

EAST FELICIANA PARISH SCHOOL BOARD

KEISHA L. NETTERVILLE

Superintendent

RICHARD TERRELL
President

225-683-8277 ~ 225-683-5420
225-683-5378



MITCHELL HARRELL
Vice President

FAX
225-683-3320

June 1, 2023

NOTICE TO BIDDERS

The East Feliciana Parish School Board Bid Opening Committee will receive bids/quotes until one-thirty p.m. (1:30 P.M.), Daylight savings time, on June 22, 2023, thereafter, to open all bids received at the East Feliciana Parish School Board Central Office Board Room, 12732 Silliman Street, Clinton, Louisiana, on the following items:

- 1) Bread and Bread Products, Food Items, Milk and Milk Products, Produce, Small Equipment, Large Equipment, Pest Control and Cleaning Supplies, Paper Goods and Disposables {Note: Bids will be valid from 07/01/23 thru 06/30/24}
- 2) Fiscal Agent for 2023-2024 Fiscal Year (07/01/23 thru 06/30/24)

Further information may be obtained at the East Feliciana Parish School Board Central Office, 12732 Silliman Street, Clinton, Louisiana, 70722, during regular business hours of 8:00 A.M. until 4:00 P. M., Monday through Friday. Bids/Quotes may be hand delivered to the East Feliciana Parish School Board Central Office, 12732 Silliman Street, town of Clinton, Louisiana, 70722 or submitted electronically via fax, email: ssmith@efschools.net or on-line at www.centralbidding.com. The Board reserves the right to reject any and/or all non-responsive bids/quotes. Bids/Quotes may be delivered to the above address and **identified by marking on envelope "Sealed Bid," due 1:30 P.M., June 22, 2023.**

Keisha L. Netterville
Superintendent of Schools

PLEASE PUBLISH THREE (3) TIMES:

June 1, 2023
June 8, 2023
June 15, 2023

"An Equal Opportunity Employer"
"Equal Educational Opportunities"

12732 SILLIMAN STREET
P.O. BOX 397
CLINTON, LOUISIANA 70722

EAST FELICIANA PARISH SCHOOL BOARD

Child Nutrition Program
12732 Silliman Street
P. O. Box 397
Clinton, LA 70722

GENERAL CONDITIONS AND INSTRUCTION TO VENDORS

SUBMITTING OF BIDS

- A. BID FORMS – Bids must be submitted on the forms furnished. Bidders are cautioned to complete all pertinent information required on the bid form. Failure to fill in all blanks on the bid form and failure to provide all information required will render the proposal informal and may cause its rejection.
- B. BID ENVELOPE – Bids are to be placed in a sealed envelope plainly identified in the lower left hand corner BID for 'Food Items.' Envelopes must also indicate the name and address of the vendor and addressed for mailing to:

East Feliciana Parish School Board
Susan Smith
Child Nutrition Program
12732 Silliman Street
P. O. Box 397
Clinton, LA 70722

- C. PLACE, DATE AND HOUR – Each bidder must assume the responsibility for assuring its bid is delivered to the East Feliciana Parish School Board Office at 12732 Silliman Street, Clinton, LA no later than 1:30 PM on June 22, 2023, Late or unsigned bids arriving after the stated time and date will not be considered and will be returned unopened to the vendor.
- D. All bids require the bidder's signature in ink. Typed, printed, copied or stamped names will be accepted and will be reason to reject the bid.
- E. All corrections on bid forms must be initialed in ink.
- F. The sealed bid must be returned by MAIL or HAND DELIVERED, at which time, a receipt will be issued.
- G. The quantities specified are only an ESTIMATE. The purchaser has the privilege of increasing or decreasing the quantities shown, for any item or items in the bid. Every effort will be made to make the estimates realistic.
- H. The price quoted shall include handling and deliveries to each school cafeteria in the parish. A list of schools and their addresses is provided.
- I. The bid should not include sales tax. Upon invoicing, the successful bidder should then place sales and use tax applicable. The current taxing structure for the East Feliciana Parish School Board is 0% parish and 0% state.
- J. Vendors who failed to respond after having been invited to bid for three (3) bid openings will be deleted from the vendor list.
- K. When samples are required, they must be submitted by the vendor to the Child Nutrition office or other designated place at least two working days before the bid

opening. Samples shall be representative of the product to be delivered should the bid be awarded.

- L. All contracts, unless otherwise specifically stated, shall require new commodities, fresh stock, and latest pack. All products quoted shall have been processed and packed in accordance with good commercial practice and shall be in good condition at the time of delivery. All products shall conform in all respects to all applicable standards promulgated under the Federal, Food, Drug, and Cosmetic Act in effect at the time of delivery.
- M. The successful bidder must be authorized by the Secretary of State to do business in Louisiana pursuant to applicable law. Documentation of such authorization must be provided if requested by the School Board Authority.

AWARDS

- A. The specific bid item shall be awarded to the lowest bidder meeting the specifications and best fulfilling the needs of the East Feliciana Parish School Board. The East Feliciana Parish School Board will be the sole judge of equality of products comparability to specifications.
- B. The East Feliciana Parish School Board reserves the right to select any part of the whole bid as well as to reject any or all bids and to waive any informality when such action or waiver is in its best interest.
- C. Discounts offered for prompt payment will be accepted but these discounts will not be considered in evaluating bids unless all other factors are equal.
- D. Bid awards become official when bids are accepted by the Board during their official meeting. The bid will cover the entire term beginning July 1, 2023, through June 30, 2024, including the Summer Food Program. The option to extend the bid will be done in writing if both the Board and Vendor mutually agree. The prices remain firm for the entire term of the contract. We reserve the right to purchase off the state contract.
- E. At the time fixed for the opening of formal bids, their contents will be made public for the information of bidders and others properly interested, which may be presented in person or by a representative. The opening of bids will be for reading only.
- F. A Bid Award letter, which lists the items awarded to the vendor, will serve as sufficient notice of acceptance of bid and award of the contract. This letter will be mailed to the vendor at the address listed on the invitation.
- G. When a brand name or equal is specified, each School Food authority will be the sole determiner of product quality and all decisions as to quality will be final.
- H. In the case of identical bids, the East Feliciana Child Nutrition Program will compare brand names for product quality and the bid according to quality will be awarded. If brands are identical, then a coin will be flipped.
- I. Vendors who do go out of business and fail to render services are considered in breach of contract. Items awarded will be awarded to the next lowest bidder. The said vendor will incur the cost of the difference in the price of the next vendor and be requested to pay this amount to the East Feliciana Parish School Board.

DELIVERING AND ORDERING

Deliveries are to be made to all school cafeterias between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday, except school calendar holidays. Delivery of all items will begin on July 25, 2023, to each individual school. A school calendar is included for your information. Delivery schedules will be negotiated upon award of the bid and shall be agreeable and advantageous to both parties.

Vendors shall be responsible for making timely deliveries except in cases where a scheduled delivery is impossible because of acts of God, war or other major catastrophe beyond the control of the vendor. If, however, deliveries cannot be scheduled to the above, the Child Nutrition office must be notified. The vendor shall then deliver at the earliest immediate date possible.

The vendor must also notify the Child Nutrition office IMMEDIATELY of the inability to deliver for any other reason. The Child Nutrition Program reserves the right to cancel that portion of the order which the vendor has failed to deliver at the time specified.

BACK ORDERS will not be accepted. If a vendor is temporarily out of stock of a particular item, he/she may deliver an equal or superior product at an equal or lower price with PRIOR APPROVAL of the Child Nutrition Field Manager.

Deliveries shall be subject to re-weighing. Payments shall be made on the basis of net weight of materials delivered.

The manager or his/her designee will check the number of items delivered against the requisition/purchase order and invoice at the time of delivery and both the manager and his/her designee and the delivery person will sign the appropriate forms for shortage errors, and/or obviously damaged goods.

When the items certified by the Louisiana Department of Agriculture appear to be inferior to the products specified, the buyer reserves the right to submit the items in doubt to the nearest local or regional USDA office for official inspection and grading. The cost of the inspection shall be paid by the vendor if any article fails in any way to meet specifications. All other delivered items which do not fulfill specification requirements shall be rejected. Rejected items shall be removed and replaced promptly by the vendor at no cost to the East Feliciana Child Nutrition Program.

Payment for any used portion of delivery item found to be inferior to specifications shall be made on an adjusted price basis.

Milk, Meat and Frozen Foods shall be delivered in refrigerated trucks every two weeks. Temperatures in trucks delivering refrigerated foods shall be between 33-40 degrees Fahrenheit. Temperatures in trucks delivering frozen foods shall be 0 degrees Fahrenheit or below. All items delivered must be in prime condition upon delivery. Canned vegetables, fruits and other grocery items require delivery every two (2) weeks.

CN labels are required on all pre-portioned breaded products. Nutritional Analysis is required for those items identified with an asterisk. These MUST be submitted at the time of the bid opening. CN labels are not needed on items identified by the brand and CN number.

INVOICES AND STATEMENTS

Successful vendors shall be required to leave duplicate invoices with the representative who receives the items at each respective school.

Statements shall be submitted monthly to the East Feliciana Parish School Board no later than seven (7) days after the month in which delivery was made.

Each statement shall contain a record of all purchases, by school, for the month (in chronological order with the invoice number listed).

It is to be understood that no invoice shall be paid before all conditions of this bid have been completed to the satisfaction of the East Feliciana Parish School Board.

Payments will be made by invoice only through the East Feliciana Parish School Board, 12732 Silliman Street, P. O. Box 397, Clinton, LA 70722. All monthly invoices will be paid within thirty (30) days after correcting monthly installments have been received.

CONTRACT CONDITIONS

Repeated failure to make delivery in accordance with specifications and continuous substitution of items or back ordering without notice will result in the termination of the contract and/or disqualification of the vendor until such time as he/she furnished satisfactory evidence that future obligation can be fulfilled. Failure to render prompt service will be considered in making subsequent awards.

This contract may be terminated at any time with thirty (30) days' notice upon mutual agreement of both parties, and immediately when terms of the contract are violated in any way.

The East Feliciana Parish School Board, the Louisiana Department of Education, the United States Department of Agriculture, the Comptroller General of the United States, or any of their authorized representatives, may have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audits, examination, excerpts, and transcriptions.

APPROVED EQUAL

It is the intent of these specifications that, wherever products are identified by name, equal products of other manufacturers which meet the owner's approval may be used. However, in order to provide a basis of comparison, each bidder shall attach to his complete specifications, cuts, Child Nutrition labels (CN) and other pertinent data on all items he proposes to furnish which are of a different manufacturer than those specified, and which he proposes as "equal".

SPECIFIC CONDITIONS AND INSTRUCTIONS

BID: FOOD ITEMS (LINE-ITEM BID AWARD)

1. NUTRITION DATA SUBMISSION FORM REQUIRED FOR ALL MARKED ITEMS (*).
2. Grades, where indicated, are based on the standards established by the U. S. Department of Agriculture, Production and Marketing Administration, Fruit, and Vegetable Division. The grade specified must be supplied and all food must be of the most current pack available. All food delivered shall be packed in the original container and sealed and shall be the brand indicated.
3. All items subject to final acceptance at the point of delivery. Delivery is made in such a manner as to ensure cleanliness and sanitation of the food. Acceptable temperature range from dry and canned foods shall be no greater than 70 degrees Fahrenheit.
4. If the vendor fails to deliver by the specified delivery date or a reasonable time thereafter, giving acceptable reasons for delay, the purchasing agency reserves the right to cancel the portions which failed to deliver with the specified time and/or to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the vendor.
5. Drained weights of canned fruits and vegetables should be the same of those recommended in the U. S. Standards in effect at the time of purchase. When the time delivered does not meet the drained weight requirement for each can, but otherwise meets all specifications, the receiving agency may, at its option, accept the delivery provided that the vendor furnishes, at no additional cost, enough additional merchandise to compensate for the deficiency, or deducts from his invoice an amount sufficient to compensate for the deficiency.
6. All cans must be labeled as to variety, area where packed and content which included counts, drained weight, size, etc.
7. All merchandise shall be in good condition at the time of delivery and shall, under proper storage conditions, have a shelf life of at least six months. Rusted and badly dented cans or containers showing evidence of leakage or swelling will not be accepted.
8. The quantities stated are the minimum quantities needed. Prices are to be quoted on price per unit.
9. Purchase orders of various sizes, quantities, and amounts will be issued sometimes as supplies are needed throughout this contract's term.
10. Deliveries are to be made to each school cafeteria starting July 25, 2023.

SPECIFIC CONDITIONS AND INSTRUCTIONS

FROZEN FOODS

Includes Breakfast items, Meat/Meat Alternatives, Fruits and Vegetables

1. NUTRITION DATA AND CAN LABELS ARE REQUIRED FOR ALL MARKED ITEMS.
2. Grades, where indicated, are based on the standards established by the U. S. Department of Agriculture, Production and Marketing Administration, Fruit, and Vegetable Division. The grade specified must be supplied and all food must be of the most current pack available. All food delivered shall be packed in the original container and sealed and shall be the brand indicated.
3. All items are subject to final acceptance at the point of delivery. Delivery is to be made in such a manner as to ensure cleanliness and sanitation of the food.
4. If the vendor fails to deliver by the specified delivery date or a reasonable time thereafter, giving acceptable reasons for delay, the purchasing agency reserves the right to cancel the portions which failed to deliver with the specified time and/or to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the vendor.
5. The quantities stated are the minimum quantities needed. Prices are to be quoted on price per unit.
6. The acceptable range for frozen foods shall be 0 degrees Fahrenheit or below. The acceptable range for refrigerated foods shall be 33 to 40 degrees Fahrenheit.
7. Purchase orders of various sizes, quantities, and amounts will be issued sometimes as supplies are needed throughout this contract's term.
8. Deliveries are to be made to each school cafeteria starting July 25, 2023.

EAST FELICIANA PARISH SCHOOL BOARD

BID FORM

THIS PROPOSAL SHALL BE EXECUTED AND SUBMITTED IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL ARTICLES AND REQUIREMENTS CONTAINED HEREIN SHALL REMAIN AND BECOME PART OF THE CONTRACT FOR WORK. ALL APPROPRIATE BLANK SPACES SHALL BE FILLED.

East Feliciana Parish School Board
Susan Smith, CNP Supervisor
12372 Silliman Street
P. O. Box 397
Clinton, LA 70722

RE: BID NAME: Food Items

Gentlemen:

The undersigned, in compliance with your invitation for bids on the aforementioned for the East Feliciana Parish School Board, in East Feliciana Parish, Louisiana, having examined the specification notices and related documents hereby proposes to furnish the items in accordance with the specifications and the prices listed on the attached bid form(s).

IMPORTANT: Quotations have been checked for mathematical and typographical errors before submitting.

FIRM NAME OF BIDDER: StW Wholesale Foods, LLC

Signature: Dara Matise

Print Signature: Dara Matise

Complete Address: PO Box 279 Hammond, LA 70404

Contact Person: Dara Matise

Phone Number: 985-542-4444

Fax Number: 985-542-4446

Federal Tax ID: 72-0824-612

THIS FORM MUST BE SUBMITTED WITH BID

EAST FELICIANA PARISH SCHOOL BOARD

BID FORM – CONTINUED

By the signature of its authorized representative on this document, the bidder hereby certifies that it is in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857) (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15). Violations shall be reported to the United States Department of Agriculture and the USEPA Assistant Administrator of Enforcement (EN-329).

The bidder should also comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

The bidder certifies that it is in compliance with Executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

NAME OF FIRM: StW Wholesale Foods, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Dara Matise

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Dara Matise

TITLE OF AUTHORIZED REPRESENTATIVE: Bid Manager

COMPLETE ADDRESS OF FIRM: PO Box 279 Hammond, LA 70404

TELEPHONE NUMBER OF FIRM: 985-542-4444

FAX NUMBER: 985-542-4440

EMAIL: dara^{am}@claram@s-wfoods.com

(Note: COMPLETE BUT DO NOT DETACH THIS SHEET.)

THIS FORM MUST BE SUBMITTED WITH BID

EAST FELICIANA PARISH SCHOOL BOARD

NO PROPOSAL REPLY FORM

PROPOSAL NAME: FOOD ITEMS

We ask that each vendor who has received an invitation for proposals but chooses not to submit, state the reason(s) below. This will help us improve our proposal process. This information will not adversely affect you with regard to any future invitations to propose. You will be kept on the proposal list unless you request removal.

We are not submitting a proposal for the following reason(s):

FIRM NAME

SIGNATURE

N/A

EAST FELICIANA PARISH SCHOOL BOARD

BID FORM – CONTINUED

LOUISIANA ETHICS COMPLIANCE CERTIFICATE

R.S. 42:1113 provides, in part, that no public servant, including any legislator and any appointed member of any board or commission and any member of a governing authority of a parish with a population of ten thousand or less, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant.

"Immediately family" as the term relates to a public servant means his children, the spouses of his children, his brothers and their spouses, his sisters and their spouses, his parents, his spouse, and the parents of his spouse.

I HEREBY CERTIFY THAT I AM IN COMPLIANCE WITH R.S. 42: 1113

AUTHORIZED SIGNATURE: Dara Matise

PRINT SIGNATURE: Dara Matise

DATE: 6/19/23

TITLE: Bid Manager

THIS FORM MUST BE SUBMITTED WITH BID

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA _____

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 or 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 met the definition of "domestic". This document must be included as part of the bid. This document is provided in Microsoft Office format so the vendor may add additional food items.

VENDOR MUST CERTIFY EITHER: (CHECK 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.
SPICES Cinnamon granulated garlic onion powder parsley Blk pepper	This product includes <u>0</u> % U.S. content. The product is grown in <i>various: May be from any of the following countries: Indonesia, China, Spain, Peru, England, Egypt</i> <input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for items to be considered: \$ _____ / _____ Price of Domestic or U.S. Grown Product per unit \$ _____ / _____ Price of Domestic or U.S. Grown Product per unit
Paris Foods: CALIFORNIA BLEND mixed vegetables Broccoli spears MUSTARD Greens CUT OKRA SLICED CARROTS Chopped spinach	This product includes <u>0</u> % U.S. content. The product is grown in <i>various: Canada, Mexico, Guatemala, Ecuador, Poland, Spain, China</i> <input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for items to be considered: \$ _____ / _____ Price of Domestic or U.S. Grown Product per unit \$ _____ / _____ Price of Domestic or U.S. Grown Product per unit

<p>Dole mandarin oranges</p>	<p>This product includes <u>0</u> % U.S. content. The product is grown in China</p> <p><input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</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 items 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>Dole pineapples</p>	<p>This product includes <u>0</u> % U.S. content. The product is grown in various Philippines/Thailand/Indonesia</p> <p><input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</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 items 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>SunCup Juices</p>	<p>This product includes _____ % U.S. content. The product is grown in see attached</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>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 items 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>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 items 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>____ 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 items 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>____ 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 items 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>____ 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 items 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: St W Wholesale Foods, LLC

Signature: Dara Matus

Title: Bid Manager

Date: 6/19/23

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.

Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See attached for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: (enter letter of choice) <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: (enter letter of choice) <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	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: ____ Prime _____ 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:		6. Federal Program Name/Description:	
8. Federal Action Number, if known:		CFDA Number, if applicable:	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		9. Award Amount, if known: \$ _____	
		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		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. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____			
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)			
15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes <input checked="" type="checkbox"/> No			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This Disclosure of Lobbying Activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Dara Matise</u> Print Name: <u>Dara Matise</u> Title: <u>Bid Manager</u> Telephone No.: <u>985-542-4444</u> Date: <u>6/19/23</u>	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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 to 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. 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 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 followup 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 Federal 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 1st 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; Invitations for Bid (IFB) number; grant announcement number; contract, grant, or loan award number; application/proposal 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 5.
10. (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 names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. 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.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. 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 existing 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 this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT W: LOBBYING CERTIFICATION

Applicable to Grants, Sub grants, 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, and 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 sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

St W Wholesale Foods, LLC

PO Box 279

Hammond, LA 70404
Name/Address of Organization

Dara Natise / Bid Manager
Name/Title of Submitting Official

Dara Natise
Signature

6/19/23
Date

REQUIRED CONTRACT PROVISIONS FOR PROCUREMENT CONTRACTS IN CHILD NUTRITION PROGRAMS

Required Contract Provisions from Appendix II of 2 CFR Part 200

1. Equal Employment Opportunity. 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. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency Appendix II of 2 CFR Part 200(D).
3. The vendor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or 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)).
4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence (Appendix II of 2 CFR Part 200(I)).
5. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (Appendix II of 2 CFR Part 200(A)).

6. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement (Appendix II of 2 CFR Part 200(B)).
7. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency (Appendix II of 2 CFR Part 200(F)).
8. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and 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)).
9. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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)).
10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award (Appendix II of 2 CFR Part 200(I)).

Required Contract Provisions from 2 CFR Part 200

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

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

Required Contract Provisions from 7 CFR Part 210

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

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

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

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

Other Contract Provisions

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

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 Non procurement 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.

SUSPENSION AND DEBARMENT CERTIFICATION

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

Certificate 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 4722-4377). 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.

St W Wholesale Foods, LLC
Organization Name

PR/Award Number or Project Name

Dara Matise / Bid Manager
Name(s) and Title(s) of Authorized Representative(s)

Dara Matise
Signatures

6/19/23
Date

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA)/Sponsor and the Vendor (Offerer) shall execute this Independent Price Determination Certificate.

St W Wholesale Foods, LLC
Name of Vendor

East Feliciana Parish School Board
Name of School Food Authority/Sponsor

- A. By submission of this offer, the Offerer 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 Offerer or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer 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 Offerer for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offerer certifies that:
1. He or she is the person in the Offerer'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 other Offerer'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 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 Offerer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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:

Dara Matise
Signature of Vendor
Authorized Representative

Bid Manager 6/19/23
Title Date

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

Signature of School Food Authority/Sponsor
Authorized Representative

Title Date

NOTE: Accepting an offeror's offer does not constitute award of the contract.

LOUISIANA
DEPARTMENT of REVENUE

**Sales Tax Exemption Certificate for Purchases of Food
Items by Certain Nonpublic Schools or
Nonprofit Organizations**
Revised Statute 47:301(10)(dd)

Louisiana Department of Revenue
Revenue Processing Center
P.O. Box 4998
Baton Rouge, LA 70821-4998
Phone: (855) 307-3293

Authorized Purchaser Name		Telephone Number	
Nonpublic School or Nonprofit Organization Name			
Address			
City		State	ZIP

PLEASE PRINT OR TYPE

Revised Statute 47:301(10)(dd) provides a sales tax exclusion for purchases of food items for school lunch or breakfast programs.

The authorized person certifies their qualification for the exemption as one of the following:

- ☐ A nonpublic elementary or secondary school that participates in the National School Lunch and School Breakfast programs.
- ☐ A nonprofit corporation that serves students in nonpublic elementary or secondary schools that participate in the National School Lunch and School Breakfast programs.

The sales tax exemption certificate may only be used for the purchase of food items to be used for National School Lunch and School Breakfast programs.

Note: See Revenue Information Bulletin 16-024 for more information on the taxability of meals for schools participating in the National School Lunch and School Breakfast Programs.

Notice to Dealer: Report this sale on Line 29, Sales for Resale, Schedule A of the sales tax return.

Under penalty of perjury, I declare that I have examined this form and accompanying documents, and to the best of my knowledge and belief, it is true, correct, and complete.	
Authorized person completing the application for the nonpublic school or nonprofit organization.	
Name	Title
Signature	DATE (mm/dd/yyyy)

Questions about the completion of this form should be sent to Sales.Inquiries@la.gov.

Child Nutrition Program
Address and Telephone Numbers

East Feliciana Middle School Manager: Annette Brown 10410 Plank Road Clinton, La. 70722	225-683-3321 (fax) 225-683-5115
Clinton Elementary School Manager: Clarice Brown 10701 Reiley Street Clinton, La. 70722	225-683-5909 (fax) 225-683-6197
East Feliciana High School/JES Manager: Kenya Lanns 3501 Hwy. 10 Jackson, La. 70748	225-634-5934 (fax) 225-634-3207
Slaughter Elementary School Manager: Augustine Reed 3170 Church Street Slaughter, La. 70777	225-654-3245 (fax) 225-654-2838

Approved By

Kush Mettrick

Board Approved: 04/04/2023 Agenda Item 85

East Feliciana Public Schools 2023-2024 Calendar

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 4 Independence Day Holiday
- 18 1st Day for 10-Month Employees
- 18 1st Day for 9 1/2-Month Employees

- 1-5 Winter Break
- 8 Teachers Return (No Students)
- 9 Students Return
- 12 Report Cards Issued
- 15 M. L. King Day Holiday

January 2024						
S	M	T	W	T	F	S
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August 2023						
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27	28	29	30	31		

- 1 Convocation
- 1 New Employee Orientation
- 2-4 Staff Development (No Students)
- 8 1st Day of School for Students

- 9 Report Card Conferences (No Students)
- 12-14 Mardi Gras Holiday

February 2024						
S	M	T	W	T	F	S
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25	26	27	28	29		

September 2023						
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24	25	26	27	28	29	30

- 4 Labor Day Holiday
- 8 Progress Reports Issued

- 8 End of 3rd Nine Weeks
- 15 Report Cards Issued
- 29 Good Friday

March 2024						
S	M	T	W	T	F	S
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31						

October 2023						
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29	30					

- 5 End of 1st Nine Weeks
- 6 Homecoming
- 9-11 Fall Break

- 1-5 Spring Break
- 12 Progress Reports Issued

April 2024						
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28	29	30				

November 2023						
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26	27	28	29	30		

- 10 Progress Reports Issued
- 20-24 Thanksgiving Holiday

- 15-17 Final Exams (1/2 Day for Students: Dismissal at 11:30 AM)
- 17 End of 4th Nine Weeks
- 17 Last Day for Students
- 20 Last Day for 9-Month Employees
- 20 Last Day for 9 1/2-Month Employees
- 27 Memorial Day Holiday
- 30 Last Day for 10-Month Employees

May 2024						
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December 2023						
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24	25	26	27	28	29	30
31						

- 13-20 Mid-Term Exams (1/2 Day for Students: Dismissal at 11:30 AM)
- 20 End of 2nd Nine Weeks
- 21-29 Christmas/Winter Break

- 14 Juneteenth Observed

- Holiday/Vacation
- School Staff Report (No Students)
- Progress Reports/Report Cards
- Mid-Term/Final Exams - 1/2 Day
- New Teacher Orientation
- 1st Day of School for Students
- End of Nine Weeks

June 2024						
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23	24	25	26	27	28	29
30						

East Feliciana Public Schools 2023-2024 Calendar

9-Month Employees/Students
(Teachers, Coaches, Bus Drivers)

DATE	*NO STUDENTS **NO STUDENTS & TEACHERS	ACTIVITY
Tuesday, August 1, 2023 through Friday, August 4, 2023	*	Report to Campus, Convocation, & Pre-Service Training Days
Tuesday, August 8, 2023		1 st Day of School for Students
Monday, September 4, 2023	**	Labor Day
Friday, September 8, 2023		Progress Reports Issued
Thursday, October 5, 2023	**	End of 1 st Nine Weeks
Friday, October 6, 2023	**	Homecoming
Monday, October 9, 2023 through Wednesday, October 11, 2023	**	Fall Break (No Students)
Friday, November 10, 2023	**	Progress Reports Issued
Monday, November 20, 2023 through Friday, November 24, 2023	**	Thanksgiving
Wednesday, December 20, 2023		End of 2 nd Nine Weeks
Thursday, December 21, 2023 through Friday, January 5, 2024	**	Christmas/Winter Break
Monday, January 8, 2024	*	Teachers Return to Work
Tuesday, January 9, 2024		Students Return to School
Friday, January 12, 2024		Report Card Issued
Monday, January 15, 2024	**	Martin Luther King, Jr. Day
Friday, February 9, 2024	*	Report Card Conferences
Monday, February 12, 2024 through Wednesday, February 14, 2024	**	Mardi Gras
Friday, March 8, 2024		End of 3 rd Nine Weeks
Friday, March 15, 2024		Report Cards Issued
Friday, March 29, 2024 through Friday, April 5, 2024	**	Good Friday & Spring Break
Friday, April 12, 2024		Progress Reports Issued
Wednesday, May 15, 2024 through Friday, May 17, 2024		Final Exams/½ days for Students
Friday, May 17, 2024		End of 4 th Nine Weeks/Last Day for Students
Monday, May 20, 2024		Last Day for 9-Month Employees

Approved By

Kush Mettrick

Board Approved: 04/04/2023 Agenda Item 8B

East Feliciana Public Schools 2023-2024 Calendar

2023-2024 Calendar

July 2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

4 Independence Day Holiday
18 1st Day for 10-Month Employees
18 1st Day for 9 1/2-Month Employees

1-5 Winter Break
8 Teachers Return (No Students)
9 Students Return
12 Report Cards Issued
15 M. L. King Day Holiday

January 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2023

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1 Convocation
1 New Employee Orientation
2-4 Staff Development (No Students)
8 1st Day of School for Students

9 Report Card Conferences (No Students)
12-14 Mardi Gras Holiday

February 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

September 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4 Labor Day Holiday
8 Progress Reports Issued

8 End of 3rd Nine Weeks
15 Report Cards Issued
29 Good Friday

March 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

5 End of 1st Nine Weeks
6 Homecoming
9-11 Fall Break

1-5 Spring Break
12 Progress Reports Issued

April 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

10 Progress Reports Issued
20-24 Thanksgiving Holiday

15-17 Final Exams
(1/2 Day for Students: Dismissal at 11:30 AM)
17 End of 4th Nine Weeks
17 Last Day for Students
20 Last Day for 9 1/2-Month Employees
20 Last Day for 9 1/2-Month Employees
27 Memorial Day Holiday
30 Last Day for 10-Month Employees

May 2024

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

18-20 Mid-Term Exams
(1/2 Day for Students: Dismissal at 11:30 AM)
20 End of 2nd Nine Weeks
21-29 Christmas/Winter Break

14 Juneteenth Observed

Holiday/Vacation
School Staff Report (No Students)
Progress Reports/Report Cards
Mid-Term/Final Exams - 1/2 Days
New Teacher Orientation
1st Day of School for Students
End of Nine Weeks

June 2024

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

East Feliciana Public Schools 2023-2024 Calendar

9-Month Employees/Students
(Teachers, Coaches, Bus Drivers)

DATE	*NO STUDENTS **NO STUDENTS & TEACHERS	ACTIVITY
Tuesday, August 1, 2023 through Friday, August 4, 2023	*	Report to Campus, Convocation, & Pre-Service Training Days
Tuesday, August 8, 2023		1 st Day of School for Students
Monday, September 4, 2023	**	Labor Day
Friday, September 8, 2023		Progress Reports Issued
Thursday, October 5, 2023	**	End of 1 st Nine Weeks
Friday, October 6, 2023	**	Homecoming
Monday, October 9, 2023 through Wednesday, October 11, 2023	**	Fall Break (No Students)
Friday, November 10, 2023	**	Progress Reports Issued
Monday, November 20, 2023 through Friday, November 24, 2023	**	Thanksgiving
Wednesday, December 20, 2023		End of 2 nd Nine Weeks
Thursday, December 21, 2023 through Friday, January 5, 2024	**	Christmas/Winter Break
Monday, January 8, 2024	*	Teachers Return to Work
Tuesday, January 9, 2024		Students Return to School
Friday, January 12, 2024		Report Card Issued
Monday, January 15, 2024	**	Martin Luther King, Jr. Day
Friday, February 9, 2024	*	Report Card Conferences
Monday, February 12, 2024 through Wednesday, February 14, 2024	**	Mardi Gras
Friday, March 8, 2024		End of 3 rd Nine Weeks
Friday, March 15, 2024		Report Cards Issued
Friday, March 29, 2024 through Friday, April 5, 2024	**	Good Friday & Spring Break
Friday, April 12, 2024		Progress Reports Issued
Wednesday, May 15, 2024 through Friday, May 17, 2024		Final Exams/½ days for Students
Friday, May 17, 2024		End of 4 th Nine Weeks/Last Day for Students
Monday, May 20, 2024		Last Day for 9-Month Employees



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www.suncupjuice.com



*Totally
Juice.*

*Farm &
Orchard.*

January 1, 2021

Buy American Statement

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase to the maximum extent practicable, domestic commodities or products for use in meals served under the program. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States.

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard, in circumstances when use of domestic products is truly not practicable. These exceptions, as determined by the School Food Authority (SFA), are:

1. "The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality."
2. "Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product."

Suncup™ Juice products are produced and packaged in our own family-owned facilities located in Newark, NJ; Bethlehem, PA; Newnan, GA; and Phoenix, AZ and may contain non-domestic fruit juice concentrates as an ingredient in the finished 100% juice product.

There is limited, or no domestic fruit juice concentrate available to supply the needs of school nutrition and meet the 51% domestic content requirement. Therefore, Suncup™ 100% fruit juice products may contain non-domestic juice concentrates, as a portion of the ingredients.

Cost of domestic orange juice concentrates average 20 - 100% more than non-domestic. Domestic grape and apple juice concentrates average 20% or more and domestic pineapple juice concentrate is not available. Any supply of domestic concentrate is VERY limited and seasonal.

Suncup™ Juice products will meet the "Limited Exceptions" clause as identified in SP14-2012, "Procurement Questions Relevant to the Buy American Provision", and as clarified in USDA Memos SP 24-2016 and SP 38-2017 "Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program":

Per SP 38-2017, SFA's using one of the above exceptions will not need to request a waiver in order to purchase a non-domestic product. SFA's must, however, keep this documentation justifying the exception(s).

Products included under this are referenced on the attached product list.

Patrick Boyle

Patrick Boyle
Quality and Compliance Coordinator



BUY AMERICAN PRODUCT LIST

Exempt due to raw material availability and price

FROZEN 3+1 CONCENTRATE

Greg Pack™ 12/32oz Cartons

020100 Orange Juice Concentrate

020300 Apple Juice Concentrate

REFRIGERATED, DATE-CODED JUICE AND DRINKS

SunCup™ 72/4oz Plastic Cups

090103 100% Orange Juice

090303 100% Apple Juice

090503 100% Grape Juice

090803 100% Natural Fruit Punch

SunCup™ 48/6oz Plastic Cups

040103 100% Orange Juice

040303 100% Apple Juice

FROZEN JUICE AND DRINKS

SunCup™ 72/4oz Plastic Cups

090100 100% Orange Juice

090110 Orange Blend 100% Juice

090301 100% Apple Juice

090501 100% Grape Juice

090800 100% Natural Fruit Punch

091000 100% Pineapple Juice

091200 100% Orange Pineapple Juice

091300 100% Tomato Juice

091601 100% Apple Cranberry Juice

092000 100% Apple Cherry Juice

SunCup™ 48/6oz Plastic Cups

040100 100% Orange Juice

040301 100% Apple Juice

040501 100% Grape Juice Cup

040800 100% Natural Fruit Punch

041200 100% Orange Pineapple Juice

SunCup™ 70/4oz Cartons

030100 100% Orange Juice

030105 100% Orange Juice w/Calcium

030110 Orange Blend 100% Juice

030301 100% Apple Juice

030305 100% Apple Juice w/Calcium

030501 100% Grape Juice

030505 100% Grape Juice w/Calcium

030800 100% Fruit Punch

030805 100% Fruit Punch w/Calcium

031000 100% Pineapple Juice

031200 100% Orange Pineapple Juice

031400 100% Apple Grape Juice

031600 100% Apple Cranberry Juice

032000 100% Apple Cherry Juice

SunCup™ 70/6oz Cartons

050100 100% Orange Juice

050301 100% Apple Juice

050501 100% Grape Juice

050800 100% Natural Fruit Punch

051200 100% Orange Pineapple Juice

052000 100% Apple Cherry Juice

SHELF-STABLE JUICE BOXES

SunCup™ Totally Juice™ 40/4.23 oz. Box w/straw

400305 100% Apple Juice

400505 Grape 100% Juice

400805 Fruit Punch 100% Juice

402300 Cranberry Raspberry 100% Juice

402405 Orange Tangerine 100% Juice

402505 Very Berry 100% Juice

402600 Strawberry Kiwi 100% Juice

SunCup™ Totally Juice™ 40/6.75 oz. Box w/straw

410305 100% Apple Juice

410505 Grape 100% Juice

410805 Fruit Punch 100% Juice

412405 Orange Tangerine 100% Juice

412505 Very Berry 100% Juice

51% Domestic agricultural content

SunCup™ Farm & Orchard™ 40/4.23 oz. Box w/straw

402800 Paradise Punch 100% Vegetable & Fruit Juice

402900 Mango Splash 100% Vegetable & Fruit Juice

SunCup™ Farm & Orchard™ 40/6.75 oz. Box w/straw

412800 Paradise Punch 100% Vegetable & Fruit Juice

412900 Mango Splash 100% Vegetable & Fruit Juice

100% Domestic agricultural content

SunCup™ Farm & Orchard™ 40/4.23 oz. Box w/straw

402700 Sun Splash 100% Vegetable Juice

SunCup Juice
1125 Easton Road • Bethlehem, PA 18015
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