

# REQUEST FOR PROPOSAL

Proposals for **FOOD SERVICE MANAGEMENT** will be received by the Laurel School District 7 & 7-70, until **2:00 p.m., March 27, 2026.**

Details and specifications may be obtained from:

Matthew Torix, Superintendent  
Laurel School District # 7 & 7-70  
606 South 5<sup>th</sup> Street  
Laurel, MT 59044  
406-628-3360 Ext: 3356

Proposals must be received prior to Proposal opening time. Late Proposals will not be accepted.

The Board of Trustees reserves the right to reject any and all Proposals, and to award the contract to the organization considered to be best suited to the needs of the School District, and to waive informalities. All Proposals will be considered at time of opening. The Administration Office reserves the right to contact providers for clarification or additional information.

**ALL COMMUNICATION REGARDING THIS RFP MUST BE DIRECTED TO MATTHEW TORIX AT THE ADMINISTRATION OFFICE OF LAUREL SCHOOLS AT (406) 628-3360, EXT 3356**

Christopher Lorash  
Chairperson

ATTEST: Matthew Torix  
January 26, 2026

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Laurel Public Schools

606 South 5<sup>th</sup> Street  
Laurel, MT 59044  
Phone: 406-628-3360

January 26, 2026

To Whom It May Concern:

Laurel School District is enclosing a Proposal for Food Service Management.

A mandatory information meeting is scheduled for 2:00 p.m. on February 13, 2026. Laurel School District # 7 & 7-70, 606 South 5<sup>th</sup> Street, Laurel, MT 59044.

All responses to this Proposal are due by 2:00 p.m. on March 27, 2026.

The Laurel School District thanks you in advance for your interest and response.

If you have any questions, please contact me at (406) 628-3360 Ext 3356

Sincerely,

Matthew Torix  
Superintendent

## REVISED SCHEDULE OF EVENTS

Task Description	Completion Date
Issue Proposal	January 26, 2026
Mandatory Meeting 2:00 p.m.	February 13, 2026
Proposal Due by 2:00 p.m.	March 27, 2026
*Evaluations of Vendors Note: A committee will review all submissions. Your firm will receive notice by this date regarding whether you have been shortlisted for a final presentation.	April 1, 2026
Complete Reference Check	April 10, 2026
*Vendor Presentations and Final Selection	April 13, 2026

**Presentation Details (April 13):** Shortlisted finalists will be invited to present their proposals in person to the Board.

- **Start Time:** Sessions begin at 1:00 p.m.
- **Duration:** Minimum of one hour per vendor.
- **Purpose:** This is an opportunity for the Board to dive deeper into your menu, logistics, and vision.

**Final Decision:** A Board Meeting will take place at 6:00 p.m. that evening, where the Board may officially select the **Apparent Successful Vendor**.

PROPOSAL REQUIREMENTS AND SPECIFICATIONS

FOR

FOOD SERVICES

FOR

LAUREL SCHOOL DISTRICT

606 South 5<sup>th</sup> Street

Laurel, MT 59044

PROPOSAL DEADLINE: 2:00 p.m., March 27, 2026

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, audiotope, 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 AD3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.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](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.

### **Child Nutrition Programs to be included in Contract**

Laurel Public Schools is seeking management of the school district's food service operations. The selected Food Service Management Company will manage the SFA's food service operation to include the programs checked below: **Select all that apply.**

- X National School Lunch Program (NSLP)
- X School Breakfast Program (SBP)
- After School Snack Program (ASP)
- Special Milk Program (SMP)
- Fresh Fruit and Vegetable Program (FFVP) as described in Section E and Exhibit D.
- X Summer Food Service Program (SFSP) as described in Section F and Exhibit C.

Child and Adult Care Food Program (CACFP) as described (please note that CACFP is not within the scope of MT OPI SNP, please contact DPHHS). Catering services as described in Exhibit A.

Concessions as described in Exhibit A.

X A La Carte items/meals Exhibit F. Other:

#### A. Purpose of Solicitation:

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service management company (FSMC) that will provide Laurel Schools, (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation at all sites. The FSMC will provide services to the SFA as described throughout the RFP.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in National School Lunch Program, School Breakfast Program, Afterschool Meal Programs, Fresh Fruit and Vegetable Program, and Summer Food Service Program and (as applicable), to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program.

The general food service goals of the SFA include:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

#### B. Contract and Addendums

The successful company shall be required to enter a contract that incorporates a Request for Proposal (RFP), including all exhibits, and the FSMC's Proposal. Significant general contract terms and conditions will include but are not limited to those in the RFP.

If necessary and agreed upon by both the SFA and FSMC, an addendum to the RFP may be submitted to Montana Office of Public Instruction School Nutrition Programs for approval. The RFP and subsequent signed agreement shall be approved by MT OPI SNP prior to the contract implementation. SFA may not amend the agreement without prior approval from MT OPI SNP. Food service funds can only be used by the SFA to pay for contracts after MT OPI SNP has been approved. The SFA may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract and is a specified assumption. MTOPI views a material change as, when the new item had been in the original solicitation and contract, it may have affected how the bidder and other competitors responded to the RFP.

C. Notice of Contract Type

State agencies are not required to develop and offer a variety of contract types and may limit contract types offered within the State therefore MT OPI has elected to limit proposals to Fixed- Price Contracts only.

Allowable Contracts include fixed-price for management and administrative service and a price-per-meal for each meal served in each program operated (NSLP, SBP, SFSP, CACFP, At-Risk Supper, and/or FFVP, etc.) and for how meal equivalents will be calculated for a la carte sales, etc. This price-per-meal is to be quoted without consideration for the availability of USDA Foods used in prior years or based on estimated entitlement values for upcoming school years. Entitlement values for USDA Foods vary from one year to the next; therefore, USDA Foods must be identified as a credit on invoices submitted by the FSMC for payment to the SFA. In fixed-price contracts purchased credits and prompt payment discounts do not apply and the return of any applicable credits is only for USDA Foods.

D. Pre-Proposal Meeting

**A Pre-Proposal Meeting will be held:**

- In Person
- Virtually
- Both

A pre-bid meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held on *February 13, 2026 at 606 South 5<sup>th</sup> Street, Laurel. Attendance is required.* Virtual meeting details and materials may be obtained by contacting *Matthew Torix, Superintendent, Phone: 406-628-3360 Ext: 3356 or email: Matthew\_Torix@laurel.k12.mt.us.*

E. Proposal Submission and Award

Proposals are to be submitted to the below name representative NO LATER than: *March 27, 2026 at 2:00 p.m. MST.*

Name of SFA: Laurel Public Schools

C/O: Matthew Torix

Address of SFA: 606 South 5<sup>th</sup> Street, Laurel, MT 59044

Email Address: Matthew\_torix@laurel.k12.mt.us

**Proposals may be submitted by:** (SFA select all that apply)

Hard copy submittal of three copies in sealed envelopes or containers clearly marked

Proposal to Manage a School Food Service Program for: (enter SFA name)”

Electronic Submission of proposal with subject line “Proposal to Manage a School Food Service Program for: (enter SFA name)”

Public opening of proposals will be held virtually at *606 South 5<sup>th</sup> Street, Laurel, MT.* Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked “Food Service Management Company Proposal” or by emailing *matthew\_torix@laurel.k12.mt.us* with the subject line “Food Service Management Company Proposal”. Virtual meeting details and materials may be obtained by contacting Matthew Torix- phone 406-628-3360 Ext 3356 or email *Matthew\_torix@laurel.k12.mt.us*

## **READ CAREFULLY**

1. SFAs are prohibited from entering a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
2. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
3. For consideration, each FSMC must submit a complete response to this solicitation using the forms provided.
4. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
5. 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 prior to the approval of the Montana Office of Public Instruction (MT OPI) and the execution of the contract. Paying the FSMC from Child Nutrition (CN) Program funds is prohibited until the contract is signed by both parties and final approval is provided by MTOPI.

F. Award Criteria and Evaluation Committee:

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. The award criteria and the relative value assigned to each scoring category must be specified on the evaluation form (Exhibit K) with Cost being the primary factor (assigned the greatest number of points compared to other factors). All proposals will be thoroughly reviewed independently by each member of the predetermined evaluation committee. The committee will develop a strong and fair scoring system to determine the most successful bidder. The committee will then discuss all offerors proposals addressing requirements of the RFP to distinguish which proposal will be most advantageous to the SFA. The evaluation committee **must** be comprised of at least 3 individuals who are employees of the SFA and are familiar with the Child Nutrition Program regulations.

G. Bid Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. SFAs must attach their bid protest procedures to their RFPs. Pursuant to 2 CFR 200.318, SFAs must in all instances disclose all information regarding a protest to MTOPI.

H. The FSMC Company's bid protest procedures are as follows:

- a. A bidder shall have 3 days to file a protest with Matthew Torix, Superintendent in accordance with the same procedures defined in the request for proposal. Failure to follow these steps will invalidate a protest.
- b. Matthew Torix, Superintendent, will review the protest within 2 days of receipt. Matthew Torix, Superintendent along with Board Chairman Christopher Lorash will decide if the protest is valid and shall determine if it impacted the bid award process. Matthew Torix, Superintendent

will notify the board of a protest. Matthew Torix, Superintendent will note that there was a protest in any decision to award a bid.

I. 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.

J. Errors or Omissions

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

K. Final Contract

The complete contract will include all documents included by the SFA in the RFP and the proposal submitted by the FSMC.

L. Standards of Conduct

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from the FSMC 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.

M. Late Proposals

The SFA will not consider any proposal received after the exact time specified for receipt.

# **Food Service Management Contract**

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## Section A: Purpose of Contract and Definitions

### 1. Purpose of Contract

The Contract sets forth the terms and conditions upon which SFA retains the FSMC to manage and operate food service for SFA's students, employees, visitors, and guests at the SFA.

- a. Agency Relationship: While SFA retains control of the quality, extent, and general nature of its food service, and the results of the FSMC's service hereunder, the relationship between the FSMC and SFA shall always be that of an independent contractor. The FSMC is an agent for SFA with limited authority as expressed hereunder and as necessary to fulfill the terms of this Contract. The SFA with its agreement with MT OPI to operate the National School Lunch Program and other USDA Child Nutrition Programs operated under this contract, will be primarily responsible for ensuring that the FSMC complies with all USDA Program requirements.
- b. Laws and Regulations: The FSMC shall comply with all Federal, State and local laws as well as comply with the SFA's facility rules regulations and school policies.
- c. Monitoring and Access: The SFA shall have access to and may monitor the FSMC's daily operation of the food service program with respect to all matters including but not limited to working conditions for the food service employees and safety, sanitation, and maintenance of the food service facilities.

### 2. Definitions

- a. Accounting Period: A calendar month, twelve of which constitute an accounting year.
- b. A La Carte: Sales of extra meals, and other foods, snacks, beverages, and services that are not Reimbursable Meals.
- c. Claims for Reimbursement: Monthly report submitted by the SFA to claim Federal and State Reimbursement for reimbursable meals.
- d. Credit: A payment to the SFA for USDA Foods received by the SFA or other payments.
- e. Rebate: A return of part of an amount paid, as for goods or services, serving as a reduction or discount.
- f. Default: A material breach, which is defined as a violation of the Contract which is substantial and significant, and which excuses the aggrieved party from further performance under the contract.
- g. Deficit: The excess of the total of Operating Expenses, over Gross Sales before major equipment purchases, equipment repair, or equipment depreciation as detailed in Exhibit A.

- h. Fee Structure: The basis of payment provided for services from SFA to FSMC. Two types of payment fees are permissible in SFA-FSMC contracts: A fixed-price or fee and cost-plus-a-fixed-fee (not permissible in IFB)
- i. Fixed Price contract: a contract that charges a fixed cost per meal, or a fixed cost for a certain time period. Fixed-price contracts may include an economic price adjustment tied to a standard index. Fees are to be fixed for the entire contract's duration and for renewals unless a provision allowing for periodic cost adjustment is otherwise stated in the original solicitation.
- j. Food Service: The preparation, food-related service and sale of food beverages, edible goods and food merchandise, and other food items at the premises.
- k. Food Service Management Company (FSMC) means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service. [7 CFR 210.2] Under the Summer Food Service Program an FSMC means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in §225.15. Food service management companies may be: (a) Public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies. [7 CFR 225.2] Under the Child and Adult Care Food Program an FSMC means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program. [7 CFR 226.2].
- l. Gross Sales: All sales of food, beverages, goods, merchandise, and services in the Food Service operation.
- m. Management Employee: An exempt salaried person, a non-exempt person or a person employed by the FSMC and paid a gross hourly wage, taxes, benefits, and retirement.
- n. Operating Expenses: All costs, charges, fees, and expenses incurred in connection with the Food Service.
- o. Premises: SFA's Food Service facilities as detailed in Exhibit B, attached hereto.
- p. Purchased Food and Supplies: Food, supplies, and chemicals purchased by the FSMC for use in the SFA's food service program.
- q. Reimbursable Meal: A single priced meal unit that offers all of the USDA daily required. meal pattern components for each age/grade group served in the minimum required amounts. Quantities vary by age/grade group, but components remain constant and necessary for all student meals claimed for reimbursement.
- r. SA: State Agency, Montana Office of Public Instruction (MT OPI).
- s. SFA: School Food Authority

- t. SFA Labor: Gross hourly wages, plus taxes, benefits, and retirement plans paid by SFA and invoiced to the FSMC.
- u. Small wares: Dishware, glassware, flatware, utensils, trays, and similar items.
- v. Surplus: The excess of Gross Sales over the total Operating Expenses before major equipment purchases, equipment repair, or equipment depreciation as detailed in Exhibit A.
- w. USDA: The United States Department of Agriculture
- x. USDA-Donated Foods or USDA Foods: Foods received from the USDA by the SFA for use by the FSMC in the SFA's food service program.

### **Section B: General Terms**

1. Contract Duration:
  - a. The term of the Contract is twelve (12) months, commencing on July 1, 2026, and continuing until June 30, 2027.
2. Contract Extension: The Contract is eligible for renewal of additional one (1) year terms, not to exceed four (4) additional one (1) year extensions, upon mutual agreement of the parties, unless terminated earlier as hereinafter provided. 7 CFR 210.16(d)

If the SFA elects to renew the contract with the FSMC, the terms and conditions of the existing contract shall remain substantially unchanged. Any price changes in the contract as part of a renewal will be based upon all FSMC fees of the original contract. Fee increases shall not exceed the changes in the Consumer Price Index Rate for Food Away from Home (National) series of the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor, for the 12 months preceding February of the renewal year. Material changes to the original contract are prohibited.

3. Administrative, Contractual, or Legal Remedies: Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. 2 CFR Appendix-II-to-Part200(A) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. 2 CFR Appendix-II-to-Part-200(B).
  - a. Nonperformance Sanctions: Non-compliance with the terms of the Contract is subject to the following administrative procedures and sanctions. 7 CFR 210.16(b)(2) The complaining party will notify the other party, verbally and in writing of the details of the non-compliance. The other party will have seven (7) days to respond in writing to the notification and to either correct the non-compliance or to protest the non-compliance complaint and reach a mutually agreeable resolution. If the complaint is not resolved, to the satisfaction of the complaining party, within fourteen (14) days from the original complaint, then the complaining party may terminate the contract.

- b. Termination Clause: Either party may cancel for cause with sixty (60) days notification. 7 CFR 210.16(d)
  - c. Termination with Cause. The SFA or FSMC may terminate this Contract with cause, upon sixty (60) days prior written notice to the other of the intention to terminate the Contract, or as by mutual agreement of the parties. 2 CFR Appendix-II-to-Part-200(B) Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction, or other breach of contract.
    - i. The SFA may terminate this Contract as determined by the SFA when considering such things as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage, failure to provide required periodic information or failure to maintain quality of service at a level satisfactory to the SFA.
    - ii. The FSMC may terminate this Contract as determined by the FSMC when considering such things as failure to make timely payments to the FSMC, failure to maintain and enforce required standards of sanitation, or other breach of contract.
  - d. Termination Without Cause.
    - i. The SFA may terminate the Contract at any time upon sixty (60) days prior written notice to the other of the intention to terminate the Contract, or as by mutual agreement of the parties. Failure by the SFA to renew the Contract prior to July 1st of any year, shall be considered Termination Without Cause, and the sixty (60) days prior written notice is not required in this instance.
    - ii. The FSMC may terminate the Contract at any time upon one hundred twenty (120) days prior written notice to the SFA of the intention to terminate the Contract, or by mutual agreement of the parties.
4. Equal Employment Opportunity The SFA and FSMC must comply with “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339),  
as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60,  
“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 2 CFR Appendix-II-to-Part-200(C)
5. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the

Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 2 CFR Appendix-II-toPart-200(D)

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. 2 CFR Appendix-II-to-Part-200(F)
8. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR Appendix-II-to-Part-200(G)
9. Suspension and Debarment Compliance the Federal awarding agency must comply with the guidelines on governmentwide suspension and debarment in 2 CFR part 180, and must require non-Federal entities to comply with these provisions. These provisions restrict Federal awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities 2 CFR 200.206(d)(1)

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 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.<sup>2</sup> 2 CFR 200.214 CFR Appendix-II-to-Part-200(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. 2 CFR AppendixII-to-Part-200(I)

### **Section C: SFA Responsibilities**

See Exhibit I

Provisions under the Food Service Contract: it is the SFA’s responsibility to ensure that the food service operation is in compliance with USDA Child Nutrition Program Laws, Regulations, Guidance, and Agreements. The FSMC shall conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 245, and 250 and USDA Food and Nutrition Service instructions and policies. The FSMC shall operate the food service program in a way that meets all requirements under the National School Lunch Act and Child Nutrition Act, the Healthy, HungerFree Kids Act of 2010, which requires that all food sold outside of the school meal program, on the school campus and at any time during the school day must meet the nutrition standards set forth in the Final Rule titled” National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010.” 7 CFR 210.16(a)(2)

1. Signature Authority:

- A. The SFA retains the signature authority for the SA-SFA agreement, maintains responsibility for the implementation of the free and reduced-price policy statement, and the Claims for Reimbursement in accordance with 7 CFR 210.16(a)(5)
- b. The SFA will be responsible for approval of all free and reduced-price meal applications, verification of free and reduced-price applications, and hearings related to such determinations. The FSMC shall comply with the terms of the SFA’s Child Nutrition Program agreement with the SA in MAPS in accordance with 7 CFR 245.6(a)
- c. The SFA is the responsible authority, without recourse, to the USDA or MT OPI for the settlement and satisfaction of all contractual and administrative issues arising in any way from this contract. SFA authority includes, but is not limited to, source evaluation, protests, disputes, or claims.

2. Control of the School Food Service Account and Overall Financial Responsibility

- a. The SFA will maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and the limitations on any competitive school food service as set forth in 7 CFR 210.11 [7 CFR 210.19(a)(1)]
- b. The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the non-profit school food service account, e.g., pricing for all reimbursable meals, A la Carte service (including vending machines), and adult meals. 7 CFR 210.16(a)(4)

3. Procurement and USDA Donated Foods:

- a. The SFA will adhere to all procurement standards when contracting with the FSMC 7 CFR 210.16(a)(1)
- b. The SFA retains title to all USDA Foods.
- c. All federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFAs nonprofit school food service and are fully utilized therein per 7 CFR 210.16(a)(6).
- d. The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited and the method of determining the donated food values to be used in crediting, in accordance with § 250.51(c), or the actual donated food values must be determined in the contract 7 CFR 250.53(a)(2)(3)
- e. The distributing agency, sub distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods [7 CFR 250.53(a)(10)].
- f. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods [7 CFR 250.53(a)(12)]

**First FSMC Contract Year:** If the SFA was self-operating in the previous school year, the FSMC must credit the SFA for the value of carry-over inventory which may include donated foods in inventory from that previous year. Payment to the SFA from the FSMC will be the fair market value of foods in the carry-over inventory.

4. Quality, Extent and General Nature of Food Service:

- a. The SFA will provide detailed specifications for each food component or menu item as specified in 7CFR Part 210, 215, 220, 225, 245, and 250 (as applicable) and USDA Food and Nutrition Service instructions and policies to include 77 FR 4088 Nutrition Standards in the National School Lunch and School Breakfast Programs. These specifications must cover grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. See Exhibit M

- b. Menu standards, as presented in the RFP's twenty-one (21) day cycle menu, must be maintained as to type and quality of meal service in accordance with the provisions of 7 CFR 210.10.  
All menus must be developed using the agreed upon menu planning system(s). The FSMC shall serve reimbursable meals that comply with the latest USDA dietary guidelines as established by USDA in Federal regulations for the National School Lunch Program, the School Breakfast Program, and all other USDA contracted meal programs. 7 CFR 210.16(b)(1)  
See Exhibit L
  - c. The sale or marketing of fluid milk must not be restricted at any time or in any place on school premises or at any school-sponsored event per 7 CFR 210.21(e).
5. Health Regulations: It is the SFA's responsibility to maintain all applicable health certifications and to assure that all state and local regulations are being met by the FSMC preparing or serving meals at the SFA's facilities per 7 CFR 210.16(a)(7)
6. Monitoring Responsibilities: The SFA will be responsible for monitoring the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations in accordance with 7 CFR 210.16(a)(3).
7. Use of Advisory Board, Student Parent and Community involvement: The SFA will establish and maintain an advisory board made up of parents, teachers, and students to assist in menu planning. 7 CFR 210.16(a)(8) The SFA shall promote activities to involve students and parents in the Program. Such activities may include menu planning, enhancement of the eating environment, Program promotion, and related student community support activities. School food authorities are encouraged to use the school food service program to teach students about good nutrition practices and to involve the school faculty and the general community in activities to enhance the Program. 7 CFR 210.12(a). Local school wellness policies. Local educational agencies must comply with the provisions of § 210.31(d) regarding student, parent, and community involvement in the development, implementation, and periodic review and update of the local school wellness policy. 7 CFR 210.12(e)
8. Contractual Responsibilities: The standards contained in this part and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, do not relieve the State agency or school food authority of any contractual responsibilities under its contracts. The State agency or school food authority is the responsible authority, without recourse to FNS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in connection with the Program. This includes, but is not limited to source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violation of law are to be referred to the local, State, or Federal authority that has proper jurisdiction. 7 CFR 210.21(b)
9. Written Code of Standards of Conduct: The SFA must maintain a written code of standards of conduct which will govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Program payments. SFA must disclose any potential conflicts of interest in writing to the Federal awarding agency or passthrough entity in accordance with applicable Federal awarding agency policy. The officers, employees, and agents of SFA may neither solicit nor accept gratuities, favors, or anything of monetary value from FSMC. No employee, officer

or agent of SFA will be permitted to participate in the selection, or in the award or administration of this Agreement if a conflict of interest, real or apparent, would be created between FSMC and:

- a. Such employee, officer or agent;
- b. Any member of his or her immediate family;
- c. His or her partner;
- d. An organization which employs, or is about to employ, any of the above, if such organization has a financial or other interest in the FSMC

#### **Section D: FSMC Responsibilities**

See Exhibit I

1. Health Certification: The FSMC must maintain all state or local health certification(s) for the duration of the contract for any facility outside the school in which it proposes to prepare meals. The FSMC must meet all applicable state and local health regulations in preparing and serving meals at the SFA's facility. 7 CFR 210.16(c)(2)
2. Kitchen Maintenance, Food Safety, and Sanitation: The FSMC will be responsible for maintaining the kitchen area and meeting all safety and sanitation laws and regulations. The FSMC will develop and follow the Hazard Analysis Critical Control Point (HACCP) standards.
3. 21-Day Cycle Menu: The FSMC must adhere to the 21-day cycle menu which was included in the request for proposal for the first 21 days of meal service. Changes made thereafter may only be made with the approval of the SFA. If the SFA is not capable of preparing a 21-day cycle menu, include a provision requiring the FSMC to provide the 21- day cycle menu. 7 CFR 210.16(b)(1)
4. Quality, Extent, and General Nature of the Food Service:
  - a. The SFA requires that no payment is to be made to the FSMC for meals that are spoiled or unwholesome at time of delivery; or do not meet detailed specifications, are not compliant with the meal pattern, or do not otherwise meet the requirements of the contract. 7 CFR 210.16(c)(3)
  - b. The FSMC may not provide for the SFA an a la carte service only operation; the FSMC must offer free, reduced price, and paid reimbursable lunches to all eligible children when operating an a la carte food service per 7 CFR 201.16(a)
5. USDA Donated Foods:
  - a. The FSMC will fully utilize USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's non-profit food service operation. Any activities relating to donated foods that the food service management company will be responsible for, in accordance with § 250.50(d). and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250; 7 CFR 250.53(a)(4).
  - b. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both

entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a)

- c. The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited and the method of determining the donated food values to be used in crediting, in accordance with [§ 250.51\(c\)](#), or the actual donated food values must be determined in the contract 7 CFR 250.53(a)(2)(3)
- d. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service. 7 CFR 250.53(a)(5)
- e. The FSMC will use all USDA Foods, all end products, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods in the SFA's food service. 7 CFR 250.53(a)(6)
- f. The FSMC 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 recipient agency for the value of donated foods contained in such end products at the processing agreement value. 7 CFR 250.53(a)(7)
- g. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250; 7 CFR 250.53(a)(8)
- h. The FSMC shall maintain adequate storage practices, inventory and control of such donated foods to ensure that its use and responsibility for the USDA Foods is in compliance with the SFA's agreement with the State distributing agency. The FSMC shall give the SFA, USDA, and appropriate State representative's access to the storage areas for donated USDA Foods. 7 CFR 250.53(a)(9)
- i. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b); [7 CFR 250.53(a)(11)].
- j. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods [7 CFR 250.53(a)(12)]

**First FSMC Contract Year:** If the SFA was self-operating in the previous school year, the FSMC must credit the SFA for the value of carry-over inventory which may include donated foods in inventory from that previous year. Payment to the SFA from the FSMC will be the fair market value of foods in the carryover inventory.

6. Recordkeeping: The FSMC will maintain records to support the SFA’s claim for reimbursement, make all records available to the SFA upon request, and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement.
  - a. The FSMC will maintain records and make them available for the fiscal year for inspection and audit by representatives of the SFA, SA, USDA, and Controller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the three (3) year period until resolution of the issues raised by the audit. The FSMC must maintain records and source documents in support of all costs, discounts, rebates, and credits.

Recordkeeping requirements are in accordance with 7 CFR 210.23(c) and 7 CFR 210.16(c)(1)
  - b. At the point of termination of this contract, the FSMC will give to the SFA all original program records pertaining to the contract period and renewals. These documents include but are not limited to daily meal counts by meal benefit category by school/site for each program, menus, meal transport sheets, and daily production records by program.
7. Reporting: The FSMC will report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA.
  - a. The FSMC will maintain an information database from which the SFA will be provided weekly, monthly, quarterly, and annual reports in such detail as may be reasonably expected to manage the program
  - b. The SFA must ensure that the revenue generated from the sale of nonprogram food complies with requirements of 7 CFR 210.14(f) therefore, the FSMC will annually provide to the SPONSOR information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described.
  - c. The FSMC shall not count meals/milk/snacks served to adults for reimbursement under the National School Lunch Program, and/or the School Breakfast Program, and/or Special Milk Program, and/or Summer Food Program.
  - d. The FSMC shall promptly pay the SFA the full amount of any meal over claims, disallowed costs or other fiscal actions which are attributable to the FSMC’s actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.
8. Special Diets: The FSMC shall supply special diets for students in accordance to “Accommodating Children with Special Dietary Needs in the School Nutrition Programs” when a licensed physician specifies that such a diet is a result of a disability as defined by the Rehabilitation Act of 1973 and the Americans with Disabilities Act. A medical statement from a professional licensed provider to write

prescriptions must accompany any school meal modification made outside of the meal pattern requirements. There will be no additional charge to the student for meal modifications which have been made to accommodate disabilities

9. Buy American Provision: The FSMC will comply with the “Buy American” provision in 7 CFR Part 250, 7 CFR 210.21(d), and SP 38-2017 Compliance with and Enforcement of the Buy American Provision. Documentation for any exceptions, including the use of a nondomestic food exception, will be provided prior to purchasing nondomestic when competition reveals the cost of domestic prohibitively costly or not available.  
See Exhibit M

### **Section E: SFA-FSMC Contracts with a FFVP**

See Exhibit D

1. All FFVP costs must be allowable, actual costs and fully documented. Labor costs must be reported by and to the SFA in a manner that clearly identifies the actual time allocated to the FFVP. The SFA and FSMC will establish an agreed upon fixed price fee for the operation of FFVP to include all labor costs, operating and administrative fees.
2. The FSMC will document and track FFVP expenses separately and make this documentation easily accessible to the SFA, OPI, or USDA for review. All non-food costs must be carefully reviewed and deemed reasonable, given the extent of the FFVP operations.
3. The FSMC will provide the SFA with documentation that clearly outlines the allocation of costs charged to the FFVP as a basis for the SFAs claim for reimbursement. (i.e., amounts charged for labor, administrative fees, and actual costs of fresh fruits and vegetables, etc.)

### **Section F: SFA-FSMC Contracts with a SFSP See Exhibit C and Exhibit L**

**The standard FSMC contract including SFSP meals must provide that:**

1. The SFA retains final financial and administrative responsibility for its program 7 CFR 225.6(i)(16)
2. All meals prepared by a FSMC shall be unitized, with or without milk or juice, unless the SFA submits to MT OPI a request for exceptions to the unitizing requirement for certain components of a meal. 7 CFR 225.6(l)(2)(i) These requests shall be submitted to the MT OPI in writing in sufficient time for MT OPI to respond prior to the SFA's advertising for bids. MT OPI shall notify the SFA in writing of its determination in a timely manner. 7 CFR 225.6(l)(3) See Exhibit L
3. A food service management company 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 per 7 CFR 225.6(l)(2)(ii).
4. The SFA shall provide to the FSMC a list of MT OPI-approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site,

established under § 225.6(h)(2)(i)-(v), and shall notify the food service management company of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract. 7 CFR 225.6(l)(2)(iii)

5. The food service management company shall maintain such records (supported by invoices, receipts, or other evidence) as the sponsor will need to meet its responsibilities under this part, and shall submit all required reports to the sponsor promptly at the end of each month, unless more frequent reports are required by the sponsor; 7 CFR 225.6(l)(2)(iv)
6. The food service management company must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. It must ensure that health and sanitation requirements are met at all times. In addition, the food service management company must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency. 7 CFR 225.6(l)(2)(v)
7. The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by the State agency and upon which the bid was based. 7 CFR 225.6(l)(2)(vi)
8. The books and records of the food service management company pertaining to the sponsor's food service operation shall be available for inspection and audit by representatives of the State agency, the Department and the U.S. Government Accountability Office at any reasonable time and place for a period of 3 years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved. 7 CFR 225.6(l)(2)(vii)
9. The SFA and the FSMC company shall operate in accordance with current Program regulations. 7 CFR 225.6(l)(2)(viii)
10. The FSMC shall be paid by the SFA for all meals delivered in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement. 7 CFR 225.6(l)(2)(ix)
11. Meals shall be delivered in accordance with a delivery schedule prescribed in the contract. 7 CFR 225.6(l)(2)(x)
12. Increases and decreases in the number of meals ordered shall be made by the sponsor, as needed, within a prior notice period mutually agreed upon. 7 CFR 225.6(l)(2)(xi)
13. All meals served under the Program shall meet the requirements of § 225.16; 7 CFR 6(l)(2)(xii). FSMC shall serve reimbursable meals that comply with the Summer Food

Service Program meal pattern requirements in 7 CFR 225.16(d). Refer to Exhibit L. The FSMC contractor shall bill the SFA for SFSP meals per Exhibit F

14. In cases of nonperformance or noncompliance on the part of the FSMC, the FSMC shall pay the SFA for any excess costs which the SFA may incur by obtaining meals from another source. 7 CFR 225.6(l)(2)(xiii)
15. If the State agency requires the sponsor to establish a special account for the deposit of operating costs payments in accordance with the conditions set forth in [§ 225.6\(j\)](#), the contract shall so specify; 7 CFR 225.6(l)(2)(xiv)
16. The food service management company shall submit records of all costs incurred in the sponsor's food service operation in sufficient time to allow the sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline. 7 CFR 225.6(l)(2)(xv)
17. In the event the SFA is approved and elects to operate non-congregate meal service the FSMC must meet the requirements in accordance with 7 CFR 225.6(h)(1)-(3)
  - a. Is rural, as defined in [§ 225.2](#). 7 CFR 225.6(h)(3)(ii)
  - b. Will not serve an area where children would receive the same meal at an approved congregate meal site, unless it can be demonstrated to the satisfaction of the State agency that the site will serve a different group of children who may not be otherwise served. 7 CFR 225.6(h)(3)(iii)
  - c. Serves an area in which poor economic conditions exist or is approved for reimbursement only for meals served free to enrolled children who meet the Program's income standards. 7 CFR 225.6(h)(3)(iv)
  - d. Distributes up to the allowable number of reimbursable meals that would be provided over a 10-calendar day period. The State agency may establish a shorter calendar day period on a case-by-case basis and without regard to sponsor type. 7 CFR 225.6(h)(3)(v)

In the event the SFA is approved and elects to operate both congregate and non-congregate meal services the FSMC must meet the requirements in accordance with 7 CFR 6(h)(1)(2) and; 7 CFR 225.6(h)(3)

- a. Will only conduct a non-congregate meal service when the site is not providing a congregate meal service. 7 CFR 225.6(h)(4)(ii)
  - b. SFA proposes an organized and supervised system which prevents overlap between meal services and reasonably ensures children are not receiving more than the daily maximum allowance of meals as required in [§ 225.16\(b\)\(3\)](#). 7 CFR 225.6(h)(4)(iii)
18. A sponsor of a site must have the administrative capability; the capacity to meet State and local health, safety, and sanitation requirements; and, where applicable, have adequate food preparation and holding facilities to be approved to serve non-congregate meals. SFAs and FSMC that are approved to provide non-congregate meals in rural areas with no congregate meal service shall comply with 7 CFR 225.16(b)(5)(i)-(iv)
19. The FSMC shall comply with the appropriate bonding requirements

- a. For FSMC submitting a bid exceeding the simplified acquisition threshold of \$15,000 shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, as determined by the SFA, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid. 7 CFR 225.15(m)(5)
- b. For FSMC entering into a food service contract exceeding the small purchase threshold of \$150,000 with a SFA shall obtain a performance bond in an amount not less than 10 percent nor more than 25 percent of the value of the contract for which the bid is made, as determined by the SA. 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](#), as applicable. SFA shall require the FSMC to furnish a copy of the performance bond within ten days of the awarding of the contract. 7 CFR 225.15(m)(6)
- c. The FSMC shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. 7 CFR 225.15(m)(7)

### **Section G: Required Inclusions**

1. Compliance with Program Regulations: The FSMC shall conduct program operations in accordance with the National School Lunch Act and Child Nutrition Act, as well as, the Healthy, Hunger-Free Kids Act of 2010 7CFR Parts 210, 215, 220, 225, 245, and 250 and all USDA Food and Nutrition Service instructions and policies. The FSMC shall serve reimbursable meals that comply with the latest USDA dietary guidelines, standard meal patterns, and nutrient standards established by USDA in Federal regulations. FSMC personnel responsible for the preparation of menus will maintain a copy of these regulations to ensure proper menu planning is utilized in accordance with the SFA's agreements and menu planning options.
2. Fixed Price Provisions:
  - a. The FSMC shall credit the SFA for the value of donated USDA Foods, received by the SFA during the school year or fiscal year (including both entitlement and bonus foods) and crediting for the value of USDA Foods contained in processed end products. Crediting for the value of donated foods is permitted through invoice reductions, refunds, discounts, or previously included in the established fixed price. However, all forms of crediting must provide clear documentation of the value received from the donated foods and must be performed not less frequently than annually. 7 CFR 250.53(a)(1)(2)
  - b. The Statement of Commodities Shipped from OPI which details the value of the USDA commodities received will be used as the value for all credits. The FSMC must provide credit whether or not the donated foods are used in the year of receipt. 7 CFR 250.53(a)(3)
  - c. The FSMC will fully utilize USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's non-profit food service operation. Any activities relating to donated foods that the food service management company will be responsible for, in

accordance with § 250.50(d). and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250; 7 CFR 250.53(a)(4).

- d. The FSMC must ensure that USDA donated ground beef and ground pork are used without substitution. The FSMC must also ensure that all processed end products are also used without substitution. 7 CFR 250.53(a)(5)
  - e. 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 recipient agency's food service. 7 CFR 250.53(a)(6)
  - f. It is the SFA's responsibility to ensure that all USDA Foods received are made available to the FSMC, including end processed foods and all USDA Foods accrue only to the SFA's non-profit school food service and are fully utilized therein. 7 CFR 250.53(a)(7)
  - g. The use of USDA Foods is prohibited for special functions conducted outside of the nonprofit school food service.
  - h. It is prohibited for a FSMC to enter into a processing agreement to subcontract
    - i. USDA Foods for further processing. 7 CFR 250.53(a)(8)
  - i. The FSMC shall give the SFA, USDA, and appropriate OPI representative's access to the storage areas for USDA Foods. 7 CFR 250.53(a)(9)
  - j. The distributing agency, sub distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods. 7 CFR 250.53(a)(10)
  - k. The FSMC will adhere to recordkeeping requirements as related to the use of donated foods. 7 CFR 250.53(a)(11)
  - l. When a contract terminates and is not extended or renewed the FSMC must return all unused donated USDA Foods to the SFA. The SFA must ensure that all credits for the value of USDA Foods have been received and no refund will be made to the FSMC.
  - m. The renewal of contract is contingent upon the fulfilment of all contract provisions relating to donated foods 7 CFR 250.53(a)(12)
3. Special Functions: provide method(s) that will be in place demonstrating labor costs are not being double billed for nutrition program meals and special function meals. The Contract is a Fixed Price per meal contract. Therefore, no labor costs are charged to the SFA for special function meals.
4. Fee Structure and Payments: The FSMC shall have the exclusive right to operate the SFA food service program for the sole benefit of the SFA, students, faculty, staff, invited guests and other persons

designated by the SFA, and not as a source of profit to the FSMC, other than from the Fee Per Meal Type that it receives under this agreement. [Meal Equivalency](#)

a. [Rate as provided by MT OPI](#)

	<b>Adult Lunch Price</b>	<b>Adult Breakfast Price</b>
Federal Free Reimbursement	\$4.45	\$2.84
Performance Based Reimbursement	\$0.09	
Value of USDA Foods	\$0.45	
<b>Total</b>	<b>\$4.99</b>	<b>\$2.84</b>

- b. The Meal Equivalent Factor shall be utilized in determining equivalent meals for a la carte sales, adult meals, concessions and other non-reimbursable sales or sales accruing from the SFAs internal catered events.
- c. The FSMC must convert all receipts from non-reimbursable sales to equivalent meals. Charges to the SFA will be made at the meal equivalent fee according to the following formula:
  - i. Amount SFA is to be billed for non-reimbursable sales = (total non-reimbursable sales) / (meal equivalent factor) (X) meal equivalent fee
- d. The FSMC shall bill the SFA for the total meals served based on the fixed price fees determined within the agreement listed in Exhibit R. The FSMC bill shall be accompanied by documentation for the SFA to support claims for reimbursement.
- e. Direct operating expenses to be paid by the FSMC are specified in Exhibit H, Division of Costs for the Food Service Program and are included as part of the fee per meal indicated in Exhibit R.

5. Nonprofit School Food Service Account:

- a. The SFA will maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and the limitations on any competitive school food service as set forth in 7 CFR 210.11 [7 CFR 210.19(a)(1)]
- b. The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the non-profit school food service account, e.g., pricing for all reimbursable meals, A la Carte service (including vending machines), and adult meals. 7 CFR 210.16(a)(4)
- c. The FSMC shall not have access to the school food service account nor be required to have access to, deposit into, or withdraw any monies in relation to the SFAs school food service account.
- d. All income accruing to the SFA from the food service program shall remain in the food service program. In addition to accruing to the non-profit school food service account, income must

accrue to, remain in the account and only be reinvested back into the Sponsor's food service program

- e. If reimbursement from OPI is denied as a direct result of the FSMCs failure to comply with the provisions of this agreement, the FSMC shall reimburse the SFA for the amount to which it would otherwise have been entitled.

6. Labor Costs: The fixed price must include all labor and expenses as shown below. These expenses may not be charged back to the SFA in any other manner.

- i. Menu development specific to the operation
- ii. Nutrition education materials and program expense
- iii. Design services specific to the operation
- iv. Education program via assembly programs, school room programs, parent/teacher meetings, and school food advisory committee meetings
- v. Personal representation, visitation, and coverage on a regular basis
  - 1. by a principle of FSMC
- vi. All accounting
- vii. All payroll costs and documentation
- viii. Administrative dietetic, nutritional, sanitation, and personnel advice
- ix. All costs incurred in hiring and relocating, if necessary, the FSMC
  - 1. management team
- x. All training costs for FSMC employees
- xi. All miscellaneous costs to operate the program, i.e., consumable
  - 1. marketing materials
- xii. One-time performance bond, if applicable

7. Feed adjustments: The per-meal charge and other charges by the FSMC may be reviewed annually, in April, or at other times by mutual agreement of the parties and adjusted through negotiation. The negotiated per meal charges and other charges shall be based on the change in the Consumer Price Index (CPI)\*.

- a. \*The Consumer Price Index to be utilized for all fee adjustments is to be specified in this contract and must be consistent with the CPI quoted in the RFP. The Annual Consumer Price Index for All Urban Consumers: Food away from home is the index of preference by USDA. Adjustments are prescribed each July 1, based on changes in the Food Away From Home series of the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor.

8. Purchasing:

- a. This is a Fixed Price per Meal Fee Contract.
- b. All claims and demands submitted by the FSMC must be accompanied by documentation which supports all costs and fees claimed and must identify discounts, rebates, and other applicable credits allocable to the contract.
- c. Any silence, absence or omission from Contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that

only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

9. Certification of Independent Price Determination: This is a statement regarding noncollusion. This certification may be through the use of a Certification of Independent Price Determination as an Exhibit, or an Appendix, or by a Contract statement.
- a. The prices in this Contract have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

10. Nondiscrimination:

- a. Both the SFA and FSMC will conform with all civil rights requirements as outlined in the USDA Nondiscrimination Statement below:

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 AD3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.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:

**b. mail:**

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW Washington, D.C.  
20250 9410; or

**c. fax:**

(833) 256-1665 or (202) 690-7442; or

**d. email:**

[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.

11. Assurance of Civil Rights Compliance:

- a. The Selected FSMC and local agency hereby agrees that it will comply with:
  - i. i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- b. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- c. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  - ii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- d. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
- e. 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.

- f. By incorporating this assurance into this Agreement, the Selected FSMC and local agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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 Selected FSMC and local agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

## 12. Claim Liability

- a. The FSMC will accept liability caused by the FSMC's negligence for claims assessed as a result of federal and state reviews/audits, corresponding with the SFA's period of liability.
- b. The FSMC will accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods

13. Unallowable Costs: The SFA will not allow any value-added items that are not necessary for the operation and improvement of the food service, including, but not limited to scholarships, gifts, gift cards, event tickets, grants, and catering accounts per 7 CFR 210.14(a).

## **Section H: Other Provisions**

1. Services Sites, Service Locations and Specific Meal Types: See Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit L
  - a. The SFA must name all possible sites including other outside districts, private schools, charter schools, attendance centers, stand-alone schools or otherwise in the RFP. The addition of such schools, sites or locations after the original contract has been awarded will constitute a material change therefore requiring a re-bid of contract.
2. Type of Meal Programs the FSMC shall provide to SFA the following meal types and programs as specified in Exhibits. See Exhibits B, Exhibit C, Exhibit D and Exhibit L

The FSMC on behalf of the SFA shall manage and operate the school food service program. The SFA shall be responsible for establishing and notifying parents and guardians of program criteria for providing free and reduced priced meals for eligible students. It shall be the joint responsibility of SFA and the FSMC to protect the anonymity of children receiving free or reduced-price meals and to establish methods for ensuring such anonymity.

3. Free and Reduced-Price Meal Policy and Process
  - a. The SFA must maintain responsibility for the implementation of free and reduced price policy in accordance with 7 CFR 245 [ecfr.gov]. Responsibilities include conducting hearings related to such determinations and verification of applications for free and reduced-price meals
  - b. The SFA will adopt and utilize the State Agency's Free and Reduced-Price Policy Statement and is ultimately responsible for Free and Reduced-Price Meal Benefit Issuance, Verification, Nondiscrimination Practices, Hearing Procedures and all related materials.

- c. The SFA may **NOT** delegate the following responsibilities to the FSMC: adoption and oversight of Free and Reduced-Price meal policy, hearing official, claim contact, including claims data input, signing or submission of electronic claims for reimbursement, on site reviews of counting and claiming procedures.

[Eligibility Manual for Schools](#)

If applicable, the FSMC shall maintain and provide all records that are needed for any Sponsor-to-School Agreement and or Vended Meals Agreement between the SFA and other Child Nutrition Program operators to support the Private School's claim for reimbursement under the National School Lunch Act, Child Nutrition Act, and The Healthy Hunger-Free Kids Act.

- a. The SFA must identify if there are any agreements with other schools in the RFP by listing them as sites and service locations, as per section H(1)(a) [Nutrition Education](#): The SFA may require the FSMC to provide or assist with nutrition education. The SFA must provide clearly outlined responsibilities for the FSMC on Nutrition Education.

Example Inclusions:

- a. FSMC to provide nutrition education materials including but not limited to signage for display in the cafeteria on what constitutes a reimbursable meal, proper portion sizes, offer vs serve selection of food items that comprise a reimbursable meal, food service promotional materials, meal pricing and monthly meal calendars, Breakfast in the Classroom instruction for staff and students.
- b. FSMC will assist and coordinate with SFA on classroom instruction pertaining to Farm to School activities as needed, support outreach to local producers for educational opportunities for cafeteria visits or farm tours,
- c. FSMC will incorporate nutritional educational signage of food items served in meal programs, nutritional value, where food items are being sourced if local or regional in proximity.
- d. FSMC will train staff on requirements of SFAs request of nutritional education materials and activities to support the local school wellness policy See Exhibit P

4. [Farm to School](#):

SFAs may indicate its definition of local and prior relationships with local vendors, farmers, or producers; if there are school gardens or farms that grow for the cafeteria; or if there is a desired percentage of the total food budget that the SFA wants to spend on local foods. If supporting local producers or augmenting a district's farm to school efforts are priorities, then the district should include these goals in the solicitation for an FSMC. Farm to school may also be included in the Local School Wellness Policy to support health and nutrition goals of the SFA

FSMCs can be part of farm to school efforts in many ways including collaboration with school garden coordinators to help promote garden education in the cafeteria, purchase foods being produced in the school garden(s)/farm(s), source products that meet the SFA's geographic preference, work with producers and/or distributors that meet the SFAs geographic preference, and support school gardening and other farm to school educational activities with nonprofit food service account funds if those activities can improve school food service operations.

Example Inclusions:

- a. The FSMC shall engage in MT Farm to School initiative through participation in the MT Harvest of the Month Program to connect schools (K -12) with MT local growers and ranchers to serve healthy meals using locally produced foods.
  - b. The FSMC shall produce a monthly report documenting the percentage of food budget utilized for MT grown or raised products including the local farm source, the product(s) purchased, and the value of the products purchased on behalf of the SFA.
  - c. FSMC will support the school garden when applicable such as incorporating school garden foods into school program meals, composting or nutrition educational signage
  - d. FSMC will support the SFAs effort in the procurement of unprocessed or minimally processed food items with local vendors as well as support the use of MT value-added products available through USDA entitlement and Food Distribution program. (SFA must define the term local)
  - e. The SFA actively participates in funding opportunities as they come available that include but not limited to Supply Chain Assistance (SCA) and Local Food for School and Child Care Cooperative Agreements (LFSCC). In the event the SFA is awarded funds of this nature for the procurement of local and/or unprocessed and minimally processed food items the FSMC will seek vendors meeting the criteria of the funding opportunity. The FSMC will procure food items that meet the criteria on behalf of the SFA. The SFA will pay the FSMC for any invoice from any vendor that meet the criteria. The FSMC will provide documentation to support such purchases by way of invoices, receipts, or statements that are at least equal to the funds paid to the FSMC and may take various and differ forms from traditional documentation. The FSMC will not procure food items on behalf of the SFA that exceed the aggregated total award amount. The SFA and FSMC will comply with all terms and conditions of such awards should they occur. See Exhibit P
5. Geographic Preference: SFAs may apply geographic preference and local as a specification when soliciting procurement. The SFA may use geographical preference as a defined scoring advantage. The SFA must clearly define the term “local” when used as a specification. 7 CFR 210.21(g)(1)-(2). See Exhibit P
6. Revenue from nonprogram foods (Catering, concessions and fundraisers): 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 use does not interfere with the operation of the school lunch and/or breakfast and/or special milk and/or after school care snack programs, and is in compliance with State and Federal laws. SFA may request the FSMC to take responsibility of other food service operations such as catering, concessions, vending machines and fundraisers. Information on product cost and revenue generated from the sale of non-program foods must be provided for the state agency to confirm compliance. The information must include food cost of reimbursable meals, food cost from non-program foods, revenue from non-program foods and total revenue. The SFA must ensure that the revenue generated from the sale of nonprogram food complies with requirements of 7 CFR 210.14(f) See Exhibit P
7. FSMC Employees: If the FSMC shall provide qualified management employees and nonmanagement employees to facilitate and work in the Food Service operation the SFA must specify the following:  
**See Exhibit S**

- a. Conditions of FSMC Management of Employees: The manager provided by the FSMC is responsible for the overall management of the SFA's Food Service operation. However, the SFA has final approval authority for the FSMC's Food Service Manager. The SFA and FSMC must follow the professional standards for state and local school nutrition programs personnel as required by the Healthy, Hunger-Free Kids Act of 2010 which establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch Program and School Breakfast Program.
- b. The FSMC shall instruct its employees to abide by the policies, rules and regulations with respect to use of SFA premises as established by the SFA and furnished in writing to the FSMC.
- c. The FSMC shall maintain its own personnel policies and fringe benefits for its employees subject to review by the SFA. The FSMC shall provide the SFA with a list of its personnel policies.
- d. Personnel Obligations: Each party hereto shall be solely responsible for employees on its respective payroll, including responsibility for recruitment, employment, promotion, transfer, layoff, and termination. With the following inclusions:
1. Training requirements: The FSMC must provide documentation to the SFA to show compliance with the annual training requirements of the Professional Standards Final Rule. Such documentation shall include training hours and topics completed by the employees of the FSMC. All training costs incurred by the FSMC shall not be passed on to the SFA and are the responsibility of the FSMC.
  2. Drug-free workplace: all employees working in the food service program shall comply with the SFA's policies dealing with drug-free workplace and the use of tobacco products.
  3. Safety: The SFA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts herself/himself in a manner which is detrimental to the physical, mental, or moral wellbeing of students or of the SFA's personnel. If such removal does not take place within one week of the receipt of the request, a meeting shall be held immediately to resolve the issue. In the event of the removal or suspension of any such employee, the FSMC shall restructure its staff without significant disruption in service and hire new individuals, if applicable, back to the initial agreed upon staffing plan/pattern. **See Exhibit S**
8. Inventories of Donated USDA Foods, Food, Beverages, and Supplies: SFA will determine the frequency at which USDA Foods, food, beverages and supply inventory will be assessed and reports submitted. Upon award, the SFA will supply the FSMC with detailed description of inventories. Inventory of items to be developed and provided by SFA. Upon termination the FSMC must return all unused USDA foods. **See Exhibit P**

9. Inventories and Division of cost of Equipment and Small Wares: SFA will determine the division of cost of equipment and small wares. The SFA will supply the FSMC with detailed description of equipment and small wares inventories. Inventory of items to be developed and provided by SFA. **See Exhibit H**
10. Information Technology Systems: FSMC shall provide, install, deploy into production, operate and maintain and support an information technology system (the "IT System"). The IT System may include, but is not limited to, hardware, owned and licensed software and systems support necessary for the operation of SFA's Food Service Programs. SFA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System. The FSMC's IT System shall be included in the fixed-price fee and provide the following services: **SFA to include details regarding:**
- a. expected functionality of IT services
  - b. performance of IT services required
  - c. utility of IT services needed
  - d. support services provided by IT
11. Office Facilities: The SFA, at SFA's expense, shall provide the FSMC office facilities for the Food Service director. The FSMC shall take care of the office facilities and return them to SFA upon termination of the Contract in good condition, ordinary wear and tear excepted.
12. Use of SFA Facilities: FSMC will not use SFA's facilities to produce food, meals, or services for other organizations unless approved in writing by SFA. If such usage is mutually acceptable, SFA and FSMC will enter into a separate signed agreement which stipulates the fees to be paid by FSMC to SFA for such facility usage. Facility usage will include use of equipment, utilities, and Agency provided services. Such signed agreement will be subordinate to the terms of this Agreement, and any conflict between such agreement and this Agreement will be resolved in favor of this Agreement. Any such agreement will include a requirement that Program food, including USDA Foods, be stored separately and used only for the program.
13. Licenses Permits and Vended Meal Services: The SFA shall obtain and keep in effect all Federal, State, and local licenses required for the operation of the food service program. Such licenses shall be posted in a prominent place within the food service area as required by law or regulation.
- a. The SFA shall obtain State or local health license(s) for any of its facilities, in which meals will be prepared for the SFA's food service programs. Per CFR 210.13 (b) Food safety inspections: Schools shall obtain a minimum of two food safety inspections during each school year conducted by a State or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted and provide a copy of the inspection report to any member of the public upon request. The SFA is ultimately responsible for ensuring that its sites have been inspected by a local county sanitarian at least twice per school year. The SFA shall be compensated for any fines assessed by the regulatory agency that result from negligence on the part of the FSMC or any employees supervised by the FSMC.
  - b. If the FSMC prepares food or meals for the SFA at a facility not on the SFA's premises or any vended meals to a third party Sponsor, per a Vended Meals Agreement per Section H: Other

Provisions (5) of this contract, the FSMC must obtain State or Local Health Licenses for said facility for the duration of this contract and provide proof of such License to the Sponsor prior to any delivery of food to the Sponsor or Vended Meals Agreements.

14. Sanitation: The FSMC shall be responsible for cleaning and sanitation of the premises.
- a. The FSMC shall be responsible for housekeeping and sanitation in food preparation areas, storage areas, serving areas, and shall clean and sanitize dishes, pots, pans, utensils, equipment and similar items.
  - b. SFA shall be responsible for cleaning and sanitation of dining area tables between serving periods, floors and walls, ceilings, ceiling fixtures, air ducts, hood vent systems (as per local ordinance) all windows and restrooms; shall provide and maintain adequate fire extinguishing equipment for the premises; shall provide necessary pest control; and shall be responsible for removal of refuse from refuse collection areas.
  - c. The FSMC will develop and follow the Hazard Analysis Critical Control Point (HACCP) standards.

15. Maintenance: The SFA shall, at SFA's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and equipment, except to the extent the FSMC is required to provide maintenance hereunder.

Condition of Premise and Equipment: The Premises and equipment provided by SFA for use in Food Service operations shall be in good condition and maintained by SFA to ensure compliance with applicable laws concerning building, sanitation, safety and health, including the Federal Occupational Safety and Health Act of 1970 and applicable state laws and standards promulgated thereunder. SFA agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of SFA and shall be at SFA's expense. SFA will be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC. All food preparation and serving equipment owned by SFA will remain on the premises of SFA and will always remain the property of SFA. FSMC will surrender to SFA, upon termination of this Agreement, all equipment and furnishings owned by SFA in good repair and condition, and only as reasonable wear and tear expected.

If the FSMC Proposal includes additional equipment or building modifications, the FSMC must provide a plan detailing costs, descriptions, and locations. The SFA shall be responsible for the purchase, delivery, and installation of such equipment. The FSMC shall use SFA facilities only for SFA-approved business.

The FSMC shall replace expendables (e.g., small wares and utensils) as an SFA expense. Ownership of all expendables, non-expendable supplies, and capital equipment shall remain with the SFA. The FSMC shall take all reasonable measures required by the SFA to protect such property against destruction or loss by pilferage.

16. Transportation Equipment and Vehicle: SFA shall provide vehicles and equipment required for the safe and sanitary transportation of food, supplies, lunches, and breakfasts unless other arrangements have been agreed upon by the SFA and FSMC.

17. Payments to the FSMC: as related to food and supply inventories upon termination of contract. See Exhibit P

18. Payments to the SFA: as related to food and supply inventories upon termination of contract. See Exhibit P

19. Guarantees: The SFA and FSMC shall work together to ensure a financially sound operation.

20. Assumptions: Fee adjustments are not permitted unless provided for within the agreement. **If the contract requires changes, there must be State Agency review and approval prior to initiating the amendment.** Financial terms of this Agreement are based upon existing conditions, when these assumptions change the agreement may either (i) be terminated by either party at the end of the current term; or (ii) continue under the same terms as written.

The following changes in assumptions are permissible but must refrain from material changes and require State Agency approval upon amendment at the end of the current term:

- a. Unanticipated decline in enrollment
- b. Lowering of Federal reimbursement rates

21. Division of Costs: The SFA, at its expense, shall provide at its premises electricity, gas, water and other utilities, ventilation, security service, telephone service, internet access service, janitorial supplies, office equipment, fire and extended coverage insurance and real and personal property taxes on all of SFA's property. SFA to adjust obligations as appropriate to Contract. **See Exhibit H**

22. Taxes: SFA shall be responsible for reporting all sales resulting from the operation of the food service program. The SFA is exempt from any and all sales and other taxes that might be assessed on the Food Service Operations. The FSMC is considered a subcontractor and will not be held accountable for any sales tax resulting from the direct sales of the food service operations. The FSMC will be responsible for all employee-related taxes and the FSMC's city, state or federal income taxes

23. Worker's Compensation Insurance: Each party shall maintain worker's compensation as required by state law covering all of its employees employed in connection with the Food Service operations.

24. Comprehensive or Commercial Insurance: The FSMC shall maintain during the term of the Contract, for protection of SFA and the FSMC, commercial general liability insurance in the combined single limit of not less than Five Million Dollars (\$5,000,000) for each occurrence, including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and products liability, covering only the operations and activities of the FSMC under the Contract and shall provide SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be cancelled without thirty (30) days prior written notice of cancellation. SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent SFA is indemnified pursuant to the Property Insurance section. The insurer providing coverage shall acknowledge the Waivers of Recovery contained in the Waiver of Recovery section.

25. Waiver of Recovery: Except as otherwise provided herein, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies only to the extent such losses are actually paid by such insurance.

Notwithstanding any other provision of this Contract, neither party waives its ability to recover from the other party for damages caused by the reckless or intentional misconduct of the employees for which recovery can be had.

26. Property Insurance: SFA shall keep SFA's buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance policies. The insurer providing coverage shall acknowledge the Waivers of Recovery contained in the Waiver of Recovery section.

27. Indemnity: Except as provided in Section Waiver of Recovery, the FSMC and SFA shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorney's fees and court costs which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under the Contract. Notwithstanding any other provision of this Contract, neither party waives its ability to recover from the other party for damages caused by intentional, tortuous conduct of the employees or agents of the other party not covered by any insurance policy of the aggrieved party. This clause shall survive the termination of the Contract.

28. Trade Secrets and Proprietary Information: During the term of the Contract, the FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, financial statements, management guidelines and procedures, operating manuals, software (both owned by and licensed to FSMC), computerized data bases and similar compilations ("Trade Secrets"). SFA shall not disclose any of the FSMC's trade secrets or other proprietary information, directly or indirectly, during or after the term of the Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other proprietary information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Contract. All data records shall be turned over to the SFA upon termination of the Contract.

29. Assignment: The Contract may not be assigned by either party without the written consent of the other party.

30. Catastrophe: Neither the FSMC nor SFA shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

31. Amendments to Contract: All provisions of the Contract shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or

delete any provision. The Contract may not be changed other than by an agreement in writing signed by the parties hereto.

The Montana Office of Public Instruction must evaluate all proposed amendments to the contract and will approve only those amendments that are consistent with regulations and policy and are not considered “significant”.

32. Entirety of Contract: This Contract, its attachments, exhibits, and other documents specifically incorporated by reference herein, contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

**Signature page below**

**SIGNATURES OF AGREEMENT**

By submission and acceptance of this proposal both parties certify that they have not exchanged any gratuities, favors nor anything of monetary value. Furthermore, is done so without prior understanding, agreement, or connection with any other offeror submitting a proposal for the same type of service and is in all respects fair and without collusion or fraud.

This Agreement; all sections of the Agreement; all terms and conditions; and all exhibits, addendums and attachments, including any additional addendums mutually agreed to by both SFA and FSMC will be incorporated into this awarded contract.

IN WITNESS WHEREOF, the parties hereto have entered this Contract as of the date signed by all parties or the first day of the term, whichever is later.

**School Food Authority**

BY: \_\_\_\_\_

Name: SFA Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**Food Service Management Company**

BY: \_\_\_\_\_

Name: FSMC Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**State Agency Approval**

Authorized Representative: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

**THIS AWARD REMAINS SUBJECT TO STATE AGENCY APPROVAL. SEE  
EXHIBITS  
As Needed and Referenced**

**EXHIBITS**  
**As Needed and Referenced**

**SFA Exhibits A-M**

Exhibit A	School Food Authority Profile
Exhibit B	21-Day Cycle Menu
Exhibit C	Additional Summer Food Service Program Specifications
Exhibit D	Fresh Fruit and Vegetable Program Requirements
Exhibit E	Participation for Prior School Year
Exhibit F	Price Schedule for Current School Year
Exhibit G	Financial Operating Statements for Prior Two Years
Exhibit H	Division of Costs for the Food Service Program
Exhibit I	Division of Responsibilities for the Food Service Program
Exhibit J	SFA Policies Impacting the Food Service Program
Exhibit K	Contract Award Criteria and Weights
Exhibit L	Meal Patterns in Child Nutrition Programs
Exhibit M	Product Specifications

## ***Exhibit A – School Food Authority Profile***

1. SFA Name: Laurel School District #7 & 7-70
2. SFA Address: 606 South 5<sup>th</sup> Street  
Laurel, MT 59044
3. SFA Contact Name: Matthew Torix
4. SFA Contact Phone Number: 406-628-3360 Ext. 3356
5. SFA Contact E-Mail: matthew\_torix@laurel.k12.mt.us
6. School Year Begins: August 25, 2026 School Year Ends: May 27, 2027

**7. Schools and Students:**

<b>School Type</b>	<b>Number of Schools</b>	<b>Grade Range</b>	<b>Enrollment</b>
Elementary School(s)	2	K-4	637
Middle/Jr. High School(s)	1	5-8	514
Sr. High School(s)	1	9-12	561
Alternative School(s)	N/A	N/A	N/A

**8. Employees:**

<b>Employee Type</b>	<b>Total Number</b>	<b>Full-Time</b>	<b>Part-Time</b>
Instructional	123	122	1
Food Service	12	11	1
Other	144	100	44

**Exhibit A - SFA Profile, continued**

**9. Food Preparation System** - *Indicate the number of food preparation sites that fit each of the following categories.*

0 Self-contained serving kitchens: Meals are prepared in a kitchen located at the serving site.

1 Base or central kitchen: Meals are prepared and transported to serving sites.

3 Finishing kitchen: Some components of the meals are prepared at a base or central kitchen and transported to the finishing kitchen site. Some food preparation is done at this site.

Other (describe) N/A

Meals shall be prepared and delivered in accordance with all applicable health regulations. Preparation will occur at current locations or other sites proposed by the FSMC and approved by the District. The FSMC is responsible for the health certification of any off-site facility, while the District ensures certification for its own facilities.

The cost of transporting meals from preparation sites to schools is a direct operating cost.

The District will not pay for meals that:

1. Are spoiled at the time of delivery;
2. Fail to meet USDA specifications for the National School Lunch, School Breakfast, or Summer Food Service Programs; or
3. Otherwise fail to fulfill contract requirements.

**10. Food Delivery System** Meals are delivered to the two elementary schools and the high school from the base kitchen located at Laurel Middle School by a district employed van driver. Delivery times are as follows:

8:45 am - Pick up food from middle school and deliver to HS, Elementary and Intermediate (Elem- the next day's lunch and the next day's breakfast, HS the trays and any items needed for the day or week)

**11. Menu Planning System** – include USDA Food-Based Menu Planning, any special and dietary exceptions that will be accepted by the SFA to meet students' needs/requirements

The FSMC shall provide daily reimbursable meals (lunches, breakfasts, or snacks qualifying for USDA reimbursement) for a 178-day school year at all levels (Elementary, Intermediate, Middle, and High School). FSMCs must use the following 2023-25 average meal counts to construct the financial pro forma:

- **Lunch Meals:** 122,741
- **Breakfast Meals:** 44,343

The District will continue using the Component-Based menu planning option. The FSMC shall recommend service methods and portion sizes that meet or exceed USDA National School Lunch and Breakfast Program requirements, subject to District approval. Any deviations from specified prices must be noted in the proposal; the FSMC may not alter prices without prior approval from the Board of Trustees.

The FSMC may provide a la carte items (individual items sold separately or as part of program meals) each school day at all locations.

**12. Other Meal Program Information**

The District reserves the right to cancel or shorten school days or change food service locations. The District will provide the FSMC with 24-hour notice for non-emergency situations and as much notice as possible for emergency closures.

The FSMC shall properly utilize the District's USDA Foods entitlement (including commodities, letters of credit, or cash-in-lieu). These foods are restricted to the nonprofit school food service and may not be used for outside functions, such as catering. The FSMC and District will agree on a method to credit the value of all USDA Foods to the District.

Meals may be prepared on-site or off-site. Food must be appealing, palatable, and served with a texture, appearance, and temperature appropriate to the item.

**13. Names and Types of Food Service Sites - Check ALL categories that apply to each site.**

Food Preparation or Serving Site Name	Self-Contained Kitchen	Base or Central Kitchen	Finishing Kitchen	Satellite School	Students Walk or Bused To Serving Site
Elementary School	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intermediate School	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Middle School	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High School	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Daily Meal Requirements** At a minimum, all programs must include daily choices of:

- **Fruit:** Fresh or canned
- **Vegetables:** Fresh or frozen
- **Bread:** Whole grain items
- **Milk:** Whole, reduced-fat (2%), low-fat (1%), and fat-free fluid milk and lactose-free fluid milk

## Entree Choices

- **Elementary & Intermediate Schools:** At least 1 main entree choice daily.
- **Middle & High Schools:** At least 2 main entree choices daily.

## 14. Serving Times/Program –

NSLP/ SBP Location	Eligible December 2025	Lunch Serving Time	Breakfast Serving Time	Grades	NSLP	SBP	Method*
Elementary	385	11:10 12:30	7:45 – 8:20	Kinder Boost - 2	Yes	Yes	Satellite
Intermediate	366	11:00- 12:30	7:45 – 8:05	3-5	Yes	Yes	Satellite
Middle	378	M,T, T, F- 11:52-12:37  W – 11:21-12:06	7:30 – 8:10	6-8	Yes	Yes	Self Contained
High	530	M,T, T, F - 12:13-12:58  W 11:19-12:04	7:30 – 8:15	9-12	Yes	Yes	Satellite

ADP = Average Daily Participation

NSLP = National School Lunch Program

SBP = National School Breakfast Program

SFSP = Summer Food Service Program

Method of service:

- Self-Contained Kitchen – preparing food for self

## Exhibit A - SFA Profile, continued

15. **Additional Programs** (as appropriate) - The SFA provides food service in addition to the school lunch, school breakfast, after school care snack program and special milk programs. Below are those programs for which the CONTRACTOR must provide food service:

- A. Summer Food Service Program – The Summer Food Service Program is located at the Laurel Middle School Cafeteria. It ran from June 16 through August 15. In June, a total of 745 Students ate lunches, and 604 students total for the months of July and August.  
*See additional requirements in Exhibit C*

- B. Fresh Fruit and Vegetable Program – Laurel Schools do not offer a fresh fruit and vegetable program. *See additional requirements in Exhibit D.*
- C. Child and Adult Care Food Program\* – Laurel Schools do not offer the Child and Adult Care Food Program. *\*CACFP is not an offered program through MT OPI*

**16. Revenue from Nonprogram Foods** *The SFA provides food service in addition to the school lunch, school breakfast, after school care snack program and special milk programs. Below are those programs for which the FSMC must provide food service:*

Must adhere to [7 CFR 210.14\(f\)](#) requirements

- A. Catering Services – N/A
- B. Concession Services – N/A – Concessions are run by the Local Booster Club.
- C. Vending Machine Services – Vending machines are provided by a vendor. Profits go to the school where the vending machine is located.
- D. Fundraising Opportunities – N/A
- E. Other Meal Services -The FSMC (Contractor) shall provide meal service at special functions at schools during the year as requested by the District. The prices and items to be served will be negotiated between the FSMC (Contractor) and the District. The FSMC (Contractor) shall not double bill the District for labor costs used to prepare program and special function meals.

## **Exhibit B - 21-Day Cycle Menu**

A sample 21-Day menu must be provided by the contractor. Each menu must meet the meal requirements specified in 7 CFR 210.16(b)(1). All menus shall meet the standard meal pattern and latest dietary guidelines as set by USDA.

**IMPORTANT:** The FSMC must adhere to the menu cycle and portion sizes specified in Exhibit B for the first twenty-one (21) days of meal service. Changes thereafter may be made with approval from the SFA.

***If the SFA is unable to develop the 21-day cycle menu, the bidder may develop and provide one with prior approval from the OPI.***

The first day of meal service that the FSMC will begin providing meals August 25, 2026.

**Exhibit B – 21-Day Cycle Menu**

**Program:**

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Summer Food Service Program

**Program:**

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program

**Meal:**

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>
1.					
2.					
3.					
4.					
5.					
6.					

**Exhibit B – 21-Day Cycle Menu**

**Program:**

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Summer Food Service Program

**Program:**

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program

**Meal:**

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>
7.					
8.					
9.					
10					
11					
12					

**Exhibit B – 21-Day Cycle Menu**

**Program:**

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Summer Food Service Program

**Program:**

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program

**Meal:**

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>
13					
14					
15					
16					
17					
18					
19					

**Exhibit B – 21-Day Cycle Menu**

**Program:**

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Summer Food Service Program

**Program:**

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program

**Meal:**

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>
20					
21					

## Exhibit C – Summer Food Service Program (SFSP) Specifications

### The standard FSMC contract including SFSP meals must provide that:

- All meals prepared by a FSMC shall be unitized, with or without milk or juice, unless the SFA submits to MT OPI a request for exceptions to the unitizing requirement for certain components of a meal. These requests shall be submitted to the MT OPI in writing in sufficient time for MT OPI to respond prior to the SFA's advertising for bids. MT OPI shall notify the SFA in writing of its determination in a timely manner. 7 CFR 225.6(l)(3) See Exhibit L.
- A FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meals per 7 CFR 225.6(h)(2)(ii) and 7 CFR 226.21(e).
- The SFA shall provide to the FSMC a list of MT OPI-approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under § 225.6(h)(2), and shall notify the food service management company of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract. 7 CFR 225.6(l)(2)(iii)
- The FSMC must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. It must ensure that health and sanitation requirements are met at all times. In addition, the food service management company must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency. 7 CFR 225.6(l)(2)(v)
- The FSMC shall be paid by the SFA for all meals delivered in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement. 7 CFR 225.6(l)(2)(ix)
- Meals shall be delivered in accordance with a delivery schedule prescribed in the contract. 7 CFR 225.6(l)(2)(x)
- Increases and decreases in the number of meals ordered shall be made by the sponsor, as needed, within a prior notice period mutually agreed upon. 7 CFR 225.6(l)(2)(xi)
- All meals served under the Program shall meet the requirements of § 225.16; 7 CFR 225.6(l)(2)(xii). FSMC shall serve reimbursable meals that comply with the Summer Food Service Program meal pattern requirements in 7 CFR 225.16(d). Refer to Exhibit L. The FSMC contractor shall bill the SFA for SFSP meals per Exhibit F
- In cases of nonperformance or noncompliance on the part of the FSMC, the FSMC shall pay the SFA for any excess costs which the SFA may incur by obtaining meals from another source. 7 CFR 225.6(l)(2)(xiii)
- In the event the SFA is approved and elects to operate non-congregate meal service the FSMC must meet the requirements in accordance with 7 CFR 225.16(b)(5). A sponsor of a site must have the administrative capability; the capacity to meet State and local health, safety, and sanitation requirements; and, where applicable, have adequate food preparation and holding facilities to be approved to serve non-congregate meals. SFAs and FSMC that are approved to provide non-congregate meals in rural areas with no congregate meal service shall comply with 7 CFR 225.16(b)(5)(i)-(iv)
- The FSMC shall comply with the appropriate bonding requirements, as set forth in §225.15(h) (5)-(7) for FSMC contracts with bids and contracts over the small purchase threshold of \$80,000 for Summer Food service.

A bid bond is not less than 5 percent nor more than 10 percent as determined by the sponsor. A copy of the bid bond shall accompany each bid. Any food service management company 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 \$150,000. The FSMC must furnish a copy of the performance bond within ten days of awarding the contract.

- The FSMCs shall have obtained a performance bond in an amount not less than ten percent nor more than twenty-five percent of the value of the contract. Sponsors shall require the FSMC to furnish a copy of the performance bond within ten (10) days of the awarding of the contract.
- The FSMC shall obtain performance bonds only from surety companies listed in the current Department of the Treasury Circular 570.

***Contracts with Sponsors expected to receive more than \$80,000.00 in SFSP Payments:***

- *OPI shall have a representative present at all FSMC bid openings.*

**Name the site where Summer Food Serve Program will be offered, type of meal, anticipated participation of each site and whether each site will be Congregate or Non-congregate service**

Summer Food Service Program Food Preparation or Serving Site Name	Breakfast	# of Brkfst	Lunch	# of Lunch	Snack	# of Snack	Congregate	Non- Congregate
Middle School	<input type="checkbox"/>		<input checked="" type="checkbox"/>	1,382	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

## Exhibit D – Fresh Fruit and Vegetable Program (FFVP) Requirements

The Fresh Fruit and Vegetable Program (FFVP) is a USDA-funded program that provides free fresh fruits and vegetables to children in participating elementary schools throughout the school day. *SFA must qualify to operate FFVP*

The goal of the FFVP is to:

- Create healthier school environments by providing healthier food choices.
- Expand the variety of fruits and vegetables children experience.
- Increase children’s fruit and vegetable consumption.
- Create an opportunity to provide nutrition education.
- Positively influence children's life-long eating habits.

All FFVP costs must be allowable, actual costs and fully documented. Labor costs must be reported by and to the SFA in a manner that clearly identifies the actual time allocated to the FFVP. All Labor costs either operating or administrative must be minimal. The SFA shall verify that the FSMC operates the FFVP in compliance with all USDA FNS standards.

- The FSMC will document and track FFVP expenses separately and make this documentation easily accessible to the SFA, OPI or USDA for review. All non-food costs must be carefully reviewed and deemed reasonable, given the extent of the FFVP operations.
- The FSMC will provide the SFA with documentation that clearly outlines the allocation of costs charged to the FFVP as a basis for the SFAs claim for reimbursement. (i.e., amounts charged for labor, administrative fees, and actual costs of fresh fruits and vegetables, etc.) This is a contract requirement even if a fixed fee for FFVP is agreed upon.
- *A FFVP cycle menu based on USDA FNS guidance should be submitted with this RFP to the SFA and used in scoring the FSMC.*
- Identify all SFA and FSMC roles and responsibilities in the FFVP Service.
- [USDA Fresh Fruit and Vegetable Handbook](#)

	<b>Allowable Items</b>	<b>Unallowable Items</b>
1	Whole or Sliced Fruits	Fruit Juice
2	Vegetable Dips	Processed Produce
3	Whole or Sliced Vegetables	Sending Food Home
4	Cooled Fresh Vegetables	Fruit Dips and Smoothies
5	Pre-Cut + Pre-Sliced Produce	Nuts and Trail Mix

**EXHIBIT E – PARTICIPATION FOR PRIOR SCHOOL YEAR  
School Year 2024-25**

<b>Table 1 – Student Lunch Participation by School Type</b>					
School Type A	Total Lunches Served for Year B	Total Serving Days for Year C	Average Daily Participation B/C = D	Total Enrollment E	Average Daily Participation Percentage D/E = F
Elementary School(s) (2)	43,865	174	252	389	64.81%
Intermediate School	28,398	175	162	248	65.43%
Middle/Jr. High School(s)	41,908	176	238	514	46.33%
Sr. High School(s)	13,308	176	76	561	13.48%
Sponsor-Wide	127,479		728	1,712	42.53%

<b>Table 2 – Number of Lunches by Income Category</b>				
School Type A	Total Lunches Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)	43,865	19,922	0	23,943
Intermediate School	28,398	12,901	0	15,497
Middle/Jr. High School(s)	41,908	19,354	2,559	19,995
Sr. High School(s)	13,308	7,018	330	5,960
Sponsor-Wide	127,479	59,195	2,889	65,395

<b>Table 3 – Student Breakfast Participation by School Type</b>					
School Type A	Total Breakfasts Served for Year B	Total Serving Days for Year C	Average Daily Participation B/C = D	Total Enrollment E	Average Daily Participation Percentage D/E = F
Elementary School(s)	14943	174	86	389	22.08%
Intermediate School	8936	175	51	248	20.59%
Middle/Jr. High School(s)	13337	176	76	514	14.74%
Sr. High School(s)	8156	176	46	561	8.26%
Sponsor-Wide	45372		259	1712	15.13%

**Table 4 – Number of Breakfasts by Income Category**

School Type A	Total Breakfasts Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)	14,943	6,786	0	8,157
Intermediate School	8,936	4,059	0	4,877
Middle/Jr. High School(s)	13,337	3,893	776	8,668
Sr. High School(s)	8,156	3,985	171	4,000
Sponsor-Wide	45,372	18,723	947	25,702

**Table 5 – Student After-School Snack participation by School Type**

School Type A	Total Snacks Served for Year B	Total Serving Days for Year C	aAverage Daily Participation B/C = D
Elementary School(s)	N/A	N/A	N/A
Middle/Jr. High School(s)	N/A	N/A	N/A
Sr. High School(s)	N/A	N/A	N/A
Sponsor-Wide	N/A	N/A	N/A

**Table 6 – Number of After School Snacks by Income Category**

School Type A	Total Snacks Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)	N/A	N/A	N/A	N/A
Middle/Jr. High School(s)	N/A	N/A	N/A	N/A
Sr. High School(s)	N/A	N/A	N/A	N/A
Sponsor-Wide	N/A	N/A	N/A	N/A

**Table 7 – Non-Reimbursable Sales Revenue**(i.e. a la carte, 2<sup>nd</sup> meals served to students, adult meals, catering, etc.)

Total revenue For Year A	Meal Equivalent Rate B	Number of Meal Equivalents A/B = C
\$994.50	\$2.00	497

**Table 8 – Number of Summer Food Service Program (SFSP) Breakfast**

Total Breakfasts Served For Year A	Total Days Meals Served for the year B	Average Daily Participation A/B = C
N/A	N/A	N/A

**Table 9 – Number of Summer Food Service Program (SFSP) Lunch**

Total Lunches Served For Year A	Total Days Meals Served for the year B	Average Daily Participation A/B = C
1,382	43	32

**Table 10 – Number of Summer Food Service Program (SFSP) Snacks**

Total Snacks Served For Year A	Total Days Meals Served for the year B	Average Daily Participation A/B = C
N/A	N/A	N/A

**Table 11 – Number of Special Milk Program (SMP)**

Total Milks Served For Year A	Total Days Milk Served for the year B	Average Daily Participation A/B = C
N/A	N/A	N/A

**Table 12 – Fresh Fruit and Vegetable Program (FFVP)**

Total Revenue For Year A	Meal Equivalent Rate B	Number of Meal Equivalents A/B = C
N/A	N/A	N/A

## Exhibit F - Price Schedule for Current School Year 2025-26

<b>Breakfasts</b>	
Elementary Paid	\$2.00
Intermediate School	\$2.00
Middle/Jr. High School Paid	\$2.00
St. High School Paid	\$2.00
Adults	\$3.00

<b>Lunches</b>	
Elementary Paid	\$3.30
Intermediate School	\$3.30
Middle/Jr. High School Paid	\$3.50
St. High School Paid	\$3.60
Adults	\$5.00

<b>After-School Snacks</b>	
Elementary Paid	\$ N/A
Middle/Jr. High School Paid	\$ N/A
St. High School Paid	\$ N/A

<b>A La Carte</b>	
Main dishes -Adults	\$5.20
Side Dishes (Fruits and Vegetables)	\$.75
Desserts (Cookies to Rice Krispy Treats)	\$.50-\$2.00
Beverages (Milk, Juice, Soda, Poweraide)	\$.75-\$3.25
Snack Items (Chips, string cheese)	\$1.50

## **Exhibit G - Financial Operating Statements for Prior Three Years**

*Attach the food service program's financial operating statements for the last three years.*



# Trustees' Financial Summary

FY2023-24

Submit ID: 0970-37578172

56 Yellowstone County

0970 Laurel Elem

## Schedule of Revenues, Expenditures and Changes in Fund Balance

### 12 - School Food Services Fund

Current Revenues, Other Financing Sources and Residual Equity Transfers In:		Fund Code 12	
PRC	Revenue	2023 Value	2024 Value
	1510 Interest Earnings	8,508.51	11,919.62
	1611 National School Lunch Program	278,825.86	244,772.92
	1630 Catering Sales	290.50	2,100.50
	1636 Summer Program - Adult Sales	362.00	0.00
	1900 Other Revenue from Local Sources	199.00	500.00
	3220 State - School Nutrition Match	5,250.78	127,957.80
	4550 Federal School Nutrition Reimbursement	543,695.62	317,367.44
	4555 School Nutrition Summer Food Service Program	0.00	1,232.11
<b>Total Current Revenues, Other Financing Sources and Residual Equity Transfers In:</b>		<b>837,132.27</b>	<b>705,850.39</b>

Current Expenditures, Other Financing Uses and Residual Equity Transfers Out:				Fund Code 12	
PRC	Program	Function	Object	2023 Value	2024 Value
	<b>910 Food Services</b>				
	<b>23XX Support Services - General Administration</b>				
			1XX Personal Services - Salaries	0.00	17,789.82
			2XX Personal Services - Employee Benefits	0.00	2,112.23
	<b>25XX Support Services - Business</b>				
			1XX Personal Services - Salaries	0.00	2,408.06
			2XX Personal Services - Employee Benefits	0.00	753.37
	<b>31XX Food Services</b>				
			1XX Personal Services - Salaries	253,276.24	305,741.25
			2XX Personal Services - Employee Benefits	63,121.96	75,024.03
			3XX Purchased Professional and Technical Services	345,473.57	397,462.58
			5XX Other Purchased Services	314.10	78.94
			6XX Supplies and Materials	42,753.42	2,748.07
			810 Dues and Fees	810.00	660.00
	<b>999 Undistributed</b>				
	<b>9999 Undistributed</b>				
			892 Material Prior Period Expenditure Adjustments	0.00	26,434.53
<b>Total Current Expenditures, Other Financing Uses and Residual Equity Transfers Out:</b>				<b>705,749.29</b>	<b>831,212.88</b>



# Trustees' Financial Summary

**FY2023-24**

Submit ID: 0970-37578172

**56 Yellowstone County**

**0970 Laurel Elem**

## Schedule Of Changes Worksheet

**Fund Code 12**

Beginning Fund Balance					300,782.64 (1)
Total Current Revenues, Other Financing Sources and Residual Equity Transfers In					705,850.39 (2)
Total Current Expenditures, Other Financing Uses and Residual Equity Transfers Out					831,212.88 (3)
Increase/Decrease of Reserve for Inventories					
This Year	0.00	Less Last Year	0.00	(4a)	0.00
Increase/Decrease of Reserve for Encumbrances					
This Year	0.00	Less Last Year	0.00	(4b)	0.00
					0.00 (4)
Ending Fund Balance (1 + 2 - 3 + 4)					175,420.15 (5)



# Trustees' Financial Summary

FY2024-25

Submit ID: 0970-64691992

56 Yellowstone County

0970 Laurel Elem

## Schedule of Revenues, Expenditures and Changes in Fund Balance

### 12 - School Food Services Fund

**Current Revenues, Other Financing Sources and Residual Equity Transfers In: Fund Code 12**

PRC	Revenue	2024 Value	2025 Value
	1510 Interest Earnings	11,919.62	4,870.00
	1611 National School Lunch Program	244,772.92	154,525.94
	1630 Catering Sales	2,100.50	1,106.01
	1636 Summer Program - Adult Sales	0.00	115.50
	1900 Other Revenue from Local Sources	500.00	1,979.00
	3220 State - School Nutrition Match	127,957.80	129,032.50
	4550 Federal School Nutrition Reimbursement	317,367.44	301,909.16
	4555 School Nutrition Summer Food Service Program	1,232.11	1,913.49
<b>Total Current Revenues, Other Financing Sources and Residual Equity Transfers In:</b>		<b>705,850.39</b>	<b>595,451.60</b>

**Current Expenditures, Other Financing Uses and Residual Equity Transfers Out: Fund Code 12**

PRC	Program	Function	Object	2024 Value	2025 Value
	<b>910 Food Services</b>				
	<b>23XX Support Services - General Administration</b>				
			1XX Personal Services - Salaries	17,789.82	135.49
			2XX Personal Services - Employee Benefits	2,112.23	230.83
	<b>25XX Support Services - Business</b>				
			1XX Personal Services - Salaries	2,408.06	287.55
			2XX Personal Services - Employee Benefits	753.37	178.46
	<b>31XX Food Services</b>				
			1XX Personal Services - Salaries	305,741.25	229,564.56
			2XX Personal Services - Employee Benefits	75,024.03	89,434.03
			3XX Purchased Professional and Technical Services	397,462.58	451,182.42
			4XX Purchased Property Services	0.00	94.92
			5XX Other Purchased Services	78.94	0.00
			6XX Supplies and Materials	2,748.07	867.52
			810 Dues and Fees	660.00	660.00
	<b>999 Undistributed</b>				
	<b>9999 Undistributed</b>				
			892 Material Prior Period Expenditure Adjustments	26,434.53	0.00
<b>Total Current Expenditures, Other Financing Uses and Residual Equity Transfers Out:</b>				<b>831,212.88</b>	<b>772,635.78</b>



# Trustees' Financial Summary

FY2024-25

Submit ID: 0970-64691992

56 Yellowstone County

0970 Laurel Elem

Schedule Of Changes Worksheet					Fund Code 12
Beginning Fund Balance					175,420.15 (1)
Total Current Revenues, Other Financing Sources and Residual Equity Transfers In					595,451.60 (2)
Total Current Expenditures, Other Financing Uses and Residual Equity Transfers Out					772,635.78 (3)
Increase/Decrease of Reserve for Inventories					
This Year	0.00	Less Last Year	0.00	(4a)	0.00
Increase/Decrease of Reserve for Encumbrances					
This Year	0.00	Less Last Year	0.00	(4b)	0.00
					0.00 (4)
Ending Fund Balance (1 + 2 - 3 + 4)					-1,764.03 (5)

**Laurel Public Schools**

**Trial Balance - On Demand Report**    Fiscal Year: 2025-2026    From Date: 7/1/2025    To Date: 12/31/2025     Print accounts with zero balance

**ELEM FOOD SERVICE - 112**

	Opening Balance	Debits	Credits	Ending Balance
<b>ASSET</b>				
112.00.000.0101.0000.000 / FOOD SERVICE	(\$43,333.00)	\$217,791.01	(\$261,723.38)	(\$87,265.37)
112.00.000.0180.0000.000 / DUE FROM OTHER GOVERNMENTS	\$61,375.22	\$0.00	\$0.00	\$61,375.22
<b>ASSET TOTAL</b>	\$18,042.22	\$217,791.01	(\$261,723.38)	(\$25,890.15)
<b>LIABILITY</b>				
112.00.000.0621.0000.000 / ACCOUNTS PAYABLE	(\$10,645.11)	\$117,830.10	(\$117,830.10)	(\$10,645.11)
112.00.000.0661.0000.000 / ACCRUED SALARIES & BENEFITS PAYABLE	(\$9,161.14)	\$0.00	\$0.00	(\$9,161.14)
<b>LIABILITY TOTAL</b>	(\$19,806.25)	\$117,830.10	(\$117,830.10)	(\$19,806.25)
<b>FUND BALANCE</b>				
112.00.000.0970.0000.000 / UNRESERVED FUND BALANCE	\$1,764.03	\$0.00	\$0.00	\$1,764.03
<b>FUND BALANCE TOTAL</b>	\$1,764.03	\$0.00	\$0.00	\$1,764.03
<b>REVENUE</b>				
112.00.000.0000.1611.000 / SCHOOL LUNCH	\$0.00	\$133.85	(\$79,437.42)	(\$79,303.57)
112.00.000.0000.1630.000 / CATERING SALES	\$0.00	\$750.75	(\$663.25)	\$87.50
112.00.000.0000.4550.000 / FEDERAL SCHOOL FOOD REIMBURSEMENT	\$0.00	\$0.00	(\$138,441.08)	(\$138,441.08)
<b>REVENUE TOTAL</b>	\$0.00	\$884.60	(\$218,541.75)	(\$217,657.15)
<b>EXPENDITURE</b>				
112.00.910.2300.0111.000 / ADMINISTRATION SALARIES	\$0.00	\$994.69	\$0.00	\$994.69
112.00.910.2300.0250.000 / WORKERS COMPENSATION	\$0.00	\$4.15	\$0.00	\$4.15
112.00.910.2300.0260.000 / HEALTH INSURANCE	\$0.00	\$264.06	\$0.00	\$264.06
112.00.910.2300.0262.000 / DENTAL & VISION INSURANCE	\$0.00	\$12.46	\$0.00	\$12.46
112.00.910.2300.0270.000 / LIFE & DISABILITY INSURANCE	\$0.00	\$3.58	\$0.00	\$3.58
112.00.910.2500.0115.000 / OFFICE/CLERICAL/TECHNOLOGY	\$0.00	\$2,015.61	(\$276.25)	\$1,739.36
112.00.910.2500.0250.000 / WORKERS COMPENSATION	\$0.00	\$8.41	(\$1.14)	\$7.27
112.00.910.2500.0260.000 / HEALTH INSURANCE	\$0.00	\$528.29	(\$67.98)	\$460.31
112.00.910.2500.0262.000 / DENTAL & VISION INSURANCE	\$0.00	\$26.86	(\$3.62)	\$23.24
112.00.910.2500.0270.000 / LIFE & DISABILITY INSURANCE	\$0.00	\$6.90	(\$0.94)	\$5.96
112.00.910.3100.0116.000 / COOKS	\$0.00	\$6,861.96	\$0.00	\$6,861.96
112.00.910.3100.0250.000 / WORKERS COMPENSATION	\$0.00	\$28.46	\$0.00	\$28.46
112.00.910.3100.0330.000 / OTHER PROFESSIONAL	\$0.00	\$116,276.62	\$0.00	\$116,276.62
112.00.910.3100.0624.000 / VEHICLE/EQUIPMENT FUEL	\$0.00	\$169.63	\$0.00	\$169.63
112.00.910.3100.0810.000 / DUES & FEES	\$0.00	\$1,250.00	\$0.00	\$1,250.00
112.11.910.2600.0114.000 / CUSTODIAL/MAINTENANCE	\$0.00	\$482.68	\$0.00	\$482.68
112.11.910.2600.0250.000 / WORKERS COMPENSATION	\$0.00	\$26.75	\$0.00	\$26.75
112.11.910.2600.0260.000 / HEALTH INSURANCE	\$0.00	\$106.93	\$0.00	\$106.93
112.11.910.2600.0262.000 / DENTAL & VISION INSURANCE	\$0.00	\$6.57	\$0.00	\$6.57
112.11.910.2600.0270.000 / LIFE & DISABILITY INSURANCE	\$0.00	\$1.38	\$0.00	\$1.38
112.11.910.3100.0116.000 / COOKS	\$0.00	\$17,468.25	\$0.00	\$17,468.25
112.11.910.3100.0250.000 / WORKERS COMPENSATION	\$0.00	\$966.70	\$0.00	\$966.70

**Laurel Public Schools**

**Trial Balance - On Demand Report**    Fiscal Year: 2025-2026    From Date: 7/1/2025    To Date: 12/31/2025     Print accounts with zero balance

ELEM FOOD SERVICE - 112	Opening Balance	Debits	Credits	Ending Balance
<b>EXPENDITURE</b>				
112.11.910.3100.0260.000 / HEALTH INSURANCE	\$0.00	\$5,191.38	\$0.00	\$5,191.38
112.11.910.3100.0262.000 / DENTAL & VISION INSURANCE	\$0.00	\$270.12	\$0.00	\$270.12
112.11.910.3100.0270.000 / LIFE & DISABILITY INSURANCE	\$0.00	\$26.94	\$0.00	\$26.94
112.20.910.3100.0116.000 / COOKS	\$0.00	\$42,681.40	\$0.00	\$42,681.40
112.20.910.3100.0250.000 / WORKERS COMPENSATION	\$0.00	\$2,301.56	\$0.00	\$2,301.56
112.20.910.3100.0260.000 / HEALTH INSURANCE	\$0.00	\$11,932.80	\$0.00	\$11,932.80
112.20.910.3100.0262.000 / DENTAL & VISION INSURANCE	\$0.00	\$540.36	\$0.00	\$540.36
112.20.910.3100.0270.000 / LIFE & DISABILITY INSURANCE	\$0.00	\$118.71	\$0.00	\$118.71
112.40.910.2600.0114.000 / CUSTODIAL/MAINTENANCE	\$0.00	\$549.42	\$0.00	\$549.42
112.40.910.2600.0250.000 / WORKERS COMPENSATION	\$0.00	\$5.80	\$0.00	\$5.80
112.40.910.2600.0260.000 / HEALTH INSURANCE	\$0.00	\$89.56	\$0.00	\$89.56
112.40.910.2600.0262.000 / DENTAL & VISION INSURANCE	\$0.00	\$4.06	\$0.00	\$4.06
112.40.910.2600.0270.000 / LIFE & DISABILITY INSURANCE	\$0.00	\$1.14	\$0.00	\$1.14
112.40.910.3100.0116.000 / COOKS	\$0.00	\$23,708.60	\$0.00	\$23,708.60
112.40.910.3100.0250.000 / WORKERS COMPENSATION	\$0.00	\$1,278.54	\$0.00	\$1,278.54
112.40.910.3100.0260.000 / HEALTH INSURANCE	\$0.00	\$6,002.32	\$0.00	\$6,002.32
112.40.910.3100.0270.000 / LIFE & DISABILITY INSURANCE	\$0.00	\$271.65	\$0.00	\$271.65
112.50.910.2600.0114.000 / CUSTODIAL/MAINTENANCE	\$0.00	\$60.55	\$0.00	\$60.55
112.50.910.2600.0250.000 / WORKERS COMPENSATION	\$0.00	\$432.32	\$0.00	\$432.32
112.50.910.2600.0260.000 / HEALTH INSURANCE	\$0.00	\$23.09	\$0.00	\$23.09
112.50.910.2600.0262.000 / DENTAL & VISION INSURANCE	\$0.00	\$70.88	\$0.00	\$70.88
112.50.910.2600.0270.000 / LIFE & DISABILITY INSURANCE	\$0.00	\$3.62	\$0.00	\$3.62
112.50.910.3100.0116.000 / COOKS	\$0.00	\$17,896.07	\$0.00	\$17,896.07
112.50.910.3100.0250.000 / WORKERS COMPENSATION	\$0.00	\$966.58	\$0.00	\$966.58
<b>EXPENDITURE TOTAL</b>	\$0.00	\$261,939.45	(\$349.93)	\$261,589.52

**Laurel Public Schools**

**Trial Balance - On Demand Report**    Fiscal Year: 2025-2026    From Date: 7/1/2025    To Date: 12/31/2025     Print accounts with zero balance

<b>Grand Total:</b>		\$0.00	\$598,445.16	(\$598,445.16)	\$0.00
<b>Asset Totals:</b>					
<b>Liability Totals:</b>		\$18,042.22	\$217,791.01	(\$261,723.38)	(\$25,890.15)
<b>Fund Balance Totals:</b>		(\$19,806.25)	\$117,830.10	(\$117,830.10)	(\$19,806.25)
		\$1,764.03	\$0.00	\$0.00	\$1,764.03
<b>Revenue Totals:</b>		\$0.00	\$884.60	(\$218,541.75)	(\$217,657.15)
<b>Expenditure Totals:</b>		\$0.00	\$261,939.45	(\$349.93)	\$261,589.52
<b>Transfers In Totals:</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>Transfers Out Totals:</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>All Funds are In Balance</b>			\$598,445.16	(\$598,445.16)	\$0.00

End of Report

## Exhibit H – Division of Costs for the Food Service Program

*Prior to issuing the Request for Proposal, mark with an “X” those costs that will be the responsibility of the CONTRACTOR and those costs that will be the responsibility of the SFA.*

COSTS	CONTRACTOR	SFA
<b>Food Cost</b> (food, condiments, beverages)	X	
<b>Labor Cost</b>		
Hourly Wages:		
Bookkeeper / Secretarial		X
Food Service Workers		X
Driver		X
Other		X
Hourly Benefits and Taxes		X
FICA		X
Retirement for Contractor's employees	X	
Unemployment Insurance for Contractor's employees	X	
Workers' Compensation for Contractor's employees	X	
Health Insurance for Contractor's employees	X	
Life Insurance and Disability for Contractor's employees	X	
Holidays for Contractor's employees	X	
Management Salaries	X	
Management Benefits and Taxes	X	
<b>Other Purchased Services</b>		
Telephone, local service		X
Telephone, long distance		X
Utilities (heat, power, water)		X
Extermination		X
Laundry		X

Other		X
<b>Supplies</b>		
Disposable Service ware	X	
Cleaning Supplies		X
Paper Supplies		X
Uniforms		X
Menu Paper		X
Menu Printing		X
Promotional Materials	X	
Office Supplies		X
<b>Equipment and Repair</b>		
Replacement of Capital/Major Equipment		X
Replacement of Expendable/Minor Equipment		X
Repair of Equipment (Normal wear and tear)		X
Repair of Equipment Resulting from Negligence of Contractor's Employees	X	
Repair of Equipment Resulting from Negligence of Sponsor's Employees		X

<b>COSTS</b>	<b>CONTRACTOR</b>	<b>SFA</b>
<b>Capital Improvement</b>		
Building Structural Changes		X
Painting		X
<b>Other</b>		
Vehicle Lease or Purchase		X
Vehicle Maintenance		X
Vehicle Major Repairs		X
Vehicle Fuel and Oil		X
Vehicle Taxes		X

Vehicle Insurance		X
Vehicle Licenses		X
Vehicle Registration		X
Depreciation		X
Audit Fees		X
Licenses/Permits		X
Promotions		X
Mileage		X
Employee Physicals		X
Sales Tax	N/A	
Performance Bond (if applicable)	X	
Liability Insurance	X	
Information Technology Systems	X	
FSMC Training Workshops	X	
Travel Expenses for FSMC Training Workshops	X	
Custodians		X
School Secretaries		X
Trash Pickup		X

## Exhibit I - Division of Responsibilities for the Food Service Program

SFA and FSMC responsibilities include, but are not necessarily limited to, those listed in this exhibit.

	<b>Sponsor Responsibilities</b> - The SFA is required by Federal regulations and/or Montana Office of Public Instruction (OPI) policy to retain responsibility for the following tasks.		
	<b>General Administration</b>		
1.	Complete annual program renewal documents with OPI.		
2.	Retain signature authority on the program agreement with OPI, adopt the State approved free and reduced-price meal policy and retain control of the claims for reimbursement.		
3.	Coordinate the food service advisory committee.		
	<b>Free &amp; Reduced-Price Meal Process</b>		
1.	Free and Reduced-Price Meal Policy		
2.	Appoint and train the hearing official		
3.	Appoint and train Claim Contact to include claims data input, auditing edit checks ensuring accuracy of meal counts to support claims, sign or submit electronically the claim(s) for reimbursement.		
4.	Conduct on-site reviews of counting and claiming procedures at all sites by February 1st each year, including written documentation of visit, corrective action plan as needed and follow-up reviews.		
<b>SFA may delegate these items to an FSMC employee only when written as a provision into the original contract. See Section H: Other Provisions</b>			
	<b>Responsibility</b>	<b>SFA</b>	<b>FSMC</b>
1.	Appoint and train Determining Official	X	
2.	Distribute F&R materials to parents and guardians.	X	
3.	Collect submitted applications.	X	
4.	Process applications, including approval/denial and follow-up to obtain complete information	X	
5.	Enter data into computer if computer system automatically determines eligibility	X	
6.	Administer the Direct Certification process	X	
7.	Notify parent/guardian of application status	X	
8.	Administer the income verification process	X	

**Determining Official:** An SFA official responsible for determining children's eligibility for free and reduced-price benefits. An employee of a food service management company may act as an agent for the SFA in various aspects of the application, certification, and verification processes. The company's employee must comply with all requirements, including limited disclosure of individual

eligibility information. However, the SFA is ultimately responsible for ensuring that all requirements are met and that the information on the application remains the property of the SFA and may not be used or possessed by the food service management company for any use other than to determine eligibility for free and reduced-price meals. This also applies when an LEA and/or SFA contracts with an Educational Service Provider to manage these functions. \*\*\* [Eligibility Manual for Schools](#)

	<b>Contractor Responsibilities</b>
	<b>Food Service Operations</b>
1.	Plan menus that meet Child Nutrition Program Meal Patterns
2.	Purchase food items that meet CNP requirements
3.	Receive and store food and supplies.
4.	Conduct periodic physical inventory of food and supplies.
5.	Prepare food
6.	Deliver food to serving sites.
7.	Provide dining room and counter service.
8.	Clean and maintain kitchen facilities.
9.	Complete required documentation for meals served in Child Nutrition Programs
10.	Hire, Train and Supervise personnel.
11.	Merchandise food.
12.	Conduct food service promotions.
13.	Serve on food service advisory committee and local wellness policy committee
14.	Attend annual required administrative training for SNP, FFVP, SFSP (if applicable)

15.	Complete annual Required Professional Development training hours for food service employees

**Responsibilities to Assign to Either the Contractor or the SFA:**

The SFA should mark with an “X” those responsibilities that will be assumed by the CONTRACTOR and those that will be assumed by the SFA. *Add additional responsibilities as needed.*

	<b>Responsibilities</b>	<b>Contractor</b>	<b>SFA</b>
1.	Cleaning of service areas		X
2.	Maintain building.		X
3.	Monitor serving line.		X
4.	Trash removal		X
5.	Print promotional materials.		X
6.	Print menus.		X
7.			

## **Exhibit J - SFA Policies Impacting the Food Service Program**

*Attach the SFA's policy for snow days, school local wellness policy, power outages, school closings, school drills and any other policies that could impact the food service operation.*

**Policy 2221: School Emergency and Closure**

Status: ADOPTED

Original Adopted Date: 04/26/1999 | Last Revised Date: 06/14/2021 | Last Reviewed Date: 09/05/2024

School Emergencies and Closures

The Superintendent may order closure of schools in the event of extreme weather or other emergency, in compliance with established procedures for notifying parents, students, and staff.

The Board of Trustees is authorized to declare that a state of emergency exists within the community. A declaration issued by the Board of Trustees is distinct from any declaration in effect or previously issued by local, state or federal authorities. An emergency declaration issued by the Board of Trustees authorizes the School District to take extraordinary measures to protect students and staff while delivering education services in a manner authorized by law. The method and location of instruction and related educational services shall be implemented in a manner that serves the needs of students, their families, and staff and preserves the School District's full entitlement of funding.

The trustees may order the emergency closure of schools for one (1) school day each year, without the need to reschedule the lost pupil instruction time when the closure is the result of an emergency. The 1-school-day closure under this subsection is not subject to the reduction in BASE aid pursuant to Section 20-9-805, MCA.

In the event of a declared emergency, the School District shall avail itself of all flexibilities allowed by law, rule, or regulation and shall be otherwise governed by the school finance laws and rules of the state of Montana. The School District shall comply with auditing requirements and reserves the authority to assert its rights to manage school district funds or seek state and federal funds in a manner consistent with the full flexibility available under all applicable laws.

If a declaration of emergency is declared by the Board of Trustees, it may later adopt a resolution that a reasonable effort has been made to reschedule the pupil-instruction time lost because of the unforeseen emergency. If the trustees adopt the resolution, the pupil-instruction time lost during the closure need not be rescheduled to meet the minimum requirement for aggregate hours that a school district must conduct during the school year in order to be entitled to full BASE aid. At least 75% of the pupil-instruction time lost due to the unforeseen emergency must have been made up before the trustees can declare that a reasonable effort has been made.

For the purposes of this and related policies, "reasonable effort" means the rescheduling or extension of the school district's instructional calendar to make up at least 75% of the hours of pupil instruction lost due to an unforeseen emergency through any combination of the following as outlined in accordance with Policies 2050 and 2100:

- (a) extending the school year beyond the last scheduled day;
- (b) the use of scheduled vacation days in the district's adopted school calendar
- (c) the conduct of pupil instruction on Saturdays;
- (d) extending instructional hours during the school day.

**Montana Code Annotated**

Title 20, Chapter 9, part 8

**Cross References**

2050

2100

6110

6110-P(1)

6110-P(2)

6110-NF(1)

8110

**Description**

Emergency School Closure

**Description**

Innovative Student Instruction

School Calendar and Day

Superintendent

Superintendent - Superintendent-Board Job Responsibilities

Superintendent - Administration in Policy Absence

Superintendent - Evaluation of Superintendent

Bus Routes and Schedules

**Procedure 2221-P(1): School Emergency and Closure - School Closure Procedures**

Status: ADOPTED

Original Adopted Date: 04/26/1999 | Last Revised Date: 10/21/2024 | Last Reviewed Date: 10/21/2024

**School Closure**

All students, parents, and school employees should assume that school will be in session and buses running as scheduled, unless there is official notification from the Superintendent or his/her designee to the contrary. Such notice will be given via the school messenger system and social media.

In the event extremely cold temperatures, wind chill factors, snow, wind, or other circumstances require a modification of the normal routine, the Superintendent or his/her designee will make the modification decision prior to 6:00 a.m. and contact families using the school messenger system and social media.

Modification of the normal routine generally occurs in one of two ways. The first circumstance occurs when buses are unable to safely make their normal runs. In this case bus transportation is suspended, but school is still in session. Students are encouraged to attend, but parents/guardians must make the judgment relative to safety for their children to reach school and return at the end of the day.

The other rare and very unusual circumstance occurs when conditions are such to warrant closure of the schools. In this circumstance, two situations may occur: 1) the governor declares a state of emergency and no state funds are to be denied the district as a result of school closure. 2) A state of emergency may not exist throughout the state, but conditions require closure.

In both situations, the work schedules and responsibilities as outlined below apply except as follows: In a governor-declared emergency situation where no state funds are to be denied, all classified employees will be paid in the same manner as though school were not closed. Administrators and other certified staff will consider the day(s) as regular work days for purposes of fulfilling their contract. For those employees who actually do work, as stipulated below, equivalent compensatory time or additional straight pay will be provided.

**Work Schedules and Responsibilities for School Closures**

**Superintendent**

Only the Superintendent or his/her designee has authority to close schools. The Superintendent or his/her designee will be on duty throughout any existing or potential emergency situation, day or night. All orders of doubtful origin should be confirmed with the Superintendent.

**Central Administrative Personnel**

Central administrative personnel as designated by the Superintendent will be expected to report for duty on their assigned shifts in the event of any school closure, insofar as is safely possible.

If it is absolutely impossible for a central administrator to report for duty, the administrator may take the day as a personal leave day or vacation day, with the permission of the Superintendent.

**Building-Level Administrators, Non-Teaching "Exempt" Personnel, and Key Support Staff**

All building-level administrators and any key support personnel will report for duty per their normal shifts or as otherwise directed each day during the school closure. The building administrator will ascertain that the building has been adequately secured and that any child who mistakenly reports to school [in the event school has been closed] is properly and safely cared for and returned home per District policy. The administrator and this minimal support staff shall notify other staff and/or other support employees of the situation and will respond to telephone questions. When the situation has been stabilized, the personnel who reported to work may choose to return home.

**12-Month Classified Employees**

In the event of school closure, 12-month classified personnel may report for duty or not report for duty, as directed by their immediate supervisor. Building secretaries who are required to be on duty are expected to report for duty. If a 12-month classified employee is unable to or does not report for duty, the employee will complete a leave request form to declare the day as personal leave, vacation, or leave without pay.

**10- and 11-Month Classified Employees**

Ten- and 11-month employees may report for duty or not report for duty as directed by their immediate supervisor. If such employees do not report for duty, they will complete a District leave request form to declare the day as

personal leave, vacation, or leave without pay.

**Aides, Bus Drivers, and Food Service Workers**

These employees work only those days school is in session and are not expected to work when school is not in session. If school has been closed, employees should not report for duty unless otherwise directed by their immediate supervisor. These employees shall complete a leave request form to declare the day as personal leave, vacation, or leave without pay.

**Teachers (Teachers, Librarians, Psychologists, Counselors)**

If schools are closed for weather or other emergency conditions, teachers are not expected to report for duty unless directed otherwise. Teachers do not need to submit an absence form. In cases of school closures, it is customary for the days to be made up at another time; thus teachers will typically still fulfill their contract days.

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**Montana Code Annotated**

Title 20, Chapter 9, part 8

**Description**

Emergency School Closure

**Cross References**

2050

Innovative Student Instruction

2100

School Calendar and Day

6110

Superintendent

6110-P(1)

Superintendent - Superintendent-Board Job Responsibilities

6110-P(2)

Superintendent - Administration in Policy Absence

6110-NF(1)

Superintendent - Evaluation of Superintendent

8110

Bus Routes and Schedules

**Policy 2510: School Wellness**

Status: ADOPTED

Original Adopted Date: 04/24/2006 | Last Revised Date: 06/13/2022 | Last Reviewed Date: 09/19/2024

School Wellness

The School District is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of the School District that:

The development of the school wellness policy, at a minimum, will include:

1. *Community involvement*, including input from teachers of physical education and school health professionals, parents, students, school food service, the school Board, school administrators, educators, and the public. Training of this team of people on the components of a healthy school nutrition environment is recommended.
2. *Goals for nutrition education, nutrition promotion, physical activity, and other school-based activities* that are designed to promote student wellness in a manner that the local education agency determines appropriate.
3. *Implementation, Periodic Assessment, and Public Updates*, including expanding the purpose of the team of collaborators beyond the development of a local wellness policy to also include the implementation of the local wellness policy with periodic review and updates, inform and update the public every three years, at a minimum, (including parents, students, and others in the community) about the content and implementation of the local wellness policies, and to measure periodically and make available to the public an assessment of the local wellness policy, including:
  - The extent to which schools are in compliance with the local wellness policy;
  - The extent to which the LEA's local wellness policy compares to model local school wellness policies; and
  - The progress made in attaining the goals of the local wellness policy.
4. *Nutrition guidelines* for all foods available on each school campus under the local education agency during the school day, with the objectives of promoting student health and nutrient-rich meals and snacks. This includes food and beverages sold in a la carte sales, vending machines, and student stores; and food and beverages used for classroom rewards and fundraising efforts.
5. *Guidelines for reimbursable school meals* to ensure that the District offers school meal programs with menus meeting the meal patterns and nutrition standards established by the U.S. Department of Agriculture.
6. *A plan for measuring implementation* of the local wellness policy, including designation of one or more persons within the local education agency or at each school, as appropriate, charged with operational responsibility for ensuring that each school fulfills the District's local wellness policy.

The suggested guidelines for developing the wellness policy include:

**Nutrition Education and Nutrition Promotion**

All students K-12 shall receive nutrition education that teaches the knowledge and skills needed to adopt healthy eating behaviors and is aligned with the *Montana's Health Enhancement and National Association of Sport and Physical Activity/American Alliance of Health, Physical Education, Recreation and Dance Physical Education Content Standards and Benchmarks*. Nutrition education shall be integrated into the curriculum. Nutrition information and education shall be offered and promoted throughout the school campus and based on the U.S. Dietary Guidelines for Americans. Staff

who provide nutrition education shall have the appropriate training, such as in health enhancement or family and consumer sciences.

**Health Enhancement and Physical Activity Opportunities**

The District shall offer health enhancement opportunities that include the components of a quality health enhancement program taught by a K-12 certified health enhancement specialist. Health enhancement shall equip students with the knowledge, skills, and values necessary for lifelong physical activity. Health enhancement instruction shall be aligned with the *Montana's Health Enhancement/Physical Education Content Standards and Benchmarks*.

All K-12 students of the District shall have the opportunity to participate regularly in supervised, organized or unstructured, physical activities, to maintain physical fitness, and to understand the short- and long-term benefits of a physically active and healthy lifestyle.

**Nutrition Standards**

The District shall ensure that reimbursable school meals and snacks meet the program requirements and nutrition standards found in federal regulations. The District shall encourage students to make nutritious food choices through accessibility, advertising and marketing efforts of healthful foods.

The District shall monitor all food and beverages sold or served to students during the normal school day, including those available outside the federally regulated child nutrition programs (i.e., a la carte, vending, student stores, classroom rewards, fundraising efforts). The District shall consider nutrient density and portion size before permitting food and beverages to be sold or served to students. The Superintendent shall continually evaluate vending policies and contracts. Vending contracts that do not meet the intent and purpose of this policy shall be modified accordingly or not renewed.

**Other School-Based Activities Designed to Promote Student Wellness**

The District may implement other appropriate programs that help create a school environment that conveys consistent wellness messages and is conducive to healthy eating and physical activity, such as staff wellness programs, non-food reward system and fundraising efforts.

**Maintaining Student Wellness**

The Superintendent shall develop and implement administrative rules consistent with this policy. Input from teachers, parents/guardians, students, school food service program, the school Board, school administrators, and the public shall be considered before implementing such rules. A sustained effort is necessary to implement and enforce this policy. The Superintendent shall measure how well this policy is being implemented, managed, and enforced. The Superintendent shall report to the Board, as requested, on the District's programs and efforts to meet the purpose and intent of this policy.

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**United States Code**

PL 108-265

PL 111-296

**Description**

The Child Nutrition and WIC Reauthorization Act of 2004

The Healthy, Hunger-Free Kids Act of 2010

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**Cross References**

8200

8200-P(1)

**Description**

Food Services

Food Services - Employee Food Service Meals

## Exhibit K – Contract Award Criteria and Weights

Acceptance of the award will be made to the responsive and responsible bidder who meets the weighted award criteria categories specified below. The SFA has the right to accept any proposal which it deems 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 or is considered non-responsive.

### Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. The award criteria and the relative value assigned to each scoring category are specified on the evaluation form listed below with price being the primary consideration for awarding the contract. (assigned the greatest number of points compared to other factors).

### Evaluation Committee

The evaluation committee is comprised of at least 3 individuals who are employees of the SFA and are familiar with the Child Nutrition Program regulations. Prior to submission of proposals the evaluation committee will develop a strong and fair scoring system to determine the most successful bidder. All proposals will be thoroughly reviewed independently by each member of the evaluation committee. The committee may then discuss all offerors proposals addressing requirements of the RFP to distinguish which proposal will be most advantageous to the SFA.

### Weight Criteria

Proposal criteria are weighted based upon importance to the SFA. The weighted criteria categories are determined in advance by the SFA evaluation committee. A total of 100 percentage/points possible. Price/Cost will have the most weight of all scores.

The SFA has the right to accept any proposal which is deems 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 or is considered non responsive.

### Award Criteria

Proposals will be evaluated by an evaluation team that consists of SFA employees familiar with the regulations and requirements of the school nutrition programs.

### Weight Criteria

Proposal criteria are weighed based upon importance to the SFA.

### *Award and Weight Criteria*

- ( 20 ) points: *Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)*
- ( 10 ) points: *Experience, References*
- ( 5 ) points: *Doing business with like school systems and familiarity with regulations pertaining to such operations/References*
- ( 10 ) points: *Financial Condition/Stability, Business Practices*
- ( 5 ) points: *Accounting and Reporting Systems*

- ( 5 ) points: *Personnel Management*
- ( 5 ) points: *Innovation*
- ( 10 ) points: *Promotion of the School Food Service Program*
- ( 5 ) points: *Involvement of Students, Staff, and Patrons*
- ( 25 ) points: *Cost and Performance Bond*

*100 points TOTAL*

## Exhibit L– Meal Patterns in Child Nutrition Programs LUNCH



United States Department of Agriculture

### National School Lunch Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
<b>Meal Components</b>	<b>Amount of Food<sup>1</sup> per Week</b>		
	<b>(minimum per day)</b>		
Fruits (cups) <sup>2</sup>	2 ½ ( ½ )	2 ½ ( ½ )	5 (1)
Vegetables (cups) <sup>2</sup>	3 ¾ ( ¾ )	3 ¾ ( ¾ )	5 (1)
Dark Green Subgroup <sup>3</sup>	½	½	½
Red/Orange Subgroup <sup>3</sup>	¾	¾	1 ¼
Beans, Peas, and Lentils Subgroup <sup>3</sup>	½	½	½
Starchy Subgroup <sup>3</sup>	½	½	½
Other Vegetables Subgroup <sup>3 4</sup>	½	½	¾
Additional Vegetables from Any Subgroup to Reach Total	1	1	1 ½
Grains (oz. eq.) <sup>5</sup>	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.) <sup>6</sup>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) <sup>7</sup>	5 (1)	5 (1)	5 (1)
<b>Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week<sup>8</sup></b>			
Minimum-Maximum Calories (kcal)	550-650	600-700	750-850
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg
Sodium Limit: Must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg

<sup>1</sup> Food items included in each group and subgroup and amount equivalents.

<sup>2</sup> Minimum creditable serving is 1/8 cup. One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

<sup>3</sup> Larger amounts of these vegetables may be served.

<sup>4</sup> This subgroup consists of “Other vegetables” as defined in paragraph (c)(2)(ii)(E) of this section. For the purposes of the NSLP, the “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(ii) of this section.

<sup>5</sup> Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grains items offered must be enriched.

<sup>6</sup> Minimum creditable serving is 0.25 oz. eq.

<sup>7</sup> Minimum creditable serving is 8 fluid ounces. All fluid milk options at lunch: whole, reduced-fat (2%), low-fat (1%), and fat-free fluid milk and lactose-free fluid milk, and nondairy beverages that are nutritionally equivalent to fluid milk and meet the USDA nutritional standards for fluid milk substitutes. Fluid milk may be unflavored or flavored and nonorganic or organic options and must meet the requirements in paragraph (d) of this section and must meet the requirements in paragraph (d) of this section.

<sup>8</sup> By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specification.

## BREAKFAST



United States Department of Agriculture

### School Breakfast Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
<b>Meal Components</b>	<b>Amount of Food<sup>1</sup> per Week</b>		
	<b>(minimum per day)</b>		
Fruits (cups) <sup>2</sup>	5 (1)	5 (1)	5 (1)
Vegetables (cups) <sup>2</sup>	0	0	0
Dark Green Subgroup	0	0	0
Red/Orange Subgroup	0	0	0
Beans, Peas, and Lentils Subgroup	0	0	0
Starchy Subgroup	0	0	0
Other Vegetables Subgroup	0	0	0
Grains or Meats/Meat Alternates (oz. eq) <sup>3</sup>	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) <sup>4</sup>	5 (1)	5 (1)	5 (1)
<b>Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week<sup>5</sup></b>			
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

<sup>1</sup> Food items included in each group and subgroup and amount equivalents.

<sup>2</sup> Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in paragraphs (c)(2)(i) and (ii) of this section.

<sup>3</sup> Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grain items offered must be enriched.

<sup>4</sup> Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.

<sup>5</sup> By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

USDA is an Equal Opportunity Provider, Employer, and Lender.



United States Department of Agriculture

## NSLP SNP SODIUM REQUIREMENTS

### School Meal Programs Sodium Requirements

School meals offered to each age/grade group must meet, on average over the school week, the sodium limits specified in the following tables within the established deadlines:

#### School Breakfast Program: Sodium Limits

Age/Grade Group	Sodium Limit: In place through June 30, 2027	Sodium Limit: Must be implemented by July 1, 2027
Grades K-5	≤540 mg	≤485 mg
Grades 6-8	≤600 mg	≤535 mg
Grades 9-12	≤640 mg	≤570 mg

#### National School Lunch Program: Sodium Limits

Age/Grade Group	Sodium Limit: In place through June 30, 2027	Sodium Limit: Must be implemented by July 1, 2027
Grades K-5	≤1,110 mg	≤935 mg
Grades 6-8	≤1,225 mg	≤1,035 mg
Grades 9-12	≤1,280 mg	≤1,080 mg

USDA is an Equal Opportunity Provider, Employer, and Lender.

## NSLP After School Snack Program

**Chart 2: National School Lunch Program Meal Pattern for Afterschool Snacks Service**

<b>Select two of the four components for a reimbursable meal</b>				
<b>Meal Components<sup>1</sup></b>		<b>Children Ages 1 - 2</b>	<b>Children Ages 3 - 5</b>	<b>Children Ages 6 - 12<sup>1</sup></b>
<b>Milk</b>	Fluid milk	4 fl oz (1/2 cup)	4 fl oz (1/2 cup)	8 fl oz (1 cup)
<b>Vegetables or Fruit<sup>2,9</sup></b>	Juice <sup>2,9</sup> , fruit, and/or vegetable	1/2 cup	1/2 cup	3/4 cup
<b>Grains/Breads<sup>3,4</sup> (Select one)</b>	Bread	1/2 slice	1/2 slice	1 slice
	Cornbread/biscuit/roll/muffin	1/2 serving	1/2 serving	1 serving
	Cold dry cereal <sup>4</sup>	1/4 cup or 1/3 oz	1/3 cup or 1/2 oz	3/4 cup or 1 oz
	Cooked cereal grains	1/4 cup	1/4 cup	1/2 cup
	Pasta/noodles	1/4 cup	1/4 cup	1/2 cup
<b>Meats/Meat Alternates<sup>5,6,7</sup> (Select one)</b>	Meat/poultry/fish <sup>5</sup>	1/2 oz	1/2 oz	1 oz
	Alternate protein products <sup>6</sup>	1/2 oz	1/2 oz	1 oz
	Cheese	1/2 oz	1/2 oz	1 oz
	Egg (large)	1/2 large egg	1/2 large egg	1/2 large egg
	Cooked dry beans/peas	1/8 cup	1/8 cup	1/4 cup
	Peanut/other nut/seed butters	1 Tbsp	1 Tbsp	2 Tbsp
	Nuts and/or seeds <sup>7</sup>	1/2 oz <sup>7</sup>	1/2 oz <sup>7</sup>	1 oz
	Yogurt <sup>8</sup>	2 oz (1/4 cup)	2 oz (1/4 cup)	4 oz (1/2 cup)

<sup>1</sup> Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less than the minimum quantities listed in this column.

<sup>2</sup> Full-strength vegetable or fruit juice may count towards the entire vegetables or fruit component.

<sup>3</sup> Grains/Breads must be whole grain or enriched, or made from whole grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole grain, enriched, or fortified.

<sup>4</sup> Either volume (cup) or weight (oz), whichever is less.

<sup>5</sup> A serving consists of the edible portion of cooked lean meat or poultry or fish.

<sup>6</sup> Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

<sup>7</sup> Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

<sup>8</sup> Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.

<sup>9</sup> Juice may not be served at snack when milk is served as the only other component.

## Summer Food Service Program Meal Patterns

### Lunch or Supper Meal Pattern

**Select All Four Components for a Reimbursable Meal**

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice <sup>1</sup> , fruit and/or vegetable
1 grains/bread <sup>2</sup>	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	2 oz. 2 oz. 2 oz. 1 large 1/2 cup 4 Tbsp. 1 oz. 8 oz.	lean meat or poultry or fish <sup>3</sup> or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds <sup>4</sup> or yogurt <sup>5</sup>

<sup>1</sup> Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

<sup>2</sup> Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

<sup>3</sup> A serving consists of the edible portion of cooked lean meat or poultry or fish.

<sup>4</sup> Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

<sup>5</sup> Yogurt may be plain or flavored, unsweetened or sweetened.

# Snack (Supplement) Meal Pattern

## Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
<sup>1</sup> fruit/vegetable	3/4 cup	juice <sup>1</sup> , fruit and/or vegetable
1 grains/bread <sup>2</sup>	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	1 oz. 1 oz. 1 oz. 1/2 large 1/4 cup 2 Tbsp. 1 oz. 4 oz.	lean meat or poultry or fish <sup>3</sup> or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds or yogurt <sup>4</sup>

<sup>1</sup> Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

<sup>2</sup> Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

<sup>3</sup> A serving consists of the edible portion of cooked lean meat or poultry or fish.

<sup>4</sup> Yogurt may be plain or flavored, unsweetened or sweetened.

# Breakfast Meal Pattern

## Select All three Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice <sup>1</sup> , and/or vegetable
1 grains/bread <sup>2</sup>	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains

<sup>1</sup> Fruit or vegetable juice must be full-strength.

<sup>2</sup> Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

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**Exhibit M– Purchasing Specifications Sample**  
**SFA to specify grades and special requirement for each category**

**1. Meat, Poultry and Fish: SFA to specify type of cut, grade and I.M.P standards**

- a. **Beef:** All beef cuts will be U.S.D.A. Top Range Choice from steers and heifers only. Primal cuts that will be purchased will include round, loin, flank, rib and chuck. No plate or shank cuts will be used. All ground beef will meet the I.M.P. 136 standard.
  - i. Sample Description: Ground Beef Patty. Raw, Frozen, IMPS 1136; all beef; no fillers or extenders; 85:15 lean to fat; round shape; IQF; 3 oz minimum
- b. **Pork:** U.S.D.A. No. 1, cured, smoked and fresh.
  - i. Sample Description: Pork Shoulder Butt, Boneless, frozen, roast ready, 7-10 lbs
- c. **Poultry:** U.S. Grade A
  - i. Sample description: Chicken Drumstick, frozen: processed from U.S. Grade A chickens; broilers/fryers; individually frozen; ready to cook.
- d. **Fish:** Fresh and frozen, Grade “A” where grade exists. Certified Sustainable
  - i. Sample description: Wild Alaskan Pollock Loin, Skinless, boneless, IQF, 3oz
  - ii. **Harvested Fish:** Farmed fish must be harvested within the United States or any territory or possession of the United States; and wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel 7 CFR 210.21(d)(6)
- e. **Prepared Meat Products:** Meet above specifications for beef, pork, poultry, fish and include Child Nutrition (CN) Label or a Product Formulation Statement.
  - i. Sample Description: One 2.25 oz, fully cooked, grilled, whole muscle chicken breast filet provides 2.00oz equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirement.

**2. Grains:** See USDA Whole Grain Resource for the National School Lunch and School Breakfast Program at <https://www.fns.usda.gov/tn/whole-grain-resource-national-school-lunch-and-breakfast-programs>

**3. Dairy:** (Must meet minimum standards)

- a. **Fluid Milk:** Schools must offer students a variety (at least two different options) of fluid milk at lunch daily. All milk must be whole, reduced-fat (2%), low-fat (1%), and fat-free fluid milk and lactose-free fluid milk, and nondairy beverages that are nutritionally equivalent to fluid milk and meet the USDA nutritional standards for fluid milk substitutes. Fluid milk may be unflavored or flavored and nonorganic or organic options. 7 CFR 210.10(d)
- b. **Eggs:** Grade B or better eggs are required to be used in food service establishments, including school food service programs. Fresh shell eggs (Grade B or better) may be purchased from local farmers if the farmer holds an Egg Grader License from the Montana Department of Livestock
  - i. Montana Notice to purchaser of grade of eggs
- c. **Cheese:** U.S. Grade “AA”
  - i. Sample description: Cheddar Cheese, reduced fat: shredded; fat content 19.2%-22.9%, moisture 49%, salt content 1.4%-2%, pasteurized; pleasing flavor and odor; satisfactory meltability, 5lb

**4. Canned Fruits and Vegetables:** SFA to Specify Grading U.S. Grade “A” or U.S. Fancy only

- a. Sample Description: Pears, canned, diced—Bartlett pears to be packed to U.S. Grade B Standard; natural juice or water

- b. Sample description: Corn, canned—Whole kernel; to be packed to U.S. Grade A Standard; golden; low sodium, vacuum packed
5. **Fresh and Frozen Fruits and Vegetables:** SFA to Specify Grading and special requirements
- a. Sample description: Oranges, fresh—To be packed to U.S. No. 1 Grade Standard; navel; 100-113 count; 38-45 pounds
  - b. Sample Description: Broccoli, frozen—Florets; to be packed to U.S. Grade A Standard; less than 21 pounds
6. **Condiments and Miscellaneous Groceries:** SFA to Specify Grading and special requirements
- a. E.g. Highest grade obtainable. U.S. No. 1
7. **Buy American provision,** all products must be of domestic origin as required by 7 CFR Part 210.21(d). The SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Substantially is defined as that of which the final processed product contains 51% or more of agricultural commodities which were grown domestically. 7 CFR 210.21(d)(1)(ii). The FSMC shall provide to the SFA appropriate documents, i.e. attestation statements, country of origin labeling, to document compliance with the Buy American provision.

Exceptions to the Buy American provision is only permissible when

- a. The product is listed in the Federal Acquisitions Regulations (FAR) at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or 7 CFR 210.21(d)(5)(i)(A)
- b. Competitive bids reveal the cost of a United States product is significantly higher than the non-domestic product. 7 CFR 210.21(d)(5)(i)(B)

Non-domestic food purchases must not exceed the following caps by the established deadlines: 7 CFR 210.21(d)(5)(ii)(a)-(c)

- a. By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a school food authority purchases per school year.
- b. By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a school food authority purchases per school year.
- c. By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a school food authority purchases per school year.

8. **Geographic Preference:** 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 7 CFR 210.21(g)
- a. [Geographic Preference Expansion Related to the Final Rule titled, Child Nutrition Programs: Meal Patterns Consistent With the 2020- 2025 Dietary Guidelines for Americans](#)

## **SFA Exhibits N-X**

Exhibit N	Food Service Management Company Profile
Exhibit O	Certificate of Independent Price Determination
Exhibit P	FSMC Miscellaneous Proposals
Exhibit Q	Equipment Needed to Prepare and Serve Meals
Exhibit R	FSMC Fee Proposal
Exhibit S	Personnel and Staffing Plans
Exhibit T	Plans to Increase Program Participation
Exhibit U	Plans to Implement Local Foods into Menus
Exhibit V	Anti- Kickback Clause
Exhibit W	Certificate Regarding Lobbying Activities
Exhibit X	Debarment Attestation

## Exhibit N – Food Service Management Company Profile

### Part I – Contact Information

1. FSMC Name: \_\_\_\_\_
2. FSMC Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_
3. FSMC Address: \_\_\_\_\_
4. FSMC Contact Phone Number: \_\_\_\_\_
5. FSMC Contact Email: \_\_\_\_\_

### Part II – General Information

6. Number of Offices \_\_\_\_\_
7. Location of Offices \_\_\_\_\_
8. Employees

Category	Amount
All Company Employees	
Food Service Employees	
School Food Service Employees	
Client Employees supervised by Company	

### Part III – School Food Service Experience

**In this section, provide and attach the following information: Submit as Exhibit N Part 3**

1. Client List: include each school district or similar organization that the company has served during the past 5 years. Must include the following details
  - a. District name
  - b. Status of contract, whether it is active or inactive, terminated or discontinued. If terminated reason for termination
  - c. Contact information of current and/or previous client, please list district personnel with knowledge of the company's experience and performance.
2. Narrative Summary: describe the company's experience in the last 3 years of operations of a complex food service program wherein meal pattern requirements, regulations or guidelines must be followed.
3. References: provide a list of 3 food service clients who can be contacted as references. Must include the following information:

- a. Name
- b. Title
- c. Client Organization
- d. Length of time worked with Client
- e. Address
- f. Phone number
- g. Email Address

**Part IV – Company Personnel and Management Team**

**In this section, provide and attach the following information: Submit as Exhibit N Part 4**

1. List of all Employee/Team Member Information, must include:
  - a. Name
  - b. Title
  - c. Proposed role in food service program
2. Attach a resume of each Employee/Team Member as listed above
3. Briefly describe company's organization and how the resources will be utilized for the benefit of the SFAs food service program

**Exhibit O – Certificate of Independent Price Determination**  
**Certificate of Independent Price Determination**

Both the SFA and FSMC (i.e. the "offeror") shall execute this Certificate of Independent Price Determination.

- A. By submission of their offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
  - 1. The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other offeror or with any competitor.
  - 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
  - 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Food Service Management Company certifies that:
  - 1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1. through A.3. above, or
  - 2. He or she is not the person in the offeror's organization responsible with 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 food service management company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached sheet (if applicable):

\_\_\_\_\_  
Name of Food Service Management Company

\_\_\_\_\_  
Signature of Food Service Management Company's Authorized Representative

\_\_\_\_\_ Title \_\_\_\_\_ Date

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

\_\_\_\_\_  
Name of Sponsor

\_\_\_\_\_  
Signature of Sponsor's Authorized Representative

\_\_\_\_\_ Title \_\_\_\_\_ Date

### Exhibit P – Miscellaneous Proposals

**ONLY** the items checked below are applicable to this Request for Proposal. Clearly label all responses to the applicable items with the exhibit letter and the item number. SFA will provide list of inventories, submitted to FSMC as Exhibit P(1)(a)

1.  **Inventories:**

DOES NOT APPLY TO USDA Foods, USDA foods must be utilized/credited as outlined in the RFP

**a. Upon initiation** of the contract, the successful FSMC will:

purchase all inventory of food and supply items currently in leased storage, the sponsor's warehouse, and in storage in any of the schools. The current market value will be utilized to determine the value of said items.

**-OR-**

utilize all inventory and supply items already purchased by the sponsor and provide a discounted invoice based on the current market value of said items.

If the FSMC does not utilize existing SFA inventory, with the exception of USDA food products, provide why the FSMC will not do so. Otherwise, explain how the FSMC proposes to make payment to the SFA.

**b. Upon the termination** of the contract, the SFA will:

purchase all inventory of food and supply items currently in leased storage, the sponsor's warehouse, and in storage in any of the schools. The current market value will be utilized to determine the value of said items.

**-OR-**

will not purchase all inventory of food and supply items of the FSMC that are on SFAs premises. The FSMC and SFA employees are responsible for removing all items from SFAs premises and FSMC is responsible for all costs to do so.

2.  **A la carte:** A la carte items may be offered only with the SFA's approval at each location. The FSMC agrees to comply with the implementation of section 10 of the Child Nutrition Act of 1966, 42 USC 1779, as amended by the Healthy, Hunger-Free Kids Act of 2010 which requires that all food sold outside of the school meal program, on the school campus and at any time during the school day must meet the nutrition standards set forth in the Interim Final Rule titled "National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010."

a. Describe the contractor's plan for operation of the a la carte program.  
Attach document as Exhibit P (2)

3.  **Adult Meals:** Describe the FSMC's plan for operation of an adult meal service program. Please include FSMC's plan to provide paid adult and gratis foodservice adult meal service.

- a. Attach Document as Exhibit P (3)
4.  Revenue from Nonprogram Foods: Describe how the FSMC plans to operate services such as catering, concessions, fundraisers or vending machines. The FSMC must include breakdown of cost associated with each SFA requested service listed on Exhibit A (14)
  - a. Attach document as Exhibit P (4)
5.  Meal Preparation Sites: Meals may be prepared at the locations presently used or such other kitchen/service arrangements as are proposed by the contractor and acceptable to the SFA. Submit a plan for operation that sets forth school locations by name where food will be prepared and a list of school locations by name to be served by preparation kitchens. Proposed on-site preparation kitchens shall also be identified by name. Refer to Exhibit A (12) for a list of current food preparation and serving sites.
  - a. Attach document as Exhibit P (5)
6.  Nutrition Education: Describe nutrition education signage, materials or programs the FSMC will support provide for students, teachers, parents and other interested parties.
  - a. Attach document as Exhibit P (6)
7.  Farm to School: Describe how the FSMC may implement, assist or expand Farm to School activities predetermined or established by the SFA
  - a. Attach document as Exhibit P (7)
8.  Geographic Preference: Describe how the FSMC may implement, assist or expand the use of local foods into school menus (definition of “local” must be clearly defined by SFA)
  - a. Attach document as Exhibit P (8)

## **Exhibit Q – Equipment Needed to Prepare and Serve Meals proposed in Exhibit B**

The following kitchen equipment, safety equipment, small wares, and other miscellaneous equipment is required from the SFA to prepare and serve the meals as proposed by the FSMC in Exhibit B. All costs associated with obtaining the below items are the responsibility of the SFA and shall not be included as part of the contract between the SFA and FSMC. Only equipment and small wares specified by SFA in Exhibit H are included in the contract. Billback provisions or any provision or amendment to charge the SFA for any equipment or small wares in Exhibit H or any other exhibit are prohibited.

## Exhibit R – FSMC Fee Proposal

The FSMC shall have the exclusive right to operate the SFA food service program for the sole benefit of the SFA, students, faculty, staff, invited guests and other persons designated by the SFA, and not as a source of profit to the FSMC, other than from the Fee Per Meal Type that it receives under this agreement.

1. The fixed price must include all labor and expenses as shown below. These expenses may not be charged back to the SFA in any other manner.
  - a. Menu development specific to the operation
  - b. Nutrition education materials and program expense
  - c. Design services specific to the operation
  - d. Education program via assembly programs, school room programs, parent/teacher meetings, and school food advisory committee meetings
  - e. Personal representation, visitation, and coverage on a regular basis by a principle of FSMC
  - f. All accounting
  - g. All payroll costs and documentation
  - h. Administrative dietetic, nutritional, sanitation, and personnel advice
  - i. All costs incurred in hiring and relocating, if necessary, the FSMC management team
  - j. All training costs for FSMC employees
  - k. All miscellaneous costs to operate the program, i.e., consumable marketing materials
  - l. One-time performance bond, if applicable
  
2. The Meal Equivalent Factor shall be utilized in determining equivalent meals for a la carte sales, adult meals, concessions and other non-reimbursable sales or sales accruing from the SFAs internal catered events. This meal equivalent price is commonly based on the Federal reimbursement rate for meals served “free” plus the entitlement value of USDA Foods which is adjusted annually by USDA. The FSMC must convert all receipts from non-reimbursable sales to equivalent meals. Charges to the SFA will be made at the meal equivalent fee according to the following formula: Amount SFA is to be billed for non-reimbursable sales = (total non-reimbursable sales) / (meal equivalent factor) (X) meal equivalent fee.

### Fee Proposal Estimate [SFA to provide the Meal Equivalent Rate to FSMC](#)

<b>Fee Proposal Per type of Meal- Reference Exhibit E to fill in Column B</b>			
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>
<b>Meal Type</b>	<b>Number of Meals or Meal Equivalents</b>	<b>Fee per Meal or Meal Equivalent \$</b>	<b>Estimated Total Fees (Column B x C)</b>
Total Student Lunches (NSLP)	<b>122,741</b>	\$	\$
Total Student Breakfasts (NSLP)	<b>44,343</b>	\$	\$
Total student NSLP Afterschool Snacks		\$	\$
Total SFSP Student Lunches/Supper Meals (if applicable)		\$	\$
Total SFSP Student Breakfast (if applicable)		\$	\$
Total SFSP Snacks (if applicable)		\$	\$
Total Special Milk Program Milks (SMP)		\$	\$
Total Meal Equivalents from FFVP		\$	\$

Total Meal Equivalents from Non-Reimbursable Meal Sales (such as a la carte or adult meals)		\$	\$
<b>Estimated Total Meal Fees</b>			\$
<b>Meal Equivalent Factor (SFA to provide meal equivalent rate)</b>			\$
<b>Additional fee per meal for employment transition if applicable (see exhibit S)</b>			\$

**Agreement to Operate**

Per 7 CFR 210.16(d) *Duration of contract.* The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

Therefore,

The Food Service Management Company \_\_\_\_\_, hereinafter referred to as the FSMC, agrees to operate the school food service program of \_\_\_\_\_, a federal Child Nutrition Program sponsor, hereinafter referred to as the SPONSOR as described in the SPONSOR’s Request for Proposal (RFP) specifications for the school year 20\_\_\_\_\_ and any subsequent negotiated one-year extensions of this agreement.

The FSMC’s management fee proposal is based upon the fee structure specified by the SPONSOR in Exhibit R of its RFP and the management fee estimates provided by the FSMC in Exhibit R.

The FSMC hereby agrees to enter into an appropriate SPONSOR/FSMC agreement subsequent to the award of the contract.

\_\_\_\_\_  
Name of Food Service Management Company

\_\_\_\_\_  
Name of Company Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Address

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Contact Phone Number

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Contact Email Address

## Exhibit S – Personnel and Staffing Plan

### Sponsor Current Personnel Costs (SY 2025/2026)

Job Category	Number of Positions (Sponsor Employees)	Number of Positions (FSMC Employees)	Average Hourly Wage	Average Hours Worked per Week	Total Cost Per Week
Director/Supervisor		1			
Cafeteria Assistants	11		\$19.31	34	\$7,222.00
Cooks					
Dishwashers					
Cashiers					
Other (Specify Job Job) District Secretaries	2		\$20.00	4	\$160.00
<b>Total:</b>	<b>13</b>		<b>\$39.31</b>	<b>38</b>	<b>\$7,382.00</b>
Sponsor Comments:					

### Staffing Plan Requested by Sponsor

Non-Management Employees: Sponsor to select option(s) in which a bid is requested

A. Sponsor Requests:

- Option 1 All non-management food service employees are to be employees of the **Sponsor**
- Option 2 All non-management food service employees are to be employees of the **Contractor**.

X Option 3 All non-management food service employees are to remain employed by the Sponsor, however, the Sponsor requests the option to transition the employment of district employees to that of the Contractor. **\*\*Contractor: Please provide a price per meal per FTE (Full Time Equivalent) on last line of Exhibit R that will be applied to meals (breakfast and lunches only) listed on Exhibit R**

- Option 4 All non-management food service employees except the cashier(s) are to be employees of the Contractor.

*If the Sponsor does not indicate that employees will be transitioned from the Sponsor to the Contractor, the addition of an employee, due to attrition, on the Contractor's payroll and then charged to the Sponsor as a Billback or an amendment is prohibited in a fixed price contract*

**Staffing Plan Proposed by Contractor**

Contractor: Follow the instructions below based on requests listed above in Staffing Plan requested by Sponsor

Option 1 is marked, complete items B and E.

Option 2. is marked, complete items C, D, E and remainder of this section.

Option 3. is marked, complete items B, C, D and E.

Option 4. is marked, complete items C, D, E, and remainder of this section.

B. FSMC Agrees or Disagrees with options above from item A

Yes

No-Does the contractor intend to hire and terminate all food service employees

C. Should a problem occur with an employee, how does the FSMC intend to work through the SFA's grievance procedure that is now in place?

D. Describe the FSMC's plans for transitioning employees from the sponsor to the contractor and indicate anticipated dates transition process will begin.

E. Describe fringe benefits that will be provided for the contractor's food service employees.

F. Food Service Director Position

Contractor proposes that the Food Service Director employed by the Contactor will be available on-site full-time.

Contractor proposes that a Food Service Director shall be employed by the Contractor and will be shared between this Sponsor and another Sponsor. Price per meal reflects a part-time Food Service Director who will be available on-site approximately \_\_\_\_\_ hours per select one (day/week/month)

**Contractor Proposed Staffing Plan**

<b>Salaried/Management Positions</b>					
Job Title	Number of Positions	Approximate Hours to be Worked on Site per Week	Salary	Benefits	Retirement Program
Director		select one			
Supervisor		select one			
Manager		select one			
Other(specify Title)		select one			

<b>Hourly Positions</b>				
Job Title	Number of Positions	Average Hourly Wage	Benefits	Retirement Program
Cook				
Cook Assistant				
Dishwasher				
Salad Bar Attendant				
Cashier				
Other (Specify Title)				

Will Student Help be permissible within the school district per approval of each building principal

- Yes
- No

If Yes,

**Sponsor**, describe the current way the school allows for student help in the kitchen(s), list permissible times and duties allowed.

**Contractor**, if applicable, describe how and to what extent student help can be incorporated into the kitchen(s)

## **Exhibit T – Plans to Increase Program Participation**

Based upon the participation data provided in Exhibit E., describe specific actions that will be taken to maintain and increase student participation in the food service programs. Such as innovative school breakfast delivery methods, participating in At-Risk afterschool meals, purchasing local products, and/or offering Pre-K meals

## **Exhibit U – Plans to Implement Local Foods in Menus**

Describe specific actions that will be taken to implement local foods in the food service programs. Will Geographical Preference be utilized when sourcing food items. Describe how farm to school activities can be promoted or utilized through procurement, nutrition in the cafeteria, or community involvement.

## Exhibit V – Anti-Kickback Clause

The regulations pertaining to Copeland Act applies to any contract which is subject to Federal wage standards, and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. permissible on such work.

[29 CFR 3.1 \(40 U.S.C. 3145\)](#)

The "Anti-Kickback" section of the Copeland Act applies to all contractors and subcontractors performing on any federally funded or assisted contract for the construction, prosecution, completion or repair of any public building or public work, except contracts for which the only federal assistance is a loan guarantee. This provision applies even where no labor standards statute covers the contract.

The regulations pertaining to Copeland Act payroll deductions and submittal of the weekly statement of compliance apply only to contractors and subcontractors performing on federally funded contracts in excess of \$2,000 and federally assisted contracts in excess of \$2,000 that are subject to federal wage standards.

The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act and implementing regulations require a contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing covered work during the preceding payroll period. The regulations also list payroll deductions that are permissible without the approval of the Secretary of Labor and those deductions that require consent of the Secretary of Labor.

- A. The Anti-Kickback Act of 1986 ([40 U.S.C. 3145](#)) (the Act), prohibits any person from—
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- B.
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (b)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (b)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

**Exhibit W – Certificate Regarding Lobbying Activities**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

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.

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Name of Food Service Management Company

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Address

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City

State

Zip

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Name of Company Representative

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Title

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Signature

Date

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if known: _____  Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		

**14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:**

*(attach Continuation Sheet(s) SF-LLLA, if necessary)*

**15. Continuation Sheet(s) SF-LLLA attached:**            Yes            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.

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Federal Use Only:**

Authorized for Local Reproduction  
 Standard Form LLL (Rev. 7-97)

**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 the SF-LLLA 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 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "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., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

**(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).**

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for**

## **Exhibit X – Certification Regarding Debarment**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

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

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

#### **BEFORE COMPLETEING CERTIFICATION READ THE INSTRUTIONS CONTINUED BELOW**

---

Name of Food Service Management Company

---

Address

---

City

State

Zip

---

Name of Company Representative

---

Title

---

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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 tiered 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 tiered 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 No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.