MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION

DIVISION OF ADMINISTRATIVE AND FINANCIAL SERVICES
FOOD AND NUTRITION SERVICES

FOOD SERVICE MANAGEMENT COMPANY (FSMC) FIXED PRICE
REQUEST FOR PROPOSAL (RFP) AND CONTRACT

Local Education Agency (LEA) Checklist for Contracting FSMC Services

Procedures to Follow	Date Completed
1. RFP Prototype attached. **All information in RED (pages 1-11) must be completed by LEA. All information in GREEN (pages 10-14) must be completed by the FSMC.**	
2.Submit RFP for review to: Food and Nutrition Services Missouri Department of Elementary and Secondary Education P.O. Box 480 Jefferson City, MO 65102-0480 **or** E-Mail: kyle.heislen@dese.mo.gov Questions, contact: Kyle Heislen at (573) 522-9849	
3. Receive State Agency approval of RFP.	
4. Advertise and mail RFP to prospective bidders. USDA suggests at least 60 days for RFP to be allowed from the time proposals are solicited to the time they are due.	
5. Send State Agency a copy of the advertisement. Advertise in major newspaper/trade journals that are normally used by the LEA for publicizing other procurements. See advertisement example on the FSMC webpage.	
6. Receive bids and select most advantageous bid, fully documenting evaluation process.	
7. Send the below to the State Agency for review and approval *before signing*: - selected RFP/contract - affidavit of publication - evaluation sheets - menus Allow at least two weeks for this process. **LEA and FSMC must not sign prior to SA approval.**	
8. Receive State Agency contract signature and approval. State Agency will return the signed contract to LEA.	
9. LEA and FSMC complete contract signature page (page 35) and submit to the State Agency. For LEA protection, FSMC operation must not commence until after date of contract signing.	
10. State Agency sanctions final contract.	

This checklist is provided to help LEAs ensure that all the required steps are followed when contracting with a FSMC.

Fixed Price

FOOD SERVICE MANAGEMENT COMPANY (FSMC) REQUEST FOR PROPOSAL AND CONTRACT

Local Education Agency Name (LEA): Trenton R-IX Schools

Agreement No.: 040-107

Send Sealed Proposal to:

Daniel Gott

1607 Normal St

Trenton, MO, 64683

660-339-6266 ext. 4004

All proposals must be received by:

9:00AM

04/01/2026

To be filled in after contract awarded by LEA.

FSMC Awarded: FSMC Name

LOCAL EDUCATION AGENCY (LEA) INFORMATION – (LEA COMPLETE PAGES 1-11)

This solicitation is for the purpose of entering into a contract for the operation of a food service program between the school/ district hereinafter referred to as the Local Education Agency (LEA) and the Food Service Management Company (FSMC).

Each bidder must submit a complete response to this solicitation ***using the forms provided.*** No other documents submitted with the Request for Proposal (RFP)/contract will affect the contract provisions. *If the FSMC provides additional provisions they must be included on the RFP/contracts additional provisions page and they must be reviewed and approved by the State Agency.*

1. A pre-proposal meeting to review the RFP, to clarify any questions, and for a walk-through of the facilities with school officials on , 02/24/2026, 9:00AM **at** District Office 1607 Normal St

   Virtual Tour to be provided via: _____

2. Proposals are to be submitted to:

LEA	Trenton R-IX Schools Attn: Daniel Gott
Address	1607 Normal St
City, State, Zip	Trenton, MO, 64683
Email Address	dgott@trentonr9.k12.mo.us

3. Proposals must be submitted by 04/01/2026 9:00AM Proposals will not be accepted after the deadline. and

4. This contract shall become effective July 1, 2026 terminate on June 30, **2027** The effective date may be different from July 1, but the termination date must be June 30. The effective date may not occur prior to the date on which the contract is signed.

5. The bid opening will be held on, 04/01/2026, 10:00AM. Proposals will not be accepted after the deadline.

6. The FSMC shall conduct the food service in such a manner as will ensure compliance with the rules and regulations of the Missouri Department of Elementary and Secondary Education, Food and Nutrition Services Section, hereinafter referred to as the State Agency (SA) and the United States Department of Agriculture (USDA) regarding Child Nutrition Programs.

Check only the programs the LEA operates. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed.

- [x] National School Lunch Program (NSLP) (Regular Term)
- [ ] NSLP (Summer Term)
- [x] School Breakfast Program (SBP) (Regular Term)
- [ ] SBP (Summer Term)
- [x] Seamless Summer Option (SSO)
- [ ] After-School Snack Program (ASSP)
- [ ] Child & Adult Care Food Program (CACFP) Administered by the Department of Health and Senior Services (DHSS)
- [ ] Special Milk Program (SMP)
- [x] A la Carte
- [x] Adult Meals
- [x] Outside Catered Events
- [ ] Fresh Fruit and Vegetable Program (FFVP)
- [ ] USDA Foods (Commodities)
- [ ] Summer Food Service Program (SFSP) Administered by DHSS

If CACFP or SFSP are marked please see Appendix A

7. The contract charge for meal service is based on an estimated minimum number of 169 full serving days.

8. The LEA will [x] will not [ ] require the FSMC to perform a security (background) check on any FSMC employee.

9. The LEA must designate if current LEA employees, including site and area managers as well as any other staff, will be retained by the LEA or be subject to employment by the FSMC.

   Employees retain by: ☐ LEA ☐ FSMC ☑ Both LEA and FSMC

10. ☑ LEA ☐ FSMC shall be responsible for any costs for the storage and delivery of federally USDA foods used by the food service program.

11. ☐ LEA ☑ FSMC shall be responsible for any costs resulting from the processing of federally USDA foods.

12. Type of food service preparation: ☑ On-site preparation ☐ Vended

13. The LEA shall provide the FSMC with a schedule of employees, positions, assigned locations, salaries, and hours to be worked on the Labor Worksheet (Page 7).

14. The LEA authorizes the FSMC to exclusively manage and operate on its behalf the school cafeterias, kitchens, snack bars, and related food facilities located within the premises of all LEA schools specified on LEA/Site Building Listing-General Data (Page 8).

15. The LEA may provide the FSMC with any General Information pertaining to the LEAs(Page 4). This should provide any information that the LEA feels is important and will give the prospective bidder a clearer idea of how the district/school is set up. e.g. Does the district participate in a provision (CEP or Provision 2), is a 4 day school week, opening and closing balance of the food service account, etc.

16. Attach the LEA's calendar for the current school year.

17. Attach participation information for lunch and/or breakfast and/or al a carte receipts from August through November of the prior school year broken down by each school.

18. The LEA will provide a 21-day menu cycle (lunch, breakfast and after school snack, as applicable). LEA's with no capability to prepare a cycle menu may, with state agency approval, require that each FSMC include a 21-day menu cycle, developed in accordance with the provisions of 210.10 & 220.8, with its proposal. The FSMC must adhere to the cycle of the following: for the first 21 day s of meal service. Changes thereafter may be made with the approval of the LEA. (7 CFR 210.16 (b)(1))

Select one of the following:

☐ LEA provides 21 day menu cycle

☑ FSMC requested to provide 21 day menu cycle

Farm to School

The LEA ☑ will ☐ will not encourage the FSMC to explore the MO Farm to School Program and to make an effort to purchase fresh, locally grown food as allowed including the use of Geographic Preference in 7 CFR 210.21(g). The FSMC is encouraged to offer nutrition-based educational opportunities. The LEA request the FSMC provide participation information in the Farm to School Program:

a. Describe how the FSMC proposes to expand the LEA's participation in the MO Farm to School Program.
b. Describe how the FSMC will give preference to small, minority, women's business.
c. Describe how the FSMC has demonstrated involvement and experience in farm to school.

Include specific, allocable points for farm to school in the scoring criteria (page 9).

If additional information is required, please contact. **The LEA must obtain written approval of the RFP by the SA before issuance.**

Daniel Gott 660-339-6266 or dgott@trentonr9.k12.mo.us.

RFP/Contract Additional Provisions

Additional requests made by the LEA are to be included on this page. The additions are limited exclusively to insert clauses that cover issues not otherwise covered in the prototype. LEA additional RFP/contract provisions must be reviewed and approved by the State Agency.

The PreBid meeting will be a mandatory meeting on 02/24/2026. There will be no other scheduled prebid meetings.

LEA General Information

General Information for the LEA can be included on this page. This should provide any information that the LEA feels is important and will give the prospective bidder a clearer idea of how the district/school is set up. *e.g. Does the district participate in a provision (CEP or Provision 2), is a 4 day school week, opening and closing balance of the food service account....*

We cater our FFA Banquet every year which feeds roughly 300 people. We also cater an alumni breakfast for 100 people.

Division of Responsibilities for Food Service Program

Mark with an "X" those that will be the responsibility of the FSMC, the LEA, both LEA and FSMC or Not Applicable (NA).

COSTS	FSMC	LEA	NA
Food Cost (food, condiments, beverages)			
Food Purchasing	X		
Processing of Invoices	X		
Payment of Invoices	X		
Donated Food Inventory Control	X		
Storage/Delivery Charges of Donated Foods		X	
Inter-LEA Delivery of Donated Foods		X	
Labor Cost			
Payment of Managers, and/or Supervisors:	X		
Payment of Hourly Wage Employees	X		
Payroll Taxes of all Employees	X		
Preparation of all Employee Payroll	X		
Processing of all Employee Payroll	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		
Labor Charges for Supervision of Outside Groups using Facilities		X	
Student Labor (IF Any)		X	
Other Purchased Services			
Telephone, local service		X	
Telephone, long distance	X		
Utilities (heat, power, water)		X	
Extermination		X	
Laundry		X	
Removal of Trash and Garbage from Kitchen		X	
Removal of Trash and Garbage from Premises		X	
Other			
Supplies			
Disposable Service ware	X		
Cleaning Supplies	X		
Paper Supplies	X		
Uniforms	X		
Menu Paper	X		
Menu Printing	X		
Promotional Materials	X		
Nutrition Education and Materials	X		
Office Supplies	X		
Postage	X		
Facilities			
Routine Cleaning of Cafeteria Walls and Floors		X	
Routine Cleaning of Kitchen Walls and Floors	X		
Periodic Waxing and Buffing of Floors		X	
Sanitation and Proper Use of Equipment	X		
Daily Cleaning of Cafeteria Tables and Chairs	X		

Division of Responsibilities for Food Service Program

Capital Improvement	FSMC	LEA	NA
Painting		X	
Other			
NSLP Free/Reduced Application Verification		X	
NSLP Free/Reduced Application Approval		X	
Records Supporting Reimbursement Claims		X	
Point-of-Sale Accountability		X	
Collection and deposit of Daily Cash Receipts		X	
Menu	X		
Development	X		
Menu Distribution	X		
Inter-LEA Deliver to Satellite Areas	X		
Vehicle Lease of Purchase		X	
Vehicle Maintenance		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	X	X	
Performance Bond (if applicable)	X		
Liability Insurance	X		

LABOR WORKSHEET

To be completed by the LEA for LEA employees pay rates for the school.

Site or School	Employee Name (Optional)	Job Title	Hourly Rate ($)	Daily Hours	Number of Days Paid	Total Annual Wage ($)
ALL		Food Service Manager	16.70	7.5	182	29,315.20
Rissler		Cook	16.00	7.5	180	21,720.00
THS		Cook	17.00	7.5	180	22,950.00
Rissler		Cook	19.45	7.5	180	26,257.50
TMS		Cook	17.15	7.5	180	23,152.00
Rissler		Cook	15.90	7.5	180	21,465.00
THS		Cook	16.70	7.5	180	22,545.00
Rissler		Cook	18.45	7.5	180	24,907.00
THS		Cook	15.60	7.5	180	21,177.00
TMS		Cook	17.00	7.5	180	22,950.00
TMS		Cook	15.60	7.5	180	21,177.00
TOTAL LABOR						$ 257615.70
Retirement						$ 24,494.00
Substitute Pay						$ 20,000.00

LEA SITE/BUILDING LISTING – GENERAL DATA

Site/Building Name	Address	Grade Levels	Enrollment	Type of Meal Service (vended or on-site prep)	# of serving periods	Beginning and Ending Times of Meal Service			CEP or Provision II (list below)	No. of Serving Days
						Breakfast	Lunch	Snack		
Rissler Elementary	801 W. 4th Terrace	PK-4	335	On-Site Prep	6	7:25-7:50	10:25-12:			169
Trenton Middle School	1417 Oklahoma Ave	5-8	329	On-Site Prep	4	7:35-8:00	11:16-12::			169
Trenton High School	1415 Oklahoma Ave	9-12	303	On-Site Prep	4	7:35-8:00	11:16-12::			169

Evaluation and Award Process

After determining that a bid satisfies the mandatory requirements stated in the RFP, the LEA shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid. The LEA must evaluate the bids and must state in the RFP/ contract how they plan to evaluate the bids.

Weight		Criteria
30	points	Price/Cost (Price must be primary factor)
15	points	Service Capability Plan
10	points	Experience, References
10	points	Financial, Condition/Stability, Business Practices
5	points	Accounting and Reporting Systems
10	points	Personnel Management
5	points	Innovation
5	points	Promotion of the School Food Service Program
5	points	Involvement of Students, Staff, and Patrons
5	points	Support for Missouri Farm to School
	points	
	points	
	points	
100	**Total**	**(Must equal 100)**

Additional items can be added under the criteria for a more precise evaluation.

While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under the competitive proposal method.

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

Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (2 CFR 200.319)

Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;
(2) Requiring unnecessary experience and excessive bonding;
(3) Noncompetitive pricing practices between firms or between affiliated companies;
(4) Noncompetitive contracts to consultants that are on retainer contracts;
(5) Organizational conflicts of interest;
(6) Specifying only a ''brand name'' product instead of allowing ''an equal'' product to be offered and describing the performance or other relevant requirements of the procurement; and
(7) Any arbitrary action in the procurement process

FSMC INFORMATION – (FSMC COMPLETE PAGES 9-13)

Fixed Price Financial Agreements

LEA must choose option A or B. If chose option A the fixed price per meal and outside catered events will be subject to the percent change in the Consumer Price Index (CPI) for all Urban Consumers- US City Average- Food Away from home from May of the previous year to May of the current year, at the time of contract renewal. The specific CPI used will be published in Federal Register Notice, Department of Agriculture, Food and Nutrition Service, National School Lunch, Special Milk, and School Breakfast Programs, National Average Payments/ Maximum Reimbursement Rates. If chose option B, fixed prices must be stated for the current year and the additional four renewal years. The SA mandates the Meal Equivalent Factor.

A. ☐ The financial arrangements between the LEA and FSMC for the management of the school food services are as follows:

FSMC COMPLETE THE BELOW INFORMATION	
Fixed price per student lunch for the 2026-2027 regular school year:	
Fixed price per student breakfast for the 2026-2027 regular school year:	
Fixed price per after school snack for the 2026-2027 regular school year:	
Fixed price per non-student lunch for the 2026-2027 regular school year:	
Fixed price per non-student breakfast for the 2026-2027 regular school year:	
The meal equivalent factor for the 2026-2027 regular school year (state mandated):	
The meal equivalent factor for outside catered events for the 2026-2027 school year:	
ONLY COMPLETE BELOW IF ADMINISTER NSLP (SUMMER) OR SSO (SUMMER)	
Fixed price per student breakfast for the 2026-2027 summer school:	
Fixed price per student lunch/supper for the 2026-2027 summer school:	
Fixed price per student snack for the 2026-2027 summer school:	
ONLY COMPLETE BELOW FOR NUTRITION PROGRAMS ADMINISTERED BY DHSS	
Fixed price per Student **CACFP** Breakfast for the 2026-2027 school year:	
Fixed price per Student **CACFP** Lunch/Supper for the 2026-2027 school year:	
Fixed price per Student **CACFP** Snack for the 2026-2027 school year:	
Fixed price per Student **SFSP** Breakfast for the 2026-2027 school year:	
Fixed price per Student **SFSP** Lunch/Supper for the 2026-2027 School	
year: Fixed price per Student **SFSP** Snack for the 2026-2027 School year:	

B. ☑ The financial arrangements between the LEA and FSMC for the management of the school food services are as follows:

	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
FSMC COMPLETE THE BELOW INFORMATION					
Fixed price per student lunch:					
Fixed price per student breakfast:					
Fixed price per student after school snack:					
Fixed price per non-student lunch:					
Fixed price per non-student breakfast:					
The meal equivalent factor (state mandated):					
The meal equivalent factor for outside catered events:					
ONLY COMPLETE BELOW IF ADMINISTER NSLP (SUMMER) OR SSO (SUMMER)					
Fixed price per student breakfast for summer school:					
Fixed price per student lunch/supper for summer school:					
Fixed price per student snack for summer school:					
ONLY COMPLETE BELOW FOR NUTRITION PROGRAMS ADMINISTERED BY DHSS					
Fixed price per Student **CACFP** Breakfast:					
Fixed price per Student **CACFP** Lunch/Supper:					
Fixed price per Student **CACFP** Snack:					
Fixed price per Student **SFSP** Breakfast:					
Fixed price per Student **SFSP** Lunch/Supper:					
Fixed price per Student **SFSP** Snack:					

Description and History of FSMC

Each FSMC shall furnish as part of their proposal a complete general description of experience in the field of school food service operations. Please include the following:

1. Name and address of FSMC.

2. The duration and extent of experience in the operation of school food services.

3. A list of similar operations and locations where FSMC is operating or has operated school food services. Give length of time, name, address, and telephone number of contact person of each operation.

4. A summary of the FSMC's experience during the past 3 years of successfully operating a school food service program requiring nutritious meals that comply with applicable regulations.

5. A table of FSMC organization and a plan for the administrative management, supervision, and staffing proposed under the specifications of this contract.

LABOR WORKSHEET

To be completed by the FSMC for FSMC employees pay rates for the school year.

SITE OR SCHOOL	EMPLOYEE	JOB TITLE	HOURLY RATE ($)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE ($)
TOTAL LABOR						$
Retirement						$
Substitute Pay						$

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts, Exceeding $100,000 in Federal Funds.

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

_____

Name/Address of Organization

_____

Name/Title of Submitting Official

Signature_____ Date _____

RFP/Contract Additional Provisions

Additional requests made by the FSMC are to be included on this page. FSMC additional RFP/contract provisions must be reviewed and approved by the SA.

General Information – Terms and Conditions to be Included in RFP\Contract (Pages 15-27)

The LEA wishes to retain the FSMC to provide certain food and food related services at the sites specified by the LEA. The contract is acknowledged by the LEA and FSMC to be satisfactory and adequate. Both parties agree as follows:

1. The food service program provided shall be operated and maintained as a benefit to the LEA students, faculty, and staff.
2. The FSMC must give evidence of financial stability.
3. The FSMC must be licensed to do business in the State of Missouri.
4. Award shall be made to a qualified and responsible offer whose proposal is most responsive to this solicitation. A responsible offer is one who's financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
5. The FSMC 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 FSMCs own risk and cannot secure relief on the plea of error.
6. The LEA is not liable for any cost incurred by the FSMC prior to the signing of a contract by all parties. **Paying the FSMC from the Child Nutrition Program funds is prohibited until the contract is approved by the SA, and signed by both parties.**
7. Provisions for equipment purchases that entail repayment to the FSMC over a period in excess of one year are not permitted.
8. No oral interpretation will be made to any FSMC as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the LEA. Unauthorized contact by the FSMC with other LEA employees or LEA Board Member regarding the RFP may result in disqualification. Each request for such interpretation shall be made in writing to the LEA. Every interpretation made to the FSMC will be in the form of an addendum to the specification, mailed to each FSMC, and will be on file at the school. All such addenda shall become part of the final contract and FSMC shall be bound by such addenda.
9. In the event the contract initially awarded by the LEA is terminated for any reason within 120 days of the due date for proposals, the LEA reserves the right to accept any other submitted proposal in conformance to the requirements of this solicitation including submission by the original date by which such proposals where due.
10. A material change is a change that, had other bidders known of the change at the time they submitted their responses, would have caused them to bid differently. In this instance, the LEA should publish a new solicitation that accounts for anticipated changes in labor fees and award a new contract for the next school year. *Scenario:* fees requested by a FSMC that are in addition to the fixed price as agreed to in a contract awarded through means of an (a)IIFB or (b))an RFP cannot be paid from the nonprofit school food service account (NSFSA). The additional fees represent a material change to the contract.

Intent

1. The FSMC shall conduct the food service in such a manner as will ensure compliance with the rules and regulations of the SA and the USDA regarding Child Nutrition Programs.
2. The LEA is prohibited from entering into contracts that are on a "cost-plus-a-percentage of cost" or "cost-plus-a-percentage-of-income" basis.
3. If the LEA determines that significant changes are necessary, the LEA must rebid the contract. The following changes would normally not substantially change the contract.

   Number of schools - new schools added;

   Changes in enrollment - decreased and increased in student enrollment and the corresponding change expected in participation;

   Changes in meal prices charged to students by LEA - meal price changes (determined by the LEA);

   Cost increases - cost increases limited to a measurable index (such as the Consumer Price Index for all Urban Consumers).Examples of substantive changes which could require the LEA to rebid the contract include; the addition of a program, such as the SBP; major changes to the formula for determining meal equivalence; or major shift in responsibilities for the LEA/FSMC staff.

   Economic price adjustment - subject to the percent change in the CPI. The specific CPI must be used for all additional fees requested by the FSMC. Contract management would require that the LEA verifies all increase/decrease in price adjustment.

4. If a material change takes place, the LEA must rebid the contract. A material change is an change that , had other bidders known of the change at the time they submitted their responses, it would have caused them to bid differently. Examples may include the addition of a program such as Afterschool Snack Program, or a major shift in responsibilities for the LEA/FSMC staff.
5. The FSMC shall cooperate with the LEA in promoting nutrition education and coordinating the LEA's food service with classroom instructions.
6. The LEA reserves the right to maintain present food and beverage vending machines in its facilities.
7. The FSMC will be required to use the LEA's point of sale software. Information regarding the software will be available at the pre-bid conference.
8. The FSMC shall be an independent contractor and not an employee of the LEA. The employees of the FSMC shall not be employees of the LEA.
9. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc, as requested by the LEA. The LEA or requesting organization will be billed for the actual cost of food, supplies, labor, and the FSMC's overhead and administrative expense if applicable to providing such service. USDA donated foods shall not be used for these special functions.
10. This contract constitutes the entire agreement between the LEA and the FSMC and may not be changed, extended orally, or altered by cause of conduct.
11. No provision of this contract shall be assigned or subcontracted without prior written consent of the LEA.
12. Any agreement between the LEA and the FSMC shall be subject to approval by the SA.

Duration and Termination

1. This contract shall be for duration of no longer than one year; and options for the yearly renewal of a contract may not exceed four (4) additional years. (7 CFR 210.16(d))

2. Either party may cancel for cause with 60 day notification. (7CFR 210.16(d))

3. Any amendment, addendum, and/or renewal to the contract shall become effective at the time specified and must be sent to the SA.

4. Neither the FSMC nor the LEA shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence.

5. Ensure that the SA has reviewed and approved contract terms and that the LEA has incorporated all SA required changes into the contract or amendment before any contract or amendment to an existing FSMC contract is executed. Any changes made by the LEA or FSMC to a SA pre-approved prototype contract or SA approved contract term must be approved in writing by the SA before the contract is executed. When requested, the LEA must submit all procurement documents, including responses submitted by potential contractors, to the SA, by the due date established by the SA. (7 CFR 210.16(a)(10))

Fixed Price Financial Agreements

1. Meal equivalent factor to be used is mandated by the SA. The LEA will require the FSMC to convert all receipts from cash or a la carte sales to equivalent meals and charges to LEA made at the student lunch contract rate according to the following formula:

   Amount LEA is to be billed for a la carte program = (total a la carte sales) / (meal equivalent factor) (X) fixed price per meal. **Example: a la carte revenue $100,000 / (divide) meal equivalent factor (mandated by SA) 3.75= (equals) meal equivalents 26,667 meal equivalents 26,667 X (times) fixed price per meal (mandated by SA) $2.00 = (equals) charge to LEA by FSMC $53,334.**

2. Meal equivalent factors shall be utilized in determining equivalent meals for a la carte sales and sales accruing from a LEA sponsored catered events.

3. For outside catered events not directly invoiced to the LEA the meal equivalent factor will be utilized to determine the appropriate credit to the LEA.

4. The fixed price must include all labor (including bonuses, if any) and expenses as shown below. They may not be charged back to the LEA in any other manner.
    - Menu development specific to the operation
    - Nutrition education materials and program expense
    - Design services specific to the operation
    - Education program via assembly programs, school room programs, parent/teacher meetings, and school food advisory committee meetings
    - Personal representation, visitation, and coverage on a regular basis by a principle of FSMC
    - All accounting
    - All payroll costs and documentation
    - Administrative dietetic, nutritional, sanitation, and personnel advice
    - All costs incurred in hiring and relocating, if necessary, the FSMC management team
    - All training costs for FSMC employees
    - All miscellaneous costs to operate the program; i.e., consumable marketing materials
    - One-time performance bond

5. The FSMC shall submit an invoice to the LEA weekly based upon the actual number of meals served during that calendar week, or monthly based upon the actual number of meals served during the calendar month multiplied by the daily rates for the total billing.

6. The LEA's failure to pay as invoiced shall constitute a breach of the contract. In the event any invoice is unpaid for more than 45 days, the FSMC shall have the right upon ten (10) days written notice to terminate performance under this contract. The LEA further agrees to pay all costs of collection of amounts due including a reasonable attorney's fee. Waiver by FSMC of the right to terminate for one or more late payments shall not constitute waiver of FSMC's rights for future last payments.

7. Fixed price per meal contracts awarded on a per meal basis and revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide infromation 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. This information is used to determine compliance with revenue from nonprogram foods a 7 CFR 201.14(f).

Professional Standards for Local School Nutrition Personnel

The final rule seeks to insure that local school nutrition personnel in the National School Lunch and School Breakfast Programs have the knowledge and skills to manage and operate the programs correctly and successfully. The training standards apply to contract employees that are involved in the management or operation of the school nutrition programs, regardless of the contract duration. The LEA must request documentation from the FSMC to show compliance with the annual training standards.

Training standards do not apply to a vended meal provider commercial entity off-site from the school food service that provided pre plated meals. However, the LEA director must insure that vendors providing meals for the school nutrition programs have the knowledge and skills to supply safe and nutritious meals that meet the meal patterns and dietary specifications.

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

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

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

LEA Responsibilities

1. The LEA shall ensure that FSMC operation of the LEA's school food service is in conformance with the LEA's agreement under the program. (7CFR 210.16(a)(2))

2. The LEA shall retain control of the quality, extent and general nature of its food service and the prices to be charged to the children for meals, milk, after school snack, a la carte items, adult meals, and vending machine items, as applicable. (7CFR 210.16(a)(4))

3. The LEA must receive all food service revenue, including rebate payments resulting from participation in the Rebate Program offered through the State of Missouri Commodity Processing Program for processed donated foods. The food service revenue shall flow through the LEA chart of accounts. The food service revenue shall be used only for the LEA nonprofit food service. (7CFR 210.14 (a))

4. The LEA shall monitor the food service program, by using the FSMC Monitoring Form, through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals.
(7CFR 210.16 (a)(3))

5. The LEA shall retain the right to approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the SA and the USDA. LEA must retain records for approved menus and recipes for meals and productions records showing compliance with all rules and regulations of the SA and the USDA.

6. The LEA shall approve all a la carte items and the prices charged for those items in advance of their sale by the FSMC.

7. The LEA shall ensure that an advisory board composed of parents, teachers, and students to assist in menu planning is established. (7CFR 210.16(a)(8)

8. The LEA shall retain signature authority on the SA-LEA agreement, free and reduced price policy statement and claims for reimbursement. (7CFR 210.16(a)(5))

9. The LEA has responsibility for developing, distributing, and collecting free and reduced price letter/application. (7CFR 245.10(a)) The LEA also has responsibility for determination of eligibility, conducting hearings, and for verification. (7CFR 245.6(a), 245.6(b), 245.7)

10. The LEA is responsible for participation in Direct Certification.

11. The LEA shall ensure applicable health certification(s) is maintained and that all State and local regulations are being met by FSMC preparing or serving meals at LEA's facilities. (7CFR 210.16(a)(7))

12. The LEA shall conduct annual reviews of storage facilities regarding storage and inventory management of donated USDA foods. The annual review shall include a physical inventory reconciled with the inventory records maintained by the LEA and FSMC. (7 CFR 250.14(e))

13. The LEA shall inform FSMC of any requested adjustments to menus and monitor implementation of said adjustments.

14. The LEA shall be responsible for resolution of program review and audit findings.

15. The LEA reserves the right to cancel or shorten any school day and agrees to give FSMC at least twenty-four (24) hours advance notice of such changes except in an emergency when as much advance notice as possible will be given.

16. The LEA ensures that any invitation to bid or request for proposal indicate that nonperformance subjects the FSMC to sanctions in instances that the FSMC violates or breeches the terms of the contract. Sanctions may include a specific time to correct the violation or breech, withholding payment to the FSMC or termination of the contract. The LEA shall ensure that any sanctions are in accordance with the procurement provisions stated in 210.21.

National School Lunch Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food[a] per Week		
	(minimum per day)		
Fruits (cups)[b]	2½ (½)	2½ (½)	5 (1)
Vegetables (cups)[b]	3¾ (¾)	3¾ (¾)	5 (1)
Dark green[c]	½	½	½
Red/Orange[c]	¾	¾	1¼
Beans and peas (legumes)[c]	½	½	½
Starchy[c]	½	½	½
Other[c d]	½	½	¾
Additional Vegetables to Reach Total[e]	1	1	1½
Grains (oz eq)[f]	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups)[g]	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal)[h]	550-650	600-700	750-850
Saturated fat (% of total calories)[h]	<10	<10	<10
Sodium Interim Target 1 (mg)[h]	≤ 1,230	≤ 1,360	≤ 1,420
Sodium Interim Target 1A (mg)[h] [i]	≤ 1,110	≤ 1,225	≤ 1,280
Trans fat[h]	Nutrition label or manufacturer specifications must indicate zero grams of *trans* fat per serving.		

[a] Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.
[b] One-quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ 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% full-strength.
[c] Larger amounts of these vegetables may be served.
[d] This category consists of "Other vegetables" as defined in paragraph (c)(2)(iii)(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 beans/peas (legumes) vegetable subgroups as defined in paragraph (c)(2)(iii) of this section.
[e] Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
[f] At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched.
[g] All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be flavored or flavored, provided that unflavored milk is offered at each meal service.
[h] Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, *trans* fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent are not allowed.
[i] Sodium Interim Target 1A must be met no later than July 1, 2023 (SY 2023-2024).

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School Breakfast Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food[a] per Week		
	(minimum per day)		
Fruits (cups)[b c]	5 (1)	5 (1)	5 (1)
Vegetables (cups)[b c]	0	0	0
Dark green	0	0	0
Red/Orange	0	0	0
Beans and peas (legumes)	0	0	0
Starchy	0	0	0
Other	0	0	0
Grains (oz eq)[d]	7-10 (1)	8-10 (1)	9-10 (1)
Meats/Meat Alternates (oz eq)[e]	0	0	0
Fluid milk[f] (cups)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal)[g h]	350-500	400-550	450-600
Saturated fat (% of total calories)[h]	<10	<10	<10
Sodium Target 1 (mg)	≤ 540	≤ 600	≤ 640
Trans fat[h]	Nutrition label or manufacturer specifications must indicate zero grams of *trans* fat per serving.		

[a] Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.
[b] One-quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ 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% full-strength.
[c] Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans/peas (legumes), or "Other vegetables" subgroups, as defined in §210.10(c)(2)(iii) of this chapter.
[d] At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
[e] There is no meat/meat alternate requirement.
[f] All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored, provided that unflavored milk is offered at each meal service.
[g] The average daily calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
[h] Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, *trans* fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
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Afterschool Snack Requirements for grades PK through 12.

Meal Components[1]		**Pre-K**	**K-12**
Milk	Fluid milk	4 fl oz (1/2 cup)	8 fl oz (1 cup)
Vegetables or Fruit[2, 9]	Juice[2, 9], fruit, and/or vegetable	1/2 cup	3/4 cup
Grains/Breads[3, 4] (Select one)	Bread	1/2 slice	1 slice
	Cornbread/biscuit/roll/muffin	1/2 serving	1 serving
	Cold dry cereal[4]	1/3 cup or 1/2 oz	3/4 cup or 1 oz
	Cooked cereal grains	1/4 cup	1/2 cup
	Pasta/noodles	1/4 cup	1/2 cup
Meats/Meat Alternates[5, 6, 7] (Select one)	Meat/poultry/fish[5]	1/2 oz	1 oz
	Alternate protein products[6]	1/2 oz	1 oz
	Cheese	1/2 oz	1 oz
	Egg (large)	1/2 large egg	1/2 large egg
	Cooked dry beans/peas	1/8 cup	1/4 cup
	Peanut/other nut/seed butters	1 Tbsp	2 Tbsp
	Nuts and/or seeds[7]	1/2 oz[7]	1 oz
	Yogurt[8]	2 oz (1/4 cup)	4 oz (1/2 cup)

Snacks served through the NSLP Afterschool Snack Service must include full servings of two of any of the above four food components.

1. 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.
2. Full-strength vegetable or fruit juice may count towards the entire vegetables or fruit component.
3. 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.
4. Either volume (cup) or weight (oz), whichever is less.
5. A serving consists of the edible portion of cooked lean meat or poultry or fish.
6. Alternate protein products must meet requirements in Appendix A of 7 C.F.R. § Part 210.
7. 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.
8. Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.
9. Juice may not be served at snack when milk is served as the only other component.

PRESCHOOL BREAKFAST MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)		
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**
Fluid Milk[3]	4 fluid ounces	6 fluid ounces
Vegetables, fruits, or portions of both[4]	¼ cup	½ cup
Grains (oz eq)[5,6,7]		
Whole grain-rich or enriched bread	½ slice	½ slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[8], cereal grain, and/or pasta	¼ cup	¼ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)[8,9]		
Flakes or rounds	½ cup	½ cup
Puffed cereal	¾ cup	¾ cup
Granola	⅛ cup	⅛ cup

1 Must serve all three components for a reimbursable meal.
2 Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.
4 Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
5 At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.
6 Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.
7 Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.
8 Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
9 Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

PRESCHOOL LUNCH MEAL PATTERN

Lunch (Select all five components for a reimbursable meal)		
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**
Fluid Milk[3]	4 fluid ounces	6 fluid ounces
Meat/meat alternates		
Lean meat, poultry, or fish	1 ounce	1 ½ ounce
Tofu, soy product, or alternate protein products[4]	1 ounce	1 ½ ounce
Cheese	1 ounce	1 ½ ounce
Large egg	½	¾
Cooked dry beans or peas	¼ cup	⅜ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp
Yogurt, plain or flavored unsweetened or sweetened[5]	4 ounces or ½ cup	6 ounces or ¾ cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%
Vegetables[6]	⅛ cup	¼ cup
Fruits[6,7]	⅛ cup	¼ cup
Grains (oz eq)[8,9]		
Whole grain-rich or enriched bread	½ slice	½ slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[10], cereal grain, and/or pasta	¼ cup	¼ cup

1Must serve all five components for a reimbursable meal.

2 Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

3 Alternate protein products must meet the requirements in Appendix A to Part 226.

4 Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

5 Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

6 A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

Food Service Management Company Responsibilities

1. The FSMC shall comply with the rules, regulations, policies, and instructions of the SA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Part 210, 220, 245, 250, 2 CFR 200.

2. The FSMC shall not sell or offer on the premises of any school, any food, or beverage item other than the prescribed meals except those a la carte items authorized by the LEA.

3. The FSMC shall serve, on such days and at such times as requested by the LEA:
    a. Lunches, breakfasts, and after school snack priced as a unit, which meet the requirements prescribed by USDA.
    b. Milk, served to all children.
    c. Other foods as may be agreed upon by the FSMC and the LEA.

4. The FSMC shall serve free and reduced-priced meals, after school snacks or free milk to those children designated by the LEA.

5. The FSMC is required to make meal modifications for students with a disability. Substitutions are made on a case-by-case basis and must be supported by a medical statement describing the student's physical or mental impairment. The medical statement must be signed by a medical authority (Physician – M.D. or D.O., Physician Assistant, Assistant Physician or Nurse Practitioner). The FSMC is permitted to make meal modifications for a student without a disability if the modification can be made within the meal pattern.

6. The FSMC shall participate in the parent, teacher, and student advisory boards.

7. The FSMC shall implement the collection procedures as specified by the LEA.

8. The FSMC shall deposit daily all monies in the LEA account.

9. The FSMC shall prepare and maintain such records as the LEA will need to support its claim for reimbursement, and shall, at a minimum, report claim information to the LEA at the end of each calendar month and available upon request. (7 CFR 210.16(c)(1))

10. The FSMC agrees to provide the LEA with necessary financial information, to include detailed breakouts of all income and expenditure categories for reporting to the SA.

11. The FSMC shall not use LEA facilities for preparation of food to be served at any location other than for the LEA's approved program without the permission of the LEA.

12. If food or meals are proposed to be prepared outside the school, the FSMC shall maintain State and local health certification of their facility, and shall maintain this health certification for the duration of the contract. (7CFR 210.16(c)(2))

13. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount denied.

14. However, no school or school food authority may contract with a food service management company to operate an a la carte food service unless the company agrees to offer free, reduced price and paid reimbursable lunches to all eligible children. (7CFR 210.16(a)).

15. The FSMC must provide to the LEA a breakdown of charges for the district in order for the LEA to complete the Financial Report. If the LEA participates in the Summer Feeding Program with DHSS those charges must be kept separate.

Use of Facilities and Equipment

1. The LEA shall have access, with or without notice to the FSMC, to all the LEA's facilities used by the FSMC for purposes of inspection of audit.

2. The LEA shall make available without any cost or charge to the FSMC the areas and premises agreeable to both parties in which the FSMC shall render its services. The FSMC shall make no alterations, changes, or improvements to said areas without obtaining written consent from the LEA.

3. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the LEA and comply with all applicable laws, ordinances, rules, and regulations of federal, state, and local authorities.

4. The LEA shall provide at its expense necessary expendable equipment including, but not limited to, silverware, table service, chinaware, serving trays, glassware, pots, pans, and utensils; and shall periodically replace said expendable equipment as items become worn, broken, used, lost, or otherwise disposed of up to the amount of the original inventory, except for replacements caused by FSMC's negligence which shall be the responsibility of the FSMC.

5. The LEA shall provide and maintain at its expense necessary inter-school vehicles, satellite transporter units, and equipment including operating costs for it.

6. The FSMC shall take reasonable care in the use of the premises, equipment, vehicles, and other items furnished by LEA.

7. The FSMC and the LEA shall inventory the equipment and supplies owned by the LEA at the beginning of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils.

8. The FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the LEA.

9. The LEA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinance, rules, and regulations.

10. The FSMC shall not remove food preparation and serving equipment owned by the LEA.

11. The LEA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the employees of the FSMC.

12. The LEA shall not be legally responsible for loss or damage to equipment owned by the FSMC located on the LEA premises except when damages result from the use of less than reasonable care by employees.

13. The FSMC shall provide a written notification to the LEA of any equipment belonging to the FSMC within ten days (10) of its placement on LEA premises.

14. The LEA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after the regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.

15. The LEA shall return facilities and equipment to the FSMC in the same condition as received when the LEA uses the facilities for extra-curricular activities.

16. The LEA shall be responsible for removing rubbish and garbage resulting from food service operation after it has been placed by FSMC in containers furnished by the LEA for such purposes.

17. The LEA shall furnish at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services to be furnishedhereunder.

18. The LEA shall not permit any interruptions in utility service except in an emergency or for necessary repairs or for improvement of the service, and in such case the LEA agrees to notify the FSMC immediately of any interruption or proposed interruption in utility service.

19. The LEA shall provide sanitary toilet facilities for the employees of the FSMC.

20. The LEA shall provide the FSMC with local telephone service.

21. The LEA must give prior approval and have final authority for the purchases of the equipment used for storage, preparation, or delivery of school meals.

22. The FSMC shall surrender to the LEA upon termination of the contract all equipment and furnishings belonging to the LEA in good repair and condition.

23. The LEA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and donated foods owned by the LEA.

24. The FSMC shall surrender to the LEA upon termination of the contract all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior FSMC billings.

Sanitation

1. The FSMC shall place garbage and trash in containers in designated areas as specified by the LEA.

2. The LEA shall remove all garbage and trash from the designated areas.

3. The FSMC shall clean the kitchen and dining room area.

4. The LEA shall clean ducts and hoods above the filter line.

5. The LEA shall provide extermination services as needed.

6. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

Employees

1. The FSMC shall be responsible for supervising and training personnel, including LEA-employed staff. Supervision activities include employee and labor relations personnel development, and hiring and termination of FSMC management staff, except for the site manager. The FSMC shall also be responsible for the hiring and termination of nonmanagement staff who are employees of the FSMC.

2. The LEA and FSMC shall comply with the Fair Labor Standards Act, as amended, to include Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5) pursuant to 7 CFR, Section 3016.36 (i)(6).

3. The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of LEA premises, as established by the LEA and furnished in writing to the FSMC.

4. The FSMC shall provide daily on-site supervisory personnel for the overall food service.

5. The FSMC shall provide worker's compensation coverage and unemployment insurance for its employees.

6. The FSMC shall maintain its own personnel and fringe benefit policies for its employees, subject to review by the LEA.

7. If the FSMC is obligated by the LEA to hire more than the number of employees required for efficient operation, the FSMC will not be responsible for this excess.

8. The FSMC shall provide the LEA with a list of its personnel policies.

9. The LEA shall have final approval regarding the hiring of the FSMC's site manager.

10. The FSMC and LEA shall mutually agree upon staffing patterns.

11. The LEA and FSMC shall mutually agree upon the use of student workers.

12. The LEA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner of which is detrimental to the physical, mental, or moral well being of students or staff.

13. In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.

14. All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

15. 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.

16. All contracts in excess of $10,000 must address termination for cause and for convenience by the on Federal entity including the manner by which it will be effected and the basis for settlement. In addition to the provision of termination for cause, the LEA may also want to include a termination for convenience provision that provides adequate advance notice that would permit the LEA sufficient time to arrange alternate food services if the FSMC exercises the clause.

USDA Donated Foods

1. The bid rate per meal must be calculated as if no donated foods are available.

2. The FSMC must credit the LEA for the value of all donated foods received for use in the LEA'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 250.51(a).

3. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 250.54(b).

4. The LEA shall ensure that all federally donated foods are received by LEA and made available to the FSMC and shall accrue only to the benefit of the LEA's nonprofit school food service and are utilized therein. (7 CFR 210.16(a)(6))

5. The FSMC shall ensure that all federally donated foods received by the LEA and made available to the FSMC accrue only to the benefit of the LEAs nonprofit school food service and are fully utilized therein. (7 CFR 210.16(a)(6))

6. The FSMC will not itself enter into the processing agreement utilizing USDA donated foods on behalf of the LEA as required in subpart C of 7 CFR part 250.

7. The LEA and FSMC shall consult and agree on end products to be produced from USDA donated foods during the time of this contract. If agreement cannot be reached, the FSMC shall utilize the donated foods in the form that was furnished by USDA.

8. The FSMC must credit the LEA for the value of USDA donated foods received on the monthly billing statement.

9. The USDA donated food value used in crediting will be determined by using the USDA pound/unit value.

10. The FSMC will comply with the storage and inventory requirements for donated foods.

11. An end of school year reconciliation shall be conducted by the LEA to ensure and verify that the correct and proper credit has been received for the full value of all USDA donated foods received by the FSMC during the contract year. Including the value of donated foods contained in processed end products, in accordance with the contingencies in 250.51(a). The LEA reserves the right to conduct donated food credit audits throughout the year to ensure compliance with federal regulations. (7 CFR 210 and 7 CFR 250).

12. The FSMC and LEA agree to comply with federal regulations 7 CFR Part 250, Section 250.12(b)(3) which states that LEAs have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling, and distribution. Section 250.12(b)(4) states that LEA will take action to obtain restitution in connection with claims for improper distribution, use, or loss, or damage to donated foods. (7CRF 250.12(b)(3) and (b)(4))

13. FSMC must accept liability for any negligence on their part that results in any loss, damage, out of condition or improper use of donated foods, and shall credit the LEA the value of said donated foods, at the LEAs option, either monthly or through a end of school year reconciliation.

14. The LEA shall be legally responsible for any loss of federally donated food that may arise due to equipment malfunctions or loss of electrical power not within the control of the FSMC.

15. The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory compliance of USDA donated foods in accordance with 250.54(b). The FSMC must submit to the LEA monthly inventory reports showing all transactions for processed and non-processed donated foods.

16. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the LEA's food service.

17. The FSMC will use all other donated foods, or will substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the LEA's food service.

18. Extensions or renewal of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

19. The FSMC assures that the procurement of products on behalf of the LEA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of the SA or the LEA processing agreements, and will ensure crediting of the LEA for the value of donated foods contained in such end products at the processing agreement value.

20. The SA, or LEA, the Comptroller General, the Department of Agriculture, or their duly authorized representative, may perform on-site 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.

21. The FSMC assures that any activities related to donated foods that the FSMC will be responsible for, will be performed in accordance with 250.50(d) and all other applicable requirements in 7 CFR part 250.

22. The FSMC will ensure that its system of inventory management will not result in the LEA being charged for donated foods.

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

1. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5,''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2. 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 40U.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.

3. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ''fundingagreement'' under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,developmental, or research work under that ''funding 21 agreement,'' the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

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

5. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

6. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p.189)and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Licenses and Taxes

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

2. The FSMC shall obtain and post all licensees and permits as required by federal, state, and/or local law.

3. The FSMC shall comply with all LEA building rules and regulations.

Insurance

1. The LEA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella.
2. The contract of insurance shall provide for notice to the LEA of cancellation of insurance policies 30 days before such cancellation is to take effect

Miscellaneous

1. The LEA, in the event that the FSMC is not able to perform under this contract due to events beyond the reasonable control of FSMC; i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God, may, at their option, terminate this contract and assume control of the facilities, equipment, food supplies, expendables, etc., necessary for the continued operation of the LEA's food service operation.
2. Both LEA and FSMC agree to comply with Section 306 of the Clear Air Act of 1970 as amended (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15).
3. The LEA and FSMC must recognize energy efficiency standards contained in State Energy Conservation Plan in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
4. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, or do not meet detailed specifications as developed by the LEA for each food component as specified in 7 CFR, Part 210.10 and 7 CFR Part 220.8, or do not otherwise meet the requirements of the contract. (7CFR 210.16(c)(3))
5. The FSMC must not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. (7CFR210.21(e))
6. Refer to Grade and Quality Specification sheet containing purchased food specifications; i.e., grade, purchase units, style, condition, weight, ingredients, formulations and delivery times, as outlined by LEA and agreed to by FSMC in procuring food components. (7CFR 210.6(c)(3))
7. The FSMC shall maintain such records as the LEA will need to support its claim for reimbursement under this part, and shall, at a minimum, report claim information to the LEA promptly at the end of each month. Such records shall be made available to the LEA upon request, and shall be retained in accordance with 210.23(c). (7 CFR 210.16(c)(1))
8. Upon request, make all accounts and records pertaining to its LEA available to the SA and to Food Nutrition Services (FNS), for audit or review at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final claim for reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit. (7 CFR 210.9(b)(17))
9. SA representatives and auditors of the USDA and the Comptroller General of the United States and the LEA's independent auditors shall have access to all such records for audit and review upon request at a reasonable time and place. Authorized representatives of the LEA, the SA, or the USDA shall have the right to conduct on-site administrative reviews of the food service program.
10. The LEA may terminate this contract for breach/neglect as determined by LEA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to LEA. The LEA is the responsible authority without recourse to FNS or the SA for the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning

violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction. (7 CFR 210.16(b)(2), 210.21(b))

11. During the term of the contract, the FSMC may grant to the LEA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The LEA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the contract. The LEA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the contract. The LEA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the LEA, the LEA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the LEA.

    Furthermore, the LEA's access or use of such software shall not create any right, title interest, or copyright in such software and the LEA shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The LEA's obligations under this section are subject to its obligations under the Missouri Open Records Act. This provision shall survive termination of the agreement.

12. Any discovery, invention, software, or programs paid for by the LEA shall be the property of the LEA to which the SA and USDA shall have unrestricted rights.

13. The FSMC certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Buy American

The Buy American provision for contracts that involve the purchase of food, as required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).

This provision supports the mission of the child nutrition programs, which is to serve children nutritious meals and support American agriculture. Program regulations that govern this provision apply to school food authorities that operate the National School Lunch and/or School Breakfast Programs and are found at 7 CFR 210.21(d) and 7 CFR 220.16(d), respectively.

Under the Buy American provision, school food authorities in the contiguous United States that participate in the National School Lunch Program or the School Breakfast Program are required to purchase domestic commodities or products for their school meal programs to the maximum extent practicable (42 U.S.C. § 1760(n)).

A domestic commodity or product is defined as an agricultural commodity that is produced in one of the 50 states, the District of Columbia, Puerto Rico, or any U.S. territory. A domestic commodity or product can also be defined as a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States (7 CFR 210.21(d)(1)).

"Substantially using agricultural commodities that are produced in the United States" means over 51 percent of a food product (by weight or volume) must consist of agricultural commodities that were grown domestically (7 CFR 210.21(d)(1)(ii)).

For information on how the Buy American requirements apply to fish and fish products offered in school lunch and breakfast programs, please review 7 CFR 210.21(d)(6) and/or 7 CFR 220.16(d)(6).

There are two limited circumstances when school food authorities may purchase non-domestic foods. School food authorities must make a case-by-case determination to purchase a non-domestic product and are responsible for defining key terms related to the below Buy American exceptions, such as "significantly higher" cost.

Exception 1

The product is listed on the Federal Acquisitions Regulations (FAR) 25.104 No available articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.

Exception 2

Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Exception Documentation and Reporting Requirements

SFAs must document the use of exceptions to purchase non-domestic products and must be able to produce this documentation as needed. SFAs do not need pre-approval or a waiver from the State or FNS to use an exception under the Buy American provision. When SFAs purchase a product found on the FAR 25.104 No available articles list (https://www.acquisition.gov/far/25.104), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. **However, when a school food authority purchases a food item found on the FAR 25.104 No available articles list, no further documentation is required.**

Geographic Preference

LEAs may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing geographic preference to procure such products, the LEA making the purchase has the discretion to determine the local area to which the geographic preference option will be applied; For the purpose of applying the optional geographic procurement preference, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk. (7CFR210.21). There is no singular definition of local at USDA. FNS does not define local foods for the CNPs but defers to CNP operators to define local. CNP operators may determine the specific local area associated with the geographic preference option for unprocessed agricultural products when buying food. CNP operators may use local as a specification for unprocessed locally grown, raised, or caught agricultural products purchased for CNPs. CNP operators may continue to use a defined scoring advantage under the new expanded geographic preference option.

Locally Grown

The FSMC, as the agent of the LEA, will maximize the use of Missouri (MO) grown/locally grown products, included but not limited to, fruits, vegetables and dairy products, whenever possible, and when purchased by the LEA directly, such fruits, vegetables, and dairy products must be used by the FSMC in the SFA's Food Service Program.

The FSMC shall engage in MO's Farm-to-School initiative in an effort to connect schools (K-12) with MO/local farms in order to serve healthy meals using locally grown produced foods.

The FSMC shall produce a monthly report with documents the procurement of MO grow/locally products including the local farm source, the product(s) purchased and the value of the products purchased on behalf of the LEA.

Department of Defense Produce

The LEA, at its discretion, may procure fresh produce through the USDA Department of Defense (DOD) contracts utilizing commodity entitlement dollars. The LEA may use another vendor for these items at their discretion.

Civil Rights

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

This institution is an equal opportunity provider.

Minimum Food Specifications

All Food Specifications must meet requirements of the United States Department of Agriculture (USDA)'s Food Buying Guide. The Food Buying Guide is found at https://foodbuyingguide.fns.usda.gov/. The Food Buying Guide should be checked periodically for changes and additions. **Food specifications must be changed annually to comply with implementation of new USDA menu guidance.**

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

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

B. Dairy Products – All dairy products must be government inspected

- Fresh Eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen Eggs, USDA inspected
- Milk, pasteurized Grade A

C. Fruits and Vegetables

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

D. Baked Products

- Bread, rolls, cookies, pies, cakes and puddings whether prepared and baked on premises or purchased must be of USDA quality level that meets breakfast, lunch, Seamless Summer Option, or Afterschool Snack requirements, as applicable.

E. Staple Groceries

- Must meet quality levels as previously stated.

Signature page will be sent from State Agency after approval.

Summer Food Service Program (SFSP)

A. The LEA shall be responsible for determining eligibility of all SFSP sites. The sponsor shall provide to the food service management company a list of State agency 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(d)(2), and shall notify the food service management company of all sites which have been approved, canceled, 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

B. Bonding requirements.

Does the aggregate value of the contract including all Child Nutrition Programs exceed $250,000??

☐ Yes

☐ No

1. Bid bond guarantee (when operating the SFSP any contract that includes the SFSP and is valued, in the aggregate, more than $250,000, then bid and performance bonds must be secured as required by regulation at 7 CFR 225.15(m) and FNS policy memorandum SFSP 14-2016).

   Offeror shall submit with his or her proposal, a bid bond guarantee that is no less than 5 percent or more than 10 percent of the total proposed price, which shall be from a surety company listed in the current Department of the Treasury Circular 570.

   Proposal guarantees, other than bid bonds will be returned (a) to unsuccessful offerors as soon as practicable after the opening of proposals and (b) to the successful offeror upon execution of an awarded contract, offeror may need to obtain additional insurance coverage and bonds as may be required by the RFP.

2. Performance bonds: (when operating the SFSP and the aggregate value of the contract including all Child Nutrition Programs exceeds $250,000):

   The selected FSMC must obtain a performance bond in the amount not less than 10 percent or no more than 25 percent of the value of the awarded contract, which shall be from a surety company listed in the current Department of the Treasury Circular 570. The performance bond must be furnished within 10 days after notice of the awarded contracts.

   Proposal guarantees other than proposal bonds will be returned to unsuccessful offerors as soon as practicable after the opening of proposals or a proposal is withdrawn. Performance bonds for the successful offeror shall be held for the duration of the awarded contract.

C. The LEA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.

D. The selected FSMC must comply with the cycle menu approved by the LEA for the SFSP meals. The LEA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.

E. The LEA shall maintain responsibility for submitting SFSP claims for reimbursement and comply with 7 CFR Part 225.15(a) which requires that sponsors operate the food service in accordance with the provisions of 7 CFR Part 225; any instructions and handbooks issued by FNS under 7 CRF Part 225 and any instructions and handbooks issued by the State agency which are not inconsistent with the provisions of 7 CFR Part 225.

F. The FSMC shall comply with all applicable requirements outlined in 7 CFR 225.6(l)(2).

1. All meals prepared by the FSMC will be unitized, with or without milk [7 CFR 225.6(l)(2)(i)]

2. A FSMC entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

3. The FSCM 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.

4. 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 FSMC 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.

5. 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.

6. 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. General Accounting 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. The sponsor and the food service management company shall operate in accordance with current Program regulations.

8. The food service management company shall be paid by the sponsor 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.

9. Meals shall be delivered in accordance with a delivery schedule prescribed in the contract.

10. 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.

11. All meals served under the Program shall meet the requirements of §225.16

12. In cases of nonperformance or noncompliance on the part of the food service management company, the company shall pay the sponsor for any excess costs which the sponsor may incur by obtaining meals from another source

13. The FSMC will maintain records of all costs incurred in the sponsor's food service operation.

14. 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.

15. The food service management company shall comply with the appropriate bonding requirements, as set forth in § 225.15(m)(5) through (7).

16. The contract between a sponsor and food service management company shall be no longer than 1 year; and options for the yearly renewal of a contract may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause or for convenience with up to 60-day notification.

SUMMER FOOD SERVICE PROGRAM MINIMUM FOOD SPECIFICATIONS

Summer Food Service Program Meal Pattern

Food Components	Breakfast	Lunch or Supper	Snack[1] (Choose two of the four)
Milk			
• Milk, fluid	1 cup (8 fl. oz.)[2]	1 cup (8 fl. oz.)[3]	1 cup (8 fl. oz.)[2]
Vegetables and/or Fruits			
• Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total[4]	¾ cup
• An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl. oz.)		¾ cup (6 fl. oz.)
Grains and Breads[5]			
• Bread	1 slice	1 slice	1 slice
• Cornbread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
• Cold dry cereal	¾ cup or 1 oz.[6]		¾ cup or 1 oz.[6]
• Cooked pasta or noodle product	½ cup	½ cup	½ cup
• Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
Meat and Meat Alternates	(Optional at Breakfast)		
• Lean meat or poultry or fish or alternate protein product[7]	1 oz.	2 oz.	1 oz.
• Cheese	1 oz.	2 oz.	1 oz.
• Eggs	½ large egg	1 large egg	½ large egg
• Cooked dry beans, peas, or lentils[8]	¼ cup	½ cup	¼ cup
• Peanut butter or soy nut butter or other nut or seed butters	2 tbsp.	4 tbsp.	2 tbsp.
• Peanuts or soy nuts or tree nuts or seeds, or	1 oz.	2 oz.	1 oz.
• Yogurt, plain or sweetened and flavored, or an equivalent quantity of any combination of the above meat/meat alternates	½ cup (4 oz.)	1 cup (8 oz.)	½ cup (4 oz.)

For the purpose of this table, a cup means a standard measuring cup.

1 Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
2 Shall be served as a beverage, or on cereal, or use part of it for each purpose.
3 Shall be served as a beverage.
4 Serve two or more kinds of vegetable(s) and or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
5 All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.
6 Either volume (cup) or weight (oz.) whichever is less.
7 Must meet the requirements in Appendix A of the SFSP regulations.
8 Cooked dry beans, peas, and lentils may credit as either a vegetable or a meat alternate, but not as both in the same meal. Immature beans and peas, such as green beans, wax beans, and green peas credit as a vegetable component only; they do not credit as a meat alternate.

Child and Adult Care Food Program (CACFP)

Important separation of duties with CACFP: When providing food service management duties on behalf of LEA for CACFP, selected FSMC will be limited in its management authority; management functions which institutions may not contract out under any circumstance include claim submission, monitoring, corrective action, and preparation of application materials. Institutions may contract out for specific management tasks, such as bookkeeping (but not claims submission), data processing, or the service of a nutritionist.

A. The LEA shall be responsible for determining eligibility of all CACFP sites.
B. The LEA is responsible for ensuring the selected FSMC conforms to its agreement with the State agency as per all requirements as specified at 7 CFR Part 226.21.
C. The LEA is responsible for the administration of the CACFP according to 7 CFR Part 226 (e.g., submitting the reimbursement claim, monitoring sites if applicable).
D. The LEA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
E. The selected FSMC must comply with the cycle menu developed by the LEA for the CACFP.
F. The LEA shall not delegate any CACFP management responsibilities to the selected FSMC as specified in the Food and Nutrition Instruction 792-2, Rev.1 and as specified at 7 CFR 226.15(c).

CACFP MINIMUM FOOD SPECIFICATIONS

CACFP Meal Pattern Requirements—Children (Age 1 through 18)

	Age 1 and 2	Age 3 through 5	Age 6 through 18[2]
BREAKFAST (must serve all 3 components)[1]			
1. Milk, fluid[3]	½ cup (4 oz.)	¾ cup (6 oz.)	1 cup (8 oz.)
2. Vegetables, Fruits[6]			
Fruit(s) or vegetable(s) or combination of both	¼ cup	½ cup	½ cup
3. Grains [8,9,12]			
Whole grain-rich or enriched bread	½ oz. eq.	½ oz. eq.	1 oz. eq.
Whole grain-rich or enriched bread product, such as cornbread, biscuits, rolls, muffins, etc.	½ oz. eq.	½ oz. eq.	1 oz. eq.
Whole grain-rich, enriched, or fortified cooked breakfast cereal, cereal grain, or pasta[10]	½ oz. eq. (¼ cup cooked or 14 gm. dry)	½ oz. eq. (¼ cup cooked or 14 gm. dry)	1 oz. eq. (½ cup cooked or 28 gm. dry)
Ready-to-eat cereal[10]			
Flakes or rounds	½ oz. eq. (½ cup, 14 gm.)	½ oz. eq. (½ cup, 14 gm.)	1 oz. eq. (1 cup, 28 gm.)
Granola	½ oz. eq. (⅛ cup, 14 gm.)	½ oz. eq. (⅛ cup, 14 gm.)	1 oz. eq. (¼ cup, 28 gm.)
Puffed	½ oz. eq. (¾ cup, 14 gm.)	½ oz. eq. (¾ cup, 14 gm.)	1 oz. eq. (1¼ cup, 28 gm.)
LUNCH OR SUPPER (must serve all 5 components)[1]			
1. Milk, fluid[3]	½ cup (4 oz.)	¾ cup (6 oz.)	1 cup (8 oz.)
2. Meat or meat alternate	1 oz. eq.	1½ oz. eq.	2 oz. eq.
Meat, poultry, fish, cheese	1 oz.	1½ oz.	2 oz.
Tofu (commercially prepared, firm or extra firm)[4]	1 oz.	1 ½ oz.	2 oz.
Yogurt (plain or flavored, unsweetened or sweetened)[5]	½ cup (4 oz.)	¾ cup (6 oz.)	1 cup (8 oz.)
Egg	½ egg	¾ egg	1 egg
Cooked dry beans, peas, or lentils[11]	¼ cup	⅜ cup	½ cup
Peanut butter or other nut or seed butter	2 Tbsp.	3 Tbsp.	4 Tbsp.
Peanuts or soy nuts or tree nuts or seeds	1 oz.	1½ oz.	2 oz.
3. Vegetables[6,7]	⅛ cup	¼ cup	½ cup
4. Fruits[6]	⅛ cup	¼ cup	¼ cup
5. Grains[8,9,12]	½ oz. eq.	½ oz. eq.	1 oz. eq.
SNACK (must serve 2 of the 5 components)[1]			
1. Milk, fluid[3]	½ cup (4 oz.)	½ cup (4 oz.)	1 cup (8 oz.)
2. Meat or meat alternate	½ oz. eq.	½ oz. eq.	1 oz. eq.
3. Vegetable(s)[6]	½ cup	½ cup	¾ cup
4. Fruit(s)[6]	½ cup	½ cup	¾ cup
5. Grains[8,9,12]	½ oz. eq.	½ oz. eq.	1 oz. eq.

1. Must serve all three components for a reimbursable breakfast meal; must serve all five components for a reimbursable lunch/supper meal; select two of the five components for a reimbursable snack meal-only one can be a beverage.
2. Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs for At-Risk Afterschool Programs and Emergency Shelters. Adult participants (over 18 years of age) must be served a minimum of 2 oz. eq. of grains at breakfast, lunch, and supper meals.
3. Must be unflavored whole milk for children age one. Must be unflavored fat-free (skim) or unflavored low-fat (1%) milk for children two through five years old. Must be unflavored fat-free (skim), unflavored low-fat (1%), or flavored fat-free (skim) milk for children six years old and older.
4. Alternate protein products must meet the requirements in Appendix A to Part 226.
5. Yogurt must contain no more than 12 grams of added sugars per 6 ounces.
6. Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
7. A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
8. At least one serving per day, across all eating occasions, must be whole grain-rich.
9. Grain based desserts do not count towards meeting the grain component with the exception of sweet crackers (e.g., graham crackers of any shape and animal crackers).
10. Breakfast cereals must contain no more than 6 grams of added sugar per dry ounce.
11. Cooked dry beans, peas, and lentils may credit as either a vegetable or a meat alternate, but not as both in the same meal. Immature beans and peas, such as green beans, wax beans, and green peas credit as a vegetable component only; they do not credit as a meat alternate.
12. Meat and meat alternates may be used to meet the entire grains requirement at the breakfast meal a maximum of three times a week. One ounce equivalent of meat and meat alternates is equal to one ounce equivalent of grains.

CACFP MINIMUM FOOD SPECIFICATIONS (continued)
Alternate Protein Products

A. What are the criteria for alternate protein products used in the CACFP?

1. An alternate protein product used in meals planned under the provisions in Sec. 226.20 must meet all of the criteria in this section.
2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:
    a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
    b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
    c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors, or any other substances which have been added).
    d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. a through c of this attachment.
    e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
    f. For an alternate protein product mix, manufacturers should provide information on:
        (1) The amount by weight of dry alternate protein product in the package;
        (2) Hydration instructions; and
        (3) Instructions on how to combine the mix with meat or other meat alternates.

B. How are alternate protein products used in the CACFP?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 226.20.
2. The following terms and conditions apply:
    a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
    b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).
    c. How are commercially prepared products used in the CACFP?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate product combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.