



**Food Service Large Equipment Bid**  
Plaquemines Parish School Board

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

27-Apr-2022 09:50:09 AM

Plaquemines Parish School Board  
Child Nutrition Department  
26138 Highway 23  
Port Sulphur, Louisiana 70083

Large Equipment Bid  
2022-2023

GENERAL RULES, CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR LARGE  
EQUIPMENT PRODUCTS

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 Plaquemines Parish School Board's Child Nutrition Department, 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 cannot secure relief on the plea of error.

Sealed bids will be received by the Plaquemines Parish School Board, Child Nutrition Department, 26138 Highway 23, Port Sulphur, LA 70083. BID OPENING WILL BE Wednesday, May 18, 2022 at 1:00 p.m. for providing large equipment items to the Child Nutrition Department.

Bid packets may be obtained from Plaquemines Parish School Board, Child Nutrition Department, 26138 Highway 23, Port Sulphur, Louisiana 70083 or <https://www.centralauctionhouse.com>. For any questions concerning specifications please contact Donna Norris at (504) 564-0088 or [dnorris@ppsb.org](mailto:dnorris@ppsb.org).

**The bid period is to begin May 20, 2022 and continue through May 19, 2023.**

SECTION I: INSTRUCTIONS

1. Introduction
  - a) The intent of this bid solicitation is to establish an equipment bid with a qualified, experienced and reliable company to provide and install the equipment specified (or approved equal), to include the removal of the old equipment, delivery, uncrating, set in place, make final connections, set-up and training. This work will be performed at Plaquemines Parish Schools.
2. Receipt of Bids
  - a) All bids shall be submitted sealed to the Plaquemines Parish School System, Child Nutrition Department on or before the above time and date. Bids not received by the date, time and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive. At the above time and place, bids will be publicly opened at the Child Nutrition Department.
  - b) Enclosed are Bid 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. 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 labeled with the following:
    - Bidder Name
    - Bid Name
    - Due Date and Time

- c) 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.
- d) Bids received prior to the time of opening will be time and date stamped and securely kept unopened. No bid received after the due date and time listed will be considered. The Child Nutrition Department will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids. Bids sent via email will not be accepted
- e) Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
- f) In the event of inclement weather on the date when bids are scheduled to be opened and the Child Nutrition Department office is closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. Often when schools are closed to inclement weather, administrative offices may remain open. When in doubt call the Child Nutrition Department (504-564-0088).
- g) The quantities of items specified are only indicative of the Child Nutrition Department's present estimate. The Child Nutrition Department binds itself to take, and the contractor agrees to supply, ONLY what is actually required by the schools for the bid period.
- h) Errors in quoted prices or in the preparation of the bid will not relieve the vendor except as provided under Louisiana Revised Statutes.
- i) If there is a discrepancy between the unit price and the total price, the unit price will stand as the bid price.
- j) Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Child Nutrition Department. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligations to comply in every detail with all of the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- k) Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- l) Bidders shall submit one original proposal, with the requested documents signed. Bidders may not submit more than one proposal. Bids must be prepared on the form(s) provided.
- m) Failure to sign the bid document will result in rejection of the bid as non-responsive.

### 3. Addenda

- a) All changes to the bid solicitation will be made through appropriate addenda issued from the Child Nutrition Department.
- b) Addenda will be issued no later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- c) Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgment Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from obligations under this solicitation as amended by addenda. All addenda so issued will become part of the award and contract documents.

## 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 Plaquemines Parish School System's Child Nutrition Program, however, bids are invited on products that have been 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. All products shall conform in all respects to all application standards promulgated under the Federal Food, Drug and Cosmetic Act in effect at the time of delivery.
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 item(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.
6. Intent and Interpretations for specification: Among the primary requirements are sanitation, quality, cost, delivery and service.

## 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 by specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the Plaquemines Parish School System's specifications as written.

## SECTION IV: EVALUATIONS OF OFFERS

The Plaquemines Parish School System, Child Nutrition Program, in making its award, will consider the lowest responsive bidder. The Plaquemines Parish School System and the Child Nutrition Program reserve the right to reject any and/or all bids if it is deemed in the best interest to do so and also to request revised or best and final pricing from all qualified bidders. The Plaquemines Parish School System and the Child Nutrition Program also reserve the right to reject bids for one or more of the following reasons: failure of the bidder(s) to provide the requested information, failure of the bidder(s) to respond to any question, request for information, clarification, presentation or interview, failure of the bidder(s) to follow the prescribed instructions for proposal preparation, submission and response format, collusion or the appearance of collusion, among or between firms, lack of responsibility on the part of the bidder, submission of a proposal, in whole or in part, that does not meet bid specifications as outlined herein, other irregularities or inconsistencies within a proposal deemed significant deviations or issues.

1. **Errors in Bid:** Bids containing errors may be withdrawn by the contractor in accordance with L.R.S.38:2214.C. Changes in bids must be initialed in ink.
2. **Tie Bids:** Tie bids will be decided on the basis of drawing lots.
3. **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 factor 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 V: 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 bidder shall be declared in default. The Plaquemines Parish School System/Child Nutrition Program 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 Department 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 rebid, payment to the Department 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 rebid and/or
  - C. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Plaquemines Parish School System/Child Nutrition Program. Plaquemines Parish School System/Child Nutrition Program may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:
    - i. If the vendor fails to perform the services or provide the products within the time and manner specified herein or any extension thereof, or:
    - ii.
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. **HOLD HARMLESS:**
  - A. It is understood that the awarded vendor(s) shall defend and hold harmless Plaquemines Parish School System/Child Nutrition Program, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of the contract.
4. **AWARD AND ACCEPTANCE:**
  - A. **Bid Tabulation:** Bid tabulation will be done by the method of the Bidding Module in the Inventory Program. Copy of bid tabulation may be received upon written request.
  - B. **Notice of Acceptance:** A written notice of award 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.
5. **FORCE MAJEURE:**
  - A. Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall ease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay

caused under this condition. Plaquemines Parish School Board/Child Nutrition Program reserves the right to cancel the contract and/or purchase products, materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against Plaquemines Parish School Board/Child Nutrition Program. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

- B. **Bid Tabulation**: Bid tabulation will be done by the method of the Bidding Module in the Inventory Program. Copy of bid tabulation may be received upon written request.
- C. **Notice of Acceptance**: A written notice of award 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.

## 6. **PLACEMENT OF ORDERS AND DELIVERY PROVISIONS:**

Orders will be placed by a member of the School Cafeteria or by the Administrative personnel for the Child Nutrition Department at least two weeks before delivery is expected. The Child Nutrition Department reserves the right to add or delete items from any order previously placed at any time prior to the delivery date.

All deliveries shall conform in every respect to the provisions of the Federal Food, Drug, and Cosmetic Act and amendments hereto and to subsequent decisions of the U. S. Department of Agriculture and also to the laws of the State of Louisiana. Failure to do so will result in removal from future bid consideration. Unless otherwise stated, items offered must be of the current year's pack. All items are subject to final acceptance at the point of delivery.

**BUY AMERICAN PROVISION REQUIREMENTS:** The District participates in the National School Lunch Program and the 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).

The bidder must agree to deliver to Plaquemines Parish School Board. There are no minimum delivery requirements, but orders must be placed sufficiently in advance to permit the vendor to coordinate his deliveries.

**INABILITY TO DELIVER AWARDED ITEM:** The vendor should give IMMEDIATE NOTICE to the Child Nutrition Department, Donna Norris (504) 564-0088, of inability to deliver. The School Board reserves the right to cancel the portion which has not been delivered and/or to purchase it elsewhere, without consequences to either party.

**PACKAGING:** All items must be processed, prepared and packaged under modern sanitary conditions in accordance with good commercial practice. Each item must be properly labeled with the name of the product, the brand name, and the packer's name.

**DEFAULT TO DELIVER AND PRICE CORRECTION:** The Child Nutrition Department reserves the right to cancel that portion of the order which the vendor has failed to deliver at the time specified. Vendor is responsible for issuing a credit memo or corrected invoice.

- 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 at the direction of the Child Nutrition Department. Any article(s) that are defective or fail in any way to meet specification or other requirements of the bid may be rejected. The responsibility and expense of the inspection shall be carried by the vendor if article(s) fail in any way to meet specifications and other requirements. The Child Nutrition Department shall pay expenses of any inspection if the article(s) meet specifications or other requirements.
- C. **Time of Delivery**: Deliveries will be accepted between 6:30 A.M. and 3:00 P.M. Monday thru Friday, or at other times that are mutually agreed upon by the Child Nutrition Department and the vendor. Deliveries will not be accepted on regularly scheduled school holidays or at other times as may be necessary, provided

adequate notice is given to vendor. The Child Nutrition Department reserves the right to refuse delivery of any items not delivered in accordance with the above provisions.

D. **Packing Slips or Delivery Tickets:** ALL SHIPMENTS OR DELIVERIES shall be accompanied by Invoices, and must contain at least the following information:

1. Delivery Location
2. Item Description and Cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

Additional Forms:

The following forms below are attached and must be completed, signed and returned with the sealed bid:

- Certificate of Independent Price Determination
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities

**Non- Discrimination Statement:**

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at **(800) 877-8339**. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call **(866) 632-9992**. Submit your completed form or letter to USDA by:

**mail:**

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue,  
SW Washington, D.C. 20250-9410; or

**fax:**

(202) 690-7442; or

**email:**

[program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider

## STANDARD TERMS AND CONDITIONS

The contract between the Plaquemines Parish School Board/Food Service Department and the Vendor shall be governed in accordance with the laws of the State of Louisiana and all applicable Federal regulations. The Plaquemines Parish School Board, the Louisiana Department of Education, the United States Department of Agriculture and the Comptroller General of the United States, or any authorized representative shall have access to any books, documents, papers and records of the vendor relating to this contract, for the purposes of making an audit, examination, excerpts, and transcriptions. Vendors shall maintain all required documents for three years after the final payment or in the event of any audit until the audit is closed.

Louisiana Sales Tax and Plaquemines Parish Sales Tax should not be included on the bid form. The Plaquemines Parish School Board is exempt for all state and local tax.

### I. Louisiana Preference

In Accordance with Act 318 of the 1958 Session of the Legislature: “PREFERENCE IS HEREBY GIVEN TO MATERIALS, SUPPLIES, AND PROVISIONS MANUFACTURED OR GROWN IN LOUISIANA, QUALITY BEING EQUAL TO ARTICLES OFFERED BY COMPETITORS OUTSIDE OF THE STATE.

### II. Remedy for Non-Performance/Termination of Contract

- a) Termination – Plaquemines Parish School Board reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to the vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the PPSB/FSD for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
- b) In the event that either the vendor of the PPSB/FSD defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

### III. 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 (29CFR 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient 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.

### IV. 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 the 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 provided



that no laborer or mechanic must be required to work in surrounding or under working conditions that 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.

- V. 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 sub recipient 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 sub recipient 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.
- VI. 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 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.
- VII. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- VIII. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- IX. 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.
- X. Required Contract Provisions from 2 CFR Part 200

Procurement of Recovered Materials – A Non-Federal entity that is a state 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 recover; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322).

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)

## XI. Required Contract Provisions from CFR Part 210

1. The SFA and vendor shall comply with the Buy American Provision for all solicitations and 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). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurement where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

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

The SFA will include the “Buy American Provision Certification Form for Food Purchases in all procurements.

The vendor must identify all food products bid by the Company that do not meet the definition of “domestic” on this document. In the event the SFA receives a bid from a vendor that does not include this Information, the SFA is to consider the bid non-responsive.

### 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 the School Nutrition Programs.
2. Contractors are required to maintain all required records for three years after the final payment and all other pending matters (audits) are closed for negotiated contracts.
3. Access must be granted to duly authorized representatives of the SFA, State Agency, US Department of Agriculture or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts.

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

**ALL VENDORS MUST SIGN AND RETURN THIS CONTRACT SECTION AND  
SUBMIT WITH THE BID PROPOSAL FORM**

**CONTRACT SECTION:**

In compliance with the attached request for bids and subject to all conditions imposed in the specifications, general rules, conditions and instruction, the undersigned firm offers and agrees to furnish any or all items at the prices set opposite each item for the period May 20, 2022 to May 19, 2023 upon award of this contract by the Plaquemines Parish School System, Child Nutrition Program. The Plaquemines Parish Child Nutrition Department is funded approximately fifty (50) percent with federal funds for a total of approximately \$1,345,000.00. Selection of bid awarding will be performed by Donna Norris, CNP Supervisor and Sharon Zilucca, Purchasing and Property Management using the bidding module of the Inventory program.

Name of Firm: Douglas Food Stores, Inc.

Signature of Authorized Representative: *Maggie Chafin*

Typed Name of Authorized Representative: Maggie Chafin

Title of Authorized Representative: Project Manager

Complete Address of Firm: 301 North Street, Bluefield, WV 24701

Telephone Number: (304)327-0149 x1200

Fax Number: (304)325-3848

Date: 05/16/2022