

**MONROE CITY SCHOOL BOARD
POST OFFICE BOX 4180 – 2006 Tower Drive
MONROE, LOUISIANA 71211-4180**

TELEPHONE: (318) 325-0601

FAX: (318) 812-3605

BID NO. SFS27-01

BID TITLE: MILK AND JUICE PRODUCTS

**BIDS WILL BE ACCEPTED UNTIL
9:00 A.M. CST ON TUESDAY, JUNE 2, 2026**

NAME OF VENDOR SUBMITTING THIS BID: _____

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1. PREPARING OF BIDS

1.1 Bidder Qualification Form

This appears at the end of the BID PROPOSAL and must be completed and made a part of the bid in order to qualify the bidder. The information that follows is required.

- *Bidder's Form of Business Organization*
Required solely for preparation of any contract documents for successful bidder.
- *Bidder Certification and Identification*
Failure to indicate the bidder's exact legal name may rule the bid irregular. **An unsigned bid is considered a no bid.**
- *Assignment*
The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/We hereby convey, sell, assign and transfer to the State of Louisiana all rights title and interest in and all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to this purchase made by its agency, The Monroe City School Board.

1.2 Instruction To Bidders

These instructions define the condition of the bid solicitation and specification of the goods or services desired.

1.3 Special Conditions

Special Conditions found on succeeding pages, always supersede the INSTRUCTIONS TO BIDDERS when the two are in conflict.

1.4 Bid Proposal Form

Defines requirements of items to be purchased or work to be done and must be completed and submitted as a part of this bid. The **BIDDER** shall sign the **BIDDER QUALIFICATION FORM** in the spaces in accordance with LRS 38:2212.0, and return both the Bid Proposal Form and Bidders Qualification Form.

- *Item Specifications*
Specifying a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired. Articles offered must be new merchandise (unless specifically expected) and must be of equal or superior grade.
 - It is recognized there may be other brands that could serve the needs of the school system. However, it should be understood by the bidder that the use of brand names and numbers in the specifications is to establish standards and styles of products that have been judged to meet the need of the school system. Such use of brand names is in no way designed or intended to restrict the bidding, but contrarily, to invite bids of comparable product that would equally satisfy the requirements stated herein. It is permissible to bid another brand, make and model product for evaluation as an approved equal to the specified brand. Equivalent brands that meet the approval of the Board will be accepted.
- *Alternatives*
Bidders shall bid only one product per item. Bidder shall not bid a primary item and then also include a second alternate product item bid. The ONE product that is closest to meeting the specifications is sufficient.
- *Bidders Identification of Product Bid*
On blank lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to identify sufficiently and complete the articles offered. Failure to do so may prevent consideration of the item bid.
- *Required Literature*

When the bid invitation is soliciting a bid for a product (as opposed to a service), **each bidder is to enclose complete descriptive information to fully identify the product quoted. This may be in the form of a catalog, manufacturer's brochure, specification sheet, cut sheet, schematic, or other brand or product information. Failure to do so may prevent consideration of the item bid.**

- *Correction of Bidding Documents*

Upon examination of the bidding documents, bidders shall promptly notify the Purchasing Manager of any ambiguity, inconsistency or error which they may discover. Interpretations, corrections and changes to the bidding documents will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

- *Addenda*

Addenda are written instruments issued by the Monroe City Schools prior to the date for receipt of bids which modify or interpret the bidding document by additions, deletions, clarification or corrections. All addenda issued by the Monroe City Schools shall become a part of the specifications and will be made part of the contract.

- Addenda will be mailed, delivered or faxed to all who are known by the Purchasing Manager to have received a complete set of bidding documents.
- Copies of addenda will be made available for inspection wherever bidding documents are on file.
- No addenda will be issued later than seven (7) days prior to the date and time for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date of receipt of bids.
- Each bidder shall ascertain prior to submitting a bid that it has received all addenda issued, and the bidder shall acknowledge their receipt in its bid.

2. SUBMITTING THE BID

2.1 Bid Forms

Bid must be submitted on the forms furnished by the board. **A complete Bid Packet, which consist of the Bid Proposal Form, and Bidders Qualification Form, Preference Form Sheet (if applicable), Certificate of Independent Price Determination, Disclosure of Lobbying Activities Form, Buy American Provision Certificate Compliance/Non Compliance Form must be submitted.**

2.2 Bid Envelope

The bid shall be submitted in a **sealed envelope addressed to James Kelley, Purchasing Manager with the name and number of the bid and date of opening plainly shown on the face of the envelope. FAX bids will not be accepted.**

2.3 Prices

All prices must be fixed prices. All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the crossed-out error. Any correction shall be initialed in ink by the person signing the bid. The bidder shall quote only a net unit price for each item specified. The unit of purchase will be indicated on the BID PROPOSAL FORM. Where directed to do so ON THE BID PROPOSAL FROM, The bidder shall extend the unit price times the quantity to obtain and show a TOTAL NET BID.

2.4 Freight

All prices bid shall include PLATFORM DELIVERY F.O.B. DESTINATION. Platform delivery means that the bidder shall deliver and unload the purchased items to the dock of the designated point of receipt. Title passes at the point of delivery with receipt and acceptance of all items in good order. Claims for damaged freight are the responsibility of the successful bidder. Shipment must be received and accepted by the designated agent of the Monroe City School Board. All cartage, drayage, packing, handling, pelletizing, etc. shall be included in the bid price. Separate allowances for freight, shipping and handling will not be permitted.

2.5 Discount

Discount for prompt payment as may be offered on the bid or on the invoice will be accepted. These discounts will not be considered in evaluating bids for purposes of determining a low bidder unless all other factors are equal.

2.6 Place, Date and Hour

All bids shall be submitted to the Monroe City School Board, Purchasing Department, 2006 Tower Drive or mailed to Post Office Box 4180, Monroe, Louisiana 71211-4180.

- The first page of the bid invitation and the BID PROPOSAL FORM designate the name and number of the bid and the date and hour of the bid opening. Bids will be received until the stated date and time. Irrespective of the reason, bids arriving after the stated date and time will not be accepted.
- **All bids shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt, or bids may be sent by registered or certified mail with a return receipt requested and by regular mail.**
- **Important.** The responsibility for timely presentation (delivery) of bids rest solely with the bidder. Bids delayed through the mail and arriving after the stated date and hour cannot be accepted.

3 BID SAMPLES

3.1 Conditions for Requirement

Bidder shall submit samples only when directed as follows:

- Unless otherwise directed or agreed, all samples shall be submitted to the Monroe City School Board, 2006 Tower Drive, Monroe, Louisiana, **no later than the date and hour of the bid opening OR...**
- By specific instructions found in the specifications or on the BID PROPOSAL FORM OR...
- By special notification authorized by the Monroe City School Board made within seven (7) days after bid opening date, with samples to be submitted as directed within (7) days after notification.

3.2 Identification

Each sample shall be identified with bidder's name, bid proposal number, bid item number, product trade name and identification (catalog number, model number, etc.) and/or as otherwise indicated on the BID PROPOSAL FORMS.

3.3 Payment/Return of Samples

Samples requested by the Monroe City School Board must be furnished free of charge. If not destroyed or consumed in testing or evaluation or required to be retained in connection with the award, samples will be returned upon request, which must be made within ten (10) days following opening of bids at Bidders expense. The Monroe City School Board reserves the right to damage, destroy or consume supplies if it is considered reasonably necessary to do so for the purpose of testing, inspection or evaluation.

4 CHANGE OR WITHDRAWAL OF BIDS

4.1 Change or Withdrawal Prior to Bid Opening

Should any bidder desire to change or withdraw his bid, he shall do so in writing to the Purchasing Department. This communication shall be received prior to the date and hour of the Bid Opening.

4.2 Change After Bid Opening, But Prior to Bud Award

After bids are opened, they may not be changed except to correct patently obvious mathematical or clerical mistakes. Verification of the correct bid actually intended shall be submitted by the bidder to the Purchasing Department prior to the final award by the Board.

4.3 Withdrawal After Bid Opening But Prior to Award

After bids are opened, a bidder may request that his bid be withdrawn for good cause. Such request must be submitted, in writing, to the Purchasing Department prior to the final award by the Board.

5 MINORITY BIDDERS

If the bid of a minority bidder is within 10% of the low bid, Board may award the bid to the minority bidder provided that (1) the goods and/or services offered by the minority bidder meet all specifications and (2) the minority bidder agrees to meet the bid price of the low bidder.

Any provision of this policy which conflicts with the minority set-aside program established by the Board or any rule, regulation or policy adopted to implement said program, shall not be enforced.

6 REJECTION OF BID

The Monroe City School Board reserves the right to reject any or all bids and to waive any informalities.

7 AWARDS

7.1 Basis For Award

The recommendation for a bid award is based on an evaluation of the bids submitted, and a contract (purchase order) will be awarded by the Board to the responsible and responsive bidder with the lowest Total Bottom Line Bid who has complied with all requirements/specifications.

7.2 Availability of Bid Information

At a public opening within the School Board Offices, bids will be read aloud and then compiled in tabular form, a copy of which will be available for examination in the Purchasing Department. Recommendations for the award(s) will also be available for examination.

7.3 Increase or Decrease In Bid Quantity

At the time of award and with mutual consent of the Purchasing Department and the vendor, the quantity of any item(s) included in the bid may be increased by twenty percent (20%) or decrease by ten percent (10%) without Board approval. Any greater increase or decrease shall require Board approval.

7.4 Official Award Date

Awards become official at the time bids are accepted by the Board during their regular session.

7.5 Filing Of Objection

Any objection to an award by the Board must be filed in writing and must be received by the Purchasing Department no later than 9:00 A.M. on the first Monday following the official award.

7.6 Notification Of Award

The purchase order and/or contract mailed or delivered to successful bidder(s) is/are official authorization to delivery material described therein; and the time allowed for delivery begins with the date of the bid acceptance and approval by the Board whether or not a purchase order number has been issued. Bids submitted are binding on all bidders for 30 days from the date of the bid opening.

7.7 Exclusion/Rejection of Bids

The School District, after the opening of bids, shall require each bidder or bidding entity to attest or submit an attestation that the sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity, has not been convicted of, or has not entered a plea of guilty or nolo contendere (no contest) to any of the crimes or equivalent federal crimes listed in La. Rev. Stat. Ann. 38:2227.

In awarding bids or contracts, the School District shall be authorized to reject the lowest bid from a business in which any individual with ownership interest of five percent (5%) or more has been convicted of, plead guilty or nolo contendere to any a state felony crime or equivalent federal crime committed in the solicitation or execution of a contract or bid under the state laws governing public contracts; professional, personal, consulting, and social services procurement; or the Louisiana Procurement Code.

Any contract between the School District and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void.

Any person whose conviction causes the nullity of a contract shall be responsible for payment of all costs, attorney fees, and damages incurred in the rebidding of the contract.

7.8 Contract Conditions

Contracts may be terminated at any time on thirty (30) days' notice upon the mutual agreement of both parties, or at any time if the terms of the contract are violated in any way.

7.9 Hold Harmless Clause

It is understood and agreed that Bidder, if awarded the subject contract, will protect, defend and hold harmless the MCSB, its members agents and employees, from any claims, suits or demands for payment that maybe brought for the use of any patented or copyrighted material, device, article or process, or any material that is a trade secret, that may enter into the design, manufacture, or use of which is substantially important to the proper and most effective use of the items or services contracted for. Bidder further agrees to indemnify in full the MCSB, its members, employees and agents for any amounts which they may be required to expand in the defense of such claims, suits or demands, or in settlement thereof, or in satisfaction of any judgement, award or decree resulting therefrom.

Bidder agrees, if awarded the subject contract, to protect, defend and hold harmless the MCSB, its members, agents and employees, from any claims, demands or suits of any nature arising from or in any way connected with injury or damage to person, business or reputation, sustained by reason of any of the acts of Bidder, his agent, employees, or assigns, or of anyone for whom the Bidder is legally responsible.

8. FAILURE TO PERFORM

(For bid purchases where bid security and performance bond has not been required as a condition of the bid.) In the event a successful bidder fails to perform (deliver) on an awarded bid and where no bid security and performance security have been required, the Board shall declare the bidder in default. The Board then has the option of excusing the bidder if it determines good cause exists.

8.1 Failure to Deliver:

If the successful bidder fails to deliver milk/juice within the mutually agreed upon time schedule and if such failure results in Monroe City School Board's Child Nutrition Program being unable to serve a reimbursable meal, the vendor agrees to pay that member (Monroe City School Board) for any and all losses of State and Federal reimbursement withheld from the school lunch and/or breakfast programs.

9. DELIVERY AND BILLING

9.1 DELIVERY. The unit price of each item includes delivery of the items with all transportation charges prepaid to the destination. All items shall be delivered to the point of delivery of individual units on the dates specified when the order is placed.

- a. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by the Cafeteria Manager.
- b. A delivery ticket or copy of **the invoice in triplicate shall accompany** each delivery

9.2 Delivery shall be made directly to schools as indicated on order. Delivery ticket or copy of invoices shall accompany each delivery. Deliveries are to be made to the receiving area of each school between the hours of 7:00 a.m. and 2:00 p.m. A copy of meal servicing times for each school will be provided by the CN Supervisor.

9.3 Order will be placed weekly by the School Food Service Central Office personnel. They will be called in or faxed. Deliveries are expected at least seven days after orders are placed.

9.4 Attached to this bid form is a list of all schools in Monroe City School System. This is a list not for purposes of selecting school which the bidder may wish to service, but rather as an information sheet.

9.5 Receiving, Inspection, and Testing. Once the product is delivered, it will be subject to testing for bid compliance. Delivered items which do not fulfill all requirements will be rejected and refused. Rejected merchandise shall be removed and promptly replaced by the successful bidder at no cost to the School Board.

- 9.6 Invoices.** Invoices must be those of the successful bidder and must show the purchase order number, complete unit description, quantity price and total. All invoices shall be submitted in triplicate at the time of delivery.
- 9.7 Payment.** Unless otherwise specified payment will be made within thirty (30) days after delivery, authorized inspection and acceptance. Payment will be made only to the successful bidder.
- 9.8 Discounts.** Discounts offered for prompt payment will be accepted, but these discounts will not be considered in evaluation bids unless all other factors are equal.
- 9.9 Federal Tax Exemption.** If applicable to this purchase, federal tax exemption certificates will be signed by the Monroe City School Board. Louisiana state and local sales and use taxes are not to be included in bid prices, effective September 1, 1991 according to Act 1029.

10 DETERMINATION OF BIDS

Each bidder is required to bid on all items for a single award. Failure to bid all items will cause automatic rejection of the bid.

- 10.1** Show unit price where indicated and extend the unit price time the estimated quantity for all milk and orange products.
- 10.2** Total the extended amount for each item and show this grand total net bid in the space provided.
- 10.3** The successful bidder will be determined by the lowest grand total net bid.
- 10.4** Each bidder is to be responsible for the accuracy of his bid, and the School Board will assume that the TOTAL NET BID for each item is a correct and legitimate quotation.
- 10.5** If all other factors are equal, tie bids will be decided on the basis of an equal split or drawing of lots, unless only one local bidder is involved. In this case, preference will be given to the local bidder.

11 ESTIMATED QUANTITIES

The quantities of milk and orange products furnished are for informational purposes only and do not bind or commit the School Board in any way. Estimated quantities are provided merely to enable the bidder to better prepare his bid. Actual purchases may, and in all probability, will vary either more or less than the estimates.

12 SPECIFICATIONS

All milk and orange juice products shall be in accordance with Louisiana health laws and requirements on enrichment as enacted by law. It shall be strictly fresh when delivered to the schools. Milk and Orange Juice shall be delivered to the individual unit.

- 1. Skim Milk Fat Free, Bottle (8 ounce).
- 2. 1% Milk, Bottle (8 ounce).
- 3. Chocolate Fat Free, Bottle (8 ounce).
- 4. Strawberry Fat Free, Bottle (8 ounce).
- 5. Orange Juice Carton (4 ounce).
- 6. Apple Juice Carton, 100% Fruit (4 ounce).
- 7. Grape Juice Carton 100% Fruit (4 ounce).

A minimum of three (3) references, two of these must be with a school system.

Please bid on the sizes stated above.

Attached to this bid form is a list of all schools in the Monroe City School System. This list is not for purposes of selecting schools which the bidder may wish to serve, but is merely an information sheet.

13 CONTRACT TERM

The Bid will begin August 2026 and continue until July 2027 with an option to renew upon mutual agreement through July 2028.

14 RESERVATIONS BY BOARD

- 14.1** The Monroe City School Board may reject any bid for failure by the bidder to comply with any requirement stated herein or as appearing in the BID PROPOSAL FORM or in the general bid conditions or in any attachment thereto which becomes part of the bid.

**MONROE CITY SCHOOL BOARD
JAMES KELLEY
PURCHASING MANAGER**

**MONROE CITY SCHOOL BOARD
MONROE, LOUISIANA
BID PROPOSAL FORM
BID TITLE: MILK AND JUICE PRODUCTS
DATE: 9:00 A.M. CST ON TUESDAY, JUNE 2, 2026**

BID FORM: This proposal shall be executed and submitted in accordance with the specifications, and all articles and requirements contained herein shall remain and become a part of the contract for this material. All appropriate blanks shall be filled in.

**MONROE CITY SCHOOL BOARD
POST OFFICE BOX 4180
MONROE, LOUISIANA 71211-4180**

Ladies and Gentlemen:

In compliance with your invitation for bids on the **Milk and Juice Products** and after having examined the specification and conditions, we hereby propose to furnish as specified and in accordance with the specification and conditions for the amount shown herein. We understand that if awarded this contract, we will receive all orders for the period August, 2026 through July 2027, with an option to renew upon mutual agreement through July 2028.

Item	Estimated Requirements (half prints)	Unit Price (each)	Extended Total
1. Skim Milk Fat Free, Bottle	2,000		
2. 1% Milk, Bottle	481,000		
3. Chocolate Fat Free, Bottle	763,000		
4. Strawberry Fat Free, Bottle	8,000		
Net Total Milk	1,254,000	\$_____each	\$_____ Net total for all milk

Item	Estimated Requirements (4 ounce cartons)	Unit Price (each)	Extended Total
5. Orange Juice	555,000 4 oz carton	\$_____each	\$_____ Net total for orange juice
6. Apple Juice	35,000 4 oz carton	\$_____each	\$_____ Net total for apple juice
7. Grape Juice	30,000 4 oz carton	\$_____each	\$_____ Net total for grape juice

We understand the estimated requirements are furnished for informational purposes and to aid in determining a successful bidder. Quantities shown are not bidding; actual purchases will vary more or less than the estimates.

We have completed the following forms and attached to this bid:

Bid Proposal Form
Debarment for Certificate
Buy American Requirements
Buy American Provision Certificate
Optional: Nutrient Analysis Statement
Optional: Certified Product Formulation Statement
Certificate of Independent Price Determination
Disclosure of Lobbying Activities
Bidder Qualification Forms

We understand that we are responsible for any loss incurred by the MCSB School Food Service for our negligence of none delivery.

We have followed the instructions on Alternative Items see Bid Specifications.

SUPPLEMENTARY STATEMENTS. We understand that supplementary statements dealing with the price quotation as attached to the bid form will be ignored.

BIDDER CERTIFICATION AND IDENTIFICATION. I/We certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without the firm or businesses submitting this bid are at the same time connected with or employed by the Monroe City School Board.

ASSIGNMENT: The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract. I/we hereby convey, sell, assign and transfer to the State of Louisiana all rights title and interest in and all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to this purchase made by its agency, The Monroe City School Board.

GEOGRAPHIC PREFERENCE: Geographic preference in procurements under USDA entitlement programs is prohibited (7CFR, parts 3015, 3016 and 3019).

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:191-199.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 27:2186 (December 2001).

NON-RESIDENT FIRMS: Non-resident (out-of-state) firms must provide written documentation that all taxes assessed by the State and its political subdivisions have been paid. These include franchise taxes, privilege taxes, sales taxes and all other taxes for which the non-resident firm is liable:

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:191-199.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education in LR 27:2186 (December 2001).

PUBLIC BID LAW (R.S. 338:2211-2221) requires that each bid shall either be hand delivered by the bidder or his agent to the Purchasing Manager, Monroe City Schools, 2006 Tower Drive, Monroe, Louisiana 71211-4180 in which instance the deliver shall be handed a written receipt, or such bid shall be sent by registered or certified mail with a return receipt requested. If mailed, send to: Purchasing Manager, Monroe City School Board, Post Office Box 4180, Monroe, Louisiana 71211-4180 prior to bid date and opening time.

IMPORTANT -- OUR QUOTATIONS HAVE BEEN CHECKED FOR MATHEMATICAL AND TYPOGRAPHICAL ERRORS BEFORE SUBMITTING, AND THE BIDDER QUALIFICATION FORM has been complete, signed and is attached and made a part of this BID PROPOSAL FORM.

**BIDDER QUALIFICATIONS
(FORM OF BUSINESS ORGANIZATION)**

The form of business organization under which this bid is submitted is as follows:

A CORPORATION incorporated under the laws of the State _____ and (is) (is not) authorized to do business in the State of Louisiana.

A PARTNERSHIP Name of Partners: _____

AN INDIVIDUAL trading and doing business under a name and style other than his own.

The Owner's Name is: _____.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of sixty calendar days following the date of submission.

(Please Type or Print Below)

LEGAL NAME OF BIDDER _____

MAILING ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

CONTACT PERSON TITLE _____

CONTRACTOR LICENSE NUMBER _____

AUTHORIZED REPRESENTATIVE (SIGNATURE) _____

NAME (TYPE/PRINTED) _____

TITLE OF SIGNER _____

DATE BID SIGNED _____

ACKNOWLEDGE OF ANY ADDENDA RECEIVED:

ADDENDUM NO, _____ DATE _____

ADDENDUM NO, _____ DATE _____

DEBARMENT
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the previous page in accordance with these instructions.
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 Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Aperson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposal,@ and Avoluntarily excluded,@ as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
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 ACertification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,@ without modification, in all lower tier covered transactions and in all-solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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.

UNITED STATES DEPARTMENT OF AGRICULTURE

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 3017.10, Participants= Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

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

Organization Name

PR/Award Number of Project Name

Name and Title of Authorized Representative

Signature

Date

Vendors: Please complete, sign and return with bid. This form is used for all bids over \$25,000.

2. BUY AMERICA REQUIREMENTS

Public Law 105-336 – 104(d)

NSLA 42 USC 1760(n) -12(n)

7 CFR 210.21 and 220.16

Applicability to Contracts

The Buy America requirements apply to recipient agencies participating in the National School Lunch Program and the School Breakfast Program in the contiguous United States to buy food produced in the United States when buying with Federal funds. While the 1987 legislation allowed certain limited exceptions to the "domestic origin" requirement, the new legislation is specific in requiring schools, to the maximum extent practicable, to purchase product of domestic origin.

As defined in the legislation, a domestic food commodity is an agricultural commodity (for example, red meat, chicken, fruit, vegetable, or grain) that is produced in the United States. A domestic food product is processed in the United States substantially using domestic agricultural commodities. Substantially means that over 51 percent of the processed food comes from American produced products. Regulations implementing these requirements (at 7 CFR 210.21 and 220.16) were published on September 20, 1999.

Flow Down

Occasionally, a significant price difference between U.S. and foreign product may tempt a School Food Authority to purchase the cheaper foreign product. However, this price difference could be attributable to price-distorting subsidies of a foreign government. For example, recent imports of cheap, subsidized canned peaches from the European Union have displaced sales of domestic canned peaches. The U.S. Government is considering action to address this practice, including placing canned peaches from the European Union on a list of products subject to 100 percent tariffs.

Mandatory Clause/Language

A report of the language accompanying the Agriculture Appropriations Act for Fiscal Year 2002 requires the Department to report to Congress on its activities directed toward enforcing the Buy American provision.

Buy America - The contractor agrees to comply with the maximum extent practicable according to the Buy American provisions which include:

The Buy American clause on all procurement documents (product specifications, bid solicitations, requests for proposals, purchase orders, etc.

- 0 Contractor performance
- 0 Requiring supplier to certify the origin of the product;
- 0 Produce packaging for identification of the country of origin; and
- 0 Provide specific information about the percentage of U.S content in the food product.

7 CFR 210.21 and 220.16, which provide that Federal funds may not be obligated unless A domestic food product is processed in the United States, unless a waiver has been granted by USDA or the product is subject to a general waiver. General waivers are as listed in Bulletin 1196 Chapter 15 §1521:

- 0 The recipients have unusual or ethnic food preferences that can be met only through purchases of products not produced in the United States.
- 0 The products are not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.
- 0 The cost of the domestic produced food products is significantly higher than the cost of the similar foreign products.

A bidder or offeror must submit to the SFA recipient the appropriate Buy America certification (below) with all bids or offers on SFA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of domestic food products.

Certificate of Compliance with 42 U.S.C. 1760(n)

The bidder or offeror hereby certifies that it will meet the requirements of 42 U.S.C. 1760(n) and the applicable regulations in Bulletin 1196, §1521.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 42 U.S.C. 1760(n)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 42 U.S.C. 1760(n), but it may qualify for an exception pursuant to Bulletin 1196,

Date _____

Signature _____

Company Name _____

Title _____

Buy American Provision

Public Law 105-336-104(d) NSLA 42 USC 1760(n)-12(n) 7CFR 210.21 & 220.16 requires School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

We require that suppliers certify the percentage of U.S. content in products supplied to us that do not meet the above definition. If you are unable or unwilling to make such certification, we will not purchase from you.

Certification Compliance

The bidder hereby certifies that it will meet the requirements of 105-336-104(d) NSLA 42 USC 1760(n)-12(n) 7CFR 210.21 & 220.16

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 105-336-104(d) NSLA 42 USC 1760(n)-12(n) 7CFR 210.21 & 220.16

List items and per cent of U. S. content

Date _____

Signature _____

Company Name _____

Title _____

Nutrient Analysis Statement

Vendor/Company: _____

(Authorized Signature)

Date

Data submitted for this product are on (check one):

Ⓐ AS SERVED @ basis _____

Ⓐ AS PURCHASED @ basis _____

Brand Name _____

Product Name _____ Code No. _____

CN Label Number _____

Package Size _____ lbs. _____ oz. _____ fluid oz. _____ grams

Number of servings per package _____

Serving Size * _____

A value must be entered for each nutrient if the food item does not contain a specific nutrient, enter zero (0).

Nutrients	Unit per serving	Nutrients	Unit per serving
Water	_____ grams	Calories	_____ kcal.
Protein	_____ grams	Total Fat	_____ grams
Saturated Fat	_____ grams	Monounsaturated Fat	_____ grams
Polyunsaturated Fat	_____ grams	Carbohydrates	_____ grams
Total Dietary Fiber	_____ grams	Total Sugars	_____ grams
Calcium	_____ milligrams	Cholesterol	_____ milligrams
Sodium	_____ milligrams	Iron	_____ milligrams
Vitamin A	_____ I.U.	Vitamin C	_____ milligrams
	_____ R.E.	Fat change (+/-)	_____ N/A
		Moisture change (+/-)	_____ N/A

Preparation instructions to include: Ingredients to be added and amounts, cooking methods, time and temperature.

* List serving size in practical measures, such as: cups, ounces.

CERTIFIED PRODUCT FORMULATION STATEMENT

Product Name: _____ Code No.: _____

Manufacturer: _____

Case/Pack/Count/Portion Size:

List Variety(ies) and Cuts of Meat Used in Product:

Total Weight Per Portion of Uncooked Product:

Weight of Raw Meat per portion (list each variety separately):

Percent of Fat in Raw Meat (List fat in each variety separately):

§ Weight/measure (as approximate) of Meat Alternate (Specify):

§ Source (e.g., soy, peanut), Type (e.g., isolate, concentrate), and percent of protein in VPP as purchased:

§ Weight of Dry VPP in One Portion of Product:

§ Weight of Water (Liquid) in Fully Hydrate Dry VPP in One Portion of Product:

Total Weight Per Portion of Product As Purchased:

I certify that the above information is true and correct and that a _____ ounce serving of the above product (ready for serving) contains _____ ounces of cooked lean meat/meat alternate when prepared according to directions.

I further certify that any VPP used in this product is authorized as an alternate food in the Child Nutrition Programs and its uses conforms to Food and Nutrition Services regulations 7 CFR Part 210, Appendix A), i.e., (1) the VPP used contains at least 18% protein by weight when hydrated, (2) the biological quality of the protein in the VPP is at least 80% that of casein, and (3) the VPP used contains the amounts and kinds of nutrients as required by FDA regulations (43 FR 30472).

SIGNATURE

TITLE

PRINTED NAME

DATE

*This information is needed if a creditable Vegetable Protein Product (VPP) is used in the product and counted toward meeting the meat/meat alternate requirement.

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GUIDANCE FOR REVIEWING PRODUCT FORMULATION STATEMENT

1) Reviewing product formulation statement for prepared products containing only meat:

Raw meat per serving x FBG yield into = ounces equivalent meat per serving

Example:

A beef burrito that contains 2.88 ounces raw ground beef (no more than 30% fat):

$2.88 \times .70$ (FBG yield) = 2.016 ounces equivalent meat per serving

2) For product formulation statement for prepared products containing VPP in addition to meat:

< If a product contains VPP (TVP), do not accept product formulation statements that state that the product complies with FNS Notice 219. FNS Notice 219 was supplanted by the VPP regulations which were effective February 7, 1984. To be creditable in Child Nutrition Programs, VPP must comply with the requirements of 7 CFR Part 210; Appendix A.

< The contribution vegetable protein products make toward the meat/meat alternate requirement specified in Parts 210.10, 225.20, or 226.20 shall be determined on the basis of the preparation yield of the meat, poultry or seafood with which it is combined. When computing the preparation yield of a product containing meat, poultry or seafood and vegetable protein product, the vegetable protein product shall be evaluated as having the same preparation yield that is applied to the meat, poultry or seafood it replaces. [7 CFR Part 210, Appendix A, VPP(1)(e)]

Steps in reviewing product formulation statement for prepared products containing VPP:

Step 1: Determine if appropriate amount of liquid is specified for full hydration:

a. $\frac{\% \text{ protein in VPP as purchased}}{18\% \text{ protein}} = \text{total parts hydrated product}$

Example: $\frac{*.50 \text{ (flour used)}}{.18} = 2.7$

* Note: Use the information supplied by the company on the percent protein in the VPP as purchased.

b. Total parts hydrated product minus 1 (one) part VPP will equal parts liquid allowed for full hydration

Example: $\frac{2.7}{-1.0 \text{ (for amount of VPP)}} = 1.7 \text{ parts liquid for full hydration}$

Step 2: Find the total weight of liquid for full hydration:

Multiply the total weight of dry VPP in the product times the parts of liquid allowed for full hydration.

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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

Monroe City School Board
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 respon- sible for such decision in certifying that such person 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 follow:

_____ Signature of Vendors Authorized Representative	_____ Title	_____ Date
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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	_____ Supervisor CNP Title	_____ Date
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Note: Accepting a bidder=s offer does not constitute award of the contract.

* This document will accompany all future bids affecting the Monroe City School Food Services Department.

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 states 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 describes 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 in the tier. Subawardee include but are not limited to a consultant, subgrantee 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, OCE-90-00-".
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 1996 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. The 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 this 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.

**MONROE CITY SCHOOL BOARD
BIDDER/CONTRACTOR QUALIFICATIONS
(FORM OF BUSINESS ORGANIZATION)**

References

List below three current/past customers and local governmental entities for whom you have provided equivalent goods/services:

Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: ____/____/____ Project Value: _____

=====

Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: ____/____/____ Project Value: _____

=====

Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: ____/____/____ Project Value: _____

MONROE CITY SCHOOLS
2006 Tower Drive
Monroe, Louisiana 71201

Barkdull Faulk Elementary 2110 Jackson Street	Minnie Ruffin Elementary 1801 Parkview Drive
Berg Jones Elementary 3000 Burg Jones Lane	Sallie Humble Elementary 3800 Westminister Avenue
Carver Elementary 1700 Orange Street	Thomas Jefferson Upper Elementary 1001 Pecan Street
Clara Hall Elementary 1000 Plum Street	Martin Luther King Middle 1709 Parkview Dr.
J. S. Clark Magnet Elementary 1207 Washington Street	Carroll Junior High 2913 Renwick Street
Cypress Point University Elementary 6701 Mosswood Drive	Neville Junior High 1600 North 19th Street
Lexington Elementary 1905 Spencer Avenue	Carroll High 2939 Renwick Street
Roy N. Shelling Elementary 4200 Elm Street	Neville High 600 Forsythe Avenue
Madison James Foster Elementary 1310 Richwood Road No. 1	Wossman High 1600 Arizona Avenue
Sherrouse School 300 Sherrouse Avenue	

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR Part 200.321).

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must 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 paragraphs (1) through (5) of this section.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 u.s.c. 1251-1387),

as amended—Contracts awarded 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) Appendix II of 2 CFR Part 200(G).

Equal Employment Opportunity Provision

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 12319-12335, 3 CFR: part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor." Appendix 11 of 2 CFR Part 200(E)

DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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.

CONTRACT WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

PROCUREMENT OF RECOVERED MATERIALS (\$10,000+)

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

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, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.