



# Livingston Parish Public Schools

*Excellence in Education!*

13909 Florida Boulevard

P.O. Box 1130

Livingston, Louisiana 70754-1130

Phone: (225) 686-7044 Fax: (225) 686-3052 Website: [www.lpsb.org](http://www.lpsb.org)

**Alan "Joe" Murphy**  
Superintendent

**Jody Purvis**  
Assistant Superintendent

**Bruce Chaffin**  
Assistant Superintendent

## CHILD NUTRITION PROGRAM BID 2024-2025 SCHOOL YEAR BID NO. 24-05

### INVITATION TO BID BY SEALED BID

**BID REQUESTED: ICE CREAM PRODUCTS**  
**CONTRACT TIME PERIOD: JULY 1, 2024 TO JUNE 30, 2025**

**BID RELEASE DATE: MARCH 7, 2024**

**BID OPENING DATE: APRIL 9, 2024 AT 10:00 A.M. CST**

### GENERAL RULES, CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR ICE CREAM PRODUCTS

#### SECTION I INSTRUCTIONS TO BIDDERS

Sealed bids will received by Livingston Parish Public Schools, Child Nutrition Department, 13909 Florida Boulevard, Livingston, Louisiana 70754 or bids may be submitted electronically at [www.centralbidding.com](http://www.centralbidding.com) until 10:00 A.M., Tuesday, April 9, 2024, for providing Ice Cream Products to Livingston Parish Public Schools, Child Nutrition Department, in accordance with the following instructions and specifications.

1. All bids shall be submitted sealed to Livingston Parish Public Schools, Child Nutrition Department on or before the above date and time. Bids received after the date and time designated for opening of bids, or any received unsealed, will not be considered. At the above time and place, bids will be publicly opened, including electronic bids at Livingston Parish Public Schools Central Office, 13909 Florida Boulevard, Livingston, Louisiana 70754.
2. The responsibility for timely delivery of bids rests solely with the bidder. Bids delayed through the mail and arriving after the stated date and hour cannot be accepted. It is the bidder's responsibility to verify the bid is delivered to the correct department and building, and the department/building will be open when the bid is expected to arrive.
3. If submitting a paper bid, place the bid in a sealed envelope and mark the outside of the envelope with the Bid Number, Bid Name and Bidder's Name.

4. Bids shall be submitted in strict accordance with the specifications and instructions. Unless otherwise provided for, all bids must be submitted on, and in accordance with forms provided and properly signed. **Bids must be signed by a duly authorized representative of the firm and returned in a sealed envelope marked with the Bid Number, Bid Name and Bidder's Name.**
5. The bid form must be typed or completed in ink. Any corrections must be made by drawing a line through the error and writing the correction. All corrections must be initiated by the person signing the bid. No corrections by erasure or use of correction fluid are allowed.
6. The prices quotes shall include handling and delivery to Livingston Parish Public Schools. UNIT PRICE SHOULD NOT EXCEED FOUR (4) DECIMAL POINTS.
7. Errors in quoted prices or in the preparation of the bid will not relieve the vendor except as provided under Louisiana Revised Statutes.
8. If the bidder quotes a unit price and a total price for the same item and there is a discrepancy between the unit price and the total price, the unit price will stand as the bid price.
9. In addition to the bid form, the attached forms MUST be completed, signed, and returned with the bid form for bid to be considered.
  - A. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
  - B. Certification of Independent Price Determination
  - C. Certification Regarding Lobbying
  - D. Disclosure of Lobbying Activities
  - E. Bid Form Acknowledgment
  - F. Buy American Certification Form

## **SECTION II COST/PRICE ANALYSIS STATEMENT**

Based on analysis of prior bid pricing and previous bid history of like or similar items, the anticipated total estimated value of this bid is approximately \$150,000.00. The estimated value provides vendors a point of reference from prior bid and usage costs. Livingston Parish Public Schools shall not be held to the estimated dollar value for total purchased related to this bid.

## **SECTION III DETERMINATION OF BID AWARDS**

1. The award will be awarded to the lowest responsive and responsible bidder on an **ALL OR NOTHING** basis taking into consideration the quantity of the products to be supplied, the quality of the products to be supplied, and their conformity with specifications.
2. Awards will only be made to the company that submits a bid. Awards will not be made to secondary companies that a bidder may use for bid completion, such as if a secondary vendor is used for delivery purposes, etc.

3. Livingston Parish Public Schools reserves the right to obtain clarification of a vendor's bid or to obtain additional information necessary to evaluate their bid. Failure of a vendor to respond to such request for additional information or clarification may result in rejection of the vendor's bid.
4. Bids will not be awarded based on value added features. The district has the option to accept value added features or items such as program points and rewards, only after a bid has been awarded. After items are awarded on a bid if they qualify for value added benefits, then the district may or may not choose to accept the value-added benefits.
5. Livingston Parish Public Schools, Child Nutrition Department reserves the right to reject any and all bids, increase or decrease the number of facilities to be serviced, and waive all informalities.

#### **SECTION IV AWARD AND ACCEPTANCE**

1. Awards become official at the time bids are accepted by Livingston Parish School Board.
2. Any objection to an award by Livingston Parish School Board must be filed in writing and must be received by Livingston Parish Public Schools, Child Nutrition Department no later than 9:00 a.m. on the first Tuesday following the official award. In the event Livingston Parish Public Schools are closed the first Tuesday following the official award, an objection to an award should be submitted the next business day.
3. Bidders submitting a response to the solicitation, whether successful or unsuccessful, will be provided a copy of the bid award analysis/tabulation by email and/or U.S. Postal Mail. A written award in the form of a Purchase Order, Contract, written notice of award or any combination of these three to the successful bidder shall be deemed to result in a binding contract for the purchase of materials or supplies without further action by either party as provided in L.R.S. 38:2216.

#### **SECTION V POOR PERFORMANCE**

Any vendor who has demonstrated poor performance during a current or previous agreement with the School District may be considered a non-responsible bidder and their bid may be rejected. Livingston Parish Public Schools, Child Nutrition Department reserves the right to exercise this option as is deemed proper and necessary. Vendors may be disqualified from doing business with Livingston Parish Public Schools, Child Nutrition Department when multiple written documentations prove poor performance has been demonstrated by the vendor on multiple occasions or when the district has a valid reason to disqualify a vendor.

## **SECTION VI REJECTION OF BIDS**

Subject to the provisions of R.S. 38:2211 et. Seq., Livingston Parish Public Schools reserves the right to reject any or all bids for just cause.

## **SECTION VII SPECIFICATIONS**

1. Specification of certain brands, item 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 Livingston Parish Public Schools, Child Nutrition Department. Such use of brand names is in no way designed or intended to restrict bidding but, contrarily, to invite bids of comparable products that would equally satisfy the requirement stated herein.
2. If submitting a price on an item other than the brand/item number specified, the bidder MUST contact Livingston Parish Public Schools, Child Nutrition Department at (225) 686-4278 for pre-approval. It will be the decision of Livingston Parish Public Schools, Child Nutrition Department to approve substitute items.
3. Bidder must enter the manufacturer name and item number of approved substitutes on the bid. Failure on the part of any bidder to receive pre-approval for any substituted brand/item shall be cause to reject said bid from consideration.
4. Specifications requiring "whole grain" **MUST** meet the USDA Whole Grain Rich Criteria.
5. Failure on the part of any bidder to supply all required information shall be cause to reject said bid from consideration.
6. The size stated in the specifications are representative of the approximate size desired. Actual pack, size, etc. shall be clearly stated on the bid form by the bidder. Failure to do so may prevent consideration of the item bid.
7. All products delivered shall be processed and packed in accordance with good commercial practice. All products shall conform in all respects to all application standards promulgated under the Federal Food, Drug and Cosmetic Act, Louisiana Department of Health & Hospitals, and Livingston Parish Department of Health in effect at the time of delivery. Containers specified are to be representative of the product to be furnished if awarded the quotation.

## **SECTION VIII TECHNICAL DATA**

1. When bidding an alternate, Manufacturer's Product Specification Sheet, Nutrition Facts Label, Child Nutrition Statement or Product Formulation Sheet, including product crediting for the Child Nutrition Program, must accompany all bids. Failure to submit complete specification documentation 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 of the formal bid where specified. The absence of written deviations at the time of submittal of the bid will hold the bidder strictly accountable to Livingston Parish Public Schools Child Nutrition specifications as written.

## **SECTION IX ORDER AND DELIVERY PROVISIONS**

1. Orders will be placed by the Child Nutrition Program Administration, not site managers.
2. Vendor shall notify Livingston Parish Public Schools, Child Nutrition Department of all shortages prior to delivery at a mutually agreeable time in order to make substitutions.
3. Vendor shall be responsible for the ice cream until they are delivered to the location(s) specified in the bid specifications.
4. Deliveries will be accepted between 6:00 A.M. and 1:00 P.M. If a delivery is delayed for any reason, the Vendor shall contact Livingston Parish Public Schools, Child Nutrition Department to determine the delivery schedule.
5. Inspection and acceptance of goods will be made at time of delivery. Rejected merchandise shall be removed and promptly replaced by the vendor at no cost to Livingston Parish Public Schools, Child Nutrition Department.
6. Delivery is to be made in such a manner as to insure cleanliness and sanitation of the food. Delivery trucks shall be temperature controlled to maintain the correct temperature for all contracted products.
7. Deliveries to schools will be required as follows for the duration of the school year:
  - A. Vendor shall deliver to all schools. A complete list of schools, school addresses and site contact information are attached. A specific delivery schedule will be negotiated upon award of the bid and shall be agreeable and advantageous to both parties.
  - B. Deliveries are to be made to all school cafeterias Monday through Friday, except on school calendar holidays.
  - C. Delivery is not complete until items have been placed in the kitchen area designated by the Child Nutrition Manager and the delivery ticket is signed by a Child Nutrition employee.
  - D. Minimum delivery requirements shall be reasonable and agreed upon between the Vendor and Livingston Parish Public Schools, Child Nutrition Department.
  - E. All deliveries must be made to the school cafeteria by the vendor. Deliveries made by USPS, UPS, FedEx, or any other 3<sup>rd</sup> party delivery service are not acceptable and is prohibited.
  - F. All shipment or deliveries shall be accompanied by packing slips or delivery tickets, and contain Delivery Date, Vendor Stock Number,

Quantity Ordered, Quantity Delivered, Price Based on Bid, and Name of Vendor.

8. Vendor accepts responsibility for damage to products or property caused by their personnel.

## **SECTION X CANCELLATION OF ORDERS**

1. Livingston Parish Public Schools, Child Nutrition Department reserves the right to cancel any order or portion thereof which a vendor fails to deliver at the time specified.
2. Livingston Parish Public Schools, Child Nutrition Department may cancel any products under the contract during the contract period, without penalty, due to modification in the Livingston Parish Public Schools Child Nutrition Programs.

## **SECTION XI INABILITY TO DELIVER**

1. Vendor 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 control of the Vendor. If deliveries cannot be made for these reasons, the Child Nutrition Supervisor must be notified and the Vendor shall then deliver at the earliest possible date.
2. Livingston Parish Public Schools, Child Nutrition Department must be notified in sufficient time to make further arrangements concerning items that cannot be delivered. If Vendor is in error in making a delivery, it is the Vendor's responsibility to correct the delivery error. If at any time Vendor cannot provide the awarded products, Livingston Parish Public Schools, Child Nutrition Department has the right to procure products from the next lowest vendor.
3. Vendor shall ensure any shortages are delivered to school(s), by the Vendor, in sufficient time to meet menu requirements and schedules.

## **SECTION XII CHANGE OF BRAND AND/OR CODE NUMBER OF ITEMS DELIVERED**

It is always expected that vendors will deliver the exact items awarded on bid awards. However, if for any reason there should be a change in the brand or code number of items delivered, the Child Nutrition Department must be notified in sufficient time to determine if the alternate meets requirements, or to make further arrangements concerning the alternate.

## **SECTION XIII STATEMENTS AND PAYMENTS**

1. All deliveries shall be accompanied by packing slips or delivery tickets, and contain Vendor Name, Delivery Date, Vendor Stock Number, Quantity Ordered, Quantity Delivered, and Price Based on Bid.

2. Statements shall be submitted monthly to Livingston Parish Public Schools, Child Nutrition Department, no later than seven (7) days after the month in which the delivery was made. Each statement shall contain a record of all purchases, by school, for the month (in chronological order with invoice number listed).
3. Statements shall be verified for accuracy and completeness by Livingston Parish Public Schools, Child Nutrition Department and shall pay accurate and complete statements by approximately the twentieth (20<sup>th</sup>) day of the month following receipt.
4. Vendor shall provide usage reports to the Child Nutrition Department as requested. Usage reports shall be provided in a format determined acceptable by the Child Nutrition Department.

#### **SECTION XIV TERM BID AGREEMENTS**

1. If this bid results in a term contract with the Vendor, Livingston Parish Public Schools, Child Nutrition Department must receive all general price decreases other customers receive.
2. At the option of Livingston Parish School Board and acceptance by the awarded vendor, the awarded contract may be renewed at the same terms and conditions for up to two (2) additional twelve (12) month periods. Livingston Parish Public Schools, Child Nutrition Department shall notify the contracted party, in writing, by April 1<sup>st</sup> of the year the contract, or any extension thereof, ends if it intends to renew the contract.
3. Vendor shall hold all prices firm against any increases for the first year of the contract. Prior to the commencement of the second year of the Contract, and subsequent renewal terms, Vendor may submit a request for price adjustments, in writing, at least sixty (60) days prior to the renewal date. Such a request shall include at a minimum:
  - A. The cause for the adjustment;
  - B. Proposed effective date; and
  - C. The amount of the change requested with documentation to support the requested adjustment.

Any price adjustment approved by Livingston Parish School Board, in its sole discretion, is subject to the following conditions:

- A. The total of any Livingston Parish School Board approved increase in a contract unit price made under this clause at the time of renewal may not exceed a total of five (5) percent of the original contract unit price;
- B. Any Livingston Parish School Board approved increase contract price shall not apply to orders received by the Vendor prior to the effective date of the increased contract unit price; and
- C. Such requested contract unit prices increase shall become effective only upon written approval by the Livingston Parish School Board.

- Livingston Parish Public Schools, Child Nutrition Department may allow up to five (5) other school systems within Louisiana to purchase items awarded on this bid at the same prices with the same terms and conditions. If another school system wants to request a "piggyback" on this bid, they will be required to get permission from Livingston Parish Public Schools and from the awarded vendor prior to submitting an order.

## **SECTION XV SUBCONTRACTING**

Subcontracting of part of this bid by the successful bidder to other responsible entities (e.g. dairies) is permitted as hereinafter provided:

- Subcontractors shall be regularly in the dairy business and have the capability to fulfill and deliver that part of the work as may be awarded to them.
- All subcontractors shall have the proper approval of Livingston Parish Public Schools, Child Nutrition Department before the effective date of this bid.
- The successful bidder must detail to Livingston Parish Public Schools, Child Nutrition Department the quantity of business, method of distribution and schools served by the subcontractor to the full and complete satisfaction of the Child Nutrition Department.

## **SECTION XVI INSPECTION AND RECORDKEEPING**

- Livingston Parish Public Schools, Child Nutrition Department reserves the right to have any products inspected at any time by the Livingston Parish Department of Health. Any items condemned or rejected as a result of any inspection by the Livingston Parish Department of Health or as determined by any Child Nutrition employee, shall be replaced. The Vendor is responsible for any damage to the ice cream caused by Vendor, Vendor's employee, contractor and/or the supplied ice cream freezer utilized for the storage of ice cream after delivery. The Vendor is not responsible for any damage to the ice cream supplies caused by the Child Nutrition Department, its officers, agents or employees or by the malfunctioning of any District equipment utilized for the storage of ice cream after delivery.
- Livingston Parish Public Schools, Child Nutrition Department reserves the right to conduct a site visit and/or inspection of the low bidder's warehouse or facility before making an award.
- Bidder is required to allow access by duly authorized representatives of Livingston Parish Public Schools, State Agency, United States Department of Agriculture, and/or the Comptroller General to any books, documents, papers, and records of the contract which are directly pertinent to all negotiated contracts.

## **SECTION XVII CONTRACT CONDITIONS**

- Vendor shall be required to reimburse Livingston Parish Public Schools, Child Nutrition Department in cash for in-kind replacement at the Child Nutrition Department's discretion, for the value of any lot which fails to pass inspection and for any losses in reimbursement which result from the supplier's failure to provide



products which contain the minimum quantities and components required for reimbursable meals.

2. If Livingston Parish Public Schools, Child Nutrition Department terminates this contract in whole or in part, because of failure of Vendor to furnish the supplies in accordance with the specifications and terms of this contract, Livingston Parish Public Schools, Child Nutrition Department may acquire services and supplies similar to those terminated and the Vendor will be liable to Livingston Parish Public Schools, Child Nutrition Department for any excess costs for those services and supplies and other damages of Livingston Parish Public Schools, Child Nutrition Department to include additional administrative cost, advertising costs, if any, and attorney fees. However, the contract shall continue to furnish the supplies not terminated.
3. Livingston Parish Public Schools, by written notice, may terminate this contract, in whole or in part, if there is a reduction in Federal or State funds provided to the Livingston Parish Public Schools, Child Nutrition Department. If this contract is terminated, the Vendor shall be paid for any services or food supplies furnished up to the date of termination.
4. The Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFP Part 60).
5. The Vendor shall 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).
6. Livingston Parish Public Schools, Child Nutrition Department reserves the right to request pricing on products, not currently on the bid, for purchase during the duration of this bid term.
7. Vendor is required to maintain all records for three (3) years after final payment and all other pending matters (audits) are closed for all negotiated contracts.

## **SECTION XVIII**

### **CONTRACT TERMINATION FOR CONVENIENCE AND FOR CAUSE**

1. Livingston Parish School Board reserves the right to terminate any contract at any time, for any reason, by providing fourteen (14) days' written notice to the vendor. If the contract is terminated for convenience by the Livingston Parish School Board, the vendor will be paid for all items received and for any work completed as of the date of termination. In this case, contract termination does not arise from any fault on the part of the vendor (Appendix 2 CFR 200 (B)).
2. Where Livingston Parish School Board has determined that the vendor is in default, for any reason, Livingston Parish Public Schools, Child Nutrition Department reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the vendor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent

bid from the defaulting vendor will be considered. Livingston Parish Public Schools, Child Nutrition Department may choose to award products to the vendor with the next top lowest bid prices, as applicable. Livingston Parish Public Schools, Child Nutrition Department reserves the right to terminate any contract at any time, for any reason, by providing fourteen (14) days' written notice to the vendor. When a vendor violates or breaches contract terms, Livingston Parish Public Schools, Child Nutrition Department will contact the school district's legal counsel for advisement, when necessary. Sanctions and penalties may be applied as appropriate. (Appendix II of 2 CFR Part 200 (A)). Termination of a contract for cause to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:

- A. Failure to deliver within the time specified in the contract;
- B. Failure to meet quantity requirements;
- C. Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition;
- D. Misrepresentation by the Vendor, administratively, contractually, or any other misrepresentation;
- E. Fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with Livingston Parish School Board;
- F. Conflict of contract provisions with constitutional or statutory provisions of state or federal law; or
- G. Any other breach of contract.

## **SECTION XIX GIFTS AND GRATUITIES**

Acceptance of gifts from contracts and the offering of gifts by vendors is prohibited. No employee of Livingston Parish Public Schools purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity. No employee of Livingston Parish Public Schools is allowed to purchase products and/or receive favors of any kind under the provisions of this contract.

## **SECTION XX PRODUCT RECALLS**

Vendor shall notify Livingston Parish Public Schools, Child Nutrition Department of any manufacturer's recalls regarding items ordered under said contracts. The vendor shall contact the Child Nutrition Department at (225) 686-4278, within 24 (twenty-four) hours of notification.

## **SECTION XXI INSURANCE REQUIREMENTS**

1. Vendor working on Livingston Parish Public Schools property shall furnish an insurance certificate with coverages acceptable to Livingston Parish Public Schools.
2. Vendor shall be required to purchase and maintain during the life of the contract, commercial general liability insurance, comprehensive automobility liability insurance, and workers' compensation insurance with limits of not less than those set forth below:

**Commercial General Liability**

At least \$1,000,000 combined single limit coverage per occurrence for bodily injury and property damage.

**Comprehensive Automobile Liability**

At least \$1,000,000 limit coverage for bodily injury per person, per occurrence. At least \$1,000,000 limit coverage for property damage.

**Workers' Compensation**

As required by Louisiana State Statute.

**Umbrella Liability Coverage**

An umbrella liability policy or excess may be used to meet minimum insurance requirements.

**SECTION XXII**

**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."

**SECTION XXIII**

**DAVIS-BACON ACT**

Whereas applicable, 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. 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.

## **SECTION XXIV**

### **COPELAND "ANTI-KICKBACK" ACT**

The vendors 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 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.

## **SECTION XXV**

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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.

## **SECTION XXVI**

### **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.

## **SECTION XXVII**

### **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

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).

## **SECTION XXVIII**

### **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.

## **SECTION XXIX**

### **BYRD ANTI-LOBBYING AMENDMENT**

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.

## **SECTION XXX**

### **BUY AMERICAN PROVISION REQUIREMENTS FOR FOOD ITEM COMPONENTS**

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. This requirement pertains to component items. It does not include spices, sauces, etc. Livingston Parish Public Schools 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 procurements 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.

Alternative substitutes(s) that are domestic and meet the required specifications:

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

2. Competitive bids reveal the cost of a U.S. food is significantly higher than the non-domestic product.

The vendor must identify all food products bid by the Company that do not meet the definition of "domestic" on the Buy American Provision Certificate (attached). If the vendor wants to deliver a non-domestic product that was not approved at the time a bid, quote, or RFP award, then Livingston Parish Public Schools, Child Nutrition Department must be notified in sufficient time to evaluate the non-domestic product to determine whether the non-domestic product will be accepted or not.

**NOTE: THE BUY AMERICAN PROVISION CERTIFICATION FORM INCLUDED WITH THIS BID MUST BE COMPLETED, SIGNED, AND RETURNED WITH THIS BID FOR THE BID TO BE CONSIDERED. IF NO PRODUCTS ARE TO BE LISTED ON THIS FORM, THE FORM STILL NEEDS TO BE SIGNED AND RETURNED WITH THE BID FOR THE BID TO BE CONSIDERED.**

### **SECTION XXXI**

#### **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 recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322).

### **SECTION XXXII**

#### **AFFIRMATIVE ACTION**

Livingston Parish Public Schools, Child Nutrition Department and the vendor/bidder will take all necessary affirmative steps outlined in 2 CFR 200.321 to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the above paragraphs of this section.

## **SECTION XXXIII CIVIL RIGHTS/NON-DISCRIMINATION STATEMENT**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

## **SECTION XXXIV OTHER CONTRACT PROVISIONS**

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, 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.

**BID FORM ACKNOWLEDGMENT**  
**LIVINGSTON PARISH PUBLIC SCHOOLS**  
**24-05: ICE CREAM PRODUCTS 2024-2025 SCHOOL YEAR**  
**DUE: APRIL 9, 2024, 10:00 A.M.**

1. Bids will be accepted until 10:00 A.M., Tuesday, April 9, 2024 and will be publicly opened at that time and read aloud at the Livingston Parish Public Schools' Central Office.
2. Bids shall be submitted in sealed envelopes, clearly marked with the Bidder's name, and "Bid No. 24-05: Ice Cream Products" on the outside.
3. Award will be granted at the Livingston Parish School Board Meeting to the lowest responsive bidder on an **ALL OR NOTHING BASIS**.
4. Bids must be typed or completed in ink.
5. Taxes shall not be included Act 1029 of 1991 exempts the System and the schools from any Sales and Use Taxes.

Bidder Name: \_\_\_\_\_  
Please Print

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I/we acknowledge receipt of the following addenda:**

Date \_\_\_\_\_ Addenda # \_\_\_\_\_

Date \_\_\_\_\_ Addenda # \_\_\_\_\_

Date \_\_\_\_\_ Addenda # \_\_\_\_\_

Date \_\_\_\_\_ Addenda # \_\_\_\_\_

Date \_\_\_\_\_ Addenda # \_\_\_\_\_

**Total of all items bid, including pre-approved substitutes:**

\$ \_\_\_\_\_ (written figures)

\_\_\_\_\_ (words)

VENDOR: \_\_\_\_\_  
 THIS BID FORM MUST BE COMPLETED IN INK AND RETURNED WITH YOUR BID.



# CERTIFICATION STATEMENT

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

### U.S. DEPARTMENT OF AGRICULTURE

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

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

---

Organization Name

---

Name and Title of Authorized Representative

---

Signature

---

Date

# CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

\_\_\_\_\_  
Name of Vendor

Livingston Parish Public Schools  
\_\_\_\_\_  
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:**

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
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.**

*s/Sommer D. Purvis*  
\_\_\_\_\_  
Signature of School Food Authority/Sponsor

CN Supervisor  
\_\_\_\_\_  
Title

3/7/2024  
\_\_\_\_\_  
Date

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

## CERTIFICATION REGARDING LOBBYING

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

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 and 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.

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.

---

Name of Vendor

---

Address of Vendor

---

Title/Titles of Submitting Official

---

Signature

---

Date

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

|   |   |  |
|---|---|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
|---|---|--|

|   |   |
|---|---|
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>Congressional District, if known: _____ | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><br>Congressional District, if known: _____ |
|---|---|

|  |  |
|--|--|
| <b>6. Federal Department/Agency:</b><br><br> | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____ |
|--|--|

|   |   |
|---|---|
| <b>8. Federal Action Number, if known:</b><br>_____ | <b>9. Award Amount, if known:</b><br>\$ _____ |
|---|---|

|   |   |
|---|---|
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(If individual, last name, first name, MI):</i><br><br> | <b>b. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i><br><br> |
|---|---|

|   |   |
|---|---|
| <b>11.</b> 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: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____ |
|---|---|

|                          |  |
|--------------------------|--|
| <b>Federal Use Only:</b> | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97) |
|--------------------------|--|

## 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 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 receipt. 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; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the 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 registrant under the Lobbying Disclosure Act of 1995 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. Certifying official shall sign and date the form, print his/her name, title and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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.*

# BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

## Livingston Parish Public Schools Child Nutrition Programs

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

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

| <b>VENDOR MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)</b> |  |
|--|--|
| _____  | 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:   |
|  | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |
|  | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> |

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

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

**ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL**

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.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**LIVINGSTON PARISH PUBLIC SCHOOLS**

The sponsor must approve all non-domestic agricultural products that will be awarded under this contract. The sponsor is responsible for determining if the information provided by the vendor is true and correct.

Authorized Representative Name: Sommer D. Purvis

Approval from Authorized Representative: \_\_\_\_\_

Title: Child Nutrition Supervisor Date Approved: \_\_\_\_\_



**CHILD NUTRITION CONTACT LIST  
LIVINGSTON PARISH PUBLIC SCHOOLS**

| <b>School</b>                   | <b>Cafeteria Manager</b> | <b>Telephone</b> | <b>Address</b>         | <b>City, State, Zip</b>     |
|---------------------------------|--------------------------|------------------|------------------------|-----------------------------|
| Albany Elementary               | Crystal Stewart          | (225) 567-3837   | 30020 W. Murray St.    | Albany, LA 70711            |
| Albany High                     | Amy Ellzey               | (225) 567-9892   | 1 Hornet Lane          | Albany, LA 70711            |
| Albany Middle                   | Patricia Vicknair        | (225) 567-5942   | 29675 Reeves St.       | Albany, LA 70711            |
| Denham Springs Elementary       | Katie Davis              | (225) 665-6220   | 306 N. Range Ave.      | Denham Springs, LA 70726    |
| Denham Springs Freshman         | Sharon Godwin            | (225) 665-1057   | 940 Range Ave. N.E.    | Denham Springs, LA 70726    |
| Denham Springs High             | Johanne Robinson         | (225) 665-8258   | 1000 N. Range Ave.     | Denham Springs, LA 70726    |
| Denham Springs Jr. High         | Veronica Averett         | (225) 665-5105   | 401 Hatchell Ln.       | Denham Springs, LA 70726    |
| Doyle High                      | Cindy Brooks             | (225) 686-0552   | 20480 Circle Dr.       | Livingston, LA 70754        |
| Doyle Elementary                | Cindy Brooks             | (225) 686-2440   | 29285 S. Range Rd.     | Livingston, LA 70754        |
| Eastside Elementary             | Rachelle Lewis           | (225) 791-8517   | 9735 Lockhart Rd.      | Denham Springs, LA 70726    |
| French Settlement Elementary    | Kimberly Villeneuve      | (225) 698-6860   | 15810 LA Hwy 16        | French Settlement, LA 70733 |
| Freshwater Elementary           | Rachelle Lewis           | (225) 664-3573   | 1025 Cockerham Rd.     | Denham Springs, LA 70726    |
| Frost School                    | Dwana Thornton           | (225) 698-3751   | 19672 LA Hwy 42        | Livingston, LA 70754        |
| Gray's Creek Elementary         | Janna Williams           | (225) 667-3660   | 11400 LA Hwy 1033      | Denham Springs, LA 70727    |
| Holden School                   | Cheryl Quamme            | (225) 567-9071   | 30120 LA Hwy 441       | Holden, LA 70744            |
| Juban Parc Elem.                | Trecia Price             | (225) 665-8617   | 12555 Brown Rd.        | Denham Springs, LA 70726    |
| Juban Parc Jr. High             | Trecia Price             | (225) 667-9005   | 12470 Brown Rd.        | Denham Springs, LA 70726    |
| Levi Milton Elem.               | Melissa Summerford       | (225) 664-9713   | 31450 North Walker Rd. | Walker, LA 70785            |
| Lewis Vincent Elem.             | Frankie Gilmore          | (225) 664-8645   | 7686 Vincent Rd.       | Denham Springs, LA 70726    |
| Live Oak High                   | Jamie Brewer             | (225) 664-2953   | 36079 LA Hwy 16        | Denham Springs, LA 70706    |
| Live Oak Jr. High               | Lorraine Lee             | (225) 667-4197   | 30830 Old LA Hwy 16    | Denham Springs, LA 70706    |
| Live Oak Middle                 | TBD                      | (225) 665-1459   | 8444 Cecil Dr.         | Denham Springs, LA 70706    |
| Live Oak Elem.                  | Vickie Durnin            | (225) 664-9385   | 35194 Old LA Hwy 16    | Denham Springs, LA 70706    |
| North Live Oak Elementary       | Jacqueline Crowder       | (225) 667-3086   | 36605 Outback Rd.      | Denham Springs, LA 70706    |
| Maurepas School                 | Andre' Pinion            | (225) 695-3214   | 23923 LA Hwy 22        | Maurepas, LA 70449          |
| North Corbin Elem. & Jr. High   | Jennifer Kimble          | (225) 686-8347   | 32725 North Corbin Rd. | Walker, LA 70785            |
| Northside Elementary            | Frankie Gilmore          | (225) 686-3562   | 1090 Robbie St.        | Denham Springs, LA 70726    |
| Seventh Ward Elementary         | Jacqueline Crowder       | (225) 664-7449   | 24495 LA Hwy 16        | Denham Springs, LA 70726    |
| South Fork Elementary           | Crystalanne Ingram       | (225) 667-7436   | 23300 Walker South Rd. | Denham Springs, LA 70726    |
| South Live Oak Elementary       | TBD                      | (225) 664-7207   | 8400 Cecil Dr.         | Denham Springs, LA 70726    |
| Southside Elementary & Jr. High | Sandra Stockton          | (225) 664-5923   | 26535 LA Hwy 16        | Denham Springs, LA 70726    |
| South Walker Elementary         | Helen Ouber              | (225) 665-0858   | 13745 Milton Ln.       | Walker, LA 70785            |
| Springfield High                | Lucristia Edwards        | (225) 294-3256   | 27322 LA Hwy 42        | Springfield, LA 70462       |
| Springfield Middle              | Julia Stambaugh          | (225) 294-3470   | 24145 Coates Rd.       | Springfield, LA 70462       |
| Springfield Elementary          | Cheryl Quamme            | (225) 294-5848   | 25190 Blood River Rd.  | Springfield, LA 70462       |
| Walker High                     | Krista Thornton          | (225) 665-1173   | 9677 Florida Blvd.     | Walker, LA 70785            |
| Walker Jr. High                 | Bobbie Dunn              | (225) 665-4179   | 13443 Burgess Ave.     | Walker, LA 70785            |
| Walker Elementary               | TBD                      | (225) 664-4208   | 13327 Wildcat Dr.      | Walker, LA 70785            |
| Westside Jr. High               | Bobbie Dunn              | (225) 665-8260   | 12615 Burgess Ave.     | Walker, LA 70785            |

# 2024-2025 SCHOOL CALENDAR

## LIVINGSTON PARISH PUBLIC SCHOOLS

| July 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 |    |    |    |
|           |    |    |    |    |    |    |

| Aug 2024 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    | 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 |
|          |    |    |    |    |    |    |

| Sep 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 |    |    |    |    |    |
|          |    |    |    |    |    |    |

| Oct 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 |    |    |
|          |    |    |    |    |    |    |

| Nov 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 |
|          |    |    |    |    |    |    |

| Dec 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 |    |    |    |    |
|          |    |    |    |    |    |    |

| Jan 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| 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 |    |
|          |    |    |    |    |    |    |

| Feb 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| 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 |    |
|          |    |    |    |    |    |    |

| Mar 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| 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 |    |    |    |    |    |

| Apr 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| 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 |    |    |    |
|          |    |    |    |    |    |    |

| May 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| 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 |
|          |    |    |    |    |    |    |

| Jun 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| 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 |    |    |    |    |    |
|          |    |    |    |    |    |    |

### IMPORTANT DATES

First Day for Students      August 8, 2024

Last Day for Students      May 23, 2025



# Livingston Parish Public Schools

*Excellence in Education!*

13909 Florida Boulevard

P.O. Box 1130

Livingston, Louisiana 70754-1130

Phone: (225) 686-7044 Fax: (225) 686-3052 Website: [www.lpsb.org](http://www.lpsb.org)

**Alan "Joe" Murphy**  
*Superintendent*

**Jody Purvis**  
*Assistant Superintendent*

**Bruce Chaffin**  
*Assistant Superintendent*

## INVITATION TO BID

Sealed bids will be received by Livingston Parish Public Schools, Livingston, Louisiana, until 10:00 A.M., Tuesday, April 9, 2024, at which time bids will be opened and publicly read for the following:

- Bid No. 24-04: Purchased Food for 2024 – 2025 School Year
- Bid No. 24-05: Ice Cream for 2024 – 2025 School Year

Bids must be on the form provided. Forms and other information may be obtained from Livingston Parish Public Schools (LPPS), 13909 Florida Boulevard, Post Office Box 1130, Livingston, Louisiana 70754, (225) 686-4224, and from the LPPS website:

[https://www.lpsb.org/our\\_district/departments/business\\_department/purchasing\\_information](https://www.lpsb.org/our_district/departments/business_department/purchasing_information)

Furthermore, official bid documents are available at Central Bidding. Electronic bids are accepted at Central Bidding and can be accessed at [www.centralbidding.com](http://www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at (225) 810-4814.

Awards will not be made on the date of the bid opening, but will be awarded by the School Board at a later meeting.

Subject to the provisions of R.S. 38:2214, Livingston Parish Public Schools reserves the right to reject any and all bids for just cause.

LIVINGSTON PARISH PUBLIC SCHOOLS

**Alan "Joe" Murphy, Superintendent**

Advertisement Dates

03/07/2024

03/14/2024

## Livingston Parish Public Schools

### Child Nutrition

2024-2025 Ice Cream

7/1/2024 thru 6/30/2025

| Item Description             | Product Specification   | Brand             | Purchase Unit        | Quote Per Purchase Unit | Comments<br>Description of Pre-Approved Equal |
|------------------------------|---|-------------------|----------------------|-------------------------|---|
| Ice Cream, Cup, Variety      | Made with Reduced, Low-Fat or Fat Free Ice Cream or Yogurt, Pre-Portioned Cup with Easy to Remove Lid, Available in Variety of Flavors and/or Flavor Combinations, Serving Must Meet USDA Smart Snack Guidelines.<br><b>BIDDER MUST PROVIDE LIST OF AVAILABLE FLAVORS AND/OR VARIETIES.</b> | Hershey's; Rich's | CASE 48/Piece 3oz    |                         |   |
| Ice Cream, Cone, Variety     | Ice Cream Cone, Made with Low-Fat or Fat Free Ice Cream or Yogurt, Available in Variety of Flavors and/or Flavor Combinations, Individually Wrapped, Serving Must Meet USDA Smart Snack Guidelines.<br><b>BIDDER MUST PROVIDE LIST OF AVAILABLE FLAVORS AND/OR VARIETIES.</b>               | Hershey's; Rich's | CASE 24/Piece 4oz    |                         |   |
| Ice Cream, Sandwich, Variety | Ice Cream Sandwich Made with Low-Fat or Fat Free Ice Cream, Available in Variety of Flavors and/or Flavor Combinations, Individually Wrapped, Must Meet USDA Smart Snack Guidelines.<br><b>BIDDER MUST PROVIDE LIST OF AVAILABLE FLAVORS AND/OR VARIETIES.</b>                              | Hershey's; Rich's | CASE 24/Piece 4oz    |                         |   |
| Ice Cream, Stick Bar         | Ice Cream Stick Bar, Made with Low-Fat or Fat Free Ice Cream, Available in Variety of Flavors and/or Flavor Combinations, Individually Wrapped, Serving Must Meet USDA Smart Snack Guidelines.<br><b>BIDDER MUST PROVIDE LIST OF AVAILABLE FLAVORS AND/OR VARIETIES.</b>                    | Hershey's; Rich's | CASE 36/PIECE 2oz    |                         |   |
| Fruit Juice Cup, Frozen      | Frozen Fruit Juice, Made from 100% Real Fruit Juice, Pre-Portioned Cup with Easy to Remove Lid, Serving Must Meet USDA Smart Snack Guidelines, Serving Must Provide 1/2 Cup Fruit Contribution.<br><b>BIDDER MUST PROVIDE LIST OF AVAILABLE FLAVORS AND/OR VARIETIES.</b>                   | Hershey's; Rich's | CASE 80/Piece 4.4oz  |                         |   |
| Fruit Juice Bar, Frozen      | Frozen Fruit Bar, Made from 100% Real Fruit Juice, Available in Fruity Flavors, Individually Wrapped, Serving Must Meet USDA Smart Snack Guidelines.<br><b>BIDDER MUST PROVIDE LIST OF AVAILABLE FLAVORS AND/OR VARIETIES.</b>  | Hershey's; Rich's | CASE 36/Piece 2.75oz |                         |   |

| Item Description            | Product Specification  | Brand             | Purchase Unit        | Quote Per Purchase Unit | Comments<br>Description of Pre-Approved Equal |
|-----------------------------|--|-------------------|----------------------|-------------------------|---|
| Fruit Bar, Frozen           | Frozen Fruit Bar, Made with Real Fruit, Individually Wrapped, Serving Must Meet USDA Smart Snack Guidelines.<br><b>BIDDER MUST PROVIDE LIST OF AVAILABLE FLAVORS AND/OR VARIETIES.</b>                   | Hershey's; Rich's | CASE 36/Piece 4oz    |                         |   |
| Ice Pop, Flavored           | Flavored Ice Pop, Made with Fruit Juice, Pre-Portioned with Easy to Remove Lid, Serving Must Meet USDA Smart Snack Guidelines.<br><b>BIDDER MUST PROVIDE LIST OF AVAILABLE FLAVORS AND/OR VARIETIES.</b> | Hershey's; Rich's | CASE 24/Piece 2.75oz |                         |   |
| <b>TOTAL COST:</b> \$ _____ |  |                   |                      |                         |   |

BIDDER'S SIGNATURE: \_\_\_\_\_