

Contracting for Vended Meals

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2026

The topic of today's training is Contracting for Vended Meals.

Abbreviations used in this presentation:

CFR: Code of Federal Regulations

CNP: Child Nutrition Programs

FSMC: Food Service Management Company

IFB: Invitation for Bid

LDOE: Louisiana Department of Education

NSLP: National School Lunch Program

RFQ: Request for Quotes

SFA: School Food Authority

SFSP: Summer Food Service Program

What's the Difference?



Vended



FSMC



Let's start out by understanding the difference between a vended meal contract and a Food Service Management Contract.

A Vended Meal Contract includes the procurement of cooked food. The vendor drops off the prepared food, either in bulk, or unitized meals. The SFA staff at the site handles the meal service operation, which involves serving of food to students, handling the Point of Service, cleanup, etc. The vendor provides no program management services to the SFA. The contract is solely for cooked food products with or without milk.

A Food Service Management Company Contract includes the procurement of food and services. Typically the Food Service Management Company would cook and serve the food, handle the Point of Service, cleanup, etc. The services provided by the FSMC are up to the SFA.

All SFAs/Sponsors can procure cooked food as long as procurement regulations are followed. This would be considered a vended meal contract.

Currently, only Louisiana Charter Schools contract with a private "for profit" Food Service Management Company for full student meal services.

Vended Meal IFB/RFQ/Contract



SFAs are required to use the Vended Meal State Prototype.



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SFAs are now required to use the State Prototype Vended Meal IFB/RFQ/Contract template. The advantage to using the prototype vended meal contract is that you are assured the contract meets USDA guidelines.

The SFA has to obtain State agency approval prior to a vended meal contract execution.

Even though State agency approval is required prior to contract execution, it is still ultimately the SFAs responsibility to ensure the contract complies with local, state and federal guidelines and regulations.

Therefore it is the SFAs responsibility to ensure the School District's legal department reviews all IFBs, RFQs and contracting information prior to advertisement.

Sponsor Responsibilities



It is time to discuss the responsibilities of the sponsor. The following responsibilities do not change, even if the SFA contracts with a vendor to receive vended meals.

Sponsor Responsibilities

- Utilize the prototype Vended Meal process for vended meals.
- A new Agreement Amendment will be issued each year.
- Monitor the performance of the contract.
- Conduct counting and claiming.



The SFA is responsible for ensuring that the procurement of a vended meal contract follows all USDA, state, and local regulations. All Vended Meal contracts must be competitively bid using the prototype provided by LDOE's Division of Nutrition Support. All SFAs must use the prototype for the year that is designated in the prototype. For all SFAs continuing their current vended meal contracts, an Agreement Amendment prototype will be issued each year for completion, for the life of the current contract.

The remaining sponsor responsibilities are solely informational. Remember, vended meal contracts are solely for preparing and delivering quality, reimbursable meals.

The sponsor is also responsible for:

Monitoring the Vendor's performance throughout the school year. The sponsor should also document any of the vendor's performance failures, just in case the contract needs to be terminated.

For multi-site sponsors, conduct on-site reviews of meal counting and claiming procedures at all sites by February 1st of each year and develop corrective action plans as needed.

Sponsor Responsibilities

- Implement Food Service Advisory Committee
- Appoint and Train Collection Officials
- F/R Application Process



The Sponsor must implement a Food Service Advisory Committee composed of parents, teachers, and students to assist with menu planning and ensure that the vendor follows through with menu changes, etc. There have been a number of findings on Administrative Reviews due to the SFA not having Advisory Committee meetings on a regular basis, not including parents, teachers, or students, not having documented minutes of the meetings, and not implementing recommendations from the Advisory Committee. [7 CFR 210.31](#)

The Authorized Representative must appoint and train Determining Official(s) and the Hearing Official. Assistance is available from the State agency if needed.

The Sponsor must distribute Applications for CNP Benefits and related information to parents and guardians and collect applications submitted for CNP benefits.

Sponsor Responsibilities

- Conduct the Verification Process
- Complete and submit monthly claim
- Maintain a separate Food Service Fund



The Sponsor must administer all aspects of the meal eligibility verification process, complete and submit the monthly claim, and maintain a separate Food Service Fund to which reimbursement and other food service revenues are posted and expenses are paid. A consultant or other vendor **cannot** submit claims for the Sponsor. **The State agency strongly discourages the Sponsor from giving out their username and password to others to submit for them.** Sponsors must remember that they are 100% responsible for anything submitted in their name or submitted by someone that has been given access to their online system.

We have had instances where the Sponsor is depending on a consultant to submit the claim and the consultant does not submit it in a timely manner. The Sponsor loses the reimbursement, not the consultant. The consultant fees will still be due and owing, even if the Sponsor loses its reimbursement, due to failure to timely submit claims.

Sponsor Responsibilities

- Determine eligibility
- Notify households of the student's application status
- Conduct Direct Certification



The Determining Officials for the SFA are responsible for processing F/R applications, including approval, denial and follow-up with households to obtain complete information.

The Determining Officials enter data into the computer and maintain control of the computer system that automatically determines eligibility.

The Sponsor is responsible for administering the Direct Certification process and for notifying parents and guardians of the student's application status. [7 CFR 245.6(b)]

Again, none of these aspects are the responsibility of the vended meal vendor. These are nondelegable responsibilities that lie solely with the sponsor. These responsibilities cannot be delegated to the vendor or consultant.

Vended Meal Procurement



Our next topic is Procurement of Vended Meals.

Vended Meal Procurement

- The prototype ***must*** be used with no alterations, additions, or deletions
- Begin the process several months before the intended effective date
- Contracts are written for up to 1 year with the option to renew the contract for 4 years. See L.R.S. 39:1615.B
<https://legis.la.gov/Legis/Law.aspx?d=96094>
- All contracts end on June 30th of each year



The prototype provided by LDOE ***must*** be utilized to procure food and services with a vendor. The prototype must be used with no alterations, additions, or deletions.

The contract approval process should begin several months before the effective date of the contract. The effective date of all contracts is recommended to be July 1 or the beginning of the school year.

Contracts are written for up to 1 year with the option to renew the contract for an additional 4 years (L.R.S. 39:1615.B). <https://legis.la.gov/Legis/Law.aspx?d=96094>

All contracts end on June 30th each year. If the SFA is renewing the contract, the SFA would utilize the Agreement Amendment template, for the appropriate year, to renew the contract.

There is now a hard deadline for contract submissions to the State agency. The implementation of hard submission deadlines will ensure that every contract is approved prior to the June 30th expiration date.

1. All Step 1 Certification documents must be received by March 31st for priority consideration.
2. All Step 2 Certification documents must be received by May 30th for priority consideration.
3. All vended meal agreement amendments must be submitted by April 30th for priority consideration.

All documentation received prior to the hard submission deadlines will have priority processing.

Regulations Governing Procurement

2 CFR 318-327 and
Appendix II to Part 200

7 CFR 210, 215, 220, 225,
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USDA Guidance and
Instructions

State/Local Regulations



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Sponsors must comply with all regulations concerning procurement. That includes,

- 2 CFR 318-327 and Appendix II to Part 200
- USDA Program regulations (7 CFR Part 210, Part 215, Part 220, Part 225, Part 250), as well as other USDA guidance, and instructions
- The sponsor must also follow all State and local laws, regulations, and policies that are not in conflict with Federal requirements

Be mindful. If any State and/or local laws conflict with federal regulations, remember that federal regulations take precedence over State and local laws when utilizing federal funding.



Procurement Process for Vended Meal Services

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Now we will discuss procurement processes for Vended Meal Services.



Procurement Process for Vended Meal Services

- Download the RFP/IFB/RFQ Prototype
- Prepare the RFP/IFB/RFQ and exhibits
- Instructions for completion are on the [CNP website](#)



To begin the process, download the appropriate year's RFP, IFB, or RFQ vended meal prototype from the Child Nutrition Program website. There is a detailed instruction guide on the CNP website to assist you in completing the RFP, IFB, or RFQ.

Procurement Process for Vended Meal Services

- Develop the menu for procurement purposes.
- All vendors should submit responses based on the same menu to allow proper comparison.
- ***Vendors are no longer allowed to create their own menu in the state of Louisiana for the purpose of solicitation responses.***



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Developing a menu for procurement purposes. **The Vendors are no longer allowed to create their own menus in the State of Louisiana for the purpose of solicitation responses.** This change is necessary to ensure that all vendors are submitting responses on equal footing. The variation in menus makes evaluating responses more difficult for SFAs/Sponsors. Also, menu variations make competition unnecessarily difficult for smaller vendors to submit competitive responses. Creating more competition in the vendor market is the driving force for restricting menu creation to SFAs/Sponsors only.

SFA/Sponsors should require vendors to submit a sample menu to ensure the vendor can accurately create menus that meet meal requirements, but the actual solicitation response should be based on the SFA/Sponsor menu.

If the SFA/Sponsor is unable to create their own menu, do not be concerned or discouraged by the new change. The State agency has thought about ways to empower and assist you in confident vendor procurement. The SFA/Sponsor can use the State agency prototype menu, if the SFA/Sponsor does not have the ability to create its own.

Ultimately, the SFA/Sponsor is responsible for making sure the menu meets the minimum requirements before awarding the contract.

Optional Requirements

- Number of entree choices to be offered at breakfast / lunch
- Two varieties of fruit must be offered
- No additives in fruits and vegetables
- A daily vegetarian option must be offered
- Etc.



The State agency has added some optional requirements that an SFA can choose. The IFB/RFQ can dictate the number of entrée choices at breakfast and lunch and the SFA can also choose to have two varieties of fruit to comprise the fruit component at breakfast and lunch for grades 9-12.

Very often, State agency representatives have seen where only 1 fruit is offered. The student can take two fruits but the students are not aware. The vendor must provide signage to indicate that students can take 2 fruits or both fruits.

Fixed Fee Contract

The Vendor Contract is a fixed rate contract (Meal X Rate).

The Vendor can only charge for the number of meals delivered at the agreed upon rate.

The Vendor cannot charge any fees other than the fixed fee meal cost listed in the bid.

The Vendor may not charge late fees, charge for delivering meals, supplies, etc. outside of the fixed fee meal cost listed in the bid.



The vendor contract is strictly a fixed fee contract. The vendor can only charge for the number of meals delivered at the rate submitted in the awarded response. No other fees may be charged to the sponsor for ANY REASON! There can be no late fees, supply costs, additional employees needed, etc. Any additional fees charged to a sponsor are unallowable and may not be paid for with Child Nutrition funds.

The SFA/Sponsor is responsible for ensuring the meals ordered are close to their needed numbers. Although vendors can charge for meals delivered, SFA/Sponsors can only charge for the meals actually served.

Electronic Bidding Requirements

The SFA must provide all vendors with the option to receive and submit their bid through a uniform and secure electronic interactive system.

R.S. 38:2212.1(B)(4)(a)



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Vendors shall be provided the option to receive IFB documents and submit bids through a uniform and secure electronic interactive system.

Evidence of the interactive system being proposed for use by the SFA/Sponsor must be submitted with the Step 1 documents for State agency review and approval.

Vendors shall follow the standards for the receipt of electronic bids adopted by the Office of the Governor, Division of Administration, and the Office of Information Technology, and shall make the appropriate provisions necessary for the acceptance of electronic bids for all purchases requiring competitive bidding. Any special condition or requirement for the submission shall be specified in the advertisements.

The SFA/Sponsor shall provide documentation of the use of a uniform, secure electronic interactive system with the Step 2 documents.

Email, web links, or submission through the School District website are not a replacement for this requirement.

Advertisements

Newspaper advertisements are required to be published two separate times in the newspaper on two separate occasions in the locality. The first advertisement has to occur at least 15 days prior to the bid opening.

In addition to, not in place of the newspaper advertisement, a public entity may also publish an advertisement by electronic media available to the general public. [R.S. 38:2212.1\(B\)\(1\)](#)

The first publication of the advertisement shall not occur on a Saturday, Sunday or legal holiday. Plans and specifications shall be available to bidders the day of the first advertisement and shall remain available until 24 hours before the bid opening date. [R.S.38:2212.1\(B\)\(2\)](#)



The newspaper advertisements are critical to a successful IFB. Louisiana law requires two separate advertisements in the newspaper, on two separate days, prior to the bid opening date.

It is okay to publish the IFB documents on the School District's website. However, this does not replace the newspaper advertisement requirement.

Failure to adhere to the Louisiana Revised Statute regarding newspaper advertising will result in the SFA having to rebid the IFB.

Menu Certification

Vendors must provide the Sponsor with:

Menu certification documents utilizing a dated one week menu that includes portion sizes from the 21-day cycle menu included in the bid.

The menu certification documents must include all age/grade groups served.

The menu certification documents must contain all required information needed for approval by the Stage agency. Meals may not be served under this contract until the contract is approved by the State agency.



Each vendor must provide the Sponsor with menu certification documents utilizing a dated one week menu **that includes portion sizes** from the 21-day cycle menu included in the bid. The menu certification documents must include all age/grade groups served. The Sponsor shall develop the menu in accordance with the provisions of 7 CFR Part 210.10. The menu certification documents must contain all required information needed for approval by the Stage Agency. Meals may not be served under this contract until the contract is approved by the State agency.

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA/Sponsor Name Enter SFA/Sponsor Name Here

The Buy American Provision 7 CFR Part 210.21(d) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin. The Buy American Provision 7 CFR Part 210.21(d)(5) also requires SFA/Sponsors to track total food product purchases to ensure non-domestic food purchases do not exceed the established total annual commercial food cost caps (SY25-26 – 10%; SY28-29 – 8%; SY31-32 – 5%).

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

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
<input type="checkbox"/>	1. I certify that all food products proposed by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
<input type="checkbox"/>	2. I certify that all food products proposed by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
Click or tap here to enter text.	<p>This product includes _____ % U.S. Content. The product is <u>grown</u> in _____</p> <p><input type="checkbox"/> The product is listed in the FAR at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered:</p> <p>\$ _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ Price of Price of Non-Domestic Product Per Unit</p>

Each Vendor must include the signed Buy American Certification Form with their solicitation response.

Buy American Certification Form

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Each vendor must include the signed, completed Buy American Certification Form with their solicitation response. Any solicitation response that does not include the form should be considered non-responsive. The only allowable deviation from this requirement is if all the vendor's exceptions are included in the FAR. Reference 7 CFR 210.21(d)(5)(iii).

If any of the exceptions are due to the cost being significantly higher in the U.S. than for non-domestic products, the Buy American Certification form must be submitted by the vendor.

If the Sponsor awarding the contract notes that one vendor submitting a bid/proposal has no non-domestic food items listed and another has 25, the Sponsor should question why?

If one company is able to purchase the domestic product, other companies should be able to as well. Remember that vendors can change the menu to avoid the use of non-domestic products.

Buy American Certification Form

DALLAS : PEACHES Offerings : VERY LIGHT.

PEACHES Package: 25 lb cartons loose Variety: VARIOUS YELLOW FLESH VARIETIES

Date	Low-High Price	Mostly Low-High Price	Origin	Origin District	Item Size
04/24/2020	25.00 - 26.00		CHILE		60s

PEACHES Package: cartons 1 layer tray pack Variety: VARIOUS YELLOW FLESH VARIETIES

Date	Low-High Price	Mostly Low-High Price	Origin	Origin District	Item Size
04/24/2020	25.00 - 26.00		CHILE		30s

<https://www.ams.usda.gov/market-news>

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The Sponsor Director must also sign the Buy American Certification Form after researching all items the vendor is proposing to use that are non-domestic and determining that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality or that the cost of the U.S. product is significantly higher than the non-domestic product and is approving the use of the non-domestic product. One way of researching is to use the Agricultural Marketing Service website. The website provides guidance to the Sponsor in determining if domestic products are available. The downside of using this website is that the information being provided includes only the information available for today.

In the snapshot on this slide, we are looking to see if domestic peaches are available domestically. As of today, peaches are available in the Dallas Terminal Market only from Chile. No domestic peaches are available.

Many fresh items are seasonally available in the U.S. You can require the vendor to only use a non-domestic product only if it is out of season in the USA.

Each Sponsor must comply with new Buy American requirements as of July 1, 2025.



Buy American New Requirements

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The Buy American requirements cannot be transferred from the Sponsor to the Vendor. Although the vendor will be procuring some of the food used in the Sponsor's food service.

The Buy American provision found in 7 CFR Part 210.21(d) requires Sponsors to purchase domestic commodity products. These products must be produced and processed in the US using agricultural commodities that are produced in the US. In other words, Sponsors are required to purchase, to the maximum extent possible, domestic commodities or products.

According to 7 CFR 210.21(d)(3) – Sponsors must include language requiring the purchase of foods that meet the Buy American requirements in all procurement procedures, solicitations, and contracts that apply to a Sponsor located in the contiguous United States and is purchasing domestic commodities or products for the NSLP.

Buy American Provision Changes

- SFAs should be mindful of Buy American requirements when conducting informal procurement.
- Buy American Provision Certification Forms are required when conducting both formal and informal procurement. (See the [Buy American](#) factsheet.)
- SFAs should address Buy American provision requirements in their procurement plan. The SFA should also create procedures for tracking nondomestic purchases to ensure compliance with the final rule.
- SFAs that cannot meet the enacted SY2025-26 nondomestic purchase cap of 10% can receive a temporary accommodation from the State agency.



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There have been changes to Buy American Provisions that SFAs should also address in their respective procurement plans. The Buy American Provisions Related to the Final Rule – CNP Meal Patterns Consistent with the 2020-25 Dietary Guidelines for Americans (DGAs) has implemented a cap on non-domestic food purchases annually. (<https://fns-prod.azureedge.us/sites/default/files/resource-files/SP23-2024os.pdf>)

The hyperlink for the Buy American Factsheet is listed on the slide. (https://fns-prod.azureedge.us/sites/default/files/resource-files/FactSheet_BuyAmerican.pdf)

All nondomestic food purchases must be tracked throughout the year to ensure that purchases do not exceed the food purchasing cap.

- Purchases can be tracked on the Buy American Exceptions Tracking Standard Form Template. (<https://www.fns.usda.gov/sites/default/files/resource-files/SP23-2024a.xlsx>)
- SFAs can request an accommodation if they are unable to meet the Buy American Provision requirements to cap nondomestic food purchases to 10 percent. The form is located on the CNP website and should be submitted to the CNP general email address. See 7 CFR 210.21(d)(8).
 - If you cannot meet the cap requirements and have not yet requested an accommodation, go to the CNP website and submit the accommodation request form.

Buy American Exceptions

- Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery.
 - The request must include the:
 - Price of the domestic food alternative substitute
 - Availability of domestic alternative substitute and quantity
 - Reason for exception: limited/lack of availability or price (price must be included)
 - Prices must include: Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product



There are exceptions to the Buy American Certification Form. However, all exceptions are required to be tracked to ensure they do not exceed ten percent of the total annual commercial food costs for food products, per year. Tracking the non-domestic food costs cannot be a task delegated to the Consultant or the FSMC. The SFA is completely responsible for this task.

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

1. Price of the domestic food alternative substitute
2. Availability of domestic alternative substitute and quantity
3. Reason for exception: limited/lack of availability or price (price must be included)
4. Prices must include:
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

Buy American Exceptions

Limited Exceptions to the Buy American Requirement - [7 CFR 210.21\(d\)\(5\)](#)

- The product is listed on the Federal Acquisitions Regulations Non-available articles list found at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product is significantly higher than the non-domestic product.
- Non-domestic food purchases (those that do not meet the definition of domestic commodity or product, as defined above) – by July 1, 2025, non-domestic food purchases must not exceed ten (10) percent of total annual commercial food costs that a Sponsor purchases per school year. [7 CRR 210.21\(d\)\(5\)\(ii\)\(A\)](#)
- Sponsors must maintain documentation, except when the item purchased is found on the FAR Non-available Articles List, when using the Buy American Exception.
- Sponsors must maintain documentation to demonstrate their non-domestic food purchases do not exceed the annual threshold specified in #3 listed above. See the available USDA [Exceptions Tracking Standard Form](#) for use complying with the ten percent total annual commercial food cost purchases.



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Limited Exceptions to the Buy American Requirement - [7 CFR 210.21\(d\)\(5\)](#)

1. The product is listed on the Federal Acquisitions Regulations Non-available articles list found at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product is significantly higher than the non-domestic product.
3. Beginning July 1, 2025, Non-domestic food purchases (those that do not meet the definition of domestic commodity or product, as defined above) must not exceed ten (10) percent of total annual commercial food costs that a SFA purchases per school year. [7 CRR 210.21\(d\)\(5\)\(ii\)\(A\)](#)
 - SY2025-26 through SY2027-28, the nondomestic food purchasing cap is 10 percent.
 - SY2028-29 through SY2030-31, the nondomestic food purchasing cap will be 8 percent.
 - SY2031-32 on, the nondomestic food purchasing cap will be 5 percent.
4. SFAs must maintain documentation, except when the item purchased is found on the FAR Non-available Articles List, when using the Buy American Exception. However, the SFA must note that the item was located on the Non-available Articles List.
5. Sponsors must maintain documentation, to demonstrate that when using a Buy American Exception, their non-domestic food purchases do not exceed the annual threshold specified in #3 listed above. See the available USDA [Exceptions Tracking Standard Form](#) for use complying with the ten percent total annual commercial food cost purchases.

Harvested Fish under Buy American Requirement – [7 CFR 210.21\(d\)\(6\)](#)

1. To meet the definition of a domestic commodity or product, harvested fish must meet the following requirements:
 - a. Farmed fish must be harvested within the U.S. or any territory or possession of the US, and
 - b. Wild caught fish must be harvested within the Exclusive Economic Zone of the US or by a US flagged vessel.

Optional Evaluation Criteria



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Now we will look at optional evaluation criteria that may be used in Vended Meal RFP solicitations.



Geographic Preference

Local Procurement

<https://www.fns.usda.gov/f2s/procuring-local-foods>



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Local Procurement is also an optional evaluation factor. An increasing number of child nutrition program operators want to source local foods and provide complementary educational activities that emphasize food, agriculture, and nutrition while supporting the local economy and farmers. Including local procurement and advertising to students through education or other activities can enhance the program and encourage students to eat your meals.

- Federal regulations have recently expanded the definition of what is considered local procurement, and how it can be procured.
- Now sponsors may apply geographic preference to solicitations when procuring unprocessed locally grown or locally raised agricultural products, including the use of the terms “locally grown”, “locally raised”, or “locally caught” as procurement specifications. Sponsors can also use the phrases as selection criteria for unprocessed or minimally processed food items. 7 CFR 210.21(g)
- It is up to the sponsor to determine the local area to which the geographic preference shall apply. Sponsors who receive local food grants through USDA, LA Department of Agriculture, or other means, shall review the grant requirements to determine geographic preference parameters. It is up to the sponsor and the sponsor’s legal department to ensure compliance with all grant procurement procedures.



Geographic Preference

Local Procurement

<https://www.fns.usda.gov/f2s/procuring-local-foods>



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Some of the benefits of doing sourcing locally are:

- Supporting the local community
- Lower school meal program costs
- Increased meal participation
- Reduced food waste

Some great resources for helping you navigate the procurement of local foods are available on the Farm to School website's resources page.

- The website is www.fns.usda.gov/cfs

We suggest keeping a printout or saving a copy to your desktop of the Procuring Local Foods for Child Nutrition Programs guide.

This guide helps navigate the procurement rules correctly. It includes menu planning basics, fundamental principles of procurement, several potential sources of local products, and a variety of ways to procure the products.

REVISED: Bid Bond Requirements

- Contract value >\$60,000 (>\$350,000 for charter schools) and participating in SFSP requires a bid bond. For all other programs, bid bonds are optional. See [L.R.S. 38:2218](#).
- Bid Bonds must be 5% of the value of the entire contract.
- The bond must be from surety companies listed in the current Department of the Treasury Circular 570.
(<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>)
- If applicable, bid bonds must be provided to the State agency with the Step 2 documentation.



The Division of Nutrition Support is revising its bid and performance bond requirements to more closely align with the Louisiana Revised Statutes [38:2216](#) and [38:2218](#) and USDA Memo [SP 35-2016](#). The revisions will be reflected in the SY2026-27 templates.

For proposals over \$60,000 (\$350,000 for charter school), when the sponsor is participating in the Summer Food Service Program, bid bonds are required. For all other programs, bid bonds are optional. If requesting a bid bond, sponsors must require a bond in the amount of 5 percent of the value of the contract for which the proposal is made, and as specified in the IFB/RFP.

When bonds are required, vendors are prohibited from posing any alternative forms of bid bonds (Memo SFSP 06-2019). Cash, certified checks, letters of credit, and escrow accounts, are not acceptable substitutes for bid bonds.

The bond must be from one of the surety companies listed in the most recent issue of the United States Department of Treasury (TRE) Circular 570. Use the hyperlink on the slide to verify surety companies.

If applicable, bid bonds must be provided to the State agency with the Step 2 documentation.

REVISED: Performance Bond

- If the contract exceeds \$60,000 (\$350,000 for charter schools), and the sponsor participates in SFSP, a performance bond is required. For all other programs, the bond is optional.
- The performance bond must be 10% of the total value of the contract. See [L.R.S. 38:2216](#).
- If the vendor enters into more than one contract with a sponsor and the aggregate total exceeds \$60,000 (\$350,000 for charter schools), the vendor must obtain a performance bond for 10% of the aggregate total of the value of the contracts.
- The performance bond must be from surety companies listed in the current Department of the Treasury Circular 570.



Sponsors may require a performance bond for any contract exceeding the small purchase threshold. \$60,000 or \$350,000 for charter schools. See [L.R.S. 38:2216](#). For sponsors participating in SFSP, the performance bond is required.

If the vendor and a sponsor enter into one or more contracts exceeding \$60,000 (\$350,000 for charters), the sponsor shall obtain a performance bond from the chosen vendor in an amount of 10% of the total value of the contract for which the bid/proposal is made. The total value of the contract includes all programs the sponsor plans to operate. Vendors shall obtain performance bonds only from surety companies listed in the current Department of the Treasury Circular 570.

No sponsor shall allow vendors to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

The Performance Bond, if applicable, must be provided to the State agency as a part of the Step 3 process.

Certificate of Insurance

- The chosen vendor must provide a Certificate of Insurance that indicates compliance with the RFP or IFB requirements.
- Insurance is required for the following:
 - 1.Comprehensive General Liability
 - 2.Automobile Liability
 - 3.Excess Umbrella Liability



The chosen Vendor must provide a Certificate of Insurance that indicates compliance with the RFP or IFB requirements.

It is up to the Sponsor to review the Certificate of Insurance to ensure the Vendor has sent an insurance certificate listing the below coverages in the amounts specified on the IFB.

Failure to review the Certificate of Insurance, prior to sending the certificate to the State agency will result in delay of State agency approval.

Insurance is required for the following:

- 1.Comprehensive General Liability
- 2.Automobile Liability
- 3.Excess Umbrella Liability

Now, the prototype contains an additional line for any extra insurance the sponsor requires vendors to have before awarding the bid.

Certificate of Insurance

- The sponsor must be named as an additional insured party on all policies
- The Vendor must also provide a waiver of subrogation in favor of the Sponsor
- The certificate of insurance requires that the Sponsor be notified of cancellation of Insurance policies 30 days before cancellation is to take effect



The certificate of insurance must name the sponsor as an additional insured party on all policies.

The vendor must provide a waiver of subrogation in favor of the sponsor. A Waiver of Subrogation is an endorsement that prohibits an insurance carrier from recovering the money they paid on a claim from a negligent third party. The sponsor requires this endorsement from their vendor to avoid being held liable for claims that occur on their jobsite.

The insurance contract requires that the sponsor be notified of the cancellation of Insurance policies at least 30 days before the cancellation of insurance. The Certificate of Insurance is submitted to the State agency with the Step 3 documents.

The State agency will not approve the contract without receiving this document.

Protests from a Vendor

1. The name, address, and telephone number of the protestor
2. The signature of the protestor or an authorized representative of the protestor
3. Identification of the purchasing agency and the solicitation or contract number
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents
5. The form of relief requested
6. The protest must be filed within 10 days of receiving the award notice



Language has been added to the RFP or IFB/Contract to provide a vendor with instructions on how a protest is to be conducted.

The Sponsor shall indicate the person the protest is to be sent to, along with their title and mailing address. The protest must be filed within 10 days after receiving the award notice. The protest must include the name, address, and telephone number of the protestor; the signature of the protestor or authorized representative, identification of the purchasing agency and the solicitation or contract number, a detailed statement of the legal and factual grounds of the protest. Copies of relevant documents must also be included. And finally, the vendor representative must provide the form of relief requested.

Protests from a Vendor

The Sponsor must:

- Provide a written response within 30 days of receipt of the protest
- Provide a written response to the protest will be made within 30 days from receipt of the protest
- Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal has been filed
- Notify the State agency of the protest or appeal



The Sponsor must:

Provide a written response within 30 days of receipt of the protest.

A written response to the protest must be made within 30 days from receipt of the protest. Pending the results of the protest or appeal, the contract that has been awarded shall not be affected by the protest or appeal. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal has been filed.

The Sponsor shall in all instances disclose information regarding protests to the State agency.

Procurement Process for Vended Meal Service

- Complete the Step 1 document and submit to State agency along with the proposed IFB
- All contract documents must be signed by an authorized representative
- Include the bid opening time, date, address



The Step 1 document can be found in the “Vended Meals – Instructions for completing the IFB”. The Sponsor completes and submits the original, signed Step 1 and proposed IFB to LDOE. Step 1 documents must be received by March 31st of the current school year for the upcoming school year.

Failure to submit the proposed IFB for prior approval before advertising may result in rebidding.

Remember that all IFB/Contract documents must be signed by an employee of the organization that has been authorized to enter into contracts on behalf of the Sponsor. This should be the person listed on the online application as the Superintendent or Authorized Representative.

Include the bid opening time, date, and address.

Procurement Process for Vended Meal Services

- Receipt of approval by State agency
- Publicly advertise and solicit known vendors
- Open bids publicly



After receipt of the completed, signed Step 1 documents, the sponsor will receive written approval by LDOE to begin the solicitation process.

The Sponsor must solicit bids from an adequate number of known, qualified vendors (at least 4-5 qualified vendors).

The solicitation must be publicly advertised two times on two separate days in a regional news source. The first advertisement must be at least 21 days before the bid opening date. The first advertisement must not occur on a Saturday, Sunday, or legal holiday.

The IFB is not to be advertised before State agency approval has been given. In instances where the Sponsor advertises only once, only advertises on the sponsor website, or advertises prior to State agency approval, the IFB must be re-advertised and the Step 1 process must be completed from the beginning.

All bids received by the Sponsor must be opened at the time and place stated in the IFB. The bid opening must be conducted publicly.

Awarding the Contract

Award to the
most responsible
and responsive
bidder

Price is always
the primary
factor

When awarding the IFB/Contract, the Sponsor must award the contract to the most responsible and responsive bidder with the lowest price.

Program Integrity

- Transparency in the award process
- Must be able to withstand public scrutiny



There must be transparency in the award process. The bid opening must take place as listed on the solicitation. The public cannot be turned away or refused admittance into the bid opening. Bids cannot be opened during closed doors with just sponsor staff.

The process and documents must be able to withstand public scrutiny. The sponsor must be able to prove that the vended meal application was awarded to the most responsive, responsible bidder with the lowest price.

Cost

- Lowest Price is the only considerable factor when awarding the contract.
- Fixed Price Contract – No other fees may be charged to the sponsor but the cost included in the fixed price meal cost listed on the bid form.



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Justification for Scoring:

The vendor with the lowest cost must be awarded the contract, unless the Sponsor can prove that the bid is either non-responsive, non-responsible or both.

The Vended Meal Contract is a fixed price contract. The Vendor may not charge the Sponsor any other fees than meals delivered X rate.

No administrative, delivery, late fees, or other fees are allowable. The Vendor must propose a price based solely on meals delivered x rate. Administrative fees, delivery fees, employee costs, and all other fees should be considered when the vendor is calculating the fixed price meal cost it chooses to list on the bid form.

The Sponsor must not sign any other contracts or agreements with the vendor. Any other contract signed for vended services cannot utilize CNP funds and must be paid for from the sponsor's general fund account.

As listed in the State Prototype, the vendor may only charge the Sponsor for meals served, not delivered. This is stated a few places in the prototype contract.

Advisory Committee Meeting Reports



What is the advisory committee recommending to improve the food service?



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Each Sponsor that has a vended meal contract must have an advisory committee.

What is the advisory committee recommending to make the vended meal service program more successful at your organization.

The documented advisory committee meeting recommendations and action by the Sponsor and vendor are requirements of the Child Nutrition Program.

Health Inspection Reports

Eat Safe Louisiana Inspections

<https://la.healthinspections.us/>

LAC TITLE 51 PART XXIII

CRITICAL ITEMS: These items MUST BE CORRECTED IMMEDIATELY (see compliance schedule below). Repeat violations may lead to enforcement action or permit suspension.		
Category	Code Reference	Description of Violations
FOOD CONTACT EQUIPMENT/UTENSILS, CONSTRUCTION AND SANITIZATION	2501	25 - 2501 - Food contact surfaces and utensils are not clean to sight and touch. *** ice-machine **** [COS]

NON-CRITICAL ITEMS: These items should be corrected by the next regular inspection or according to the compliance schedule (see below) established by this office.		
Category	Code Reference	Description of Violations
FOOD PROTECTION	1907	81 - 1907.2 - Ice dispensing utensils were not stored in a clean protected location.
UTENSILS/EQUIPMENT SINGLE SERVICE	2101	87 - 2101.1 - Non-food contact equipment is not maintained in good repair. *** Line equipment and warmer in dry storage. ***
UTENSILS/EQUIPMENT SINGLE SERVICE	2113	87 - 2113 - Non-food contact surfaces are not constructed of a corrosion-resistant, non-absorbent, smooth material. **** matted tables. ****
UTENSILS/EQUIPMENT SINGLE SERVICE	2501	75 - 2501.2 - Non-food contact surfaces of equipment have an accumulation of dust, dirt, food residue and other debris. **** inside drawers and in warming cabinet in dry storage. ****
UTENSILS/EQUIPMENT SINGLE SERVICE	2503	76 - 2503.1 - Non-food contact surfaces are not cleaned at a frequency necessary to preclude accumulation of soil residues. **** Table under line. **** [COS]
UTENSILS/EQUIPMENT SINGLE SERVICE	2519	84 - 2519.2 - Ice use food utensils are not stored on a clean dry surface. **** knives. **** [COS]
TOILETS/HAND WASH FACILITIES	3109	94 - 3109.6 - The hand wash lavatory and/or soap and paper towel dispensers are not clean. **** Sink in middle of kitchen. ****
STRUCTURAL DESIGN/MAINTENANCE PLUMBING	3505	103 - 3505.1 - Openings are not protected against the entry of rodents or insects. **** Under three-compartment sink and at window in dry storage. ****
STRUCTURAL DESIGN/MAINTENANCE PLUMBING	3701	105 - 3701.5 - Floors are not clean. **** mop sink area, behind equipment, and base boards throughout. ****
STRUCTURAL DESIGN/MAINTENANCE PLUMBING	3701	105 - 3701.1 - Floors are not smooth and easily cleanable. **** near ice machine. ****
STRUCTURAL DESIGN/MAINTENANCE PLUMBING	3703	106 - 3703.4 - Wall ceilings or attached equipment are not in good repair. **** Bunch of wall attachment is coming off wall. ****
PERMITS/PLANS/FOOD SAFETY CERTIFICATES	501	114 - 501.1 - A valid permit to operate was not obtained prior to opening of the food establishment.



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The Sponsor should have the necessary health inspection reports on file for the chosen vendor. You can access information on the chosen vendor by using the link on this slide or by searching Eat Safe Louisiana Inspections.

It is the Sponsor's responsibility to ensure the vendor keeps it's facilities clean and follows all the Safety and Sanitation regulations required by LDH. The manager must have passed a Servsafe or other equivalent course and be certified.

Failure to meet health inspection requirements, as represented by LDH findings during school inspections or vendor facility inspections such as in a central kitchen, is grounds for termination of the contract and exclusion from consideration in future IFBs.

The inspection example on this slide indicates that the Vendor is not keeping a clean, sanitary kitchen. Many of the violations are related to areas of the kitchen that are not clean. Some of the violations are due to poor maintenance on the part of the school itself. The last violation indicates that the vendor began operations before obtaining a Permit to Operate.

The Sponsor must not allow food to be prepared without the vendor having a valid Permit to Operate in the vendor's name. Child Nutrition Program regulations do not allow any meals to be claimed in any Child Nutrition Program without a valid permit to operate.

Commodities

- The purchase of commercial products when USDA-Donated Foods are available would render the commercial purchase of these items as unreasonable and unnecessary and contributes to a higher cost for student meals.
- The Vendor shall accept and use USDA-donated foods in as large of quantities as may be efficiently utilized in the Sponsor's nonprofit food service, subject to approval of the Sponsor.



Many Vendors do not like to deal with commodities because there is a lot of paperwork involved. Some Sponsors do not like using them for the same reason. If you, as the Sponsor, are not receiving commodities, you are leaving money on the table and doing a disservice to your students.

Commodities decrease the cost of the food served to students so it also decreases the price the students have to pay. The Vendor may be charging the Sponsor \$3.30 for each meal but the commodity credits may amount to 20 to 30 cents per meal. That amount is deducted from the bill from the vendor, so it is imperative that sponsors take advantage of commodities.

Sponsors are expected to apply for and utilize commodities. The purchase of commercial products when USDA-Donated Foods are available would render the commercial purchase of these items as unreasonable and unnecessary and contributes to a higher cost for student meals.

Vendors shall accept and use USDA-donated foods in as large of quantities as may be efficiently utilized in the Sponsor's nonprofit food service, subject to approval of the Sponsor.

A bid that places any restrictions on the use of commodities must be considered non-responsive and must not receive an award.

Required Documents To Be Submitted

The documents listed are required to be submitted during the Step 2 Process



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Now, we will begin to discuss documentation required to receive Step 2 approval.

Standards of Conduct and Certification Statement

- All employees participating in the Vended Meal Contract process must sign the Standards of Conduct and Certification Statement.
- The Sponsor must maintain the forms on file for the duration of the contract (and at a minimum 3 years plus the current year, whichever is longer).



All employees participating in the Vended Meal procurement process must sign the Standards of Conduct and Certification Statement.

The Sponsor must maintain the forms on file for the duration of the contract.

Required Documents

- Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (USDA)
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities Form
- Execute the Independent Price Determination Certificate



Ensure the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (USDA) has been signed before awarding the contract.

Also make sure the Sponsor has received the signed Certification Regarding Lobbying and the Disclosure of Lobbying Activities Form.

Execute the Independent Price Determination Certificate.

Maintain these documents on file.

Required Documents

- Signed Step 2 documents
- Bid Form
- Evidence of electronic bidding service used
- All bids received from the solicitation
- Copies of all correspondence between the Sponsors and Vendors
- Signed Bid Summary and Agreement Page (before execution)
- Signed Buy American Certification form, if applicable
- Bid Bond, if applicable



There is now a hard deadline for Step 2 document submissions. Please be mindful that all Step 2 documents should be submitted to the State agency on or before May 30th of the current school year for the upcoming school year.

Documents to be submitted include the:

- Signed Step 2 documents
- Bid Form
- Evidence of Electronic bidding service used, for example centralbidding.com.
- An electronic copy of all bids submitted
- Copies of all correspondence between the sponsor and vendors.
- A signed copy of the contract, before execution must be submitted. The Sponsor can sign the contract document but must not provide to the vendor until final approval of the contract is received from the State agency.
- Signed Buy American Certification form, if applicable.
- Bid Bond, if applicable.



Step 3 Documentation

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After the State agency has informed the sponsor that the Step 2 documents are approved, the sponsor can inform the winning vendor of their “intent” to award the contract.

At that time, the vendor must provide the sponsor with the Certificate of Insurance and, if applicable, a Performance Bond.

State Agency Approval



- Written Approval must be received before the final award
- No meals can be claimed before the date of approval



The Sponsor may not award the bid until written approval is received from the State agency. The Sponsor may not claim meals for reimbursement served by a vendor until the contract is approved. This is a USDA regulation and must be followed.

Managing the Contract

Legal Responsibility

The SFA is legally responsible for the conduct of the food service program and must supervise the food service operations to ensure compliance with the rules and regulations of the State agency and USDA regarding each of the Child Nutrition Programs.



The Sponsor is legally responsible for the conduct of the food service program and must supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of the State agency and USDA regarding each of the Child Nutrition Programs covered by the contract.

The Sponsor is responsible for ensuring that all corrections have been made if problems were noted during a sponsor review, the LDOE Administrative Review, or program audit.

The Sponsor must remember that they are 100% responsible for the food service program and no part of the responsibility can be delegated to a vendor or consultant.

Managing the Contract 21-Day Cycle Menu

- Menu must be followed
- Changes require written approval
- Obtain updated nutrient analysis
- Maintain on file



The menu included in the solicitation must be adhered to for the first 21 days of meal service. After that, changes may be made only with written approval of the SFA/Sponsor.

The SFA/Sponsor must submit the written request to change the menu with an updated nutrient analysis. The SFA/Sponsor must receive the updated analysis before approving menu changes. The analysis must show the menu is in compliance with USDA regulations. The Sponsor is to maintain all menu change approvals and analyses on file.

Managing the Contract

Meeting Menu Requirements

- Ensure menu requirements are met
- Ensure only reimbursable meals are claimed
- Food Quality Standards match contract
- Food Production Records are complete and accurate



The Sponsor is responsible for ensuring all menu requirements are met and only reimbursable meals are served and claimed.

The Sponsor is responsible for certifying the claim is correct. They must also make certain the food production records are completed each day for all reimbursable meals.

The completed food production records must provide all information contained in the LDOE prototype food production record regardless of whether they are completed by hand or are computer-generated.

Meeting Detailed Specifications

- All meals must meet the detailed specifications for the grade groups being served.
- No payment is to be made to the vendor for meals that do not meet the minimum requirements. This includes:
 1. Component requirements
 2. Quantity requirements
 3. Vegetable subgroup requirements
 4. Nutrient specifications for the age/grade group served.



All meals must meet the detailed specifications for the grade groups being served. No payment is to be made for meals that do not meet the minimum component requirements, quantity requirements, vegetable subgroup requirements, and nutrient specifications for the age/grade group served. The sponsor should be monitoring the menu to ensure they are meeting the required specifications.

There have been many findings during Administrative Reviews where the vendor is not meeting the minimum requirements, particularly quantity requirements and Vegetable subgroup requirements.

The vendor must provide an updated nutrient analysis to the Sponsor when menu changes are made to ensure that nutrient specifications are being met.

It must be reiterated. When the Administrative Review finding is issued, the vendor is not the one receiving the finding. The sponsor is receiving the finding.

All procurements using funds from the SFS account must comply with the Buy American Provision.

Funds in the SFS account include:

- Federal Funds
- Payments for Meals
- Sales of Competitive Foods
- Other



Managing the Contract



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The only time the Sponsor should see non-domestic agricultural products being purchased by the Vendor is when a domestic product is not available or when the price of the domestic product is substantially higher than the non-domestic product.

Many domestic canned and frozen fruits and vegetables are available with the exception of some tropical varieties like bananas, pineapple, mandarin oranges, etc. Some domestically grown fresh fruits and vegetables are available seasonally.

It is the Sponsor's responsibility to know what agricultural products are available from the US before approving exceptions. Please refer to the Buy American Certification form.

This is a vital part of managing the food contract. If assistance is needed, please contact the State agency.

Immediate Termination of the Vended Meals Contract

- Failure to maintain required standards of sanitation
- Failure to maintain proper insurance coverage
- Failure to provide required information in the specified timeframe
- Failure to maintain quality of service



Termination language was added to the RFP/IFB to cover a severe breach of contract that would warrant immediate termination of the contract by the Sponsor upon written notification to the Vendor (See Terms and Termination Section).

The severe breach of contract would include failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required information/statements in the required time frame outlined by the contract, or failure to maintain quality of service at a level satisfactory to the Sponsor. The Sponsor may terminate the contract immediately with written notice to the Vendor.

Please be aware that failure to meet health inspections, as represented by LDH findings during site inspections of the Vendor's food facilities is not only grounds for termination of the contract but may exclude the vendor from consideration in future IFBs or contracts.

Additional Requirements

- Monitor Vendor bills to ensure there are no unallowable costs
- Invoices should only reflect the Meals Delivered X Rate amount contractually agreed upon
- The Sponsor is to ensure the invoice reflects only the meals served and not meals delivered.
- Implement Food Service Advisory Committee



The SFA/Sponsor is also responsible for making sure all bills are monitored prior to payment to assure that the vendor has not double-billed or included costs that are not allowed by the contract.

Invoices must reflect ONLY the Number of Meals Delivered X the Contract Rate.

The SFA/Sponsor is responsible for every aspect of the food service program. Including ensuring that invoices only reflect meals served and not meals delivered.

The SFA/Sponsor may implement a Food Service Advisory Committee composed of parents, teachers, students, and the vendor to assist with menu planning and ensure that the vendor follows through with menu changes, etc.

Non-Delegable SFA Responsibilities

- The Sponsor shall be legally responsible for the management and oversight of the food service program.
- The Sponsor cannot delegate Procurement Standards to the Vendor. This includes Buy American Exception tracking, ensuring Buy American verbiage is included in both informal and formal procurement documents. This also includes the use of State Contracts for procurement purposes. State contracts can only be one source in procuring products.
- The Sponsor cannot delegate On-Site Monitoring, Financial Responsibility, Advisory Board duties, Health Permit and Inspections, Food Pricing, Signature Authority, Monthly Claims for Reimbursement, Free and Reduced Price Meal Process, USDA Donated Foods, and any a la carte service.



The role of a Vendor is to purchase, cook, and prepare meals for the approved sites.

The SFA/Sponsor is ultimately responsible for the management and oversight of the Food Service Program.

The SFA/Sponsor cannot delegate responsibilities to the Vendor that should be handled by the SFA/Sponsor. Administrative Review, Procurement Review, and Audit findings will not be issued to the Vendor or any contracted Consultant. They will be issued to the Sponsor.

Some non-delegable responsibilities also include:

- Procurement requirements. The Sponsor cannot make the Vendor responsible for procurement procedures that must be followed. Although the Vendor makes purchases, it is up to the Sponsor to ensure those purchases comply with State and Federal Regulations.
- This includes the Buy American Exception Tracking that must be completed to ensure that non-domestic food purchases do not exceed ten percent of the annual commercial food costs per school year.
- Sponsors must ensure that Buy American verbiage is in all procurement plans, procedures, solicitations, and contracts, regardless of the procurement being formal or informal.
- Sponsors must ensure that the Vendor is using State Contract purchasing correctly, if applicable. The State Contract pricing can only be used as one source when procuring.
- The Sponsor cannot delegate On-site monitoring to the Vendor or Consultant. The Sponsor is responsible for conducting regular contract compliance reviews for at least one site and monitoring meal counting and claiming procedures for all campuses each semester.
- The Sponsor cannot delegate Financial Responsibility. The Sponsor has to retain control of all financial responsibilities as required by 7 CFR 210.19(a)(1).
- The Sponsor cannot delegate Advisory board duties, health permit and inspections, food pricing, signatory authority, monthly claims for reimbursement, free and reduced price meal process, USDA donated foods, or any a la carte services.

Additional Information

Louisiana Revised Statute Changes



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Now, we will discuss some changes to the Louisiana Revised Statutes that affect child nutrition programs.

BY SENATORS MCMATH, BOUDREAUX, CLOUD, CONNICK, DUPLESSIS, EDMONDS, FESL, HENRY, HENSGENS, KLEINPETER, LAMBERT, MIGUEZ, MIZELL, MYERS, REESE, SELTERS, STINE AND TALBOT AND REPRESENTATIVES ADAMS, AMEDEE, BAMBURG, BAYHAM, BEAULIEU, BERAULT, BILLINGS, BUTLER, CARRIER, CARVER, CHENEVERT, COATES, COX, CREWS, DEVILLIER, DICKERSON, DOMANGUE, ECHOLS, EDMONSTON, EGAN, EMERSON, FIRMONT, FISHER, GALLE, HILFERTY, HORTON, ILLG, JACKSON, MIKE JOHNSON, KERNER, MCMAHEN, MCMAKIN, MELERINE, MENA, OWEN, ROMERO, SCHAMERHORN, SCHLEGEL, SPELL, STAGNI, THOMPSON, VENTRELLA, VILLIO, WILDER AND WYBLE

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

AN ACT

To amend and reenact R.S. 37:1270(A)(8) and to enact R.S. 17:197.2, R.S. 37:920(G), and

Part I-B of Chapter 4 of Title 40 of the Louisiana Revised Statutes of 1950, to be comprised of R.S. 40:661 and 662, relative to nutrition; to provide for serving certain foods in schools; to provide for continuing education for certain healthcare providers; to provide for disclosure of certain ingredients by manufacturers; to provide for disclosure of seed oil use by food establishments; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 17:197.2 is hereby enacted to read as follows:

§197.2. Prohibited ingredients; local production preference

A.(1) No public school governing authority shall serve any food or beverage containing a prohibited ingredient to students in schools under its jurisdiction.

(2) No nonpublic school that receives state funds shall serve any food or beverage containing a prohibited ingredient to students.

**Act No. 463 was
passed during the
2025 Legislative
Session.**

**It enacts L.R.S.
17:197.2 regarding
prohibited ingredients
in school food service.**



Before we close, we would like to bring some new rules, regulations, and statutes to your attention.

During the 2025 Regular Legislative Session, Senate Bill No. 14 was passed and became Act No. 463. Why is this important for procurement? It is important because food or food products are at the center of school food service procurement.

Let's look at the changes a little further.

Prohibited Ingredients in School Food Service

- Act Number 463 enacts Louisiana Revised Statute 17:197.2 which states:
 - A.
 - (1) No public school governing authority shall serve any food or beverage containing a prohibited ingredient to students in schools under its jurisdiction.
 - (2) No nonpublic school that receives state funds shall serve any food or beverage containing a prohibited ingredient to students in schools under its jurisdiction.
 - (3) The provisions of this Subsection shall apply to breakfasts and lunches served to a student on a school campus during regular school hours and to any food or beverages served by the school to a student during aftercare.
 - (4) The provisions of this Section shall not apply to any food or beverage sold in concession stands or vending machines.

<https://legis.la.gov/legis/ViewDocument.aspx?d=1426851>



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- Section 1 of Act number 463 applies to all LEAs. (Public, private, and charter schools.)
- L.R.S. 17:197.2 applies to breakfast, lunch, afterschool snacks, and supper served to students during school hours and during aftercare.
- The Act states that no public or nonpublic school shall serve any food or beverage containing a prohibited ingredient to students in schools under its jurisdiction.
- The hyperlink to view Act number 463 is at the bottom of the slide. Section 1 of Act Number 463 will take effect school year 2028-2029.

Disclosure of Harmful Ingredients

- Act Number 463 enacts Louisiana Revised Statutes 40:661 and 662 which state:
 - 40:661.A – Names the artificial colors, additives, or banned chemicals.
 - B.
 - (1) – The product label shall include a QR code, with a statement adjacent to the code that informs the consumer that additional ingredient information can be accessed by scanning the code.
 - B.(2) – The QR code shall link to a web page that is under the control of the manufacturer.
 - B.(3) – The web page shall state: “NOTICE: This product contains “insert ingredient here”. For more information about this ingredient, including FDA approvals, click HERE.”
 - B.(4) – The disclaimer shall link to the U.S. FDA’s web page regarding food chemical safety.
 - C.
 - (1) The provisions of this section shall only apply to food or beverages intended for human consumption.

<https://legis.la.gov/legis/ViewDocument.aspx?d=1426851>



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- Section 3 of Act Number 463 relates to the disclosure of harmful ingredients and the way those ingredients must be labeled. This portion of the Act will become effective January 1, 2028. CNP Directors are advised to review product labels of applicable foods to ensure compliance with this requirement.
- All harmful ingredients should have product labels with QR codes, as mentioned in the statute. CNP Directors are advised to familiarize themselves with the difference between the allowable and unallowable harmful ingredients in the school food service program.

Questions?

Email childnutritionprograms@la.gov
or call 225.342.9661

Please contact LDOE's Division of Nutrition Support if you have questions. You can call or email your questions using the information provided on this slide.