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FLEX HIGH SCHOOL, INC. dba FLEX HIGH SCHOOL COLUMBUS

FOOD SERVICE MANAGEMENT COMPANY REQUEST FOR PROPOSAL AND CONTRACT

FY 2027

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General Information

A. Definitions. For purposes of this contract, the following definitions apply:

Applicable Credits shall have the meaning established in 2 CFR part 200 and USDA implementing regulations 2 CFR part 400 and part 415.

Contractor means a commercial enterprise, public or nonprofit private organization or individual that enters into a contract with a SFA.

Cost Reimbursable Contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.

Fixed Fee means an agreed upon amount that is fixed at the inception of the contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the contract. The fixed fee can be expressed either as a fixed amount or as a cost per meal.

Food Service Management Company (FSMC) means a commercial enterprise, nonprofit organization, or public institution that is, or may be, contracted with by a recipient agency to manage any aspect of a recipient agency's food service, in accordance with 7 CFR parts 210, 225, or 226.

Nonprofit School Food Service Account means the restricted account in which all of the revenue from all food service operations conducted by SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

DEW means the Ohio Department of Education & Workforce

School Food Authority (SFA) means the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by Food and Nutrition Administration (FNA) to operate the Program.

B. Intent. This solicitation is for the purpose of entering into a contract for the operation of a food service program for **Flex High School, Inc. dba Flex High School Columbus**, hereinafter referred to as School Food Authority (SFA).
The proposer will be referred to as Food Service Management Company (FSMC), and the contract will be between FSMC and SFA.

C. Procurement method. Procurement shall be executed through submission of sealed proposals.

D. Questions regarding RFP. Submit questions regarding the RFP in writing to Procurement via email (procurement@llac.org). SFA will acknowledge receipt of questions no later than 2:00 PM EST on July 31, 2026.

   a. Questions will be answered in the order they are received

b. All questions will be answered in writing and sent to all interested parties in a FAQ format.

1. **Written communication** will override any verbal communication that takes place during the process between any FSMC and SFA.

E. Proposal submission and award.

1. Proposals are to be submitted by 12:00 PM EST on **August 10, 2026** to:

   Name of Agency: Flex High School Inc.
   dba Flex High School Columbus

   via Email Submission:
   Submit intent to apply to procurement@llac.org with the subject line:
   "RFP Response – [Vendor Name] – Intent to Apply"

   A personalized link will be sent to upload your proposals electronically to Procurement's SharePoint. Include:
   - Proposal
   - Required documents per this RFP

   Proposals will not be accepted after this time. SFA reserves the right to retain all proposals for a period of at least sixty (60) days.

2. Evaluation of proposals is expected to begin on **August 10, 2026** and be completed by **August 14, 2026**. Negotiations with selected FSMC will begin following evaluation. The projected award date for the contract is August 17, 2026. These dates are subject to change based upon the number and nature of received proposals, DEW approval process, and any unforeseen factors.

3. SFA reserves the right to reject any or all proposals if deemed to be in the best interest of SFA.

4. To be considered, each proposer must submit a complete response to this solicitation ***using the forms provided***. No other documents submitted with the contract will affect the proposal evaluations, and there may be no material modification to the contract language.

5. Award shall only be made to a responsible proposer whose proposal is responsive to this solicitation. A responsible proposer is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.

6. Proposers 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 proposer's/offeror's own risk, and he or she cannot secure relief on the plea of error. SFA is not liable for any cost incurred by the proposer prior to the signing of a contract by all parties. Paying FSMC from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed. If additional information is required, please contact Procurement (661) 272-1225; procurement@llac.org.

F. Late proposals. Any proposal received after the exact time specified for receipt in Section E will not be considered.

G. Award criteria.

Proposals will be evaluated by a committee against the following criteria. Each area of the award criteria must be addressed in detail in the proposal.

Weight		**Criteria**
30	Points	Cost
20	Points	Reference from three Ohio public school or school districts of similar size/demographics.
25	Points	Menu – please provide sample menus, food concepts, alternate food choices to entice participation
20	Points	Involvement of students and staff. Provide a plan to obtain feedback from students, staff, and parents
5	Points	Staff training and retention.
100	**points**	**TOTAL**

H. Awarded contract.

1. **DEW Review**. 7 CFR 210.19 requires DEW to review each contract between any SFA and FSMC annually to ensure compliance with program regulations. Regulations require DEW's approval of each contract and renewal year amendment before the contract is executed. DEW is not a party to any contractual relationship between any SFA and FSMC. DEW is not obligated, liable, or responsible for any action or inaction taken by any SFA or FSMC based on this contract. DEW's review of the contract is limited to assuring compliance with federal and state procurement requirements. DEW does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

   All costs resulting from contracts that do not meet the requirements of 7 CFR 210 are unallowable nonprofit school food service account expenses. When SFA fails to incorporate DEW required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

2. **Prohibited Items.**
   a. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discharged from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual.

   b. FSMCs may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving a FSMC. This prohibition would be effective in any situation where SFA conducts its own procurement or where FSMC procures products on behalf of SFA (reference FNS Instruction 1998-SP-25).

3. **Execution**. After the complete RFP/contract is approved by DEW, the contract must be signed by all local parties. Changes or amendments are not valid unless approved in writing by DEW prior to execution.

Standard Terms and Conditions

I. Scope and Purpose

A. Duration of Contract. This contract shall be for a period of up to one (1) year, beginning on **August 17, 2026**, and ending on **August 19, 2027**, with four (4) renewals of one (1) year each with mutual agreement between SFA and FSMC.

B. Independent contractor. FSMC shall be an independent contractor and not an employee of SFA. The employees of FSMC are not employees of SFA.

C. Permanent agreement. FSMC shall operate in conformance with SFA's Permanent Agreement/Policy Statement with OCN.

D. Scope of operations. Only the programs checked below will be included in the awarded contract. The programs checked below shall be the same as those listed in Attachment 2. If a program is added later, the appropriate procurement procedures must be followed.

☒National School Lunch Program (NSLP)

☒ School Breakfast Program (SBP)

FSMC shall have the exclusive right to operate the above program(s) at the sites specified by SFA in Attachment 2.

E. Program beneficiaries. The food service provided shall be operated and maintained as a benefit to SFA's students, faculty, and staff.

F. Nonprofit Food Service Account. All income accruing as a result of payments by children and adults, federal reimbursements, and all other sources (including, but not limited to, donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans) shall be deposited daily in SFA's nonprofit food service account. Any profit or guaranteed return shall remain in SFA's nonprofit food service account. SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.

G. Nature of Contract. SFA and FSMC agree that this contract is neither a cost-plus-a-percentage-of-income nor a cost-plus-a-percentage-of-cost contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 2 CFR 200.

H. Responsibility for program. SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of DEW and USDA regarding each of the CNPs covered by this contract.

I. Establishing prices. SFA is a **non-pricing program**. SFA shall establish all selling prices, including price adjustments, for all vending, adult meals, contract meals, and catering.

J. Additional services. FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA. USDA Foods shall not be used for these special functions unless SFA's students will be primary beneficiaries. SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after SFA's regularly scheduled lunch or breakfast periods, provided such service is not prohibited by federal program regulations. Any additional food service that is a material change to the contract and/or involves a total cost of $150,000 or more must be approved by DEW and be competitively procured.

K. Nutrition education. FSMC shall cooperate with SFA in promoting nutrition education and coordinating SFA's food service with classroom instruction.

L. Regulatory compliance. FSMC shall comply with the rules, regulations, policies, and instructions of DEW and USDA and any additions or amendments thereto, including 7 CFR Parts 210, 220, 225, 245, and 250, as well as 2 CFR parts 200, 400, and 415 as applicable.

M. Allowable costs.

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to SFA.

   When submitting costs to SFA for payment, FSMC must either:
   a. Identify the amount of the cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account); or
   b. Exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment. With this option, records management processes must be established that maintain the visibility and transparency of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification.

2. FSMC's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and OMB cost circulars.

3. SFA must receive the full value of all USDA Foods, i.e., credits or reductions of FSMC costs. Specific requirements for USDA Foods are discussed further in section V of this document.

4. FSMC must individually identify the amount and nature of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment. SFA will require FSMC to report this information **monthly**. FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

5. FSMC must maintain documentation of costs, discounts, rebates, and other applicable credits, and must furnish such documentation upon request to SFA, DEW, or USDA.

6. No expenditure may be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of FSMC's actual net allowable costs.

N. Food Service Staff. FSMC shall provide necessary staff to manage the food service operations as proposed and supervise all employees, if applicable.

O. Special Dietary Needs.

1. FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans. A licensed physician's statement must accompany any school meal accommodation requirements for students with disabilities.

2. Students with conditions not meeting the definition of disability but who are unable to consume regular meals because of medical or other special dietary needs will also be accommodated (or not accommodated) per the district decision. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority.

3. There will be no additional charge to the student for meals of which substitutions have been accommodated per this section of the contract.

P. Dates of Operation. SFA will make the final determination of the opening and closing dates of all sites, if applicable.

Q. Gifts from FSMC. SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors.

R. Payment Terms. FSMC shall invoice SFA at the end of each month for amounts due based on on-site records. SFA shall make payments within 30 business days of the invoice date. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

S. Changes/Amendments. Once approved by DEW, any further changes or amendments to this contract must be approved by DEW prior to execution.

T. Escalator Provision. Cost reimbursable contracts may be subject to an annual escalator provision as stipulated in this contract by SFA. Adjustment factors may include changes in federal reimbursement rates, changes in third–party cost or price indexes.

To be completed by SFA (if applicable). Please check the CPI website at http://www.bls.gov/cpi

Annual Escalator Adjustment Factor: CPI-U: Food away from home.

U. Meal Equivalent Information.

1. 1 Lunch or Supper = 1 Meal
2. 1 Breakfast = 0.67 Meal
3. 1 Snack = 0.33 Meal
4. A la Carte and additional sales shall be converted into meals using the following formula:

$$\frac{\text{Total Sales}}{\text{Free lunch reimbursement + USDA Commodity allowance}}$$

Currently, the Free lunch reimbursement is \$4.31, and the commodity allowance is \$0.46

II. Designation of Program Expenses

A. FSMC guarantees to SFA that FSMC shall be responsible for the expenses as checked under Column I. FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll. FSMC shall factor these expenses into the fees that will be billed to SFA. SFA shall pay directly for the expenses as checked under Column II. Any expenses that will be not applicable to the contract shall be marked with N/A.

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
LABOR:		
Managers and/or Supervisors	N/A	N/A
Full and Part-time Workers	N/A	N/A
Monitors	N/A	N/A
EMPLOYEE BENEFITS:		
Life Insurance	N/A	N/A
Medical/Dental Insurance	N/A	N/A
Retirement Plans	N/A	N/A
Social Security	N/A	N/A
Vacation	N/A	N/A
Sick Leave	N/A	N/A
Holiday Pay	N/A	N/A
Uniforms	N/A	N/A
Tuition Reimbursement	N/A	N/A
Labor Relations	N/A	N/A
Unemployment Compensation	N/A	N/A
Workers Compensation	N/A	N/A
Processing and Payment of Payroll	N/A	N/A
FOOD:		
USDA Foods		
Handling and Processing Charges	X	X
Direct Diversion Charges	X	X
Commercial Distribution Charges	X	X
Other Foods	X	X
OTHER EXPENSES:		
Accounting		
Bank Charges	N/A	N/A
Data Processing	N/A	N/A
Recordkeeping	N/A	N/A
Processing and Payment of Invoices	N/A	N/A
Equipment – Major		
Original Purchase	N/A	N/A
Routine Maintenance	N/A	N/A
Major Repairs	N/A	N/A

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
Replacement	N/A	N/A
Equipment-Expendable (trays, tableware, glassware, utensils)		
Original Purchase	N/A	N/A
Replacement	N/A	N/A
Cleaning/Janitorial Supplies	N/A	N/A
Insurance		
Liability Insurance	N/A	N/A
Insurance on Supplies/Inventory	N/A	N/A
Laundry and Linen	N/A	N/A
Office Materials	N/A	N/A
Paper/Disposable Supplies	N/A	N/A
Pest Control	N/A	N/A
Postage	N/A	N/A
Printing	N/A	N/A
Product Testing	N/A	N/A
Promotional Materials	N/A	N/A
Taxes and License	N/A	N/A
Telephone		
Local	N/A	N/A
Long Distance	N/A	N/A
Expenses incurred to maintain the point of service count (i.e. the cost of tickets, tokens, and/or computer point of service system)	N/A	N/A
Training	N/A	N/A
Transportation of meals	N/A	N/A
Trash Removal		
From Kitchen	N/A	N/A
From School Premises	N/A	N/A
Travel		
Required	N/A	N/A
Requested	N/A	N/A
Utilities	N/A	N/A
Vehicles	N/A	N/A

III. Signature Authority

- **A.** SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, programs indicated in Section I.D, and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))

IV. Free and Reduced Price Meals Policy

- **A. Eligibility Roster.** SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster. SFA is ultimately responsible for assuring the accuracy of this roster.

- **B. Point of Service Count.** FSMC shall conduct an accurate point-of-service count using the counting system submitted by SFA and approved by DEW in the annual contract between SFA and DEW as required under USDA regulations. Any counting system must eliminate the potential for overt identification of free and reduced price eligible students under USDA Regulation 7 CFR 245.8.

- **C. Eligibility Application.** SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced Price Meals; Direct Certification; and determination of eligibility for free or reduced price meals. FSMC may act as an agent for SFA related to these responsibilities.

- **D. Eligibility Hearings**. SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.

- **E. Verification of Eligibility.** SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations. FSMC **may** act as an agent for SFA related to verification of applications.

V. Donated Foods

- **A. Use for SFA's Benefit**. Any donated foods received by SFA and made available to FSMC must accrue solely to the benefit of SFA's CNPs, and shall be fully utilized therein. Donated foods shall be considered received when the foods arrive at the school kitchen, SFA storage facility, or FSMC storage facility in either raw form or in processed end products. FSMC shall have records available to substantiate that the full value of all donated foods is used solely for the benefit of SFA.

- **B. Title**. SFA shall retain title to all donated foods and the selected FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable.

- **C. Acceptance of Foods**. FSMC shall accept and use donated foods in as large quantities as may be efficiently utilized in SFA's nonprofit food service, subject to approval of SFA. SFA shall consult with FSMC in the selection of donated foods; however, the final determination as to the acceptance of donated foods must be made by SFA

D. **Storage and Inventory**. FSMC will comply with all storage and inventory requirements for donated foods. FSMC will ensure that its system of inventory management will not result in SFA being charged for donated foods.

E. **Specific Use Requirements**. FSMC will use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's food service. FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in SFA's food service.

F. **Recordkeeping**. FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of donated foods in accordance with 7 CFR 250.54(b). Failure by FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of donated foods.

G. **Negligence**. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.

H. **Processing Contracts**. FSMC is prohibited from entering into any processing contracts utilizing donated foods on behalf of SFA. Selected FSMC agrees that any procurement and/or utilization of end products by selected FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements.

I. **Discounts, Rebates, Refunds**. SFA must receive all discounts or rebates for donated foods purchases made on its behalf. All refunds received from processors must be retained in the nonprofit food service account.

J. **Credit for Food value**. FSMC must credit SFA for the value of all donated foods received for use in SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). The donated foods will be credited using **entitlement** value. Credits will be reported on **the monthly invoice from FSMC**.

K. **Reconciliation**. Year-end reconciliation shall be conducted by SFA to ensure and verify correct and proper credit has been received for the full value of all donated foods used by FSMC during the fiscal year. SFA reserves the right to conduct donated foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250. If any adjustments are necessary, SFA is responsible for assuring such adjustments are made.

L. **Review of Records**. The distributing agency, sub-distributing agency, SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of FSMCs food service operation, including the review of records, to ensure compliance with the requirements for the management and use of donated foods;

M. **Contingency for Extension or Renewal**. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

VI. Food Safety

A. Inspection Requirements. SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by FSMC preparing or serving meals at any SFA facility.

B. Outside Facility Requirements. FSMC shall maintain state and/or local health certifications for any facility outside SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

VII. Meals

A. Schedule. FSMC shall serve meals on such days and at such times as requested by SFA

B. SFA Responsibility. SFA shall retain control of the quality, extent, and general nature of the food service.

C. Free, Reduced, and Paid. FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs indicated in Section I.D.

D. Meal Pattern. FSMC shall provide meals that satisfy the Meal Pattern requirements for the programs identified in Section I.D. The Meal Pattern requirements are included as Attachment 7. This includes a la carte items as provided by 7 CFR 210.11. If FSMC offers à la carte items, FSMC shall also offer free, reduced price and paid reimbursable lunches to all eligible children (7 CFR 210.16(a)).

E. Participation. FSMC shall promote efforts to increase participation in the child nutrition programs.

F. Scope of Services. FSMC shall provide the specified types of service in the schools/sites listed in Attachment 2, which is a part of this contract.

G. Authorized Sales. FSMC shall sell on the premises only those foods and beverages authorized by SFA and only at the times and places designated by SFA.

H. Meals Not Meeting Requirements. No payment will be made to FSMC for meals that are spoiled or unwholesome at the time of delivery; do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or do not otherwise meet the requirements of this contract.

I. Adult meals. Adult meal charges must be established in accordance with FNS Instruction 782-5 Rev. 1, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs. Pricing must include overall cost of the lunch including the value of any USDA Foods used to prepare meals.

VIII. Books and Records

A. Reporting to SFA. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by SFA no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. SFA shall perform edit checks on the participation records provided by FSMC prior to the preparation and submission of the claim for reimbursement.

B. Allowable Expenses. FSMC shall maintain on-site records to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

C. Year-End Statement. FSMC shall provide SFA with a year-end statement.

D. Review of Records. Books and records of FSMC pertaining to the contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives or auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR 210.9(b)(17) and 2 CFR 200.333)

E. Federally Required Records. FSMC shall not remove federally required records from SFA premises upon contract termination.

IX. Monitoring

A. SFA Observation. SFA shall monitor the food service operation of FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations (Reference 7 CFR 210.16). Further, if there is more than one school site, there is an additional requirement that SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.

B. Review of Records. The records necessary for SFA to complete the required monitoring activities must be maintained by FSMC under this contract and must be made available to the Auditor General, USDA, DEW, and SFA upon request for the purpose of auditing, examination, and review.

C. SFSP Sites. If applicable, SFA, as a SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

X. Menus

A. **Advisory Group**. SFA shall establish and FSMC shall participate in the formation, establishment, and periodic meetings of an SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))

B. **Menu Development. <u>FSMC will complete all menu development.</u>**

C. **Menu Cycle**. FSMC must comply with the menu cycles as specified by SFA in Attachment 8. If FSMC developed the menus, FSMC must comply with the agreed upon menus included in the proposal document for the first 21 days. Any changes made by FSMC after the first initial menu cycle may be made only with the approval of SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16(b)(1)). FSMC must also comply with the Minimum Food Specifications in Attachment 6 for all programs.

XI. Purchases

A. **FSMC Acting as Agent.** If FSMC is procuring goods or services which are being charged to SFA under the contract (e.g. equipment), FSMC is acting as an agent for SFA and must follow the same procurement rules under which SFA must operate and that FSMC may not serve as a vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to SFA.

B. **Food Specifications.** Any purchase of food must meet the specification listed in Attachment 6.

XII. Licenses, Fees, and Taxes

A. **Taxes**. 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. FSMC shall hold SFA harmless for all claims arising from payment of such taxes and fees.

B. **Licenses**. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

C. **SFA Rules**. FSMC shall comply with all SFA building rules and regulations.

XIII. Nondiscrimination

A. Both SFA and FSMC agree that no child who participates in the NSLP, SBP. ASCSP, SFSP and SMP will be discriminated against on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the USDA.

XIV. Emergency Closing

A. **Utility Interruption.** SFA shall notify FSMC of any interruption in utility service of which it has knowledge.

B. **School Closing**. SFA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

XV. Terms, Nonperformance, and Termination

A. **Remedies for Nonperformance**. In the event of FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, SFA shall have the right to pursue all administrative, contractual, and legal remedies against FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

B. **Fiscal Penalties**. FSMC shall reimburse SFA for the full amount of any fiscal penalties resulting from adjusted or disallowed claims which are attributable to FSMC's negligence, including those fiscal penalties based on reviews or audit findings that occurred during the effective dates of original and renewal contracts.

C. **Force Majeure**. Neither FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or for any acts not within the control of FSMC or SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

D. **Termination for Cause.** In the event either party commits a material breach, including, but not limited to, violation of program regulations, the non-breaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.

E. **Termination for Convenience.** At any time, because of circumstances beyond the control of SFA as well as FSMC, FSMC or SFA may terminate the contract by giving 60 (sixty) days written notice to the other party.

F. **Contract Authority.** SFA is the responsible authority without recourse to USDA or DEW to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.

XVI. Trade Secrets and Proprietary Information

A. FSMC Trade Secrets. During the term of the Agreement, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC), and similar compilations regularly used in FSMC's business operations (trade secrets). SFA shall not disclose any of FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of the Agreement. Without limiting the foregoing and except for software provided by SFA, SFA 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 FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title interest, or copyright in such software and SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the termination of the Agreement.

B. Right to Inventions. Any discovery, invention, software, or programs paid for by SFA shall be the property of SFA to which DEW and USDA shall have unrestricted rights including copyrights.

XVII. Insurance

A. Required Coverage. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Ohio. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of the award. The information below must be completed by SFA.

1. Comprehensive General Liability – includes coverage for:
    a. Premises – Operations
    b. Products – Completed Operations
    c. Contractual Insurance
    d. Broad Form Property Damage
    e. Independent Contractors
    f. Personal Injury
2. **$1,000,000** Combined Single Limit
3. Automobile Liability: **$1,000,000** Combined Single Unit
4. Workers' Compensation-Statutory; Employer's Liability: **$1,000,000**
5. Excess Umbrella Liability: **$3,000,000** Combined Single Unit

B. SFA as Additional Insured. SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. FSMC must provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

C. Notice to SFA. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect. SFA may ask for proof of such direction in the form letter from the insurance company.

XVIII. Certification

A. Energy Efficiency. FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).

B. Contract Work Hours and Safety Standards Act. FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the Act), 40 U.S.C. Chapter 37, as implemented by applicable Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.

C. Equal Employment Opportunity. FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

D. Civil Rights Law. FSMC shall comply with all applicable Federal civil rights laws, regulations, and USDA requirements, including, but not limited to, Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; and 7 CFR Parts 15, 15a, and 15b, as amended. FSMC shall also comply with all applicable USDA civil rights regulations, policy memoranda, and guidance governing Child Nutrition Programs.

E. Buy American. FSMC shall comply with the Buy American requirements of 7 CFR 210.21(d) and, where applicable, 7 CFR 220.16(d).

1. FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.

2. FSMC shall certify the percentage of U.S. content in the products supplied to SFA.

3. SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

F. Independent Price Determination. FSMC has signed the Certification of Independent Price Determination, Attachment 11, which was attached as an addendum to FSMC's proposal and which is incorporated herein by reference and made a part of this contract.

G. **Disbarment, Suspension, Ineligibility, and Voluntary Exclusion**. FSMC certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

H. **Clean Air Act and Federal Water Pollution Control Act.** FSMC shall comply with all applicable standards, orders, or requirements issued under Clean Air Act [42 U.S.C. 7401-7671q] and the Federal Water Pollution Control Acts [33 U.S.C. 1251-1387], Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

I. **Lobbying Certification.** FSMC has signed the Lobbying Certification, Attachment 13, which was attached as an addendum to FSMC's proposal and which is incorporated and made a part of this contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, (Attachment 14), or will complete and submit as required in accordance with its instructions included in Attachment 14.

J. **Copeland Act**. FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3).

K. **Davis-Bacon Act**. FSMC shall comply with the Davis-Bacon Act (40 U.S.C. §§3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5).

L. **Other Pertinent Laws**. FSMC shall comply with all other pertinent state and federal laws.

XIX. Miscellaneous

A. **Proposal Specifications**. FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract including all agreed to negotiations between SFA and selected FSMC which have been approved in writing by DEW.

B. **Subcontracting Prohibited.** No provision of this contract shall be assigned or subcontracted without prior written consent of SFA.

C. **Waiver of Claim**. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

D. **Best Commercial Practices**. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g. food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

E. **Claims for Adjustment.** Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.

F. **Program Review Findings**. SFA shall be responsible for ensuring the resolution of program review and audit findings.

G. DEW Review. This contract is subject to review and approval by DEW.

H. Equipment Investment. The following provisions will apply to FSMC investment:

1. FSMC **may not** purchase equipment for the food service program.

I. Indemnification. Except as otherwise expressly provided in this contract, FSMC will defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. This clause shall survive termination of the Agreement.

J. Financial Soundness. SFA and FSMC shall work together to ensure a financially sound operation.

K. Assumptions. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

1. SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

2. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.

3. Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.

4. The government reimbursement rates in effect shall remain materially consistent throughout the year.

5. Meal components and quantities required for applicable CNPs remain consistent with prior years.

6. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the year.

7. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.

8. The projected number of full feeding days is: **175**

9. SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

   The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

AGREEMENT PAGE

The undersigned hereby offers to provide the services of an FSMC as specified in this proposal for the period of August 17, 2026 and ending August 16, 2027.

I understand that SFA reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) days from the time of opening of the proposal.

Furthermore, I certify that, consistent with Section I.Q of this RFP, I have not exchanged any gratuities, favors, nor anything of monetary value with SFA and that this proposal is made without prior understanding, agreement, or connection with any other offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all terms and conditions of this RFP and certify that I am authorized to sign the RFP for the offeror.

FSMC NAME: ____

FSMC ADDRESS: ____

____

____

______________________________ ______________

SIGNATURE (Of authorized representative): Date:

PRINT NAME: ___________________________

TITLE: ________________________________

PHONE: _______________________________

FAX NUMBER: __________________________

E-MAIL: _______________________________

(SFA will complete section below this line)

Awarding of the Contract:

SFA by signing below is awarding the contract for this RFP to the proposer. This proposal, all sections of the proposal, all terms and conditions, addendums, and attachments, including any additional addendums mutually agreed to by both SFA and proposer will be incorporated in to this awarded contract.
The undersigned hereby accepts proposer's services as an FSMC as specified in this proposal for the period of August 17, 2026, and ending August 16, 2027.

______________________________ ______________

SIGNATURE (Of authorized representative): Date:

PRINT NAME: _____________________

TITLE: __________________________

LIST OF ATTACHMENTS

TITLE	ATTACHMENT	SFA ACTION REQUIRED	FSMC ACTION REQUIRED
Site/Building Information	Attachment 1	X	
Services To Be Provided	Attachment 2	X	
Average Daily Participation – Breakfast	Attachment 3	X	
Average Daily Participation – Lunch	Attachment 4	X	
Holiday Schedule	Attachment 5	X	
Minimum Food Specifications	Attachment 6	X	
Meal Pattern Charts	Attachment 7	X	
Menu Cycles	Attachment 8		X
Projected Revenue Worksheet	Attachment 9	X	
Projected Expense Worksheet	Attachment 10		X
Independent Price Determination Certificate	Attachment 11	X	X
Debarment & Suspension Certification	Attachment 12		X
Lobbying Certification	Attachment 13		X
Disclosure of Lobbying Activities (if applicable)	Attachment 14		X
Conflict of Interest Disclosure	Attachment 15		X
Buy American Certification	Attachment 16		X
Vendor References	Attachment 17		X
Unallowable Contract Provisions Review	Attachment 18	X	X

Site/Building Information

					BEGINNING AND ENDING TIMES OF MEAL SERVICE			
SITE OR SCHOOL	ADDRESS	GRADE LEVELS[1]	SELF-PREP SATE-LLITE ETC[2]	NO. OF SERVING PERIODS (LUNCH)	BREAK-FAST	LUNCH	SNACK	NO. OF SERVING DAYS
Flex High School Columbus	567-575 W. Broad St Columbus, OH 43215	9-12	Satellite	1	9:00-9:15	11:30-12:00	N/A	175
Flex High School Columbus	5175 Main St. Columbus, OH 43213	9-12	Satellite	1	9:00-9:15	11:30-12:00	N/A	175

[1] List grade groups that have access to meal service

[2] Indicate if site or school prepares meals on site or if meals are satellite sent in bulk or pre-plated.

Services To Be Provided

		BREAKFAST					LUNCH									
SITE OR SCHOOL	ADDRESS	MEAL[1]	OFFER VERSUS SERVE	A LA CARTE SALES	CON-TRACT MEALS[2]	ADULT MEALS	MEAL[1]	OFFER VERSUS SERVE	A LA CARTE SALES	CON-TRACT MEALS[2]	ADULT MEALS	ASCSP	SFSP	SMP	VEN-DING	CONCE-SSIONS
Flex High School Columbus	567-575 W. Broad St Columbus, OH 43215	100%	Offer	0%	0	0%	100%	Offer	0%	0	0%	0	0	0	0	0
Flex High School Columbus	5175 Main St. Columbus, OH 43213	100%	Offer	0%	0	0%	100%	Offer	0%	0	0%	0	0	0	0	0

[1] A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal.
[2] Contract meals-meals served to other SFAs

Average Daily Participation – Breakfast

			AVERAGE DAILY PARTICIPATION			
SITE OR SCHOOL	**ADDRESS**	**Enrollment**	**FREE**	**REDUCED**	**PAID**	**CONTRACT MEALS (Meals sold to other schools)***
Flex High School Columbus	567-575 W. Broad St Columbus, OH 43215	247	25	0	0	0
Flex High School Columbus	5175 Main St. Columbus, OH 43213	55	25	0	0	0
TOTAL		302	50	0	0	0

*Do not include Special Functions

Average Daily Participation – Lunch

SITE OR SCHOOL	ADDRESS	Enrollment	AVERAGE DAILY PARTICIPATION FREE	REDUCED	PAID	CONTRACT MEALS (Meals sold to other schools)*
Flex High School Columbus	567-575 W. Broad St Columbus, OH 43215	247	25	0	0	0
Flex High School Columbus	5175 Main St. Columbus, OH 43213	55	25	0	0	0
TOTAL		302	50	0	0	0

*Do not include Special Functions

Holiday Schedule

FLEX HIGH SCHOOL COLUMBUS 2026-2027 CALENDAR

JULY 2026

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

July 1-31: NO SCHOOL

0 School Days
0 School Hours

JANUARY 2027

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

Jan 1: New Year's Day-NO SCHOOL
Jan 4: School Resumes
Jan 18-19: MLK Jr. Day Break-NO SCHOOL
Jan 21: End of Second Quarter
Jan 22: Records Day-NO SCHOOL
Jan 25: Third Quarter/Second Semester Starts

17 School Days
93.5 School Hours

AUGUST 2026

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

Aug 3-7: NO SCHOOL
Aug 10-13: Staff Professional Development-NO SCHOOL
Aug 14: NO SCHOOL
Aug 17: First Day of School/First Quarter
Aug 21, 28: NO SCHOOL

9 School Days
49.5 School Hours

FEBRUARY 2027

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

Feb 3: Staff Professional Development-NO SCHOOL
Feb 12-16: Presidents' Day Break-NO SCHOOL

16 School Days
88 School Hours

SEPTEMBER 2026

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

Sep 4-8: Labor Day Break-NO SCHOOL
Sep 30: Staff Professional Development-NO SCHOOL

18 School Days
99 School Hours

MARCH 2027

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

Mar 3: Staff Professional Development-NO SCHOOL
Mar 26-Apr 2: Spring Break-NO SCHOOL

18 School Days
99 School Hours

OCTOBER 2026

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

Oct 15-16: Fall Break-NO SCHOOL
Oct 22: End of First Quarter
Oct 23: Records Day-NO SCHOOL

19 School Days
104.5 School Hours

APRIL 2027

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

Apr 1-2: Spring Break-NO SCHOOL
Apr 8: End of Third Quarter
Apr 9: Records Day-NO SCHOOL

19 School Days
104.5 School Hours

NOVEMBER 2026

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

Nov 3: Staff Professional Development-NO SCHOOL
Nov 23-27: Thanksgiving Break-NO SCHOOL

15 School Days
82.5 School Hours

MAY 2027

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

May 28-31: Memorial Day Break-NO SCHOOL

19 School Days
104.5 School Hours

DECEMBER 2026

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

Dec 21-Jan 1: Winter Break-NO SCHOOL

14 School Days
77 School Hours

JUNE 2027

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

Jun 15: Last Day of School/End of Fourth Quarter
Jun 16: Records Day-NO SCHOOL
Jun 17: Staff Professional Development Day-NO SCHOOL
Jun 18: Juneteenth-NO SCHOOL
Jun 21-30: NO SCHOOL

11 School Days
60.5 School Hours

First Day/Last Day of School | No School (No Staff/No Students) | Professional Development (Staff Reports/No Students) | Records Day (Staff Reports/No Students)

175 Total School Days
962.5 Total School Hours

MINIMUM FOOD SPECIFICATIONS

Meat/Seafood – All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall meet applicable USDA AMS product specifications and be USDA Choice or higher where grading applies.
- Pork shall comply with current USDA AMS Institutional Meat Purchase Specifications (IMPS) and applicable USDA inspection requirements.
- Poultry shall be USDA U.S. Grade A.
- Fish and seafood products shall comply with applicable USDA AMS commodity specifications and all federal inspection requirements.

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

Fruits and Vegetables

- Fresh fruits and vegetables shall meet applicable USDA grade standards and written quality specifications.
- Canned fruits and vegetables shall meet applicable USDA AMS commodity specifications.
- Frozen fruits and vegetables shall meet applicable USDA AMS commodity specifications and grade requirements.

Baked Products

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

Staple Groceries

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

FSMC shall comply with the Buy American Provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 210.21(d) and 7 CFR 220.16(d). See Attachment 16. Buy American Certificate, of this RFP for additional Buy American requirements.

United States Department of Agriculture

School Breakfast Program Meal Pattern

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

[1] Food items included in each group and subgroup and amount equivalents.
[2] Minimum creditable serving is ⅛ cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in paragraphs (c)(2)(i) and (ii) of this section.
[3] Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grain items offered must be enriched.
[4] Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.
[5] By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

National School Lunch Program Meal Pattern

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

[1] Food items included in each group and subgroup and amount equivalents.
[2] Minimum creditable serving is ⅛ cup. 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 percent full-strength.
[3] Larger amounts of these vegetables may be served.
[4] This subgroup consists of "Other vegetables" as defined in paragraph (c)(2)(ii)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(ii) of this section.
[5] Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grains items offered must be enriched.
[6] Minimum creditable serving is 0.25 oz. eq.
[7] Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.
[8] By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

Menu Cycles

PROJECTED OPERATIONS - REVENUE

FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service

Page 1 - In-School Revenue

	Meals	x	Price	=	Total	
Breakfast						
Elementary Full Price	0	x		=	$ -	
Secondary Full Price	0	x		=	$ -	
Reduced Price	0	x		=	$ -	
Adult	0	x		=	$ -	
					Subtotal Breakfast	**$-**
Lunch						
Elementary Full Price	0	x		=	$ -	
Secondary Full Price	0	x		=	$ -	
Reduced Price	0	x		=	$ -	
Adult	0	x		=	$ -	
					Subtotal Lunch	**$-**
After-School Care Snack						
Full Price	0	x	$ -	=	$ -	
Reduced Price	0	x	$ -	=	$ -	
Adult	0	x	$ -	=	$ -	
					Subtotal Snack	**$-**
Special Functions (Catering)						**$-**
A la Carte						**$-**
Concessions						**$-**
Vending						**$-**
Contract Meals						**$-**
Non-Reimbursable Meals						**$ -**

Total In-School Revenue $ -

PROJECTED OPERATIONS - REVENUE

FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service — Page 2 - Federal Reimbursement

	Meals	x	Price	=	Total	
Breakfast						
Free	8,750	x	$4.80	=	$42,000.00	
Free, Severe Need		x		=	$-	
Reduced Price		x		=	$-	
Reduced Price, Severe N eed		x		=	$-	
Full Price		x		=	$-	
					Subtotal Breakfast	**$42,000.00**
Lunch						
Free	8,750	x	$4.80	=	$42,000.00	
Reduced Price		x		=	$-	
Full Price		x		=	$-	
					Subtotal Lunch	**$42,000.00**
After-School Care Snack						
Free	0	x	$-	=	$-	
Reduced Price	0	x	$ -	=	$-	
Full Price	0	x	$ -	=	$-	
					Subtotal Snack	**$-**
Summer Food Service Pr ogram						
Breakfast	0	x	$ -	=	$-	
Lunch/Supper	0	x	$ -	=	$-	
Snacks	0	x	$ -	=	$-	
					Subtotal SFSP	**$-**
Special Milk Program						**$-**

Total Federal Reimbursement **$ 84,000.00**

PROJECTED OPERATIONS - REVENUE

FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service

Page 3 - Total Revenue

Total In-School Revenue	$	-
Total Federal Reimbursement	$	84,000.00
Total State Reimbursement	$	-
Total Revenue	$	84,000.00

PROJECTED OPERATIONS - EXPENSES

FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service

Page 1 - To be completed by FSMC

Food and Milk	
Food and milk purchases	$
USDA donated food value	$
USDA Bonus donated food value	$
USDA donated food Processing & Handling Charges	$
Direct Labor and Benefits	
Food service worker salaries	$
Food service worker benefits	$
Other Direct	
Paper/disposables	$
Cleaning/janitorial supplies	$
Smallwares	$
Equipment repairs	$
Rental expenses	$
Pest Control	$
Expendable Equipment	$
Nonexpendable Equipment	$
Special Functions (Catering)	$
Contract Meals	$
Vending	$
Concessions	$
Other	$
Subtotal Expenditures	**$ -**
Less USDA donated foods value	$
Less rebates, discounts and credits	$
Less rebates, discounts, or credits specific to USDA donated foods	$
Total Expenditures	**$ -**

PROJECTED OPERATIONS - EXPENDITURES

FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service

Page 2 - To be completed by FSMC

A	**Total Revenue**	
B	**Total Expenses**	
C	**FSMC Fixed Fee**	
D	**Rebates, Discounts, and Applicable Credits**	
A – B – C + D	**Profit (Loss)**	**$**

PLEASE INCLUDE BELOW YOUR FIXED FEE CALCULATION

- Fixed Fee calculation:

MEAL EQUIVALENT INFORMATION

- 1 Lunch = 1 Meal
- 1 Breakfast = 0.67 Meal
- 1 Snack = 0.5 Meal
- A la Carte and additional sales shall be converted into meals using the following formula:

$$\frac{\text{Total Sales}}{\text{Free meal reimbursement + USDA Commodity allowance}}$$

Currently, the Free meal reimbursement is $4.31 and the commodity allowance is $0.46

INDEPENDENT PRICE DETERMINATION CERTIFICATE

_______________________________ Name of Food Service Management Company

_______________________________ Name of School Food Authority

A. By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

   1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.

   2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror (to whom?) prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.

   3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Offeror certifies that:

   1. He or she is the person in the Offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through
   A.3 above; or

   2. He or she is not the person in other Offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

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

Signature of Food Service Management Company's Authorized Representative	Title	Date

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

Signature of School Food Authority's Authorized Representative	Title	Date

NOTE: Accepting a proposer's/offeror's offer does not constitute award of the contract.

Certification Regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Drug-Free Workplace Lower Tier Covered Transactions

Requirements regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and, Drug-Free Workplace, are prescribed in 34 C.F.R. Part 82 and Part 85, and 7 C.F.R. Part 3017, and in the required regulations implementing Executive Order 12549. Copies of these regulations may be obtained by contacting the Office of Federal and State Grants Management.

REQUIREMENTS FOR CERTIFICATION

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the participant or prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. By signing and submitting this statement, it is understood that the participants and prospective lower tier participant has done so in accordance with the following:

LOBBYING:

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

(b) 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 a Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

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

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(a) The prospective lower tier participant shall provide immediate written notice to the person to whom this statement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(b) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Office of Federal and State Grants Management for assistance in obtaining a copy of those regulations.

(c) The prospective lower tier participant agrees by submitting this statement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency from which this transaction originated.

(d) The prospective lower tier participant further agrees, by submitting this statement, that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(e) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

(f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(g) Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency from which this transaction originated may, in addition to other remedies available, pursue suspension and/or debarment.

DRUG-FREE WORKPLACE (Grantee other than Individuals)

As required by the Drug-Free Workplace Act of 1988, and subsequent regulations, the applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about the dangers of drug abuse; grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notify the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and, notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under paragraph (d) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, SW, Room 3124, Washington, D.C. 20202.

CERTIFICATION REGARDING LOBBYING

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization: ____

Street address: ____

City, State, Zip: ____

CERTIFIED BY (type or print): ______________________________

TITLE: ____

______________________________ ______________
Signature Date

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

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

<table>
<tr>
<td colspan="2">1. Type of Federal Action:
____ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance</td>
<td colspan="2">2. Status of Federal Action:
_____ a. bid/offer/application
b. initial award
c. post-award</td>
<td colspan="2">3. Report Type:
_____ a. initial filing
b. material change

For material change only:
Year _______ quarter _______
Date of last report___________</td>
</tr>
<tr>
<td colspan="3">4. Name and Address of Reporting Entity:
____ Prime _____ Subawardee
Tier______, if Known:

Congressional District, if known:</td>
<td colspan="3">5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:</td>
</tr>
<tr>
<td colspan="3">6. Federal Department/Agency:</td>
<td colspan="3">7. Federal Program Name/Description:

CFDA Number, if applicable: _________________</td>
</tr>
<tr>
<td colspan="3">8. Federal Action Number, if known:</td>
<td colspan="3">9. Award Amount, if known:

$</td>
</tr>
<tr>
<td colspan="3">10. a. Name and Address of Lobbying Registrant
(if individual, last name, first name, MI):</td>
<td colspan="3">b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI):</td>
</tr>
<tr>
<td colspan="3">11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</td>
<td colspan="3">Signature: ________________________________

Print Name:______________________________

Title:___________________________________

Telephone No.: _______________ Date: _______</td>
</tr>
<tr>
<td colspan="3">Federal Use Only</td>
<td colspan="3">Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)</td>
</tr>
</table>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Conflict of Interest Disclosure

Title 2 —Federal Financial Assistance
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Subpart B —General Provisions

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

§ 200.112 Conflict of interest.

Federal agencies must establish conflict of interest policies for Federal awards. A recipient or subrecipient must disclose in writing any potential conflict of interest to the Federal agency or pass-through entity in accordance with the established Federal agency policies.

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Federal Financial Assistance
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Subpart B —General Provisions

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

§ 200.113 Mandatory disclosures.

An applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

52.225-2 Buy American Certificate.

As prescribed in 25.1101(a)(2), insert the following provision:

Buy American Certificate (Oct 2022)

(a)
(1) The *Offeror* certifies that each *end product*, except those listed in paragraph (b) of this provision, is a domestic *end product* and that each domestic *end product* listed in paragraph (c) of this provision contains a critical *component*.
(2) The *Offeror shall* list as foreign *end products* those *end products* manufactured in the *United States* that do not qualify as domestic *end products*. For those foreign *end products* that do not consist wholly or predominantly of iron or steel or a combination of both, the *Offeror shall* also indicate whether these foreign *end products* exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
(3) The *Offeror shall* separately list the *line item* numbers of domestic *end products* that contain a critical *component* (see FAR 25.105).
(4) The terms "commercially available off-the-shelf (COTS) item," "critical *component*," "domestic *end product*," "*end product*," and "foreign *end product*" are defined in the clause of this *solicitation* entitled "Buy American-*Supplies*."
(b) Foreign *End Products:*

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____________	________________	_________________
_____________	________________	_________________
_____________	________________	_________________

(b) *[List as necessary]*
(c) Domestic *end products* containing a critical *component*:
Line Item No. _____
[List as necessary]
(d) The Government will evaluate *offers* in accordance with the policies and procedures of part 25 of the Federal *Acquisition* Regulation.

(End of provision)

Parent topic: 52.225 [Reserved]

VENDOR REFERENCES

Provide references from three Ohio public school districts of similar size/demographics.

1. School or School District Name: ____

   Contact Name: ____

   Contact Phone: ____

   Contact Email: ____

   Service provided: ____

2. School or School District Name: ____

   Contact Name: ____

   Contact Phone: ____

   Contact Email: ____

   Service provided: ____

3. School or School District Name: ____

   Contact Name: ____

   Contact Phone: ____

   Contact Email: ____

   Service provided: ____

Unallowable SFA-FSMC Contract Document Provisions

	The following indicate problem areas that have been identified in some SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Mark an (X) in each block that indicates no such provisions are in your document(s), unless specified below.
☐	1. **NO** Cost Plus a Percentage of Cost/Income – cost plus a percentage of cost/income to FSMC, however represented.
☐	2. **NO** Duplicate Fees – fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
☐	3. **NO** Purchasing Restrictions – if SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors.
☐	4. **NO** Improper Acceleration Clause – provisions (multi-year) that require full payment (e.g. program equipment purchases) if the contract is not renegotiated.
☐	5. **NO** Interest Payments – interest payments to the contractor, however represented, including interest payments for equipment purchases.
☐	6. **NO** Contingent Guaranteed Return – “guaranteed return” provisions unless the “return” remains in the nonprofit food service account. “Returns” cannot be contingent upon multi-year contract duration.
☐	7. **NO** Delegation of SFA Responsibilities – FSMC responsibility for any of the functions that must be retained by SFA (signature authority on the Permanent Agreement and claims, etc.)
☐	8. **NO** Automatic Renewal – provisions which automatically renew the contract.
☐	9. **NO** Subcontracted Processing – contract document language that permits FSMC to subcontract USDA Foods for further processing.
	For the item(s) above not checked (X), indicated item number(s) with corresponding page number(s) of document(s) where provision(s) appears. Item Number(s) Page Number(s) ______________ ______________ ______________ ______________ ______________ ______________
	I, the undersigned, hereby confirm that the above language is not included in the contract documents with named FSMC. SFA reviewer: ______________________________ ______________ Signature Date FSMC reviewer:______________________________ ______________ Signature Date