



Floyd County Public Schools

140 Harris Hart Road NE

Floyd, VA 24091

540.745.9400

www.floyd.k12.va.us

**Food Service Management Company
Request for Proposals**

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

This institution is an equal opportunity provider.

Standard Request for Proposals and Cost Reimbursable Contract

Foodservice Management Company

Floyd County Public Schools

School Year: July 1, 2025 to June 30, 2026

Notice is hereby given that Floyd County Public Schools, hereinafter referred to as the school food authority (SFA), intends to examine alternatives to its present foodservice program and is accepting proposals for FOODSERVICE OPERATIONS MANAGEMENT SERVICES COMPANY (FSMC) contract for the school division until 2pm on April 24, 2025. All proposals submitted after that time will not be accepted and will be returned to the sender. Proposals are to be submitted in a sealed envelope marked FOODSERVICE OPERATIONS AND MANAGEMENT PROPOSAL #2025-01.

A mandatory pre-proposal conference with interested respondents to review the specifications and clarify any questions shall be held at the Floyd County School Board Office, 140 Harris Hart Road, Floyd, VA 24091, on April 9, 2025 at 9am. A site visit of the applicable facilities will immediately follow the meeting.

No intent should be construed from this legal notice that the SFA intends to enter into a contract with any party for alternative foodservice unless, in the sole opinion of the SFA, it is in the SFA's best interest to do so. The SFA reserves the right to accept any proposal which it determines most favorable to the interest of the SFA and to reject any or all proposals or any portion of any proposal submitted which, in the SFA's opinion, is not in the best interest of the SFA.

All costs involved in submitting a response to this RFP shall be borne in full by the bidding party incurring said cost.

The respondent to this RFP will be referred to as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the SFA.

Issue Date: March 27, 2025 **RFP No.** 2025-01

Title: Foodservice Operations and Management Services

Initial Period of Contract: One year beginning on July 1, 2025 and ending on June 30, 2026 with up to four one-year renewals.

General Information

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a foodservice program in compliance with the United States Department of Agriculture's (USDA) regulations for the National School Lunch Program (NSLP) and School Breakfast Program (SBP) for **Floyd County Public Schools**, herein after referred to as the SFA. The respondent is herein referred to as the FSMC. The contract will be between the FSMC and SFA.

B. Procurement Method

1. This procurement process will be the competitive proposal method (commonly referred to as a RFP). All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2 CFR §200.319(a) and standard contracting terms and process that comply with the Virginia Public Procurement Act (VPPA).
2. SFAs are prohibited from entering into a contract with a FSMC that develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting the procurement.
3. This contract will be a **Cost-Reimbursable plus a fixed fee contract** whereas the FSMC will be paid on the basis of the direct cost incurred for food, supplies and labor, plus a fixed fee for general and administrative expense fee that must be clearly defined and itemized in the proposal, and a management fee. All program expenses not otherwise defined in the contract will be assumed by the FSMC under the administrative fee.

C. Pre-proposal Meeting

A mandatory pre-proposal conference with interested respondents to review the specifications and to clarify any questions shall be held at the Floyd County School Board Office, 140 Harris Hart Road, Floyd, VA 24091 on April 9, 2025 at 9am. A site visit of the applicable facilities will immediately follow the meeting.

D. Bid Submission and Award

- a. Proposals are to be submitted to:

Floyd County Public Schools

Attention: Darin Boothe

140 Harris Hart Road, Floyd, VA 24091

All proposals submitted after that time will not be accepted and will be returned to the sender. Proposals are to be submitted in a sealed envelope marked FOODSERVICE OPERATIONS AND MANAGEMENT PROPOSAL #2025-01.

- b. The SFA reserves the right to accept any proposal it deems most favorable to the interests of the SFA or reject any or all proposals if deemed not to be in the best interest of the SFA.
 - c. For consideration, each FSMC **must** submit a complete response to this solicitation using the forms provided.
 - d. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation on the basis of the evaluation criteria included in this RFP. A responsible FSMC meets the requirements for financial, technical, and other resources and indicates an ability to perform the services required by this solicitation.
 - e. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the respondent in submitting a proposal.
- E. The final negotiated contract and supporting documentation is subject to review by the Virginia Department of Education, Office of School and Community Nutrition Programs (VDOE-SCNP) before the signing of the contract by all parties. This review is to ensure the contract documents comply with all the provisions and standards set forth in USDA regulations 7 CFR 210.16 and 210.21, the procurement standards specified in 2 CFR 200.318.326, and regulatory requirements for USDA donated foods in contracts with FSMCs, as defined in subpart D of 7 CFR 250. Paying the FSMC from the SNP funds (school foodservice account) is prohibited until both parties sign the contract.**
- a. The complete and final contract includes all documents included by the SFA in the RFP and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., worksheets, appendixes, attachments, operating cost sheets, etc.).

- b. If additional information is required, please contact Darin Boothe at 540-745-9400 or by email at boothed@floyd.k12.va.us.

F. **Award Criteria** (*must be committee, individual score sheets, points or percentages or numerical rankings; must be objective*)

A committee using the following criteria will evaluate proposals. A contract will be awarded to the responsible respondent whose proposal is the most advantageous to the SFA with price and other factors considered (2 CFR 200.320(d)). Price is the primary consideration when awarding a contract under the competitive proposal method (*USDA Guidance Manual Contracting with Food Service Management Companies: Guidance for School Food Authorities*, May 2016).

Number	Criteria	Percentage
1	Price/Cost	25%
2	Service capability and management plan addressing the services requested	20%
3	Experience and references	15%
4	Financial condition and business practices	10%
5	Accounting reporting systems	10%
6	Personnel management, training, and professional standards	10%
7	Geographic Preference	4%
8	Promotion/Marketing of the SNP (NSLP and SBP) with focus on student wellness	3%
9	Involvement with students, staff, and patrons	3%
N/A	Total Points Possible:	100%

G. Proposal Protests

Any respondent may protest the award or decision to award a contract by submitting a protest in writing to the Superintendent, Dr. Jessica Cromer no later than 10 days after the Notice of Award or the Notice of Intent to Award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Superintendent, Dr. Jessica Cromer shall issue a decision in writing within 10 days of the receipt of the protest stating the reasons for the action taken.

If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Floyd County Public Schools shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the Floyd County Public Schools. Where the award has been made and performance has begun, the Superintendent, Dr. Jessica Cromer may declare the contract void upon a finding that this action is in the best interest of Floyd County Public Schools. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

An award need not be delayed for the period allowed a respondent to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

H. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, its attachments, and addenda.

I. Contract Terms

The contract shall be for a period of one year beginning on or about July 1, 2025 and ending June 30, 2026 with up to four (4) one-year renewals with mutual agreement between the SFA and the FSMC. This contract cannot be effective prior to the date of final approval by the VDOE and signed by both parties.

J. Employees

The status of current foodservice employees is addressed in the Standard Terms and Condition Section under the subsection Employees.

K. Errors or Omissions

The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, the FSMC shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA will communicate any clarification to all potential respondents.

L. Final Contract

The final contract resulting from this solicitation incorporates all documents, appendices and exhibits included by the SFA in the 2025-01 and all proposal documents and negotiations submitted by the successful FSMC that have been mutually agreed upon by both parties (i.e., worksheets, appendixes, attachments, operating cost sheets, etc.).

M. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under state law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

N. Incurred Cost

Any cost incurred by the FSMC prior to the final approval and execution of the contract by all parties, shall be the responsibility of the FSMC. The SFA will not be liable for any such costs incurred.

O. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

P. Meal Equivalents

For making the meal count computations, the FSMC shall use the formula established by the Institute of Child Nutrition (ICN) as attached in Appendix K.

Q. Payment and Fees

1. The following definitions are provided to clarify what are allowable direct costs:

Operation expenses: all costs, charges and expenses incurred in connection with the operation of the school nutrition programs which have been detailed in the mutually agreed upon budget by the SFA and FSMC. Operating expenses may include but are not limited to:

- **Goods:** the invoiced amount of goods including food beverages merchandise and supplies. Food and beverages are limited to those items used in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
 - **Labor:** including salaries and bonuses if applicable, wages, taxes, benefits, payroll processing, retirement plans and the cost of administering such plans, this shall be limited to on-site employees responsible for the management, preparation, service, and cleanup of meals.
 - **Miscellaneous Expenses:** paper supplies including decorations and signs, equipment rental, cleaning materials, small wares, linens, equipment maintenance and repair, storage fees for USDA foods, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, for expenses related to program operation.
 - **Purchased Services:** fees expended for professional and technical services, including accounting, legal advice, and training. Architects, consultants, computer specialist, food service management fees, and other similar services are also included.
2. All direct costs must be allowable, directly allocable to the operation of the SNP and must not be provided for in the general and administrative expense fee.

1. Additional Information

- FSMC on-site management team shall consist of a general manager.
- The general manager (school nutrition program director) must meet the professional standards and maintain professional development as required in 7 CFR 210.30.
- FSMC is required to have a minimum of five (5) years' operating experience.
- Résumé for onsite general manager who will be assigned must be included in proposal. A job description for the general manager position may be submitted in lieu

of a resume if a general manager has not been identified.

- Three copies of proposals are to be provided. Alternate proposals will not be accepted.
- All questions regarding the RFP process are to be submitted in writing to Darin Boothe, Floyd County Public Schools, 140 Harris Hart Road, Floyd, VA 24091, or by email at boothed@floyd.k12.va.us by April 17, 2025.
- Meal prices are expected to increase for the fiscal year 2026 for the reimbursable meal programs and the ala-carte program. All proposals should reflect costs based on this assumption.
- FSMC shall provide varied menu options that meet the likes and preferences of the students in the specific age/grade group. All menu items must be in compliance with the current USDA regulation and nutrition standards.
 - FSMC shall promote maximum participation in the school nutrition programs with a goal of increasing participation in the School Breakfast Program by 10% increase and for School Lunch by 5% increase. USDA Required Standard Terms and Conditions

1. Scope and Purpose

- a. The FSMC shall operate in conformance with the SFA's agreement to participate in the SNP with the VDOE, the Virginia Department of Agriculture and Consumer services (VDACS), the Virginia Department of Health (VDH) for the SFSP and the Child and Adult Care Feeding Program (CACFP) (if applicable), and all applicable state and local regulations.
- b. The FSMC, as an independent contractor, shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Foodservice Locations and Services Provided, which is attached to this contract as "Exhibit A" and fully incorporated herein.

Programs SFA participates in, or may add within the length of this contract and/or the four allowable renewal years:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Afterschool Snack Program (ASP)

- Summer National School Lunch Program (SNSLP)
- Summer School Breakfast Program (SSBP)
- Summer Afterschool Snack Program (SASP)
- Seamless Summer Option (SSO)
- Special Milk Program (SMP)
- Fresh Fruit and Vegetable Program (FFVP)
- Summer Food Service Program (SFSP)
- Child and Adult Care Food Program (CACFP)
- A la carte
- Adult meals
- Catering/special functions
- Contract meals
- Vending machines
- Other (specify):

Proposals must be inclusive of all of the SFA's programs. The SFA reserves the right to expand the federal child nutrition programs to provide the availability of food resources to children and students that can be served by these programs as long as both parties are in agreement and prior approval is obtained by the state agency.

- c. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- d. The FSMC shall comply with and conduct all foodservice operations in accordance with the rules, regulations, policies and instructions of the VDOE and USDA, and any additions or amendments there to including but not limited to 7 CFR Parts 210, 215, 220, 225 (SFSP), 226 (CACFP), as applicable, 245, 250, 2 CFR 200 and all applicable USDA Food and Nutrition Services (FNS) instructions, policies, and all applicable federal regulations listed in Appendix J.

- e. The foodservice provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff and not as a source of profit to the FSMC. The revenue must accrue to the school foodservice account directly.
- f. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR § 210.16(c) and 2 CFR 200.324(c). This contract is cost-plus-a-fixed-fee contract.
- g. The SFA shall be legally responsible for the conduct of the foodservice program and shall supervise the foodservice operations in such manner as will ensure compliance with the rules and regulations of the VDOE, VDACS, VDH, and USDA regarding each of the SNPs covered by this contract. The SFA shall not relinquish any prohibited responsibilities to the FSMC.
- h. The SFA shall retain control of the SFA's nonprofit school foodservice account and overall financial responsibility for the SNPs.
- i. The SFA shall retain control of establishing all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. Meals prices established will be in accordance with Paid Lunch Equity (PLE) Tool. The FSMC shall provide additional foodservice, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organizations will be billed for the actual cost of food, supplies and labor; and the FSMC's overhead and administrative expenses, if applicable, to providing such service. The SFA will be reimbursed for all costs associated with these catered functions and special meal events. USDA foods shall not be used for these special functions unless the SFA's students will be the primary beneficiaries.
- j. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by local wellness policies, state or federal program regulations.
- k. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's foodservice with classroom instruction. The FSMC shall comply with the local wellness policy including the nutrition guidelines as required.
- l. Payment Terms/Method: The FSMC shall invoice the SFA at the end of each month for amounts due based on on-site records. Detailed cost documentation

must be submitted monthly to support what the SFA is charged for each cost, charge, or expense. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by the state agency. Upon termination of the agreement, all outstanding amounts shall immediately become due and payable.

- m. The FSMC shall not enter into contractual agreements on behalf the school nutrition programs.

2. Signature Authority

- a. The SFA shall retain signature authority for the annual agreement to participate in the school nutrition programs, including but not limited to the SNP Financial Report, the Verification Report, and the on-line submission of all information and claims (7 CFR 210.16(a)(5)).
- b. The SFA shall retain signature authority for the monthly claim for reimbursement and all other reporting through the Single Sign-on for Web Systems (SSWS) SNPWeb applications.
- c. The SFA shall retain the superintendent's electronic signature account authority and password to the VDOE-SCNP's secure web system (SNPWeb). The SFA shall be responsible for all required SNPWeb System Annual Application to participate in the school nutrition programs, monthly claims for reimbursements, verification reports, financial reports, and all other required school nutrition program activities.

3. Free and Reduced-Price Meals Policy

- a. The SFA shall maintain responsibility for the implementation of the free and reduced-price policy in accordance 7 CFR 245.
- b. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the school nutrition programs and approved by the VDOE, as required under Title 7 CFR § 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under Title 7 CFR § 245.8 and prevent erroneous meal counts. The FMSC is responsible for ensuring students are not being claimed for meals when they were not in attendance at the time of the meal or did not receive a reimbursable meal. Any replacement system proposed by the FSMC must preclude the potential for the overt identification of free and reduced-price eligible students under 7 CFR Part 245.8.

- c. The SFA shall be responsible for the development, completion, distribution, and collection of the parent letters and household application for free and reduced-price meals and/or free milk.
- d. The SFA shall be responsible for obtaining the direct certification list from the SNPWeb six times each year to determine eligibility for free meals without obtaining a household application for free and reduced-price meals and/or free milk from parent/guardian.
- e. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR § 210.16(a). The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status. Access to this information must be password protected to ensure confidentiality.
- f. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced-price meals and free milk.
- g. The SFA shall be responsible for verifying household applications for free and reduced-price meals and follow-up activities as required by USDA regulations.

4. USDA Donated Foods

- a. The SFA shall retain title to all USDA donated foods and shall ensure that all USDA donated foods made available to the FSMC, including processed donated foods, accrue solely to the benefit of the SFA's nonprofit school foodservice and are fully utilized therein.
- b. The FSMC is prohibited from entering into any processing contracts, utilizing USDA donated foods on behalf of the SFA. Activities relating to donated foods. A FSMC may perform specific activities relating to donated foods, such as those listed in this paragraph (d), in accordance with procurement documents and its contract with the recipient agency. Such activities may also include the procurement of processed end products on behalf of the recipient agency. Such procurement must ensure compliance with the requirements in subpart C of this part and with the provisions of the distributing or recipient agency's processing agreements and must ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value. Although the FSMC may procure processed end products on behalf of the recipient agency, it may not itself enter into the processing agreement with the

processor required in subpart C of this part. Other donated food activities that the FSMC may perform include (7CFR 250.50(d)):

- i. preparing and serving meals;
- ii. ordering or selection of donated foods, in coordination with the recipient agency, and in accordance with § 250.58(a);
- iii. storage and inventory management of donated foods, in accordance with § 250.52; and;
- iv. payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with the requirements in subpart C of this part.

The SFA shall receive and retain all refunds, rebates, discounts, and credits from any USDA donated foods processors.

- c. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods. The FSMC shall be responsible for explaining, via written communication, the reason(s) for any negligence.
- d. The FSMC shall select, accept and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's nonprofit foodservice, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of USDA foods; however, the final determination as to the acceptance of USDA foods must be made by the SFA.
- e. The FSMC shall use all donated ground beef and ground pork products, and all processed end products, in the SFA's foodservice. The FSMC will use all other donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's foodservice.
- f. The FSMC must assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR Part 250, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

- g. The FSMC shall have available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA. The FSMC shall retain all USDA commodities records for a period of three (3) years for inspection and audit by representatives of the SFA, state agency, USDA and comptroller general, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the three-year period until resolution of the issues raised by the audit.
- h. The FSMC shall itemize the value of USDA donated foods used in the regular monthly billing to the SFA to document savings resulting from commodity usage. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods) whether or not the donated foods are used in that school year. The values are to be based on the values at the point the SFA receives the USDA foods from the state distributing agency and are to be based on the USDA commodity file prices pertinent to the time period. This information is available from the VDACS, Food Distribution Office. Negotiation of such values is not permitted (7 CFR 250.52 (b)).
- i. The SFA must conduct reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's foodservice in the school year.
- j. USDA donated foods shall not be used for any catering and/or special functions.
- k. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA donated foods.

5. Inventory, Storage, and Record Retention of USDA Donated Foods

- a. Disposition of donated foods and credit reconciliation upon termination of the contract. When a contract terminates, and is not extended or renewed, the FSMC must return all unused donated beef, pork, and processed end products, and must, at the recipient agency's discretion, return other unused donated foods. The recipient agency must ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's meal service in a school year or fiscal year, as applicable (7 CFR 250.52(c)).
- b. The FSMC will comply with the storage and inventory requirements for donated foods established by the VDACS and in accordance with all state and federal regulations. The FSMC must ensure that the inventory management does not result in the SFA being charged for donated foods. FSMC will maintain accurate

and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods.

- c. The SFA, VDOE, USDA, or their duly authorized representatives, may perform onsite reviews of the FSMC's foodservice operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- d. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with § 250.45(b). The FSMC shall retain all USDA foods records for a period of three (3) years for inspection and audit by representatives of the SFA, state agencies (VDOE and VDACS), USDA and comptroller general, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the three-year period until resolution of the issues raised by the audit.
- e. The SFA must maintain the following records relating to the use of donated foods:
 - i. The donated foods and processed end products received and provided to the FSMC for use in the SFA's foodservice.
 - ii. Documentation that the FSMC has credited the SFA for the value of all donated foods received for use in the SFA's foodservice in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.
 - iii. The actual donated food values used in crediting.
- f. The FSMC must maintain the following records relating to the use of donated foods:
 - i. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's foodservice.
 - ii. The FSMC must show documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's foodservice in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.
 - iii. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.

- g. The SFA must ensure that the FSMC is in compliance with the requirements of this part through its monitoring of operation of the school nutrition programs, as required.

6. Health Certifications

- a. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.
- b. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under Title 7 CFR § 210.16(c).
- c. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- d. The FSMC shall adhere to the food safety plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.
- e. The FSMC shall comply with all Commonwealth of Virginia and local sanitation requirements applicable to the preparation and service of food. (7 CFR 210.16(a)(7)).
- f. The FSMC shall ensure at least two health inspections are conducted by the local Virginia Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.
- g. The FSMC and the SFA shall immediately correct any problems found as a result of a health inspection.

7. Meals

- a. The FSMC shall serve reimbursable meals on such days and at such times as requested by the SFA to conform to the SFA's school year calendar and any modifications to the calendar caused by severe weather or other conditions beyond control of the SFA.
- b. The SFA shall retain control of the quality, extent, and general nature of the foodservice.

- c. The FSMC shall offer free, reduced-price and paid reimbursable meals to all eligible children participating in the school nutrition programs.
- d. The FSMC shall provide reimbursable meals that meet all the USDA requirements and nutrition standards specified in 7 CFR 210 and 220 for regulations for each of the USDA programs identified above.
- e. The FSMC shall provide the specified types of service in the schools/sites listed in Section 1, Scope and Purpose, letter B.
- f. The FSMC shall promote maximum participation in the school nutrition programs.
- g. The FSMC shall make substitutions in the food components of the meal pattern for lunches and afterschool snacks for students with disabilities including providing special meals at no extra charge, to accommodate disabilities when their disability restricts their diet. Program regulations require these substitutions be made on a case-by-case basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods from a state licensed healthcare professional, such as a physician or nurse practitioner (medical statement).
- h. The FSMC may make substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular lunch or afterschool snacks because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a state licensed healthcare professional, such as a physician or nurse practitioner (medical statement), except in the case of fluid milk substitutions (reference: 7 CFR §210.10(d) (2)).
- i. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions (reference 7 CFR § 210.10[d] and 7 CFR § 220.8(d)).
- j. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA. All foods and

beverages available for sale to students anywhere on the school campus during the school day must meet all the USDA regulatory requirements.

- k. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

8. Establishment of an Advisory Council and Menus

- a. The FSMC shall participate, to the extent deemed appropriate by the SFA, in periodic meetings of the advisory board composed of students, teachers, and parents established by the SFA to assist in menu planning.
- b. The FSMC shall serve meals that follow the 21-day menu cycles for lunch and breakfast (attached as Appendix D), that meet the food specifications attached as Appendix E. The FSMC must adhere to the cycle menus for the first 21 days. Changes thereafter may be made only with the approval of the SFA. [7 CFR 210.16(b) (1)].

9. Books, Records, and Reports

- a. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the tenth calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission online of the claim for reimbursement.
- b. The FSMC shall maintain records at the SFA premises to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories. This includes, but is not limited to, invoices, receipts, and timesheets to support all expenses charged to the SFA.
- c. The FSMC shall provide the SFA with a state fiscal year-end statement.
- d. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly, as well as perform random audits on smaller expense categories.

- e. Should the SFA have any concerns as to the FSMC's compliance with regulatory rules as a result of internal audits, monitoring or administrative reviews conducted by the VDOE, the SFA shall have the right to request an audit of the FSMC and the selection of the auditor(s) to perform such audit. The FSMC shall be responsible for bearing the costs of such audit.
- f. The SFA and the FSMC shall provide all documents as necessary for the independent auditor to conduct the SFA's single audit.
- g. Books and records of the FSMC pertaining to the school nutrition program operations shall be maintained on site at the SFA and shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
- h. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Reference 7 CFR § 210.9[b] [17], 7 CFR § 3016.36[i] [10] and 7 CFR § 3019.49[d].)
- i. The FSMC shall not remove federally required records from the SFA premises upon contract termination.
- j. The SFA is responsible for ensuring resolution of program review and audit findings.

10. Employees

- a. The SFA reserves the right to interview and reject candidates for the onsite foodservice manager/director.
- b. The SFA must designate if the current SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC. Employees will be potentially retained by the SFA, however, Floyd County Public Schools is also requesting a proposal to convert all employees to FSMC employees.
- c. If transition of employee status occurs from SFA to FSMC, the FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay cost of transferring SFA employees to FSMC payroll.

- d. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
- e. The FSMC must provide time sheets indicating the pro-ration of shared employees. These time sheets must be submitted monthly with each invoice that is submitted for payment. The time sheets shall clearly indicate all locations that a pro-rated employee works and the percent of time that this employee worked in each location.
- f. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
- g. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.
- h. The FSMC and the SFA shall be mutually agreed upon staffing patterns.
- i. The FSMC shall not hire employees in excess of the number required for efficient operation.
- j. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- k. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the well-being of the students, or who violates the code of conduct.
- l. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the foodservice staff without disruption of service.
- m. All SFA and/or FSMC personnel assigned to the foodservice operation in each school shall be instructed in the use of all emergency valves, switches, fire, and safety devices in the kitchen and cafeteria areas.

- n. The FSMC shall provide certification that each employee and any other person under the FSMC's supervision who will have direct contact with students on school property during regular school hours or during school-sponsored activities has not been convicted of a felony or any offense involving a child.

11. Monitoring

- a. The SFA shall monitor the foodservice operation of the FSMC through periodic onsite visits to ensure that the foodservice is in conformance with USDA program regulations per 7 CFR §210.16 and to ensure the FSMC performs in accordance with the terms, conditions, scope and specifications of the contract. (2 CFR 200.318(b)).
- b. The SFA shall conduct an onsite review of the counting and claiming system for the school breakfast and school lunch programs at each school site no later than February 1 of each year. The SFA shall at all times retain responsibility for the counting and claiming system (7 CFR § 210.8(a) (1) and maintain internal controls as required under 7 CFR 210.8(a).
- c. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract, and must be made available to the auditor general, USDA, VDOE, and the SFA upon request for the purpose of auditing, examination, and review.

12. Use of Facilities, Inventory, Equipment and Storage

- a. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall have full access to the foodservice facilities at all times and for any reason, including inspection and audit.
- b. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the school nutrition programs.
- c. At the commencement, termination or expiration of this contract, the FSMC and the SFA shall take a physical inventory all non-expendable supplies, capital equipment owned by the SFA, including but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's foodservice program. The FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this contract, FSMC shall surrender to SFA all

non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear. The FSMC and SFA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this contract and keep a copy of each on file with this contract.

- d. At the commencement and at the expiration or termination of this contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. USDA foods shall also be inventoried by a separate inventory. Such inventory, when completed, shall become a part of this contract by incorporation. The FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from: (1) normal wear and tear; or (2) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for USDA Food inventories, shall be determined by invoice cost.
- e. During the course of this contract, title to all SFA food and supplies shall remain with the SFA.
- f. The FSMC shall maintain the inventory silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the foodservice operation at the inventory level as specified by the SFA.
- g. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages/losses result from the use of less than reasonable care by the employees of the FSMC.
- h. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with the VDOE and VDACS.
- i. The FSMC shall provide the SFA with one set of keys for all foodservice areas secured with locks.
- j. The SFA shall provide the FSMC with local telephone service.
- k. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss or electrical power not within the control of the FSMC.
- l. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

- m. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- n. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.
- o. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- p. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- q. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- r. The FSMC shall surrender to the SFA upon termination of the contract, all equipment, and furnishings in good repair and condition.
- s. FSMC shall comply with all SFA building rules and regulations.

13. Purchases

- a. If the FSMC is procuring goods or services, which are being charged to the SFA under the cost reimbursable contract, the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate. The FSMC may not serve as a vendor. The FSMC shall bill the SFA for foods when purchased. At the option of the SFA, the FSMC will purchase back unused supplies from the SFA at the termination of the contract in order to prevent overbuying (rather than as used).
- b. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business. Farm to school, local purchasing, and geographic preference ("locally grown," "locally raised," or "locally caught") should be identified as included options for the SFA.
- c. For cost reimbursable contracts:
 - i. The FSMC may only charge the SFA for allowable costs (such as food, supplies, labor, training, travel, etc.). The FSMC's determination of its

allowable costs must be made in compliance with the applicable USDA regulations (2CFR Part 200).

- ii. Allowable costs will be paid from the SFA's nonprofit school foodservice account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the contractor to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
 - iii. The FSMC shall separately: 1) identify for each cost submitted for payment to the SFA the amount of each cost that is allowable (can be paid from the nonprofit food service account) and unallowable (cannot be paid from the nonprofit food service account) or 2) the FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and program regulations [210.21], procurement standards, and cost principles (2 CFR 200.318-326 and 2CFR 200 subpart E). Examples of unallowable cost for the school nutrition programs include but are not limited to bad debt, interest, entertainment, alcoholic beverages, etc.
 - iv. The FSMC must clearly identify on the monthly billing statement to the SFA each rebate, discount and other applicable credits they or any assignee under the contract received for allowable costs. They must individually identify the amount as a rebate, a discount, in the case of other applicable credits, the nature of the credit.
 - v. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, VDOE, USDA or auditors.
 - vi. No expenditure may be made from the nonprofit school foodservice account for any cost resulting from a cost reimbursable contract that fails to include requirements of this section, nor may any expenditure be made from the nonprofit school foodservice account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- d. The payment of late fees or interest with school foodservice account funds is prohibited.

14. Invoices

- a. Invoices must be itemized by category such as foods, (including USDA foods) supplies, labor, rebates, discounts credits, etc. An example of an invoice must be included in the proposal.
- b. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses.

15. Buy American

- a. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the U.S., or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition (7 CFR Part 210.21(d)).
- b. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
- c. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

16. Sanitation

- a. The FSMC shall clean the kitchen and dining room areas as indicated in Appendix C: Cost Responsibility Detail Worksheet.
- b. The FSMC shall operate and care for all equipment and foodservice areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and shall comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- c. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

17. Licenses, Fees, and Taxes

- a. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.

- b. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

18. Non-Discrimination

- a. SFAs are responsible for ensuring that their FSMCs are in compliance with the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act.

19. Emergency Closing

- a. The FSMC shall operate meal programs to the extent possible during inclement weather, consistent with USDA guidance.

20. Term and Termination

- a. This contract shall become effective on July 1, 2025, and terminates on June 30, 2026.
- b. Termination for cause: The SFA or the FSMC may terminate the contract for cause by giving 60 days written notice, when in the sole judgment of the SFA the product furnished, or service rendered, by the FSMC is not satisfactory. Such termination shall not be deemed a waiver of any rights of the SFA to damages for breach of contract.
- c. Termination for convenience: The SFA may terminate the contract for convenience by giving 60 days written notice.
 - i. If, at any time, the SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable the SFA to carry out its financial obligation to the FSMC, then the SFA shall have the option to terminate this contract by giving 10 days written notice to the FSMC.
 - ii. Neither the FSMC nor the SFA shall be responsible for any losses of the other party should the fulfillment of the terms of the contract be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

- iii. Upon termination of this contract, FSMC shall vacate all parts of the SFA's premises occupied by the FSMC in the same condition as made available to the FSMC, reasonable wear and tear, fire and other casualty loss excepted.

21. Nonperformance by the FSMC

- a. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- b. The FSMC shall pay the SFA the full amount of any meal over-claims that are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.

22. Certifications

- a. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- b. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.
- c. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- d. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act;

the FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

- e. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR, Part 210.21 (d).
- f. The FSMC shall sign the Certification of Independent Price Determination, Appendix F, which was attached as an addendum to the FSMC's proposal, and which is incorporated herein by reference and made part of this contract.
- g. The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Appendix G, which was attached as an addendum to the FSMC's proposal, and which is incorporated and made a part of this contract. This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the federal government or any other entity receiving federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities.
- h. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Attachment H, which was attached as an addendum to the FSMC's proposal, and which is incorporated and made a part of this contract.
- i. The FSMC shall sign the Lobbying Certification, Appendix I, which was attached as an addendum to the FSMC's proposal, and which is incorporated and made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Attachment.

23. Miscellaneous

- a. This contract shall be construed under the laws of the Commonwealth of Virginia. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Virginia.
- b. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- c. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

- d. This contract and any riders, addenda or appendices thereto constitute the entire contract between the SFA and the FSMC.
- e. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- f. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- g. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- h. The selected FSMC contract must be reviewed by the VDOE-SCNP prior to execution. It is expected that the FSMC selected by Floyd County Public Schools, be ready to enter into contract upon award. It is also understood that no such agreement is valid until Floyd County School Board approves it by their vote.

24. Insurance

- a. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident, provided by insurance companies authorized to do business in the state of Virginia. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
- b. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.
 - i. General Liability- \$2,000,000
 - ii. Workman's Compensation- Statutory
 - iii. Vehicle Insurance- \$2,000,000
- c. The SFA shall be named as additional insured on the general liability and automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for general liability, automobile, and worker's compensation.

- d. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.
- e. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
- f. Notwithstanding any other provision of this contract, the SFA shall not be liable to FSMC for any indemnity.

25. Renewal Assumptions

- a. Assumptions: Financial terms of the agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, this contract must be terminated at the end of the current term by the SFA. Any change to the scope of services to be provided by the FSMC that is beyond the scope or original intent of this RFP and contract, or that would constitute a material change to the RFP/contract a new solicitation must be conducted.

Renewal of this contract is contingent upon the fulfillment of all contract provisions herein to include all provisions related to USDA donated foods. (7CFR § 250.53 (a) (12)).

- b. Price Escalation/De-Escalation: The general and administrative expense and management fees may be increased on an annual basis not to exceed the yearly percentage change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home for the preceding year, provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract. Price decreases are subject to implementation at any time and shall be immediately conveyed to the SFA.
- c. All contract renewals shall be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the SFA and the FSMC. Renewals are limited to four years.
- d. Renewal year contracts are contingent upon fulfillment of all contract provisions relating to donated foods.

- e. Any software, programs, point of sale systems, computers, or customized material paid for by the SFA shall be the property of the SFA to which the state agency and USDA shall have unrestricted rights.

26. SFSP

- a. The SFA shall offer meals to all eligible children participating in the SFSP. The FSMC will operate the SFSP (including meal preparation, record keeping and delivery of meals); a flat price per meal cost must be submitted as part of the RFP for the SFSP. In accordance with 7 CFR part 225.15, the SFA cannot contract out the management responsibilities of the SFSP. The SFA shall be responsible for ensuring that the foodservice operation conforms to all program requirements outlined in 7 CFR 225. The SFA shall be responsible for determining eligibility for SFSP sites. The SFA, as the SFSP sponsor, is responsible for conducting and documenting the required site visits of all sites including pre-approval visits and required monitoring visits during operation of the program.
- b. The SFSP will operate from June 1, 2025 to June 30, 2025.

27. Contract Requirements for SFAs Operating SFSP/CACFP

- a. The state agency shall ensure that sponsors' FSMC procurements are carried out in accordance with §§225.15(m) and 225.17. Each state agency shall develop a standard form of contract for use by sponsors in contracting with FSMCs. Sponsors that are public entities, sponsors with exclusive year-round contracts with a FSMC, and sponsors that have no FSMC contracts exceeding the simplified acquisition threshold in 2 CFR part 200, as applicable, may use their existing or usual form of contract, provided that such form of contract has been submitted to and approved by the state agency. The standard contract developed by the state agency shall expressly and without exception provide that a FSMC entering into a contract with a sponsor under the program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal (7 CFR § 225.6 (h) (2) (ii) and 7 CFR 226.21 (e)).
- b. Failure by a sponsor to comply with the provisions of this section shall be sufficient grounds for the state agency to terminate that sponsor's participation in accordance with §225.18. Each FSMC which submits a bid for a contract which includes the SFSP, that exceeds the \$250,00 simplified acquisition threshold in 2 CFR part 200 shall obtain a bid bond in an amount of 5% as determined by the sponsor, of the value of the SFSP portion of the contract for which the bid is made.

- c. Each FSMC which enters into a food service contract with a sponsor, and the total SFSP portion of the contract is expected to exceed the small purchase threshold in 2 CFR part 200 [\$250,000], shall obtain a performance bond in an amount or 10% of the value of the contract for which the bid is made, as determined by the state agency. Any FSMC which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds the simplified acquisition threshold in 2 CFR part 200. Sponsors shall require the FSMC to furnish a copy of the performance bond within ten days of the awarding of the contract. FSMCs shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor or state agency shall allow FSMCs to post any “alternative” forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts (7CFR § 225.15 (m) (5-7)).
- d. A FSMC may not subcontract for the total meal, with or without milk, or for the assembly of the meal (7 CFR § 225.6 (h) (2) (ii) and 7 CFR § 226.21 (e)).

28. Geographic Preference

- a. A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products, including the use of “locally grown,” “locally raised,” or “locally caught” as procurement specifications or selection criteria for unprocessed or minimally processed food items. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied, so long as there are an appropriate number of qualified firms able to compete.
- b. For the purpose of applying the optional geographic procurement preference, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables

in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

- i. The SFA seeks to increase its purchase of seasonal, minimally processed fresh fruits and raw vegetables as part of the farm to school program. Reasons for purchasing local products (“locally grown,” “locally raised,” or “locally caught”) include the potential cost savings, nutrition education for students, and quality of product.
- ii. The SFA is interested in the following “locally grown,” “locally raised,” or “locally caught” products: Locally grown vegetables.
 1. The FSMC will make every effort to provide the SFA with locally grown products according to the definitions below. Please see Appendix L.
 2. “Locally grown,” “locally raised,” or “locally caught”: Grown within 50 miles of Floyd County.
 3. Minimally processed: Includes refrigerating, adjusting size (peeling, slicing, dicing, cutting, chopping), washing, packaging and adding ascorbic acid or other preservatives to prevent oxidation of produce (as described in USDA’s Final Rule of Geographic Preference).
- c. All products designated under the geographic preference clause shall be labeled with their designating origin (grower name and address/state or area of production) on each case/invoice delivered.
- d. “Locally grown,” “locally raised,” or “locally caught” products should be generally free from insect damage and decay (flexible on grading for produce only per USDA guidance). Produce items are to be rinsed, cleaned, and packed in appropriate commercial produce packaging such as waxed cardboard boxes or sanitary/reusable bins.

29. Indemnity

- a. Except as otherwise expressly provided in this contract, the FSMC shall defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss

and expenses, including reasonable collection expenses, attorneys' fees and court costs that may arise because of the actions of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees or agents. This clause shall survive termination or expiration of this contract.

Commonwealth of Virginia Required General Terms and Conditions

Goods and Nonprofessional Services

- A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the *Commonwealth of Virginia Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on [eVA website](#) under *Vendors Manual* on the *Vendors* tab.
- B. **APPLICABLE LAWS AND COURTS:** This contract shall be construed under the laws of the Commonwealth of Virginia. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Virginia, as found in the *Code of Virginia*, § 2.2-4366 and Chapter 9 of the *Commonwealth of Virginia Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. **ANTI-DISCRIMINATION:** SFAs are responsible for ensuring that their FSMCs are in compliance with the Federal Civil Rights Act of 1964, as amended; as well as the Virginia Fair Employment Contracting Act of 1975, as amended; and where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*.
- C. In every contract over \$10,000 the provisions in 1. and 2. below apply:
- a. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex (including gender identity and sexual orientation), national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 1. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- iii. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, (respondents/offerors) certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (respondent/offeror), supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract within the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the SFA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the SFA under said contract.

H. CLARIFICATION OF TERMS: If any prospective (respondent/offeror) has questions about the specifications or other solicitation documents, the prospective

(respondent/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. PAYMENT:

a. To Prime Contractor:

- i. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- ii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- iii. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- iv. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the SFA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
- v. **To Subcontractors:**

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the SFA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the SFA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the SFA.
- vi. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- vii. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General

Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- K. **QUALIFICATIONS OF (RESPONDENTS/OFFERORS):** The SFA may make such reasonable investigations as deemed proper and necessary to determine the ability of the (respondent/offeror) to perform the services/furnish the goods and the (respondent/offeror) shall furnish to the SFA all such information and data for this purpose as may be requested. The SFA reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The SFA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the SFA that such (respondent/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. **TESTING AND INSPECTION:** The SFA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the SFA.
- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the SFA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the SFA may have.
- O. **TAXES:** Sales to the SFA are normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of federal excise and transportation taxes.
- P. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the respondent or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The respondent or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer’s Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial general liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit (required only if a motor vehicle not owned by the Commonwealth is to be used in the contract). Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)

Professional Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractor	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner*(to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)	\$2,150,000 per occurrence, \$4,250,000 aggregate

Professional Service	Limits
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

*Limits increase each July 1 through fiscal year 2031 per *Code of Virginia* § 8.01-581.15.

- A. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- B. **NON-DISCRIMINATION OF CONTRACTORS:** A respondent, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex (including gender identity and sexual orientation), national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the respondent or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- C. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS** (*Delete this section if not applicable*): The [eVA Internet electronic procurement solution, web site portal](#) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA vendor registration. All respondents or offerors must register in eVA and pay the vendor transaction fees specified below; failure to register will result in the /proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- i. For orders issued July 1, 2014, and after, the vendor transaction fee is:

1. DSBSD-certified Small Businesses: one percent, capped at \$500 per order.
 2. Businesses that are not DSBSD-certified Small Businesses: one percent, capped at \$1,500 per order.
- ii. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found on the [eVA website](#).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- D. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
- E. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, respondents/offerors shall state proposal offer prices in U.S. dollars.
- F. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**AGREEMENT FOR SCHOOL FOOD PROGRAMS
MANAGEMENT SERVICES**

This FSMC hereby certifies that, if selected, it shall operate in accordance with all applicable Virginia and federal regulations. The FSMC certifies that all terms and conditions within this REQUEST FOR PROPOSALS shall be a part of the contract as if incorporated therein.

This agreement shall be in effect for school year 2025-2026 for a period of one year starting July 1, 2025. This contract is renewable for four years.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative the day and year

Floyd County Public Schools

Signature of Division Authorized
Representative

Printed Name of Division Authorized
Representative

Click to enter title of division authorized
representative

Click to enter date signed by division

Attest

Click to enter name of FSMC

Signature of FSMC Authorized
Representative

Printed Name of FSMC Authorized
Representative

Click to enter title of FSMC authorized
representative

Click to enter date signed by FSMC

Attest

APPENDIX A

Name and Address of the School Sites and Nutrition Programs Provided

Floyd County High School, 731 Baker St, Floyd, VA 24091

Floyd Elementary School, 531 Oak Hill Dr, Floyd, VA 24091

Check Elementary School, 6810 Floyd Highway N, Copper Hill, VA 24079

Willis Elementary School, 5075 Floyd Highway S, Willis, VA 24380

Indian Valley Elementary School, 4130 Indian Valley Road NW, Radford, VA 24141

- **Chart 1:** Projected Enrollment Chart (By Campus)
 - **FCHS - 647**
 - **FES - 412**
 - **CES - 258**
 - **WES - 145**
 - **IVES - 109**
- **Chart 2:** Staffing Chart (Identifying whether each position is SFA or FSMC personnel):
 - A - Cafeteria Staffing (Elementary)
 - FES 5.6 FTE; SFA personnel
 - CES 3.0 FTE; SFA personnel
 - WES 2.8 FTE; SFA personnel
 - IVES 2.8 FTE; SFA personnel
 - B - Cafeteria Staffing (Secondary)
 - FCHS 7.6 FTE; SFA personnel

- **Chart 3:** Participation Data for Free, Reduced-Price and Paid Meals Chart

Virginia Department of Education Office of School Nutrition Programs Meals Served YTD - Summary SNP Breakfast - 7/2024 - 12/2024										
Site	Month/Year	Total	Free	% Free	Reduced	% Red.	Paid	% Paid	% Free/ Reduced	
SFA: 031	Floyd County Public Schools									
0090	CHECK ELEM	8/2024	1,737	1,421	81.81%	0	0.00%	316	18.19%	81.81%
0090	CHECK ELEM	9/2024	2,964	2,425	81.82%	0	0.00%	539	18.18%	81.82%
0090	CHECK ELEM	10/2024	3,382	2,767	81.82%	0	0.00%	615	18.18%	81.82%
0090	CHECK ELEM	11/2024	2,652	2,170	81.83%	0	0.00%	482	18.17%	81.83%
0090	CHECK ELEM	12/2024	2,120	1,734	81.79%	0	0.00%	386	18.21%	81.79%
	Total YTD		12,855	10,517	81.81%	0	0.00%	2,338	18.19%	81.81%
0660	FLOYD COUNTY HIGH	8/2024	3,064	2,507	81.82%	0	0.00%	557	18.18%	81.82%
0660	FLOYD COUNTY HIGH	9/2024	5,321	4,353	81.81%	0	0.00%	968	18.19%	81.81%
0660	FLOYD COUNTY HIGH	10/2024	5,873	4,805	81.82%	0	0.00%	1,068	18.18%	81.82%
0660	FLOYD COUNTY HIGH	11/2024	4,931	4,034	81.81%	0	0.00%	897	18.19%	81.81%
0660	FLOYD COUNTY HIGH	12/2024	3,872	3,168	81.82%	0	0.00%	704	18.18%	81.82%
	Total YTD		23,061	18,867	81.81%	0	0.00%	4,194	18.19%	81.81%
0360	FLOYD ELEM	8/2024	2,762	2,260	81.82%	0	0.00%	502	18.18%	81.82%
0360	FLOYD ELEM	9/2024	4,642	3,798	81.82%	0	0.00%	844	18.18%	81.82%
0360	FLOYD ELEM	10/2024	5,626	4,603	81.82%	0	0.00%	1,023	18.18%	81.82%
0360	FLOYD ELEM	11/2024	4,315	3,530	81.81%	0	0.00%	785	18.19%	81.81%
0360	FLOYD ELEM	12/2024	3,307	2,705	81.80%	0	0.00%	602	18.20%	81.80%
	Total YTD		20,652	16,896	81.81%	0	0.00%	3,756	18.19%	81.81%
0650	INDIAN VALLEY ELEM	8/2024	1,131	925	81.79%	0	0.00%	206	18.21%	81.79%
0650	INDIAN VALLEY ELEM	9/2024	1,672	1,368	81.82%	0	0.00%	304	18.18%	81.82%

Virginia Department of Education
Office of School Nutrition Programs
Meals Served YTD - Summary
SNP Breakfast - 7/2024 - 12/2024

Site	Month/Year	Total	Free	% Free	Reduced	% Red.	Paid	% Paid	% Free/ Reduced	
SFA: 031	Floyd County Public Schools									
0650	INDIAN VALLEY ELEM	10/2024	1,867	1,527	81.79%	0	0.00%	340	18.21%	81.79%
0650	INDIAN VALLEY ELEM	11/2024	1,386	1,134	81.82%	0	0.00%	252	18.18%	81.82%
0650	INDIAN VALLEY ELEM	12/2024	1,125	920	81.78%	0	0.00%	205	18.22%	81.78%
	Total YTD		7,181	5,874	81.80%	0	0.00%	1,307	18.20%	81.80%
0500	WILLIS ELEM	8/2024	1,265	1,035	81.82%	0	0.00%	230	18.18%	81.82%
0500	WILLIS ELEM	9/2024	1,934	1,582	81.80%	0	0.00%	352	18.20%	81.80%
0500	WILLIS ELEM	10/2024	2,058	1,684	81.83%	0	0.00%	374	18.17%	81.83%
0500	WILLIS ELEM	11/2024	1,645	1,346	81.82%	0	0.00%	299	18.18%	81.82%
0500	WILLIS ELEM	12/2024	1,378	1,127	81.79%	0	0.00%	251	18.21%	81.79%
	Total YTD		8,260	6,774	81.81%	0	0.00%	1,506	18.19%	81.81%
	SFA Total		72,029	58,928	81.81%	0	0.00%	13,101	18.19%	81.81%
	State Total		72,029	58,928	81.81%	0	0.00%	13,101	18.19%	81.81%

Virginia Department of Education
Office of School Nutrition Programs
Meals Served YTD - Summary
SNP Lunch - 7/2024 - 12/2024

Site	Month/Year	Total	Free	% Free	Reduced	% Red.	Paid	% Paid	% Free/ Reduced	
SFA: 031	Floyd County Public Schools									
0090	CHECK ELEM	8/2024	2,587	2,116	81.79%	0	0.00%	471	18.21%	81.79%
0090	CHECK ELEM	9/2024	4,073	3,332	81.81%	0	0.00%	741	18.19%	81.81%
0090	CHECK ELEM	10/2024	5,015	4,103	81.81%	0	0.00%	912	18.19%	81.81%
0090	CHECK ELEM	11/2024	3,864	3,161	81.81%	0	0.00%	703	18.19%	81.81%
0090	CHECK ELEM	12/2024	3,453	2,825	81.81%	0	0.00%	628	18.19%	81.81%
	Total YTD		18,992	15,537	81.81%	0	0.00%	3,455	18.19%	81.81%
0660	FLOYD COUNTY HIGH	8/2024	5,075	4,152	81.81%	0	0.00%	923	18.19%	81.81%
0660	FLOYD COUNTY HIGH	9/2024	7,459	6,102	81.81%	0	0.00%	1,357	18.19%	81.81%
0660	FLOYD COUNTY HIGH	10/2024	8,285	6,778	81.81%	0	0.00%	1,507	18.19%	81.81%
0660	FLOYD COUNTY HIGH	11/2024	6,467	5,291	81.82%	0	0.00%	1,176	18.18%	81.82%
0660	FLOYD COUNTY HIGH	12/2024	5,555	4,545	81.82%	0	0.00%	1,010	18.18%	81.82%
	Total YTD		32,841	26,868	81.81%	0	0.00%	5,973	18.19%	81.81%
0360	FLOYD ELEM	8/2024	4,441	3,633	81.81%	0	0.00%	808	18.19%	81.81%
0360	FLOYD ELEM	9/2024	6,578	5,381	81.80%	0	0.00%	1,197	18.20%	81.80%
0360	FLOYD ELEM	10/2024	7,819	6,397	81.81%	0	0.00%	1,422	18.19%	81.81%
0360	FLOYD ELEM	11/2024	5,991	4,901	81.81%	0	0.00%	1,090	18.19%	81.81%
0360	FLOYD ELEM	12/2024	5,079	4,155	81.81%	0	0.00%	924	18.19%	81.81%
	Total YTD		29,908	24,467	81.81%	0	0.00%	5,441	18.19%	81.81%
0650	INDIAN VALLEY ELEM	8/2024	1,140	933	81.84%	0	0.00%	207	18.16%	81.84%
0650	INDIAN VALLEY ELEM	9/2024	1,738	1,422	81.82%	0	0.00%	316	18.18%	81.82%

Virginia Department of Education
Office of School Nutrition Programs
Meals Served YTD - Summary
SNP Lunch - 7/2024 - 12/2024

Site	Month/Year	Total	Free	% Free	Reduced	% Red.	Paid	% Paid	% Free/ Reduced	
SFA: 031	Floyd County Public Schools									
0650	INDIAN VALLEY ELEM	10/2024	1,993	1,830	81.79%	0	0.00%	363	18.21%	81.79%
0650	INDIAN VALLEY ELEM	11/2024	1,530	1,252	81.83%	0	0.00%	278	18.17%	81.83%
0650	INDIAN VALLEY ELEM	12/2024	1,343	1,099	81.83%	0	0.00%	244	18.17%	81.83%
	Total YTD		7,744	6,336	81.82%	0	0.00%	1,408	18.18%	81.82%
0500	WILLIS ELEM	8/2024	1,873	1,369	81.83%	0	0.00%	304	18.17%	81.83%
0500	WILLIS ELEM	9/2024	2,548	2,083	81.81%	0	0.00%	463	18.19%	81.81%
0500	WILLIS ELEM	10/2024	2,964	2,425	81.82%	0	0.00%	539	18.18%	81.82%
0500	WILLIS ELEM	11/2024	2,232	1,826	81.81%	0	0.00%	406	18.19%	81.81%
0500	WILLIS ELEM	12/2024	2,045	1,673	81.81%	0	0.00%	372	18.19%	81.81%
	Total YTD		11,460	9,376	81.82%	0	0.00%	2,084	18.18%	81.82%
	SFA Total		100,945	82,584	81.81%	0	0.00%	18,361	18.19%	81.81%
	State Total		100,945	82,584	81.81%	0	0.00%	18,361	18.19%	81.81%

- **Chart 4:** Chart stating Campus Serving Times
 - A - (Elementary)
 - FES
 - Breakfast 7:55am-8:30am
 - Lunch 10:40am-12:55pm
 - CES
 - Breakfast 7:30am-8:15am
 - Lunch 10:15am-12:20pm

- WES
 - Breakfast 7:30am-8:am
 - Lunch 10:50am-1:10pm
- IVES
 - Breakfast 7:30am-8:05am
 - Lunch 11am-1:05pm
- B - (Secondary)
 - FCHS
 - Breakfast 7:50am-8:10am
 - Lunch 11:34am-1:37pm
- **Chart 5:** Chart stating Meal Prices and Costs per Meal
 - **Breakfast;** Adult \$3.00; Student Free (CEP)
 - **Lunch;** Adult \$4.75; Student Free (CEP)

• **Chart 6:** Chart/copies of Reimbursement Claims for Current and Prior School Years

Virginia Department of Education
Office of School Nutrition Programs
Claim History Report
State Fiscal Year: 2023-2024 - Both Federal and State Funds

SFA Name: Floyd County Public Schools
SFA ID: 031
FEIN: 546001281

		Jul		Aug		Sep		Oct		Nov		Dec		Jan	
		Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount
National School Lunch Program	Free	0	\$0.00	16,738	\$72,810.30	18,195	\$79,148.25	20,835	\$90,632.25	17,682	\$76,916.70	13,325	\$57,963.75	12,460	\$54,201.00
	Redc	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Paid	0	\$0.00	3,722	\$1,861.00	4,045	\$2,022.50	4,634	\$2,317.00	3,932	\$1,966.00	2,963	\$1,481.50	2,770	\$1,385.00
	Total	0	\$0.00	20,460	\$74,671.30	22,240	\$81,170.75	25,469	\$92,949.25	21,614	\$78,882.70	16,288	\$59,445.25	15,230	\$55,586.00
School Breakfast Program Severe Need	Free	0	\$0.00	12,606	\$34,414.38	13,893	\$37,927.89	15,939	\$43,513.47	13,508	\$36,876.84	9,757	\$26,636.61	8,239	\$22,492.47
	Redc	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Paid	0	\$0.00	2,804	\$1,065.52	3,088	\$1,173.44	3,543	\$1,346.34	3,003	\$1,141.14	2,170	\$824.60	1,832	\$696.16
	Total	0	\$0.00	15,410	\$35,479.90	16,981	\$39,101.33	19,482	\$44,859.81	16,511	\$38,017.98	11,927	\$27,461.21	10,071	\$23,188.63

Virginia Department of Education
Office of School Nutrition Programs
Claim History Report
State Fiscal Year: 2023-2024 - Both Federal and State Funds

		Feb		Mar		Apr		May		Jun		Total	
		Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount
National School Lunch Program	Free	19,271	\$83,828.85	18,235	\$79,322.25	20,315	\$88,370.25	15,906	\$68,756.10	0	\$0.00	172,862	\$751,949.70
	Redc	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Paid	4,286	\$2,143.00	4,055	\$2,027.50	4,518	\$2,259.00	3,514	\$1,757.00	0	\$0.00	38,439	\$19,219.50
	Total	23,557	\$85,971.85	22,290	\$81,349.75	24,833	\$90,629.25	19,320	\$70,513.10	0	\$0.00	211,301	\$771,169.20
School Breakfast Program Severe Need	Free	14,328	\$39,115.44	13,745	\$37,523.85	15,142	\$41,337.66	11,482	\$31,345.86	0	\$0.00	128,639	\$351,184.47
	Redc	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Paid	3,186	\$1,210.68	3,057	\$1,161.66	3,367	\$1,279.46	2,553	\$970.14	0	\$0.00	28,603	\$10,869.14
	Total	17,514	\$40,326.12	16,802	\$38,685.51	18,509	\$42,617.12	14,035	\$32,316.00	0	\$0.00	157,242	\$362,053.61

Virginia Department of Education
Office of School Nutrition Programs
Claim History Report
State Fiscal Year: 2024-2025 - Both Federal and State Funds

SFA Name: Floyd County Public Schools
SFA ID: 031
FEIN: 546001281

		Jul		Aug		Sep		Oct		Nov		Dec		Jan	
		Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount
National School Lunch Program	Free	0	\$0.00	12,203	\$55,401.62	18,320	\$83,172.80	21,333	\$96,851.82	16,431	\$74,596.74	14,297	\$64,908.38	0	\$0.00
	Redc	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Paid	0	\$0.00	2,713	\$1,437.89	4,074	\$2,159.22	4,743	\$2,513.79	3,653	\$1,936.09	3,178	\$1,684.34	0	\$0.00
	Total	0	\$0.00	14,916	\$56,839.51	22,394	\$85,332.02	26,076	\$99,365.61	20,084	\$76,532.83	17,475	\$66,592.72	0	\$0.00
School Breakfast Program	Free	0	\$0.00	8,148	\$23,140.32	13,526	\$38,413.84	15,386	\$43,696.24	12,214	\$34,687.76	9,654	\$27,417.36	0	\$0.00
	Redc	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Severe Need	Paid	0	\$0.00	1,811	\$706.29	3,007	\$1,172.73	3,420	\$1,333.80	2,715	\$1,058.85	2,148	\$837.72	0	\$0.00
	Total	0	\$0.00	9,959	\$23,846.61	16,533	\$39,586.57	18,806	\$45,030.04	14,929	\$35,746.61	11,802	\$28,255.08	0	\$0.00

Virginia Department of Education
Office of School Nutrition Programs
Claim History Report
State Fiscal Year: 2024-2025 - Both Federal and State Funds

		Feb		Mar		Apr		May		Jun		Total	
		Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount	Meal Count	Reimbursement Amount
National School Lunch Program	Free	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	82,584	\$374,931.36
	Redc	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Paid	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	18,361	\$9,731.33
	Total	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	100,945	\$384,662.69
School Breakfast Program	Free	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	58,928	\$167,355.52
	Redc	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Severe Need	Paid	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	13,101	\$5,109.39
	Total	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	72,029	\$172,464.91

- **Chart 7:** Chart identifying: (1) each FSMC position that will be shared with other SFAs; (2) the SFAs with whom FSMC employee will be shared; and (3) the percentage of time FSMC employee will work at each SFA
 - n/a

Chart 8: School Calendar for 2025-2026.



2025-2026

School Calendar - DRAFT

- Teacher Workday
- No School
- Mid-Terms
- Early Release
- End of Quarter
- Report Cards

July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1*	2
6	7	8	9	10	11	12	3	4*	5*	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
							31						

September							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			1	2	3	4	
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

January							February							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	
25	26	27	28	29	30	31								

March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2	1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23*	21	22	23	24	25	26	27
24*	25*	26*	27*	28*	29	30	28	29	30				
31													

<p>July 4 August 1-5 August 6-12 August 11 August 13 September 1 September 12 September 19 October 16 October 17 October 20 October 24 November 4 November 7 November 26-28 December 19 December 22-31</p>	<p>Holiday - Independence Day Flex Workdays for Teachers* Teacher Workdays/PD Open House (<i>Backup Date August 12</i>) Elementary 3-6; High School 4-7 First Day of School Holiday - Labor Day Mid-Term Reports Early Release End of First Quarter, Early Release Teacher Workday Fall Break Report Cards Election Day - Teacher Workday/PD Mid-Term Reports Thanksgiving Break End of Second Quarter, Early Release Winter Break</p>
--	--

<p>January 1-2 January 5,6 January 7 January 9 January 19 February 6 February 9 March 12 March 13 March 20 April 2 April 3-6 April 10 May 21 May 22 May 23-28 May 25 June 19</p>	<p>Winter Break Teacher Workdays Students Return Report Cards Holiday - MLK, Jr. Day Mid-Term Reports Teacher Workday/PD End of Third Quarter, Early Release Teacher Workday Report Cards Early Release Spring Break Mid-Term Reports End of Fourth Quarter, Early Release Teacher Workday Flex Workdays for Teachers* Holiday - Memorial Day Holiday - Juneteenth</p>
--	--

Approved by the Floyd County School Board on _____
 *Teachers work a total of three Flex Days during the year.

APPENDIX B

Projected Operating Costs

Floyd County Public Schools Foodservice Operation School Year 2025-2026

The undersigned respondent agrees to operate Floyd County Public Schools school nutrition programs according to the terms of this RFP for the 2025-2026 school year.

This proposal is subject to all terms, conditions and specifications to be agreed upon in the SCHOOL FOOD PROGRAM MANAGEMENT SERVICES CONTRACT (hereinafter “contract”) negotiated subsequent to the RFP.

Item	Cost
Management Fee	\$
General Administrative Charge	\$
Projected Annual Rebate Credit	\$
Projected Program Profit/(Loss)	\$

Projected total number of meals served in first year:

In consideration for the award of the contract, we, the undersigned respondent, guarantee that Floyd County Public Schools, School Division’s Foodservice Program revenue will exceed its expenses including, but not limited to, the payment of all direct costs, general administrative changes and management fees by not less than the following amount: \$_____. The SFA will also be entitled to any revenue in excess of the guaranteed amount.

This guarantee includes the contingency that up to enter a number of days of the required minimum 180 school days may be cancelled as a result of severe weather or for other reasons beyond the control of the local school board.

It is understood and agreed that if the guaranteed revenue is not achieved, respondent agrees to reduce its Management Fee and Administrative Charges, if necessary, to produce the revenue guaranteed to the local school board.

COMPANY NAME:

COMPANY ADDRESS:

NAME OF COMPANY REPRESENTATIVE:

SIGNATURE:

DATE:

TELEPHONE:

FAX #:

EXPENSES THAT SFA IS CONTRACTING FOR AND CHARGING TO THE
FOODSERVICE ACCOUNT

To be completed by respondent FSMC

EXPENSES	TOTAL COST	COST PER MEAL
Food Cost – Including Commodities	\$	\$
Commodity Delivery Charge	\$	\$
Labor Cost	\$	\$
Fringe Benefits	\$	\$
On-Site Manager Salary and Benefits	\$	\$
Garbage (only if the FSMC is responsible for trash removal), Repairs, etc.	\$	\$
Non-Food (Paper Products, Supplies, etc.)	\$	\$
Special Functions:	-	-

EXPENSES	TOTAL COST	COST PER MEAL
Special Functions: Food, Labor and Supplies	\$	\$
Special Functions: FSMC Administrative Cost	\$	\$
Breakdown of FSMC Administrative Cost:	-	-
FSMC administrative cost item	\$	\$
FSMC administrative cost item	\$	\$
FSMC administrative cost item	\$	\$
Total FSMC Administrative Costs	\$	\$
FSMC Management Fee	\$	\$
Other Direct Costs:	-	-
other direct cost item	\$	\$
other direct cost item	\$	\$
other direct cost item	\$	\$
Subtotal Expenses	\$	\$
Less Commodity Usage at \$0.30 Per Reimbursable Lunch (will change annually)	\$	\$
TOTAL EXPENSES	\$	\$

EXPENSES	TOTAL COST	COST PER MEAL
SUMMARY	\$	\$
Total Revenue	\$	\$
Total Expenses	\$	\$
PROFIT OR (LOSS)	\$	\$

Cafeteria Sales	Amount	School	Cash Rate	Anticipated Cash
Full Priced Lunch	\$	Primary School	\$=	\$
Full Priced Lunch	\$	Elementary School	\$=	\$
Full Priced Lunch	\$	Middle School	\$=	\$
Full Priced Lunch	\$	High School	\$=	\$
Reduced-Price Lunch	\$	Divisionwide	=\$0.40	\$
Student a la Carte	\$	Divisionwide	\$	\$
Adult Lunches	\$	Divisionwide	\$	\$
Subtotal:	\$	-	-	\$
Catering	\$	-	\$	\$
Vending Rebates	\$	-	\$	\$
Other Revenue	\$	-	\$	\$
Full Priced Breakfast	\$	Primary School	\$=	\$
Full Priced Breakfast	\$	Elementary School	\$=	\$
Full Priced Breakfast	\$	Middle School	\$=	\$
Full Priced Breakfast	\$	High School	\$=	\$
Adult Breakfast	\$	Divisionwide	-	Reduced Other

Priced Breakfast	\$	Divisionwide	-	\$
Subtotal Cash Sales:	-	-	-	\$

Anticipated Federal Reimbursement	Amount	School	Reimbursement Rate	Anticipated Reimbursement
Full Priced Lunches	\$	Divisionwide	\$=	\$
Reduced-Price Lunches	\$	Divisionwide	\$=	\$
Free Lunch	\$	Divisionwide	\$=	\$
Full Priced Breakfasts	\$	Divisionwide	\$=	\$
Reduced-Price Breakfasts	\$	Divisionwide	\$=.30	\$
Free Breakfast	\$	Divisionwide	\$=	\$
Anticipated Federal Reimbursement (Afterschool Snack)	-	-	-	\$
Anticipated State Reimbursement	-	-	-	\$
Subtotal Reimbursement	-	-	-	\$
Total Revenue	-	-	-	\$

Projected Expenses	Amount	Meals@	Amount	Cost
Student Lunches	=	Meals@	=	\$
Adult Lunches	=	Meals@	=	\$
Employee Lunches	=	Meals@	=	\$
Student Breakfasts	=	Meals@	=	\$
Adult Breakfasts	=	Meals@	=	\$
Employee Breakfasts	=	Meals@	=	\$
Divisionwide a la Carte	=	-	=	\$
Other Revenue	=	-	=	\$
USDA Processing Charges	=	-	=	\$
USDA Food Value per Reimbursement Lunch	=	@subtract	=	\$
TOTAL FOOD COST:	-	-	-	=
Labor	-	-	-	=
FSMC Hourly Wages	-	-	-	=
General Foodservice Worker	-	-	-	=
Supervisors	-	-	-	=

Projected Expenses	Amount	Meals@	Amount	Cost
TOTAL FSMC's Hourly Wages:	-	-	-	=

APPENDIX C

Cost Responsibility Detail Sheet

The SFA has deemed the following cost responsibility schedule to be a necessary part of this proposal specification. Costs that are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the foodservice program and are directly incurred for the SFA's operation must be assigned by the SFA prior to the proposal opening and designated below.

The items listed below with an asterisk (*) are direct cost items that may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as not applicable (N/A).

Description	FSMC	SFA	N/A
FOOD:			
Food Purchases	x		
Commodity Processing Charges	x		
Processing and Payment of Invoices	x		
LABOR:			
FSMC EMPLOYEES:			
Salaries/Wages			x
Fringe Benefits and Insurance			x
Retirement			x

Description	FSMC	SFA	N/A
Payroll Taxes			x
Workers Compensation			x
Unemployment Compensation			x
Preparation and Processing of Payroll			x
SFA EMPLOYEES:			
Salaries/Wages		x	
Fringe Benefits and Insurance		x	
Retirement		x	
Payroll Taxes		x	
Workers Compensation		x	
Unemployment Compensation		x	
Preparation and Processing of Payroll		x	
Food Preparation Areas (include equipment)		x	
Serving Areas		x	

Description	FSMC	SFA	N/A
Kitchen Floors	x		
Dining Room Floors	x		
Periodic Waxing and Buffing of Dining Room Floors	x		
Restrooms for Foodservice Employees		x	
Grease Traps	x		
Daily Routine Cleaning of Dining Room Tables and Chairs	x		
Thorough Cleaning of Dining Room Tables and Chairs	x		
Cafeteria Walls	x		
Kitchen Walls	x		
Light Fixtures	x		
Windows	x		
Window Coverings	x		
Grease Filters	x		
Duct Work	x		
Exhaust Fans	x		

Description	FSMC	SFA	N/A
OTHER (List Below):			
OTHER EXPENSES:			
*Paper/Disposable Supplies	x		
Cleaning/Janitorial Supplies	x		
*Tickets/Tokens	x		
China/Silverware/Glassware:	x		
Initial Inventory	x		
Replacement During Operation	x		
Telephone:			
Local		x	
Long Distance		x	
Uniforms	x		
*Linens	x		
Laundry	x		
Trash Removal:	x		
From Kitchen	x		

Description	FSMC	SFA	N/A
From Dining Area	x		
From Premises	x		
Pest Control		x	
Equipment Replacement:			
Non-expendable	x		
Expendable	x		
Equipment Repair	x		
*Car/Truck Rental (include explanation in RFP)	x		
*Vehicle Maintenance	x		
*Courier Services (i.e., bank deposits, school deliveries)	x		
*Storage Costs:			
Food	x		
Supplies	x		
*Office Supplies	x		
*Printing	x		
*Promotional Materials	x		

Description	FSMC	SFA	N/A
*Employee Recruitment:			
Initial		x	
Replacement		x	
*Taxes		x	
Sales			
OTHER: (Add other expenses charged to foodservice. Overhead expenses incurred by the FSMC cannot be included.)			
Other item			
Other item			
Other item			

APPENDIX D

Program Menu Cycles

MENU CYCLE FOR NATIONAL SCHOOL LUNCH PROGRAM

2025-2026 School Year

Campus Level: Secondary

January 2025

Floyd County High School
Lunch

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
30	31	1	2	3
<ul style="list-style-type: none"> • Chicken & Broccoli Alfredo w/Fresh Bread • Sausage Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Crispy Chicken & Cheese Wrap • Ham & Cheese Bistro Box • Popcorn Chicken Salad w/ Fresh Bread • Seasoned Steamed Green Beans • Fresh Cucumber Slices • Fresh Baby Carrots • Citrusy Mandarin Oranges • Diced Pears • Golden Delicious Apple 	<ul style="list-style-type: none"> • Turkey Taco Nachos w/ Cheese Sauce and Chips • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Ham & Cheese Hoagie • Hummus Bistro Box • Caesar Salad w/ Breaded Chicken & Fresh Bread • Seasoned Steamed Golden Corn • Roasted Chickpeas • Fresh Celery Sticks • Diced Peaches • Applesauce • Fresh Petite Banana 	<ul style="list-style-type: none"> • Salisbury Steak & Gravy w/ Buttered Noodles • Buffalo Chicken Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Grilled Chicken Ranch Wrap • Italian Bistro Box • Chef Salad with Sliced Ham & Fresh Bread • Oven Roasted Carrots • Fresh Broccoli Florets • Pickled Cucumbers and Carrots • Refreshing Mixed Fruit • Diced Peaches • Golden Delicious Apple 	<ul style="list-style-type: none"> • Popcorn Chicken Bowl w/ Fresh Bread • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Wrap • Apple & Peanut Butter Bistro Box • Crispy Buffalo Chicken Salad w/ Fresh Bread • Seasoned Steamed Broccoli • Fresh Red and Green Peppers • Fresh Cucumber Slices • Diced Pears • Cinnamon Apple Slices • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Pork BBQ Sandwich • Tangy BBQ Chicken Dunkers • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Ciabatta Sandwich • Cheddar Cheese & Grapes Bistro Box • Chef Salad w/ Turkey, Ham & Fresh Bread • Baked French Fries • Fresh Baby Carrots • Mexican Corn Salad • Citrusy Mandarin Oranges • Tropical Pineapple Tidbits • Golden Delicious Apple
6	7	8	9	10
<ul style="list-style-type: none"> • Beef and Broccoli Bowl • Sausage Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Crispy Chicken & Cheese Wrap • Ham & Cheese Bistro Box • Popcorn Chicken Salad w/ Fresh Bread • Oven Roasted Carrots • Fresh Broccoli Florets • Roasted Chickpeas • Citrusy Mandarin Oranges • Tropical Pineapple Tidbits • Golden Delicious Apple 	<ul style="list-style-type: none"> • French Toast Sticks w/ 2 Sausage Patties • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Ham & Cheese Hoagie • Hummus Bistro Box • Caesar Salad w/ Breaded Chicken & Fresh Bread • Crispy Tater Tots • Fresh Celery Sticks • Fresh Baby Carrots • Citrusy Mandarin Oranges • Diced Pears • Fresh Petite Banana 	<ul style="list-style-type: none"> • Chicken & Cheese Soft Tacos • Buffalo Chicken Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Grilled Chicken Ranch Wrap • Italian Bistro Box • Chef Salad with Sliced Ham & Fresh Bread • Seasoned Steamed Golden Corn • Fresh Cucumber Slices • Fresh Red and Green Peppers • Diced Peaches • Applesauce • Golden Delicious Apple 	<ul style="list-style-type: none"> • Corn Dog Nuggets • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Wrap • Apple & Peanut Butter Bistro Box • Crispy Buffalo Chicken Salad w/ Fresh Bread • Seasoned Steamed Broccoli • Pickled Cucumbers and Carrots • Fresh Celery Sticks • Refreshing Mixed Fruit • Diced Peaches • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Potato Puff Bake w/Fresh Bread • Tangy BBQ Chicken Dunkers • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Ciabatta Sandwich • Cheddar Cheese & Grapes Bistro Box • Chef Salad w/ Turkey, Ham & Fresh Bread • Seasoned Steamed Green Beans • Fresh Baby Carrots • Creamy Cole Slaw • Diced Pears • Cinnamon Apple Slices • Golden Delicious Apple

<p>13</p> <ul style="list-style-type: none"> • Roasted 8 Piece Chicken • Sausage Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Crispy Chicken & Cheese Wrap • Ham & Cheese Bistro Box • Popcorn Chicken Salad w/ Fresh Bread • Seasoned Steamed Broccoli • Fresh Cucumber Slices • Fresh Baby Carrots • Diced Pears • Cinnamon Apple Slices • Golden Delicious Apple 	<p>14</p> <ul style="list-style-type: none"> • Chicken Meatballs & Penne Pasta w/Fresh Bread • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Ham & Cheese Hoagie • Hummus Bistro Box • Caesar Salad w/ Breaded Chicken & Fresh Bread • Oven Roasted Carrots • Roasted Chickpeas • Fresh Celery Sticks • Citrusy Mandarin Oranges • Tropical Pineapple Tidbits • Fresh Petite Banana 	<p>15</p> <ul style="list-style-type: none"> • Chicken Pot Pie w/Fresh Bread • Buffalo Chicken Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Grilled Chicken Ranch Wrap • Italian Bistro Box • Chef Salad with Sliced Ham & Fresh Bread • Seasoned Steamed Golden Corn • Fresh Broccoli Florets • Pickled Cucumbers and Carrots • Citrusy Mandarin Oranges • Diced Pears • Golden Delicious Apple 	<p>16</p> <ul style="list-style-type: none"> • Ranchero Burrito • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Wrap • Apple & Peanut Butter Bistro Box • Crispy Buffalo Chicken Salad w/ Fresh Bread • Seasoned Refried Beans • Fresh Red and Green Peppers • Fresh Cucumber Slices • Diced Peaches • Applesauce • Fresh Citrus Orange 	<p>17</p> <ul style="list-style-type: none"> • Chicken Tenders • Tangy BBQ Chicken Dunkers • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Ciabatta Sandwich • Cheddar Cheese & Grapes Bistro Box • Chef Salad w/ Turkey, Ham & Fresh Bread • Seasoned Steamed Oriental Vegetables • Tomato Cucumber Salad • Fresh Baby Carrots • Refreshing Mixed Fruit • Diced Peaches • Golden Delicious Apple
<p>20</p> <ul style="list-style-type: none"> • Taco Potato Bowl w/ Garlic Toast • Sausage Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Crispy Chicken & Cheese Wrap • Ham & Cheese Bistro Box • Popcorn Chicken Salad w/ Fresh Bread • Seasoned Steamed Golden Corn • Fresh Broccoli Florets • Roasted Chickpeas • Refreshing Mixed Fruit • Diced Peaches • Golden Delicious Apple 	<p>21</p> <ul style="list-style-type: none"> • Human Orange Dumplings with Fried Rice • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Ham & Cheese Hoagie • Hummus Bistro Box • Caesar Salad w/ Breaded Chicken & Fresh Bread • Seasoned Steamed Broccoli • Fresh Celery Sticks • Fresh Baby Carrots • Diced Pears • Cinnamon Apple Slices • Fresh Petite Banana 	<p>22</p> <ul style="list-style-type: none"> • Buffalo Chicken Dipper w/Toast • Buffalo Chicken Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Grilled Chicken Ranch Wrap • Italian Bistro Box • Chef Salad with Sliced Ham & Fresh Bread • Oven Roasted Carrots • Fresh Cucumber Slices • Fresh Red and Green Peppers • Citrusy Mandarin Oranges • Tropical Pineapple Tidbits • Golden Delicious Apple 	<p>23</p> <ul style="list-style-type: none"> • BBQ Rib Sandwich • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Wrap • Apple & Peanut Butter Bistro Box • Crispy Buffalo Chicken Salad w/ Fresh Bread • Seasoned Steamed Green Beans • Pickled Cucumbers and Carrots • Fresh Celery Sticks • Citrusy Mandarin Oranges • Diced Pears • Fresh Citrus Orange 	<p>24</p> <ul style="list-style-type: none"> • Baked Penne w/Garlic Toast • Tangy BBQ Chicken Dunkers • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Ciabatta Sandwich • Cheddar Cheese & Grapes Bistro Box • Chef Salad w/ Turkey, Ham & Fresh Bread • Creamy Mashed Potatoes • Fresh Baby Carrots • Creamy Cole Slaw • Diced Peaches • Applesauce • Golden Delicious Apple
<p>27</p> <ul style="list-style-type: none"> • Pasta w/Homemade Meatsauce and Fresh Bread • Sausage Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Crispy Chicken & Cheese Wrap • Ham & Cheese Bistro Box • Popcorn Chicken Salad w/ Fresh Bread • Seasoned Steamed Broccoli • Fresh Cucumber Slices • Fresh Baby Carrots • Diced Peaches • Applesauce • Golden Delicious Apple 	<p>28</p> <ul style="list-style-type: none"> • Chicken Stir Fry w/Vegetables & Seasoned Rice • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Ham & Cheese Hoagie • Hummus Bistro Box • Caesar Salad w/ Breaded Chicken & Fresh Bread • Oven Roasted Carrots • Roasted Chickpeas • Fresh Celery Sticks • Refreshing Mixed Fruit • Diced Peaches • Fresh Petite Banana 	<p>29</p> <ul style="list-style-type: none"> • Meatball Hoagie • Buffalo Chicken Pizza • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Grilled Chicken Ranch Wrap • Italian Bistro Box • Chef Salad with Sliced Ham & Fresh Bread • Vegetarian Beans • Fresh Broccoli Florets • Pickled Cucumbers and Carrots • Diced Pears • Cinnamon Apple Slices • Golden Delicious Apple 	<p>30</p> <ul style="list-style-type: none"> • Buffalo Chicken Mac & Cheese w/Fresh Bread • Buffalo Chicken Pizza • Pepperoni Pizza • Cheese Pizza • Hot & Spicy Crispy Chicken Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Wrap • Apple & Peanut Butter Bistro Box • Crispy Buffalo Chicken Salad w/ Fresh Bread • Seasoned Steamed Green Beans • Fresh Red and Green Peppers • Fresh Cucumber Slices • Citrusy Mandarin Oranges • Tropical Pineapple Tidbits • Fresh Citrus Orange 	<p>31</p> <ul style="list-style-type: none"> • Beef & Cheese Nachos • Tangy BBQ Chicken Dunkers • Cheese Pizza • Crispy Chicken Patty Sandwich • Juicy Cheeseburger on a Bun • Fruit & Yogurt Parfait with Granola and Belly Bears • Italian Ciabatta Sandwich • Cheddar Cheese & Grapes Bistro Box • Chef Salad w/ Turkey, Ham & Fresh Bread • Seasoned Steamed Golden Corn • Tomato Cucumber Salad • Fresh Baby Carrots • Citrusy Mandarin Oranges • Diced Pears • Golden Delicious Apple

January 2025

Floyd County Elementary
Lunch

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
30	31	1	2	3
<ul style="list-style-type: none"> • BBQ Pork Sandwich • Chicken Nuggets w/ WG Bread • Italian Hoagie • Peanut Butter & Jelly Sandwich • Salad w/ Turkey & Fresh Bread • Baked French Fries • Fresh Cucumber Slices • Applesauce • Tropical Pineapple Tidbits • Golden Delicious Apple 	<ul style="list-style-type: none"> • Beef & Cheese Nachos with Fresh Bread • Grilled Hot Dog • Crispy Chicken & Cheese Wrap • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola and Belly Bears • Seasoned Refried Beans • Fresh Baby Carrots • Diced Peaches • Cinnamon Apple Slices • Fresh Petite Banana 	<ul style="list-style-type: none"> • Creamy Macaroni and Cheese w/ Fresh Bread • Corn Dog Nuggets • Turkey & Cheese Wrap • Peanut Butter & Jelly Sandwich • Garden Salad w/ Popcorn Chicken & Fresh Bread • Stewed Tomatoes • Fresh Broccoli Florets • Citrusy Mandarin Oranges • Diced Pears • Golden Delicious Apple 	<ul style="list-style-type: none"> • Orange Kissed Chicken Bowl • Juicy Cheeseburger on a Bun • Ham & Cheese Sandwich • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola and Belly Bears • Seasoned Steamed Broccoli • Fresh Red and Green Peppers • Tropical Pineapple Tidbits • Applesauce • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Buffalo Chicken Dipper w/Fresh Sliced Bread • Cheese Pizza • Pepperoni Pizza • Turkey and Cheese Hoagie • Peanut Butter & Jelly Sandwich • Garden Salad w/ Egg, Cheese & Fresh Bread • Seasoned Steamed Carrots • Tomato Cucumber Salad • Cinnamon Apple Slices • Diced Pears • Golden Delicious Apple
6	7	8	9	10
<ul style="list-style-type: none"> • Breaded Chicken Sandwich • Grilled Hot Dog • Italian Hoagie • Peanut Butter & Jelly Sandwich • Salad w/ Turkey & Fresh Bread • Seasoned Steamed Golden Corn • Fresh Red and Green Peppers • Diced Peaches • Diced Pears • Golden Delicious Apple 	<ul style="list-style-type: none"> • Spaghetti w/Meatsauce & Sliced Bread • Corn Dog Nuggets • Crispy Chicken & Cheese Wrap • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola and Belly Bears • Seasoned Steamed Broccoli • Tomato Cucumber Salad • Citrusy Mandarin Oranges • Tropical Pineapple Tidbits • Fresh Petite Banana 	<ul style="list-style-type: none"> • Baja Fish Tacos w/ Chipotle Ranch Sauce • Juicy Cheeseburger on a Bun • Turkey & Cheese Wrap • Peanut Butter & Jelly Sandwich • Garden Salad w/ Popcorn Chicken & Fresh Bread • Seasoned Refried Beans • Fresh Cucumber Slices • Tropical Pineapple Tidbits • Cinnamon Apple Slices • Golden Delicious Apple 	<ul style="list-style-type: none"> • Salisbury Steak • Chicken Nuggets w/ WG Bread • Ham & Cheese Sandwich • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola • Creamy Mashed Potatoes • Fresh Baby Carrots • Cinnamon Apple Slices • Diced Pears • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Chicken Tenders • Cheese Pizza • Pepperoni Pizza • Turkey and Cheese Hoagie • Peanut Butter & Jelly Sandwich • Garden Salad w/ Egg, Cheese & Fresh Bread • Seasoned Steamed Carrots • Fresh Broccoli Florets • Applesauce • Citrusy Mandarin Oranges • Golden Delicious Apple
13	14	15	16	17
<ul style="list-style-type: none"> • Meatball Hoagie • Chicken Tenders • Italian Hoagie • Peanut Butter & Jelly Sandwich • Garden Salad w/ Popcorn Chicken & Fresh Bread • Baked French Fries • Fresh Broccoli Florets • Applesauce • Tropical Pineapple Tidbits • Golden Delicious Apple 	<ul style="list-style-type: none"> • Freshly Baked Italian Dunkers • Juicy Cheeseburger on a Bun • Crispy Chicken & Cheese Wrap • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola and Belly Bears • Seasoned Steamed Green Beans • Fresh Baby Carrots • Diced Peaches • Cinnamon Apple Slices • Fresh Petite Banana 	<ul style="list-style-type: none"> • Pork Carnitas Quesadilla w/ Salsa • Chicken Nuggets w/ WG Bread • Turkey & Cheese Wrap • Peanut Butter & Jelly Sandwich • Salad w/ Turkey & Fresh Bread • Seasoned Refried Beans • Fresh Cucumber Slices • Citrusy Mandarin Oranges • Diced Pears • Golden Delicious Apple 	<ul style="list-style-type: none"> • Baked Penne with Garlic Toast • Grilled Hot Dog • Ham & Cheese Sandwich • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola and Belly Bears • Seasoned Steamed Peas • Tomato Cucumber Salad • Tropical Pineapple Tidbits • Applesauce • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Cheese Pizza • Pepperoni Pizza • Corn Dog Nuggets • Turkey and Cheese Hoagie • Peanut Butter & Jelly Sandwich • Garden Salad w/ Egg, Cheese & Fresh Bread • Stewed Tomatoes • Fresh Red and Green Peppers • Cinnamon Apple Slices • Diced Pears • Golden Delicious Apple
20	21	22	23	24
<ul style="list-style-type: none"> • French Toast Sticks w/ 2 Sausage Patties • Juicy Cheeseburger on a Bun • Italian Hoagie • Peanut Butter & Jelly Sandwich • Salad w/ Turkey & Fresh Bread • Crispy Tater Tots • Fresh Baby Carrots • Diced Peaches • Diced Pears • Golden Delicious Apple 	<ul style="list-style-type: none"> • Creamy Macaroni and Cheese w/ Fresh Bread • Chicken Nuggets w/ WG Bread • Crispy Chicken & Cheese Wrap • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola and Belly Bears • Seasoned Steamed Green Beans • Fresh Red and Green Peppers • Citrusy Mandarin Oranges • Tropical Pineapple Tidbits • Fresh Petite Banana 	<ul style="list-style-type: none"> • Sweet and Sour Chicken w/Rice • Grilled Hot Dog • Turkey & Cheese Wrap • Peanut Butter & Jelly Sandwich • Garden Salad w/ Popcorn Chicken & Fresh Bread • Creamy Mashed Potatoes • Tomato Cucumber Salad • Tropical Pineapple Tidbits • Cinnamon Apple Slices • Golden Delicious Apple 	<ul style="list-style-type: none"> • BBQ Rib Sandwich • Corn Dog Nuggets • Ham & Cheese Sandwich • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola and Belly Bears • TNG Beans, Baked Beans Vegetarian, Veg-BP • Fresh Broccoli Florets • Cinnamon Apple Slices • Diced Pears • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Soft Beef & Cheese Tacos • Cheese Pizza • Pepperoni Pizza • Turkey and Cheese Hoagie • Peanut Butter & Jelly Sandwich • Garden Salad w/ Egg, Cheese & Fresh Bread • Seasoned Steamed Broccoli • Fresh Cucumber Slices • Applesauce • Citrusy Mandarin Oranges • Golden Delicious Apple
27	28	29	30	31
<ul style="list-style-type: none"> • Homemade Lasagna with Garlic Toast • Grilled Hot Dog • Italian Hoagie • Peanut Butter & Jelly Sandwich • Salad w/ Turkey & Fresh Bread • Stewed Tomatoes • Fresh Cucumber Slices • Applesauce • Tropical Pineapple Tidbits • Golden Delicious Apple 	<ul style="list-style-type: none"> • VA- Soft Taco USDA- Turkey Taco • Corn Dog Nuggets • Crispy Chicken & Cheese Wrap • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola and Belly Bears • Seasoned Refried Beans • Fresh Broccoli Florets • Diced Peaches • Cinnamon Apple Slices • Fresh Petite Banana 	<ul style="list-style-type: none"> • Crunchy Fish Sticks w/ Garlic Toast • Juicy Cheeseburger on a Bun • Turkey & Cheese Wrap • Peanut Butter & Jelly Sandwich • Garden Salad w/ Popcorn Chicken & Fresh Bread • Seasoned Steamed Broccoli • Fresh Baby Carrots • Citrusy Mandarin Oranges • Diced Pears • Golden Delicious Apple 	<ul style="list-style-type: none"> • Sweet & Spicy BBQ Chicken Bowl • Chicken Nuggets w/ WG Bread • Ham & Cheese Sandwich • Peanut Butter & Jelly Sandwich • Fruit & Yogurt Parfait with Granola and Belly Bears • Seasoned Steamed Golden Corn • Fresh Red and Green Peppers • Tropical Pineapple Tidbits • Applesauce • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Hot Sicilian Sandwich • Cheese Pizza • Pepperoni Pizza • Turkey and Cheese Hoagie • Peanut Butter & Jelly Sandwich • Garden Salad w/ Egg, Cheese & Fresh Bread • Seasoned Steamed Green Beans • Tomato Cucumber Salad • Cinnamon Apple Slices • Diced Pears • Golden Delicious Apple

MENU CYCLE FOR SCHOOL BREAKFAST PROGRAM

2026 School Year

Campus Level: Secondary

January 2025

Floyd County High School
Breakfast

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
30	31	1	2	3
<ul style="list-style-type: none"> • Tony's Sausage Breakfast Pizza • Sausage Biscuit • Assorted Cereal w/ Toast • Cocoa Puffs Cereal Bar • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Applesauce Cups • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Choco Crisp Cereal Blast Waffle • Egg & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Benefit Bars • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Fresh Apple Slices • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Pancakes • Egg, Bacon, & Cheese Biscuit • Assorted Cereal w/ Toast • Cocoa Puffs Cereal Bar • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Applesauce Cups • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Mini Cinnamon Waffles • Sausage & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Benefit Bars • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Fresh Apple Slices • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Dutch Waffle • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/ Toast • Cocoa Puffs Cereal Bar • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Applesauce Cups • Assorted Craisins • Fresh Citrus Orange
6	7	8	9	10
<ul style="list-style-type: none"> • Tony's Sausage Breakfast Pizza • Sausage Biscuit • Assorted Cereal w/ Toast • Cocoa Puffs Cereal Bar • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Applesauce Cups • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Strawberry Cream Cheese Mini Bagels • Egg & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Benefit Bars • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Fresh Apple Slices • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Donut • Egg, Bacon, & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Applesauce Cups • Cocoa Puffs Cereal Bar 	<ul style="list-style-type: none"> • Cinnamon Roll • Sausage & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Benefit Bars • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Fresh Apple Slices 	<ul style="list-style-type: none"> • Warm Assorted Frudels • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Applesauce Cups • Cocoa Puffs Cereal Bar
13	14	15	16	17
<ul style="list-style-type: none"> • Tony's Sausage Breakfast Pizza • Sausage Biscuit • Assorted Cereal w/ Toast • Cocoa Puffs Cereal Bar • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Applesauce Cups • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Breakfast Burrito • Chocolate Chip Muffin Flat • Assorted Cereal w/ Toast • Assorted Benefit Bars • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Fresh Apple Slices • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • French Toast Sticks • Egg, Bacon, & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Applesauce Cups • Cocoa Puffs Cereal Bar 	<ul style="list-style-type: none"> • Chocolate Chip Waffle Snaps • Sausage & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Assorted Benefit Bars • Fresh Apple Slices 	<ul style="list-style-type: none"> • Ultra WW Cinnamon Bun • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Applesauce Cups • Cocoa Puffs Cereal Bar
20	21	22	23	24
<ul style="list-style-type: none"> • Tony's Sausage Breakfast Pizza • Sausage Biscuit • Assorted Cereal w/ Toast • Cocoa Puffs Cereal Bar • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Applesauce Cups • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Goody Bun • Egg & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Benefit Bars • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Fresh Apple Slices • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Banana Chocolate Chip Oatmeal Round • Egg, Bacon, & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Applesauce Cups • Cocoa Puffs Cereal Bar 	<ul style="list-style-type: none"> • String Cheese w/ Crackers • Sausage & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Assorted Benefit Bars • Fresh Apple Slices 	<ul style="list-style-type: none"> • Assorted Muffin Tops w/ Assorted Crackers • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Applesauce Cups • Cocoa Puffs Cereal Bar
27	28	29	30	31
<ul style="list-style-type: none"> • Tony's Sausage Breakfast Pizza • Sausage Biscuit • Assorted Cereal w/ Toast • Cocoa Puffs Cereal Bar • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Applesauce Cups • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Strawberry Cream Cheese Mini Bagels • Egg & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Benefit Bars • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Fresh Apple Slices • Assorted Craisins • Fresh Citrus Orange 	<ul style="list-style-type: none"> • Donut • Egg, Bacon, & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Applesauce Cups • Cocoa Puffs Cereal Bar 	<ul style="list-style-type: none"> • Cinnamon Roll • Sausage & Cheese Biscuit • Assorted Cereal w/ Toast • Assorted Benefit Bars • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Fresh Apple Slices 	<ul style="list-style-type: none"> • Warm Assorted Frudels • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/ Toast • Assorted Yogurt w/Assorted Crackers • Assorted Juice • Assorted Craisins • Fresh Citrus Orange • Applesauce Cups • Cocoa Puffs Cereal Bar

January 2025

Floyd County Elementary Breakfast

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
30 <ul style="list-style-type: none"> • Mini Maple Pancakes • Tony's Sausage Breakfast Pizza • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Assorted Craisins 	31 <ul style="list-style-type: none"> • Choco Crisp Cereal Blast Waffle • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Fresh Citrus Orange • Fresh Apple Slices 	1 <ul style="list-style-type: none"> • Mini Cinnamon Waffles • Sausage & Cheese Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Applesauce Cups 	2 <ul style="list-style-type: none"> • Fun N Fruitti Cereal Blast Waffle • Egg, Sausage, & Cheese Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Petite Banana • Assorted Craisins 	3 <ul style="list-style-type: none"> • Mini French Toast • Sausage Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Citrus Orange • Fresh Apple Slices
6 <ul style="list-style-type: none"> • Chocolate Chip Muffin Flat • Tony's Sausage Breakfast Pizza • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Assorted Craisins 	7 <ul style="list-style-type: none"> • Donut • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Citrus Orange • Fresh Apple Slices 	8 <ul style="list-style-type: none"> • Warm Assorted Frudels • Sausage & Cheese Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Applesauce Cups 	9 <ul style="list-style-type: none"> • Strawberry Cream Cheese Mini Bagels • Egg, Sausage, & Cheese Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Petite Banana • Assorted Craisins 	10 <ul style="list-style-type: none"> • Dutch Waffle • Sausage Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Citrus Orange • Fresh Apple Slices
13 <ul style="list-style-type: none"> • Apple Roll • Tony's Sausage Breakfast Pizza • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Assorted Craisins 	14 <ul style="list-style-type: none"> • Assorted Benefit Bars • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Citrus Orange • Fresh Apple Slices 	15 <ul style="list-style-type: none"> • Sausage & Cheese Biscuit • Cinnamon Roll • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Applesauce Cups 	16 <ul style="list-style-type: none"> • String Cheese w/ Crackers • Egg, Sausage, & Cheese Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Petite Banana • Assorted Craisins 	17 <ul style="list-style-type: none"> • Goody Bun • Sausage Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Citrus Orange • Fresh Apple Slices
20 <ul style="list-style-type: none"> • Assorted Yogurt w/Assorted Crackers • Tony's Sausage Breakfast Pizza • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Assorted Craisins 	21 <ul style="list-style-type: none"> • Chocolate Chip Waffle Snaps • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Citrus Orange • Fresh Apple Slices 	22 <ul style="list-style-type: none"> • Assorted Muffin Tops w/ Assorted Crackers • Sausage & Cheese Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Applesauce Cups 	23 <ul style="list-style-type: none"> • Ultra WW Cinnamon Bun • Egg, Sausage, & Cheese Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Petite Banana • Assorted Craisins 	24 <ul style="list-style-type: none"> • Banana Chocolate Chip Oatmeal Round • Sausage Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Citrus Orange • Fresh Apple Slices
27 <ul style="list-style-type: none"> • Mini Blueberry Pancakes • Tony's Sausage Breakfast Pizza • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Assorted Craisins 	28 <ul style="list-style-type: none"> • Choco Crisp Cereal Blast Waffle • Breakfast Chicken Patty on a Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Citrus Orange • Fresh Apple Slices 	29 <ul style="list-style-type: none"> • Mini Cinnamon Waffles • Sausage & Cheese Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Golden Delicious Apple • Applesauce Cups 	30 <ul style="list-style-type: none"> • Fun N Fruitti Cereal Blast Waffle • Egg, Sausage, & Cheese Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Petite Banana • Assorted Craisins 	31 <ul style="list-style-type: none"> • Mini French Toast • Sausage Biscuit • Assorted Cereal w/Assorted Crackers • Assorted Juice • Fresh Citrus Orange • Fresh Apple Slices

APPENDIX E

Sample Minimum Food Specifications

Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA.

Dairy Products

All dairy products must be government inspected.

- Fresh eggs shall be USDA Grade A or equivalent, 100% candled.
- Frozen eggs must be USDA inspected.
- Milk shall be pasteurized Grade A.

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color- U.S. Grade A Fancy.
- Canned fruits and vegetables selected to requirement of U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products

- Bread, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards.

APPENDIX F

Independent Price Determination Certificate

Both the school food authority (SFA) and foodservice management company (FSMC) (respondent) shall execute this Certificate of Independent Price Determination.

Name of FSMC:

Name of SFA: Floyd County Public Schools

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

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

Signature of FSMC's Authorized Representative

Title:

Date:

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

Signature of SFA's Authorized Representative

Title:

Date:

NOTE: ACCEPTING A RESPONDENT'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

APPENDIX G

Certification of Debarment and Suspension Form

FSMC:

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name:

Date: BY:

Signature of Authorized Representative

Instructions for Certification of Debarment and Suspension Form

- 1) By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- 7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph six of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Instructions for Certification

- 1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier

covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- 5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX H

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the school food authority (SFA) and food service management company (FSMC) respondent shall execute this certificate.

Name of FSMC:

Name of SFA: Floyd County Public Schools

THE FSMC AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Foodservice Management Company.

Signature of FSMC's Authorized Representative

Title:

Date:

Signature of SFA's Authorized Representative

Title:

Date:

APPENDIX I

Certification Regarding Lobbying

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

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

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

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

Name of Organization (FSMC):

Address of Organization (FSMC):

Name and Title of Submitting Official:

Date:

Signature

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

1. Type of federal action:

- a. Contract
- b. Grant
- c. Cooperative agreement
- d. Loan
- e. Loan guarantee
- f. Loan insurance

2. Status of federal action:

- a. Proposal/offer/application
- b. Initial award
- c. Post-award

3. Report type:

- a. Initial filing
- b. Material change

For material change only:

- Year:
- Quarter:
- Date of last report:

4. Name and address of reporting entity:

- Prime:
- Sub-awardee:

- Tier, if known:
- Congressional district, if known:

5. If reporting entity in no. 4 is sub-awardee, enter name and address of prime:

Congressional district, if known:

6. Federal department/agency:

7. Federal program name/description:

CFDA number, if applicable:

8. Federal action number, if known:

9. Award amount, if known:

10. Attach continuation sheet(s) SF-LLL-A if necessary. If individual, last name, first name, MI.

- a. Name and address of lobbying entity (last name, first name, MI):
- b. Individuals performing services (including address if different from no. 10 a.):

11. Amount of payment:

- a. Actual:
- b. Planned:

12. Form of payment (check all that apply):

- a. Cash
- b. In-kind; specify:

Nature:

Actual:

13. Type of payment (check all that apply):

- a. Retainer
- b. One-time fee

- c. Commission
- d. Contingent fee
- e. Deferred
- f. Other, specify:

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in item 11 (attach continuation sheet(s) SF-LLL-A, if necessary):

15. Are continuation sheet(s) SF-LLL-A attached:

- Yes (number):
- No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Print name:

Title:

Telephone:

Date:

Signature

Continuation Sheet SF-LLL-A

Reporting entity:

Page ___ of ___

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee; e.g., the first sub-awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item four (4) checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., RFP Number,; grant announcement number; the contract, grant, or

loan award number; the application/proposal control number assigned by the federal agency). Include prefixes e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item four (4) or five (5).
10. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item four (4)) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if "yes". The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

APPENDIX J

USDA Policy Guidance on Procurement Topics

- [SP 22-2024, CACFP 08-2024, SFSP 13-2024](#), Geographic Preference Expansion Related to the Final Rule titled, *Child Nutrition Programs: Meal Patterns Consistent With the 2020-2025 Dietary Guidelines for Americans*, dated May 22, 2024
- [SP 01-2026, CACFP 01-2016, SFSP 01-2016](#), Procuring Local Meat, Poultry, Game, and Eggs for Child Nutrition Programs – REVISED, dated November 20, 2023
- [SP 02-2022, CACFP 03-2022, SFSP 01-2022](#), (Corrected) Updates to the Federal Micro-Purchase Threshold in 2 CFR 200.320(a)(1), (supersedes SP 20-2019, CACFP 07-2019, SFSP 06-2019-Revised), December 15, 2021
- [SP 20-2019, CACFP 07-2019, SFSP 06-2019](#), Revised: Micro-Purchase and Simplified Acquisition Thresholds for Procurement, Applying the Simplified Acquisition Threshold in the NSLP, CACFP, and SFSP Procurement Standards, and SFA Operations (supersedes SP 01-2013), dated October 30, 2019
- [FM-03-2018](#), Changes to the Micro-Purchase and the Simplified Acquisition Thresholds, (supersedes M-18-18), dated September 26, 2018
- [SP 04-2018, CACFP 04-2018, SFSP 01-2018](#), Market Basket Analysis when Procuring Program Goods and Modifying Contracted-For Product Lists, dated January 18, 2018
- [SP 38-2017](#), Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, dated June 30, 2017
- [SP 12-2016, CACFP 05-2016, SFSP 09-2016](#), Guidance on Competitive Procurement Standards for Program Operators, dated November 13, 2015
- [SP 07-2016, SFSP 07-2016](#), Local Foods and Related Activities in Summer Meal Programs, with Questions and Answers, dated November 12, 2015
- [SP 45-2016, CACFP 04-2016, SFSP 04-2016](#), Local Agency Procurement Reviews School Year 2016-2017, dated June 30, 2016
- [SP 02-2016, CACFP 02-2016, SFSP 02-2016](#), Questions and Answers on the Transition to and Implementation of 2 CFR Part 200, dated October 30, 2015

- [SP 01-2016, CACFP 01-2016, SFSP 01-2016](#), Procuring Local Meat, Poultry, Game, and Eggs for Child Nutrition Programs, dated October 22, 2015
- [SP 30-2015, SFSP 18-2015, CACFP 16-2015](#), Office of Management and Budget Super-Circular - 2 CFR Part 200, dated March 18, 2015
- [SP 11-2015\(v2\) CACFP 10-2015 SFSP 13-2015](#), CN Labels Copied with a Watermark Acceptable Documentation, dated March 11, 2015
- [CACFP 11-2015](#), Local Foods in the Child and Adult Care Food Program, dated March 13, 2015
- [SP 09-2015, CACFP 03-2015, SFSP 02-2015](#), Written Codes of Conduct and Performance of Employees Engaged in Award and Administration of Contract, dated November 21, 2014
- [SP 06-2015](#), Farm to School and School Garden Expenses, dated November 12, 2014
- [SP 23-2013](#), Guidance Reaffirming the Requirement that State agencies and School Food Authorities Periodically Review Foodservice Management Company Cost Reimbursable Contracts and Contracts Associated with USDA Foods, dated February 12, 2013
- [SP 03-2013, CACFP 02-2013, SFSP 02-2013](#), Procurement Geographic Preference Q&As – Part II, dated October 9, 2012
- [SP 35-2012](#), Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, dated June 12, 2012
- [SP 17-2012](#), Procurement Questions and Answers to Assist in the Implementation of the final rule titled Nutrition Standards in the National School Lunch and School Breakfast Programs, dated February 23, 2012
- [SP 38-2017](#), Procurement Questions Relevant to the Buy American Provision in the NSLP, June 30, 2017
- [SP 41-2011](#), Indirect Cost Guidance 2011, dated July 7, 2011 and attachment
- [SP 18-2011](#), Procurement Geographic Preference Q&As, dated February 1, 2011
- [SP 08-2010 CACFP 05-2010 SFSP 06-2010](#), Geographic Preference for the Procurement of Unprocessed Agricultural Products in the Child Nutrition Programs, dated November 13, 2009

- [SP 01-2010, CACFP 01-2010 SFSP 01-2010](#), Applying Geographic Preferences in Procurements for the Child Nutrition Programs – Updates, dated October 9, 2009
- [SP 28-2009](#), Procurement Questions Revised, dated October 9, 2009
- [SP 10-2009](#), Economic Price Adjustments in Vendor Contracts, dated January 23, 2009
- [SP 07-2009](#), Reminder: Procurement Requirements for the National School Lunch, School Breakfast and Special Milk Programs, dated January 9, 2009
- [SP 44-2009](#): Guidance in Crediting for and Use of Donated Foods in Contracts with Food Service Management Companies, dated September 24, 2011
- [SP 30-2008, SP 08-2010 CACFP 05-2010 SFSP 06-2010](#), Geographic Preference for the Procurement of Unprocessed Agricultural Products in the Child Nutrition Programs
- [SP 21-2008](#), Prototype Language for Return of Discounts, Rebates and Credits to School Food Authorities, dated May 1, 2008
- [SP 15-2008](#), Allowability of Procurement Fees in School Food Authority (SFA) Contract, dated March 12, 2008
- [SP 09-2008](#), Final Rule, Procurement Requirements for the National School Lunch, School Breakfast and Special Milk Programs, dated January 28, 2008
- [SP 02-2007](#), School Districts and Federal Procurement Regulations, dated January 23, 2007
- [SP 29-2006](#), Buy American Reminder, August 9, 2006
- [SP 19-2006](#), April 2006 Procurement Questions, dated April 25, 2006

APPENDIX K

Meal Equivalents

For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the per-meal sum of the Federal and State free meal reimbursement plus the per meal value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students. If applicable, include revenue from vending machines as part of the a la carte revenue.

Appendix L

Civil Rights Assurance Statement

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.”

“This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

Adapted from the USDA FSMC Guidance for SFAs (September 2020)