURE TO COMPLY WITH
THESE CONDITIONS AND SPECIFICATIONS SHALL BE CONSIDERED SUFFICIENT
REASON FOR REFUSAL TO ACCEPT THE GOODS.**

ZACHARY COMMUNITY SCHOOL BOARD

**Helen Folks
Supervisor of Child Nutrition**

CERTIFICATION STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

U. S. DEPARTMENT OF AGRICULTURE

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CRF Part 3017, Section 3017.510, participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (Pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

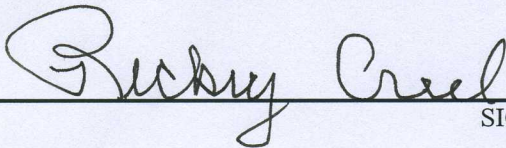
1. The Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Contractor is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

The Merchants Company

ORGANIZATION NAME

Ricky Creel – Bid Clerk

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

6/16/2010

DATE

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

The Merchants Company

Name of Vendor

Zachary Community School Board – Child Nutrition Program

Name of School Food Authority

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:

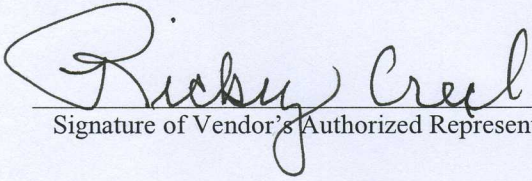
1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror with any competitor.
2. Unless otherwise required by law, the prices which have 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, an offer for the purpose of restricting competition.

A. 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 a 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 of Vendor's Authorized Representative

Bid Clerk

Title

6-16-2010

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.

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

CERTIFICATION REGARDING LOBBYING