

Livingston Parish Public Schools
State of Louisiana



Request for Proposal #19-04

FOOD SERVICE DISPOSABLES

Issued:

Thursday, April 18, 2019

Responses Due:

Wednesday, May 22, 2019

All responses must be sent to:
Livingston Parish Public Schools
Attn: Maria Bernard
Purchasing Agent
Business Department
P.O. Box 1130, 13909 Florida Blvd.
Livingston, LA 70754
Phone: (225) 686-4209
Facsimile: (225) 686-4279
Email: maria.bernard@lpsb.org

TABLE OF CONTENTS

DEFINITIONS	3
SCHEDULE	3
STATEMENT OF WORK.....	4
OBJECTIVE	4
PROCESS	4
PROFILE OF AGENCY ISSUING RFP	5
SCOPE OF WORK	5
PROPOSAL REQUIREMENTS.....	6
GENERAL PROPOSAL INSTRUCTIONS.....	6
PROPOSAL EVALUATION CRITERIA	7
PROPOSAL FORMAT	8
PROPOSAL TERMS AND CONDITIONS	10
REQUEST FOR PROPOSAL FORMAT	10
AUTHORIZED SIGNATURES.....	10
BULLETINS AND ADDENDA.....	11
FALSE AND MISLEADING STATEMENTS.....	11
CLARIFICATION OF PROPOSAL	11
RESPONSIVENESS	11
POOR PERFORMANCE.....	11
REJECTION OF PROPOSAL.....	11
PROPOSAL MODIFICATIONS	12
NEGOTIATIONS.....	12
POSTPONEMENT OF DATE FOR RECEIPT AND OPENING OF PROPOSALS	12
ACCEPTANCE OF PROPOSALS	12
CANCELLATION OF SOLICITATION	13
PROTEST OF AWARD	13
TERMINATION	13
COOPERATIVE PURCHASING	14
INSURANCE	15
COMPLIANCE OF LAWS	15
PUBLIC RECORDS.....	15
COST/PRICE ANALYSIS STATEMENT	16
EQUAL EMPLOYMENT OPPORTUNITY.....	16
CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.....	17
DAVIS-BACON ACT.....	17
COPELAND “ANTI-KICKBACK” ACT	17
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.....	18
CIVIL RIGHTS STATEMENT.....	18
BYRD ANTI-LOBBYING AMENDMENT	19
RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.....	19
DEBARMENT AND SUSPENSION	19
CHILD NUTRITION PROGRAMS CERTIFICATION FORMS.....	20
APPENDIX A – REQUIRED SIGNATURE PAGE FOR PROPOSALS	21
APPENDIX B – CERTIFICATION FORMS FOR CNP	22
APPENDIX C – RFP #19-04 ADVERTISEMENT.....	29

I. DEFINITIONS

Where the words, “PROPOSER”, “CONTRACTOR”, “FIRM” or “VENDOR” are mentioned in these specifications and subsequent documents, it shall be understood to refer to the individual or corporation submitting a proposal and to whom a contract may be awarded. Where the words “OWNER”, “LPPS”, “DISTRICT” OR “SCHOOL BOARD” are mentioned in these specifications and subsequent documents, it shall be understood to refer to LIVINGSTON PARISH PUBLIC SCHOOLS. Where the words, “SHALL” and “MUST” are mentioned in these specifications, a mandatory requirement is set forth. Where the word “MAY” is mentioned in these specifications, an advisory or permissible action is requested. Where the words, “SHOULD” and “ALLOWS” are mentioned in these specifications, a desirable action is requested.

II. SCHEDULE

The following is the current schedule as defined by Livingston Parish Public Schools (LPPS):

Selection Process Step	Date(s)
Release and Issuance of the Request for Proposal (RFP)	Thursday, April 18, 2019
Pre-Proposal Conference - optional	Tuesday, April 30, 2019
Notification by Vendors of Intent to Propose Due	Friday, May 3, 2019
Written Questions Due	Friday, May 3, 2019
Date for Publishing Answers to Vendors' Questions	Tuesday, May 7, 2019
Proposals Due	Wednesday, May 22, 2019
Establishment of Competitive Range	Thursday, May 23, 2019
Vendor Discussions/Presentations (if needed)	Monday, May 27, 2019 - Tuesday, May 28, 2019
Best and Final Offers	Wednesday, May 29, 2019
Vendor Selection/ Notice of Intent to Award	Friday, May 31, 2019
Contract Negotiations	Monday, June 3, 2019
Board Approval	Thursday, June 20, 2019
Notice of Regret	Monday, June 24, 2019

Vendors are encouraged to submit a letter of intent to propose by Friday, May 3, 2019 to:

Maria Bernard
Purchasing Agent
Livingston Parish Public Schools
P.O. Box 1130
Livingston, La 70754-1130
Email: maria.bernard@lpsb.org
Fax: (225) 686-4279

An optional Pre-Proposal Conference is planned for Tuesday, April 30, 2019. The meeting will be held at 2:00 PM, CDT, 13909 Florida Blvd. Livingston Parish Public Schools Board Room, Livingston, LA. All questions regarding the Request for Proposal (RFP) should be submitted, in

writing only, by fax or e-mail no later than 4:00 PM, CDT, Friday, May 3, 2019. Please reference: RFP #19-04 Food Service Disposables- Questions. Verbal questions will also be discussed at the Pre-Proposal Conference; however, verbal questions should still be submitted in writing to receive a written response. Questions received after this date and time may not be accepted. See information above for addresses/fax number.

Responses to submitted questions will be published by close of business on Tuesday, May 7, 2019 **and will be provided to all vendors who have confirmed their intent to propose.**

Vendors must submit the original and eight (8) printed copies of their Proposal along with one (1) cd-rom/flash drive containing one (1) electronic copy in Adobe PDF format and supporting materials by 10:00 AM, CDT, Wednesday, May 22, 2019. Each printed copy shall be bound or contained in a three ring binder.

Send to:

**Livingston Parish Public Schools
Purchasing Department
Attn: Maria Bernard
13909 Florida Blvd.
P.O. Box 1130
Livingston, LA 70754**

Clearly mark remitting Proposal as follows:

“SEALED PROPOSAL – RFP #19-04 FOOD SERVICE DISPOSABLES”

Bids may also be submitted electronically via Central Bidding, at centrallauctionhouse.com.

III. STATEMENT OF WORK

A. Objective

The objective of this solicitation is to obtain a long term (minimum 2 years/ maximum 5 years), national or regional catalog, consortium, or cooperative purchase agreement for the procurement of food service disposable products to be used by approximately 48 sites across Livingston Parish.

B. Process

LPPS will review acceptable proposals received and then, in committee, make a final vendor selection using scoring criteria as outlined in this document, subsequent interviews (if needed) and reference checks. LPPS will also compare prices on a variety of commonly used product purchased by the district. The price analysis will be attached to the Notice of Intent to Award when submitted to proposers. After final contract negotiations and with approval of award by the board, LPPS will establish a two (2) year contract with awarded vendor to fulfill the immediate and future needs throughout the district for custodial supplies. The contract will have an option to be extended for an additional three (3) years

upon mutual agreement between LPPS and awarded vendor. The extension period will be awarded in one year increments.

C. Profile of Agency Issuing RFP

Livingston Parish Public Schools is a parish (county) wide school district with 22 elementary schools, 9 middle schools, 5 high schools, 9 other schools of varying grade configurations, 2 special purpose campuses, and a central office location. LPPS has 41 cafeteria sites across the district. Current student enrollment is approximately 26,500 students. LPPS employs approximately 3,475 individuals across campuses totaling approximately 3,624,186 square feet. District wide food service disposables cost are estimated to be in a range of \$350,000 to \$450,000 annually.

D. Scope of Work

LPPS will accept proposals regarding the pricing, terms, conditions and capabilities of firms that provide general food service disposable products. An award will be made and contract given to the proposer that provides the best value for a broad array of disposables that meet the various needs (as described in this document) of Livingston Parish Public Schools. For the purpose of this solicitation, food service disposables will include, but are not limited to:

Insulated Foam Cups (various sizes)	Paper Grocery Bags
Waxed Cold Cups (various sizes)	Individually Wrapped Slim Spike Milk Straws
Plastic Dinnerware Bowls (various sizes)	Polycarbonate Forks
Plastic Dinnerware Compartmented Plate	Polycarbonate Spoons
Heavy Duty Plastic Forks	Food Trays
Heavy Duty Plastic Spoons	Wax Sandwich Bags
Souffle' Cups with Lids (various sizes)	Single Serve Portion Trays (various sizes)
Aluminum Foil (Roll and Sheets)	Small Square Bowls
Foam, Hinged Lid, Containers	Aprons
Foodservice Film with Cutter	Translucent Cups with Lids (various sizes)
Reclosable Freezer Bags (various storage capacities)	Cutlery Kits (includes spike straw and napkin)
Clear Plastic Drink Cups with Lids and Inserts (various sizes)	Compartment Food Trays (Foam and Molded Fiber)
Polyethylene, Latex Free, Gloves (various sizes)	Hinged Lid Sandwich Container
Polyethylene Flat Bags, Open Tops (various sizes)	Insulated Foam Food Containers with Lids (various storage capacities)

LPPS is aware that there are consortium agreements and/ or governmental agreements that allow governmental entities to purchase food service disposables without the need to issue a formal solicitation, and as such, we are requesting information to review and compare

regarding such program that your firm currently has in place. LPPS will also review and compare pricing and capabilities of firms that do not currently have such agreements in place. It shall be noted that this Request for Proposal for food service disposables is a change in solicitation method administered by LPPS. Past solicitations have been presented as Invitations to Bid (ITB), where specific product pricing was required on particular items. Price was the primary consideration of an award with no consideration given to electronic ordering systems, delivery methods and capabilities, billing technology, and reporting capabilities for purchases. Technological developments and a change in business climate warrant LPPS to expand our considerations for a food service disposable product vendor based on the need for a mix of fair price on a more complex array of products as well as a more robust electronic ordering/decentralized delivery service that are standard procedures in today's business environment. It will be acceptable for a vendor to propose an active agreement within a National Cooperative Organization, where the vendor is an active participant, as a viable solution for LPPS. Vendors who are not participating in any such agreements or consortiums will also be considered.

LPPS is currently contracted with multiple vendors for the procurement of food service disposables, as a result of an ITB issued during May 2018. Contracts awarded as a result of the May 2018 ITB will expire June 30, 2019. LPPS also utilizes the current Louisiana State Contracts with Staples Contract and Commercial Inc. and Interline Brands Inc (SupplyWorks). LPPS intends to continue using Louisiana State Contracts regardless of this current solicitation and resulting agreement. The extent to which Louisiana State Contracts will be utilized depends upon product pricing and availability through the contract that is awarded as a result of this solicitation. The vendor of the winning proposal must accept this dual alignment. LPPS will highly discourage, if not prohibit, purchases of disposables from other sources as it relates to regular and bulk acquisitions.

IV. PROPOSAL REQUIREMENTS

This section outlines the information that MUST be included in your Proposal. Vendors should review this list to ensure that their proposals include all requested information prior to submission.

A. General Proposal Instructions

The proposal must be signed and dated by a representative of the vendor's company who is authorized to negotiate contracts.

Vendors submitting proposals shall allow for normal mail or delivery time to ensure timely receipt of their Proposal.

All requested items should be included in vendor's response. Failure to include any of the requested information within your Proposal may result in rejection /disqualification.

No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any LPPS official, employee and/or consultant. Only those transactions provided in written form from the Livingston Parish Public School System may be

considered binding. Also, LPPS will honor only written and signed transactions from vendors.

LPPS shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.

The contents of each vendor's Proposal shall remain valid for a minimum of 90 calendar days from the Proposal due date.

Please note that LPPS may not purchase all the services, applications, or equipment listed in the Request for Proposal AND Livingston Parish Public Schools reserves the right to use the current or subsequent State Contract(s) awarded for janitorial, paper and plastic, or chemical supplies that contains food service disposable product.

It is the intention of Livingston Parish Public Schools to award a contract to a single vendor for a complete catalog of food service disposables. LPPS reserves the right to exclude some categories listed in awarded catalog.

B. Proposal Evaluation Criteria

The contract will be awarded to the vendor who best meets the needs of Livingston Parish Public Schools. The evaluation criteria along with the relative weight of each are as follows:

1. Catalog (15%)

Factors to include but not limited to:

- Online, internet product information
- Variety of Items
- Quality
- Customization
- Ease of use and information retrieval
- Warranty

2. Pricing (35%)

To include all of the following, but not limited to:

- Product, percentage cost reduction off annual published catalogue prices
- Category Discounts
- Delivery Charges
- Restocking Fees
- Planned, possible price increases

3. Order and Delivery Process (20%)

To include all of the following, but not limited to:

- Online Interface
- Other Order Methods
- Delivery Scheduling for centralized delivery activity
- Delivery Scheduling for possible decentralized delivery activity

- Proof of Delivery
- Invoicing- including processes and adjustments
- Ability to perform same or next day delivery service

4. Customer Support Plan (20%)

To include all of the following, but not limited to:

- Availability of Representatives
- Online Support
- Telephone Support
- Other Value Added Service
- History of product availability for customer similar to LPPS
- Payment Terms and Conditions
- Reporting Capabilities (access to a variety of usable data reports)

5. Organization and References (10%)

To include all of the following, but not limited to:

- Locations
- References from similar operations
- Company size and structure
- Management

C. Proposal Format

Please include the following items in the order listed below.

- A. Vendor Information
- B. Ordering Process
- C. Delivery Process
- D. Customer Service Support Plan
- E. References
- F. Pricing*

*The Pricing section of the proposal DOES NOT contain or require a detailed price sheet or format for any limited, specific items. Proposer's entire catalog price matrix should be made available as a specific web link(s) to product categories. Category discounts and price adjustment strategies for catalog or product categories must be fully explained in detail. The LPPS Purchasing Agent, and any other LPPS personnel assigned, will review pricing for common and/or regular purchases made across the District. This price comparison will be made available to all Proposers once the scoring process is complete in order to provide evidence of unbiased price consideration for scoring purposes. Please note that product cost is the highest valued scoring factor for consideration in vendor selection.

SECTION A – VENDOR INFORMATION

The vendor must provide the following information that demonstrates their stability and ability to support the commitments set forth in this RFP. The vendor should provide the information on separate letterhead. Please reference each item.

History and Current Organization:

1. Provide the name, title and contact information of the person(s) responsible for clarifying responses to this RFP.
2. How long the company has been in business?
3. How long has the company provided custodial supplies?
4. A brief description of the company size and organization.
5. Restructuring or changes in company organization within past three (3) years.
6. Anticipated owner or organizational changes in the next three (3) years.
7. Indicate the company's commitment to the proposed solution.
8. Explain fully, company's involvement with any litigation by any agency within the past five (5) years because of performance.

SECTION B – ORDERING PROCESS

1. Describe your company's on-line capabilities that may include but are not limited to: multiple accounts, approval levels, reports, budgeting limits.
2. Describe other ordering methods.
3. Describe the technical support for the on-line ordering system.
4. List any additional features and options available for the on-line ordering system.

SECTION C – DELIVERY PROCESS

1. Describe delivery options and costs to include minimum order amounts and desktop/office vs. address delivery.
2. Describe proof of delivery system.
3. Describe invoicing procedures.
4. Plan for handling logistics of deliveries to approximately 48 sites across Livingston Parish.
5. Describe ability to perform same or next day delivery of product.
6. Describe delivery cancellation plan.

SECTION D – CUSTOMER SERVICE SUPPORT PLAN

1. Describe availability of customer support personnel that may include but are not limited to: on-site availability, on-line accessibility, telephone support, and operating hours.
2. Describe how warranties, returns, restocking, and damaged items will be handled.

SECTION E – REFERENCES

Provide as references a minimum of three (3) governmental entities that are currently being provided comparable services to which you are proposing. References should be of similar size and logistics to LPPS. Information provided should include agency name, address, contact name, telephone number and date service was implemented.

SECTION F – PRICING

LPPS pricing agreement should be considered as a discount off list or catalog price, broken down by product category. Category breakdown may be determined by proposer. LPPS prefers the use of a virtual catalog and internet shopping cart system working in conjunction with LPPS financial software, Munis.

Describe any planned price escalation that would be used over the course of a proposed contract agreement period of 2 to 5 years. LPPS prefers a price agreement that would allow for manufacturer costs increases only. Price adjustments will be incorporated only with notification and approval by the LPPS Purchasing Agent.

Price Increases/Decreases: Pricing may be updated on a quarterly basis. Any and all price increases must be approved by LPPS. All price increases shall be supported by manufacturer documentation or a formal cost justification letter.

V. PROPOSAL TERMS AND CONDITIONS

A. Request for Proposal Format

Proposals must be made in strict accordance with the Request for Proposal format provided herein.

B. Authorized Signatures

Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of LPPS any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of LPPS, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

C. Bulletins and Addenda

Any bulletins or addenda to the Proposal specifications issued during the period between issuance of the RFP and receipt of proposals are to be considered covered in the Proposal and in awarding a contract they will become a part thereof. Receipt of bulletins or addenda shall be acknowledged by vendors in their proposal cover letter (See Appendix A).

D. False or Misleading Statements

If, in our opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by the vendor, the entire proposal shall be rejected.

E. Clarification of Proposal

We reserve the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal.

F. Responsiveness

Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration, if the approach clearly offers LPPS increased benefits.

G. Poor Performance

Any vendor who has demonstrated poor performance during a current or previous Agreement with LPPS may be considered a non-responsible Proposer and their response may be rejected. LPPS reserves the right to exercise this option as is deemed proper and necessary. Vendors may be disqualified from doing business with LPPS when multiple written documentation proves that poor performance has been demonstrated by the vendor on multiple occasions.

H. Rejection of Proposal

Proposals that are not prepared in accordance with these instructions to vendors may be rejected and/or disqualified. If not rejected, LPPS may demand correction of any deficiency and accept the corrected proposal upon compliance with these instructions to proposing vendors.

Any one or more of the following causes, among others, may be considered sufficient for the disqualification of and the rejection of any proposal:

1. Evidence of collusion among Proposers.
2. Lack of competency as revealed by financial statements, experience, or other factors.

3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default on a previous Contract for failure to perform.
5. Any other cause which LPPS may, in its sole discretion, deem appropriate.

I. Proposal Modifications

Any vendor may modify their proposal by written or fax communications up to two (2) days prior to the closing time. The written or fax communication should not reveal the proposal price as this will not be known until the sealed proposal is opened.

J. Negotiations

LPPS reserves the right to negotiate with any and all proposers.

K. Postponement of Date for Receipt and Opening of Proposals

LPPS reserves the right to postpone the date for receipt and opening of proposals and will give written notice of any such postponement to all persons or other legal entities to which solicitation documents have been issued at any time prior to the previously scheduled closing time for receipt and opening of proposals.

Proposals will be received only at the place and only until the scheduled closing time for receipt and opening of proposals designated in the solicitation. It is the sole responsibility of the Proposer to see that the proposal is received at the designated place and by the designated time. Any proposal received after the scheduled closing time for receipt and opening of proposals will be returned unopened to the Proposer at the Proposer's expense or destroyed if requested in writing.

At the place and time set for the receipt and opening of proposals, each and every proposal, except those which have been withdrawn in accordance with this solicitation, received prior to the scheduled closing time for receipt and opening of proposals will be publicly opened and the name of the Proposer read aloud, irrespective of any technicalities or informalities in such proposals.

L. Acceptance of Proposals

The contents of the proposal of the successful proposer will become, at our option, a contractual obligation if a contract ensues. Failure of the successful proposer to accept this obligation may result in cancellation of the award.

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposing vendors. LPPS reserves the right to terminate the selection process at any time and to reject any or all proposals.

LPPS reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the Livingston Parish Public School System and to the public;

to reject the low price proposal; to accept any item of any proposal; to reject in whole or in part any and all Proposals; and to waive any and all technicalities, irregularities, and informalities in any Proposal submitted or in the Request for Proposal process; provided; however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposing vendors should not rely upon, or anticipate, such waivers in submitting their Proposal.

Unless otherwise specified herein, proposals are firm for a period of ninety (90) days. LPPS expects to establish an agreement with a begin date of July 1, 2019.

M. Cancellation of Solicitation

Livingston Parish Public Schools may cancel this solicitation at any time.

N. Protest of Award

Disputes arising from the award of Proposal must be submitted in writing to the LPPS Purchasing Agent at P.O. Box 1130, 13909 Florida Blvd., Livingston, La 70754, no later than ten (10) business days after the Notice of Intent to Award has been issued to all proposers. Disputes must provide specific reasons and any supporting documentation for the protest. The steps for dispute resolution include:

1. A meeting between the appropriate Livingston Parish Public Schools staff and disputing party will occur to discuss and resolve the complaint.
2. If the complaint cannot be resolved, then a meeting will be scheduled with legal counsels of both parties to resolve the complaint.
3. If consensus and resolution cannot be attained, further legal steps will be investigated.

Any possible litigation arising under this Agreement shall be in the Twenty-First Judicial District Court, Livingston Parish, Louisiana. In the event of conflict, the laws of the State of Louisiana shall prevail.

O. Termination

LPPS has the right to terminate any contract at any time, for any reason, by giving a notice in writing to the vendor. Failure to deliver within the time specified in the proposal will constitute a default and may cause termination of the contract.

LPPS has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:

- Failure of Vendor to submit timely and accurate invoices
- Failure of Vendor to submit accurate packing slips at time of delivery
- Failure of Vendor to acknowledge purchase order number on packing slip
- Failure of Vendor to perform timely deliveries
- Failure of Vendor to meet quantity requirements

- Misrepresentation by the vendor, administratively, contractually, or any other misrepresentation
- Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with Livingston Parish Public Schools
- Other issues caused by Vendor that breaches the awarded contract

LPPS has the right to terminate any contract at any time, for any reason, by giving a notice in writing to the vendor. If the contract is terminated by LPPS for convenience or for the best interest of the school system, 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.

P. Cooperative Purchasing

To the extent provided by law in La R.S. 33:1321-1337, as expounded upon by Attorney General Opinion 17-0152, La R.S. 38:321.1 and La R.S. 39:1702 et seq., the successful vendor may elect to make this contract available to other public agencies that participate in purchasing cooperatives or cooperative purchasing agreements with LPPS.

The bidder/proposer agrees to indemnify and hold harmless LPPS from any disputes arising from contract participation by other agencies participating in purchasing cooperatives or cooperative purchasing agreements. Disputes between a participating public agency and any bidder/proposer that may be awarded any agreement resulting from this solicitation are not the responsibility of LPPS. The exercise of any rights or remedies by the participating public agency or awarded bidder/proposer shall be the exclusive obligation of such party.

LPPS shall not be construed as a dealer, re-marketer, representative, partner, or agent of any bidder/proposer that may be awarded any agreement resulting from this solicitation.

Participating public agencies shall be held responsible under any agreement resulting from this solicitation. Payment for services and inspections and acceptance of services ordered by a participating public agency shall be the exclusive obligation of such procuring party.

LPPS shall not be obligated, liable or responsible for any order made by any participating public agency or any employee thereof, nor for any payment required to be made with respect to such order. LPPS makes no representation or guaranty with respect to any minimum purchases by LPPS or any participating public agency or any employee thereof under any agreement resulting from this solicitation.

Should the vendor elect to make this contract available to participating public agencies, additional delivery charges beyond the Livingston Parish area may be negotiated with the using agency. All other terms and conditions remain in effect throughout the term of this contract.

Q. Insurance

Any Contractor working on LPPS property shall furnish an insurance certificate with coverages acceptable to LPPS.

Contractor providing equipment shall have acceptable General Liability insurance.

Minimum acceptable coverages shall be as follows:

- Worker's Compensation – As required by Louisiana State Statute, \$1MM/\$1MM/\$1MM
- Commercial General Liability - \$1MM Combined Single Limit per Occurrence for bodily injury and property damage
- Comprehensive Automobile Liability – Bodily Injury Liability \$1MM each person; \$1MM each occurrence. Property Damage Liability \$1MM each occurrence.
- Umbrella Liability Coverage – An umbrella policy or excess may be used to meet minimum requirements.

Contractor shall produce proof of coverage on an acceptable form upon demand.

R. Compliance of Laws

All proposals shall comply with current federal, state, and other laws relative thereto. Proposals submitted are subject to. Laws of the State of Louisiana and the Federal government. To include, but not limited to:

- Louisiana Revised Statutes Title 38:2211-2296
- 2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 7 CFR § 210.21 (d) National School Lunch Program - Procurement
- 7 CFR § 220.16 (d) School Breakfast Program – Procurement Standards
- 7 CFR § 225.17 Summer Food Service Program – Procurement Standards
- 7 CFR § 226.22 Child And Adult Care Food Program - Procurement Standards
- Proposal Terms and Conditions as sited in solicitation document

For a complete reference on all Federal regulations cited, please see website: www.ecfr.gov

For a complete reference on Louisiana Revised Statutes, please see website: www.legis.la.gov/legis/LawSearch.aspx

S. Public Records

Except as otherwise provided by law, all documents submitted to under a contract, bid, RFP, or Statement of Qualifications (SOQ) are subject to the Louisiana Public Records Act, La. R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a contractor/respondent deems any document, submitted to LPPS under a contract, bid, RFP, or SOQ, contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Constitution Article I Section 5, La. R.S. 44:4 or 44:1, or other provisions of law, the contractor/respondent shall clearly mark the documents as “Confidential” prior to delivering or making them available to LPPS. If LPPS receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the contractor/respondent of such request. Provided, however, that if any action is commenced against LPPS under the Louisiana Public Records Act, La. R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the contractor/respondent or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold LPPS harmless from any costs, damages, penalties or other consequences of the Livingston Parish School Board’s refusal to disclose or produce such documents. Failure of the contractor/respondent to immediately intervene in such legal action will authorize LPPS to voluntarily provide the information for disclosure under the supervision of the court.

LPPS assumes no liability for disclosure or use of any document or portion of a contract, bid, RFP, or SOQ that has not been clearly marked as “Confidential,” or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

Nothing herein shall prohibit LPPS from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting LPPS in its evaluation of the proposal. LPPS shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

The Contractor/respondent shall not mark the entire proposal for a bid, RFP, or SOQ, “Confidential” or as information constituting an exception to Louisiana’s Public Records Act. If an entire response, submittal or proposal is so marked, LPPS shall not consider the proposal for an award of the contract. Pricing information shall not be considered confidential.

T. Cost/Price Analysis Statement

Based on analysis of prior spending the anticipated total cost consideration of the successful Proposer’s agreement is expected to be approximately \$350,000.00 to \$450,000.00 for a fiscal year (12 month period). This estimated value provides proposers a point of reference for allowable costs. This value is only an estimate and may be more or less. LPPS shall not be held to this estimated dollar value for total price in relation to this proposal.

U. Equal Employment Opportunity

By submitting and signing the proposal, Proposer agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Proposer shall keep informed of and

comply with all Federal, State and Local laws, ordinances and regulations which affect his employees or prospective employees. 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.” (2 CFR Part 200(C))

LPPS encourages the participation of small businesses, disadvantaged business entities, minority owned firms and women business enterprises (MWBES) to participate in this proposal. All bidders/proposers contracting with LPPS are likewise encouraged to use MWBES as part of their proposals.

V. Clean Air Act and the Federal Water Pollution Control Act

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

W. Davis- Bacon Act

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. (2 CFR Part 200(D))

X. Copeland “Anti-Kickback” Act

Where applicable, 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of

the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (2 CFR Part 200(D))

Y. 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. (2 CFR Part 200(E))

Z. Civil Rights 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, 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 the 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.

Vendors 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; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and Food and Nutrition Service (FNS) Instruction 113-1, Civil Rights Compliance and Enforcement in Nutrition Programs and Activities.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) located online at:

<https://www.ascr.usda.gov/ad-3027-usda-program-discrimination-complaint-form>

Form AD-3027 can also be completed at any USDA office or a letter can be written to the USDA providing all information requested on the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA within 180 days of the alleged discrimination. Forms and letters should be mailed/faxed/emailed to:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Ave, SW, Stop 9410
Washington, D.C. 20250-9410
Fax: (202) 690-7442
Email: program.intake@usda.gov

AA. 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. (2 CFR Part 200(I))

BB. Rights to Inventions Made Under a Contract or Agreement

When a Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR Part 200(F))

CC. Debarment and Suspension

For those proposals issued by LPPS representing items to be purchased using Federal funds, accepting and signing proposal certifies that Proposer (including officers, directors, other employees of company) do not appear on the System for Award Management (SAM) Exclusions List (See Appendix A). A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in 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, from receiving

Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. (2 CFR Part 200(H))

Companies may check their status at www.sam.gov.

DD. Child Nutrition Programs Certification Forms

To comply with Federal and State procurement regulations regarding the USDA Child Nutrition Programs (CNP), LPPS must include the following certification forms in all solicitations that CNP funds may be used to make purchases. The following forms are included in **Appendix B** (with detailed instructions) of this solicitation and must be signed and returned with proposer's response.

1. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** – Required that all proposers complete and sign if the proposal totals \$100,000 or more. Return with proposal response.
2. **Certification Regarding Lobbying** – Form must be signed by all vendors proposing \$100,000 or more. Return with proposal response.
3. **Disclosure of Lobbying Activities** – Return with proposal response if applicable. Purpose of form is to report payments already made for lobbying activities and future payments promised.
4. **Certificate of Independent Price Determination** – Proposers must complete and sign form, regardless of amount of proposal. Return with proposal response. **If “Certificate of Independent Price Determination” is NOT signed and returned, proposal response will not be accepted.**

REQUIRED SIGNATURE PAGE FOR PROPOSALS

This page, signed by an authorized officer of your Company, must accompany your proposal as the cover page.

I, the undersigned, having carefully examined the Request for Proposal and Addendums _____ (if applicable, list corresponding # on blank), propose to furnish services and supplies, as requested, in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

I hereby certify that the Company I represent, along with its employees, do not appear on the System for Award Management Exclusions List as set forth in Request for Proposal.

Please type or print legibly:

Proposer hereby acknowledges receipt of the Request for Proposal and agrees to Terms and Conditions as set forth.

PROPOSER INFORMATION

Firm Name: _____

Address: _____

Phone No.: _____ Fax No.: _____

AUTHORIZATION TO PROPOSE (must be signed)

Signature: _____ Date: _____

Printed Name: _____

Primary Contact Person (if different than above):

Name: _____ Phone No.: _____ Fax No.: _____

Title: _____ Email: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017, subpart c- Responsibilities of Participants. The regulations were published in the November 26, 2003, Federal Register (pages 66534-66566). Copies of the regulations may be obtained by contacting the Department of Agriculture.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS TO PROPOSERS FOR COMPLETING CERTIFICATION FORM

NOTE: Each responsive proposer must include this certification statement with his/her response on each contract equaling or exceeding \$25,000 or any contract for audit services regardless of amount.

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the U. S. Department of Agriculture regulations 7 CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION - Child Nutrition Services
 PO BOX 47200 · OLYMPIA WA 98504-7200
 360-725-6200 · TTY 360-664-3631

**Child Nutrition Programs
 CERTIFICATION REGARDING LOBBYING**

United States Department of Agriculture (USDA) regulation, 7 CFR 3018, governing lobbying, requires that any entity that enters into an agreement to operate one or more of the Child Nutrition Programs (CNP) and receives over \$100,000 in federal funds for any programs (i.e. Department of Education Grants or Child Nutrition Programs) must complete and submit, on an annual basis, a certification Regarding Lobbying form.

Licensed Education Agencies (LEAs) who receive more than \$100,000 in federal funds must complete the form by signing it. Do not check the box on the form.

If you receive less than \$100,000 in federal funds, complete the form by checking the "N/A" box, signing the form, and returning it.

If you are unsure of the amount of federal funding the LEA receives, please check with your business manager before completing the forms.

Applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in federal funds.

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

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

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

Check here if the organization does not receive more than \$100,000 in federal funds. Complete the information below and return this form with your application.

 Name/Address of Organization or LEA

 Child Nutrition Programs
 Name FNS Grant/Cooperative Agreement

 Signature

 Name/Title

 Date

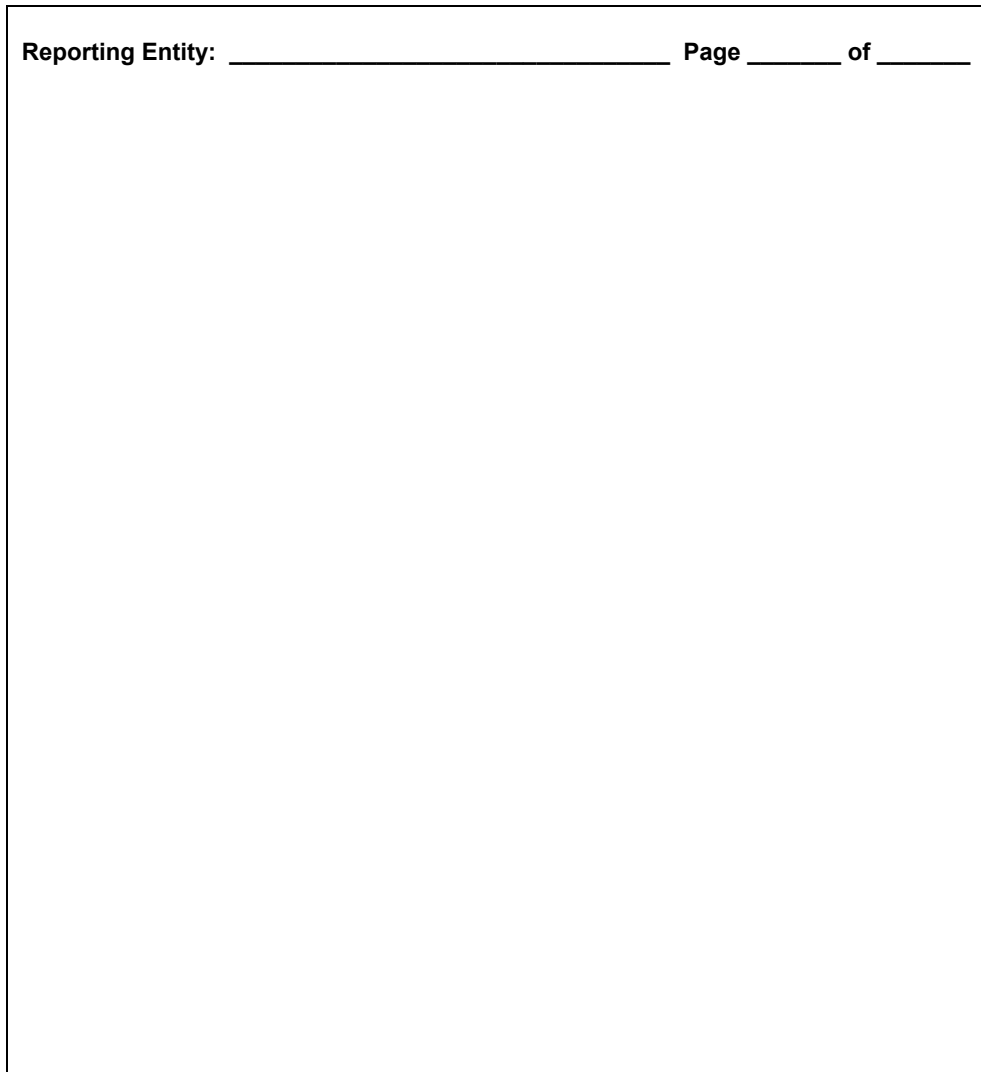
Office of Chief Financial Officer, USDA

Pt. 3018, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____



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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; contract, grant, or loan award number; application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Certificate of Independent Price Determination

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

(Name of Vendor)

(Name of School Food Authority)

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Vendor certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vendor's
Authorized Representative

Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

Note: Accepting a proposer's response does not constitute award of the contract.



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

Homer "Rick" Wentzel
Superintendent

Steve Parrill
Assistant Superintendent

Joe Murphy
Assistant Superintendent

NOTICE TO PROPOSERS

Sealed proposals will be opened at 13909 Florida Blvd., Livingston, La 70754, Livingston Parish Public School's Central Office Board Room at 10:00 AM CDT on Wednesday, May 22, 2019 for the following:

Request for Proposal #19-04 Food Service Disposables

A non-mandatory pre-proposal conference is scheduled per the following. Attendance is not required but strongly urged.

Date: Tuesday, April 30, 2019
Time: 2:00 PM CDT
Place: Livingston Parish Public Schools
Board Room
13909 Florida Blvd.
Livingston, LA 70754

All proposers are hereby notified, that a Request for Proposal (RFP) is being used in lieu of an Invitation to Bid.

The RFP package may be obtained by contacting the Purchasing Department, Livingston Parish Public Schools, P.O. Box 1130, Livingston, LA 70754-1130, or by calling the Purchasing Department at (225) 686-4209. The RFP package will also be available on the Livingston Parish Public School's website and Central Bidding.

http://www.lpsb.org/for_staff/business_department/purchasing_information
<https://www.centralauctionhouse.com/>.

No proposals will be received after the date and hour specified. The right is reserved to reject any and all proposals for just cause.

Homer "Rick" Wentzel
Superintendent