

Louisiana Believes

**Instructions for Completing an  
Agreement Amendment for a Food  
Service Management Contract**

**SY 2023-24**

**National School Lunch Program,  
School Breakfast Program, Child and  
Adult Food Care Program and  
Summer Food Service Program**

# LOUISIANA DEPARTMENT OF EDUCATION

## Instructions for Completing the Attestation And Agreement Amendment for a Food Service Management Contract

1. If a School Food Authority (SFA) would like to **amend the contract** with a Food Service Management Company (FSMC), **the SFA must first determine that a material change will not occur if the contract is amended (Page 3 of this document).**

a. **Attestation-No Material Change**-to assist in making the determination as to whether a material change has occurred, the Authorized Representative for the SFA reviews the dollar value of the initial contract and the estimated contract value for the coming school year. **If the estimated dollar value of the upcoming school year contract has a monetary increase equal to or greater than \$250,000 above the initial contract, a material change has occurred and the contract must be rebid.**

The Authorized Representative is to read each of the four (4) statements on the Attestation of No Material Change. If the SFA can answer yes to the statement, check the box to the left. The authorized representative **must attest to all four statements** before making the decision to amend the present FSMC contract. If the Authorized Representative is not able to attest to all four statements, a material change has occurred in its existing contract with the FSMC and the contract must be rebid.

b. **Contract Extension**-the authorized representative certifies that the Agreement Amendment is strictly an extension of the original contract, that all terms and conditions of the contract are in full force and that no other revisions have been made to the IFB/Contract.

c. **Meal Rates**-The SFA also must also attest that the increase in meal price has not exceeded the Consumer Price Index (CPI) for All Urban consumers for Food Away from Home as of January of the year the contract is being renewed.

d. The attestation must be signed by a duly authorized representative of the SFA operating the National School Lunch and/or School Breakfast Programs.

2. The **Agreement to Amend Contract** is on pages 6-11 of this document. The Authorized Representative completes all sections highlighted in gray.

This includes:

- The name and address of the SFA.
- The name and address of the FSMC.
- The beginning and ending date of the contract. The ending date may not extend past June 30th of the coming school year
- The fixed meal equivalent for lunch for the present school year.
- The fixed meal equivalent for lunch, breakfast, and snack for the coming school year.
- The CPI used to calculate meal prices for the contract extension.
- The SFA must complete the section stating understanding that the nonprofit school food service program account cannot be used to pay for unallowable contract costs.
- The SFA must complete the school site section. This includes all school sites included in the original FSMC contract, as well as the school sites that will be included in the contract extension. All school sites included in the contract extension must be a school site included in the original FSMC contract.
- The FSMC completes the Buy American Certification Form and returns to the SFA.
- The Authorized Representative of the SFA and the Authorized Representative of the FSMC sign and date the agreement to amend.

3. Complete the Procurement Standards of Conduct Certification Statement and maintain on file at the SFA.
4. When all documents are completed, send the following to the LDOE:
  - a. Signed Agreement Amendment
  - b. Signed Attestation Statement
  - c. Signed Buy American Certification Form
5. The contract extension is not valid until approval is received by a state agency representative.

Mail or email to: Louisiana Department of Education  
Division of Nutrition Support  
P.O. Box 94064  
Baton Rouge, Louisiana 70804

4. If questions arise, please contact LDOE at (225) 342-9661.

LOUISIANA DEPARTMENT OF EDUCATION ATTESTATION FOR Lycee Francais de la Nouvelle – Orleans (SFA)

Food Service Management Company (FSMC) Contracted Schools

**FSMC Contract Amendment-No Material Change-**I, John Henry Trant (Name of Authorized Rep.) as the duly authorized representative of Lycee Francais de la Nouvelle-Orleans (Name of SFA), do hereby attest that the aforementioned SFA operating the National School Lunch Program authorized under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.) and/or the School Breakfast Program authorized under the Child Nutrition Act of 1966 (42 U.S.C. 1773) has reviewed its existing Food Service Management Contract for all changes resulting from complying with the required change to use food based menu planning as outlined in the Final Rule, *Nutrition Standards in the National School Lunch and School Breakfast Programs* (77 FR 4088), and considered all factors outlined by USDA’s guidance titled “Procurement Questions and Answers to Assist in the Implementation of the final rule titled *Nutrition Standards in the National Lunch and School Breakfast Programs*” (SP 17-2012).

By checking **ALL** of the factors below, the aforementioned SFA has determined that NO MATERIAL CHANGE has occurred in its existing contract with the FSMC and the determination was made independently by the SFA, not the FSMC.

- Changes to the dollar value of the contract for the upcoming school year are not equal to or greater than \$250,000 above the initial contract
- Changes to the contract would not have caused bidders to bid differently if the prospective changes had existed at the time of bidding
- Prospective changes do not materially affect the scope of services, types of food/products, volume of food products, etc., in both the solicitation document and resulting contract (this includes adding programs ex: ASP, SFSP, CACFP)
- Documentation used to complete the aforementioned will be maintained for the duration of the contract with the existing FSMC

I certify that **no material change occurred** and this attestation is true and correct, and therefore I believe that Lycee Francais de la Nouvelle-Orleans (Name of SFA) is **not required to rebid** its FSMC contract with Genuine Foods (Name of the FSMC) for School Year 2022-23. This determination was made independently by the SFA, not the FSMC. In addition, I understand that a review of the SFA’s food service procurement is a standard process of the State Agency’s Administrative Review. Noncompliance with any federal or state regulation may result in adverse action including fiscal action. Payment to the SFA may be deemed unallowable as a result of any identified noncompliance with this attestation. All unallowable costs will need to be reimbursed to the food service account from nonfederal sources.

Under the provisions of USDA, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Program, the Agreement Amendment is strictly an extension of the signed Invitation for Bid and Contract. All terms and conditions of the contract shall remain in full force and effect. I understand that revisions cannot be made to the executed *Invitation for Bid and Contract*. Furthermore, I understand additional documents and/or agreements, including those developed by the contractor, cannot become a part of the executed contract.

**Meal Rates: The SFA certifies that the increase in the fixed rate for meals has not exceeded the** Consumer Price Index (CPI) for Food Away from Home. The specific CPI used will be the CPI for All Urban consumers as of January, 2023. The CPI for Food Away from Home as of January 31, 2023 is **8.2%**. Lycee Francais de la Nouvelle-Francais (Name of SFA) also understands the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As Authorized Representative for the School Food Authority noted below, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, complies with the rules and regulations of the Louisiana Department of Education (LDOE) and the United States Department of Agriculture (USDA) regarding Child Nutrition programs.

I understand the *Invitation for Bid and Contract* and all related documents are subject to review by the LDOE and the United States Department of Agriculture at any time. I understand all contract information provided to the Louisiana Department of Education is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Furthermore, I understand such misrepresentation could result in the loss of federal and state funding received by the School Food Authority for school-based Child Nutrition Programs.

I certify the above information provided to the state agency is true and correct. I further certify that I understand this document is a prototype and no changes have been made to any verbiage in this document. The SFA has only completed the highlighted section requiring SFA information.

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

*Printed Name of Authorized Representative:* John Henry Trant

*Title of Authorized Representative:* Operations Manager

**Louisiana Department of Education**  
**Agreement to Amend Contract**

**SFA Name:** Lycee Francais de la Nouvelle-Orleans

The School Food Authority, Lycee Francais de la Nouvelle-Orleans (contracting agency) located at 1601 Leonidas Street, New Orleans, LA 70118 (Complete address of the SFA), and Genuine Foods (Name of FSMC) located at PO BOX 96503 Washington DC 20090 (Complete address of the FSMC) have entered into a contract entitled "Invitation for Bid/Proposal and Contract Food Service Management Company Vended Meal Services" regarding the Child Nutrition Programs for the contracting agency. The contracting agency and the contractor hereby agree to amend the contract as set forth below:

**Amendment to the Contract-**If the FSMC is responsible for providing the SFA with non-program foods, the FSMC shall provide written documentation of food costs and revenues to the SFA on a monthly basis. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Non-program foods include: a la carte, catering, vending, and student stores operated, or any other sales generated through the non-profit school food service account not already described. This information is required to determine compliance with revenue from non-program foods (7 CFR Part 210.14 (f)).

**Termination of the Contract-** In addition to the grounds for termination for breach of contract as noted in the original Food Service Management contract, the following may result in immediate termination of the contract with written notification to the FSMC:

1. Failure to maintain and enforce required standards of sanitation
2. Failure to meet the requirements of the Louisiana Department of Health, as represented by LDH findings during school/site inspections or inspection of other food facilities of the FSMC or vendor is grounds for termination of the contract by the SFA and/or exclusion from consideration in future RFPs or contracts as determined by the LDOE.
3. Failure to maintain proper insurance coverage as outlined by the contract
4. Failure to provide required information/statements in the required time frame outlined in this RFP
5. Failure to maintain quality of service at a level satisfactory to the SFA/Sponsor

The SFA/Sponsor is the responsible authority without recourse to FNS or the state agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

**Dates:** The dates of this contract are hereby changed to become effective from: July 1, 2023 to June 30, 2024 (The date may begin on or after July 1st of the beginning of the contract year but may not end after June 30th of the end of the contract year. The amendment must be ONLY for a one-year period and should be for the upcoming school year.

## Meal Rates

Meal Rates	Year 1	Year 2	Year 3	Year 4	Year 5
NSLP Meal Rate	3.49	3.62	3.852	4.1678	
SBP Meal Rate	2.34	2.43	2.586	2.798	
ASSP Meal Rate	1.15	1.19	1.266	1.3698	
SFSP Lunch/Supper Meal Rate	3.49	3.62	3.852	4.1678	
SFSP Breakfast Meal Rate	2.34	2.43	2.586	2.798	
CACFP Dinner Meal Rate	3.49	3.62	3.852	4.1678	
CACFP Snack Meal Rate	n/a	n/a	n/a	n/a	
Value of the NSLP portion of the contract	455,445	472,296	502,523	543,729	
Value of the SBP portion of the contract	67,392	69,886	74,359	80,456	
Value of the ASSP portion of the contract	5,750	5,963	6,345	6,865	
Value of the SFSP portion of the contract	2,320	2,406	2,560	2,769	
Value of the CACFP portion of the contract	17,450	18,096	19,254	20,832	
Estimated Extra Sale Value of the Contract					
<b>Total Value of the Contract</b>	<b>548,357</b>	<b>568,646</b>	<b>605,039</b>	<b>654,652</b>	

**OFFICIAL NAME OF SITES**

OFFICIAL NAME OF SITES INCLUDED IN THE ORIGINAL CONTRACT	OFFICIAL NAME OF SITES INCLUDED IN THE 2022-23 CONTRACT EXTENSION (Include the former name if applicable)
<b>Patton Campus</b>	<b>Patton Campus</b>
<b>Johnson Campus</b>	<b>Johnson Campus</b>
[REDACTED]	<b>Priestley Campus</b>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

THE SFA AND FSMC AGREE TO ABIDE BY ALL APPLICABLE PROVISIONS IN 2 CFR 200-THE UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

THE SFA AND FSMC AGREE TO ABIDE BY THE PROVISIONS IN APPENDIX II OF PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal



Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) 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.

(E) 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.

(F) 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.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions

contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **Required Contract Provisions from 2 CFR Part 200**

1. **Procurement of recovered materials-** A non-Federal entity that is a state agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)

2. The Sponsor and Vendor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321)

a. the sponsor will utilize available resources such as the Hudson Initiative List and the SBA (8) A list to assist in identifying minority and women's businesses.

b. the sponsor will place qualified small and minority businesses and women's businesses on solicitation lists.

c. that the Sponsor is willing, when economically feasible, to divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

d. The prime contractor, if subcontracts are to be let, agrees to take the affirmative steps as described above.

### **Required Contract Provisions from 7 CFR Part 210**

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural

commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

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

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product 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 are significantly higher than the non-domestic product.

The vendor must identify all food products utilized by the Company that do not meet the definition of “domestic” on the Buy American Certification. The agreement to amend will not be approved unless a signed Buy American Certification Form is included with the amendment.

Company Name: Genuine Foods

Approval by Company Representative Signature: 

Company Representative (Print Name): [Mike Monteiro](#)

Title: [SVP, Strategic Partnerships](#)

Date: [05/25/2023](#)

SFA Name: Lycee Francais de la Nouvelle-Orleans

Approval from Authorized Representative (Signature): \_\_\_\_\_

Approval from Authorized Representative (Print Name): John-Henry Trant

Title: Operations Manager

Date:

# BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

**SFA Name:** Lycee Francais de la Nouvelle-Orleans

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


The vendor must include all food products bid by the company that do not meet the definition of “domestic”. This document must be included as a part of the Amendment. This document is also available on the Child Nutrition Program Website in Microsoft Word format so the vendor may add additional food items.

<b>VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)</b>	
<input type="checkbox"/>	1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
<input checked="" type="checkbox"/>	2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below.
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
	This product includes _____ % U.S. Content. The product is grown in <input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <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: \$     /     Price of Domestic or U.S. Grown Product Per Unit  \$     /     Price of Non-Domestically Grown Product Per Unit
	This product includes _____ % U.S. Content. The product is grown in <input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <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: \$     /     Price of Domestic or U.S. Grown Product Per Unit  \$     /     Price of Non-Domestically Grown Product Per Unit
	This product includes _____ % U.S. Content. The product is grown in <input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.

	<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 Non-Domestically Grown Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><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 Non-Domestically Grown Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><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 Non-Domestically Grown Product Per Unit</p>

By signing this document, the FSMC is certifying that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality or the FSMC has provided sufficient documentation for the SFA to determine whether the cost of the U.S. product is significantly higher than the non-domestic product.

Company Name: Genuine Foods

Company Representative Signature: 

Company Representative (Print Name): Mike Monteiro

Title: SVP, Strategic Partnerships

Date: 05/25/23

The SFA has researched all items the FSMC is proposing to use that are non-domestic and determined that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a 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. The following website for the Agricultural Marketing Service can provide guidance to the SFA in determining if domestic products are available <https://www.ams.usda.gov/market-news/fruits-vegetables>.

SFA Name: Lycee Francais de la Nouvelle-Orleans

Approval from Authorized Representative (Print Name): John Henry Trant

Approval from Authorized Representative (Signature): \_\_\_\_\_

Title: Operations Manager

Date:

## STANDARDS OF CONDUCT AND CERTIFICATION FOR PROCUREMENT

In accordance with 2 CFR Part 200.318, the following standards of conduct must be followed by all officers, employees, or agents of the non-Federal entity herein named, Lycee Francais de la Nouvelle-Orleans (SPONSOR) that are engaged in the selection, award and administration of contracts:

- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- Disciplinary actions shall be applied for violations of above standards by officers, employees, or agents, up to and including termination from the program
- Officers, employees, and agents shall avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- Officers, employees, and agents must also maintain written standards of conduct if the entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, officers, employees, and agents shall make every effort to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- Officers, employees, and agents shall make every effort to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- Officers, employees, and agents shall make every effort to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

- Officers, employees, and agents shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (See also §200.214 Suspension and debarment)
- Officers, employees, and agents shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- Officers, employees, and agents shall use a time and materials type contract\* only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. The Officers, employees, and agents awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

\*Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
  - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (See §200.318(J1) for further detail)
- Officers, employees, and agents of Lycee Francais de la Nouvelle-Francais (Sponsor), shall do the following:
    - Accept full responsibility, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
    - Make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition, including procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, in accordance with §200.325.

These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

## PROCUREMENT STANDARDS OF CONDUCT CERTIFICATION STATEMENT

I, John Henry Trant (Authorized Representative) for Lycee Francais de la Nouvelle-Orleans (Sponsor) hereby certifies the following:

- Officers, employees, and agents shall conduct all procurement transactions in a manner providing full and open competition consistent with the standards of 2 CFR 200.319, (inclusive of written procedures for procurement transactions that:
- Ensure clear and accurate description of technical requirements for the material, product, or service to be procured
- Identify all requirements which must be fulfilled by offerors and all factors to be used in the evaluation of bids and proposals
- Ensure that all all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition
- Ensure that potential bidders are not precluded from qualifying during the solicitation period
- Officers, employees, and agents shall conduct all procurement transaction, using one of the methods of procurement noted in §200.320 (micro-purchases, small purchase, sealed bids, competitive proposals, non-competitive proposals\*)

\*See §200.320(c) for listing of criteria that must be established in order to utilize non-competitive proposals

- Officers, employees, and agents shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with §200.321.
- Officers, employees, and agents shall comply with the procurement of recovered materials, as specified in §200.323.
- Officers, employees, and agents shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications, in accordance with §200.324.
- Officers, employees, and agents shall ensure that the bonding requirements are followed, in accordance with §200.326.
- Officers, employees, and agents shall ensure that the all contracts contain the applicable provisions described in Appendix II to Part 200, in accordance with §200.327.
- Officers, employees, and agents shall comply with the retention requirements for records, in accordance with §200.334.
- Officers, employees, and agents shall provide access to records, in accordance with §200.337.
- Officers, employees, and agents shall adhere to the Cost Principles contained in Subpart E §200.402 - §200.475.

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Authorized Representative

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Date