

AMENDMENT FOR FIXED PRICE AGREEMENTS
for United States Department of Agriculture (USDA)
Fresh Fruit and Vegetable Program (FFVP)

This "Amendment" is between School Food Authority (SFA) THE LINCOLN ACADEMY and Contractor _____ for the purposes of adding the SFA's participation in the Fresh Fruit and Vegetable Program (FFVP). The effective date of this Amendment is JULY 1, 2026.

The parties now desire to amend the Base Agreement dated JULY 1, 2026 as follows:
All terms and conditions contained in the Base Agreement, including any renewals shall remain unchanged and in full force and effect, including the option to renew this Amendment along with the Base Agreement.

The cost to the SFA for the FFVP for the school year shall be a fixed price per snack of: \$_____.

Invoices will be paid based on terms and conditions described in the Base Agreement.

Program Description

The FFVP provides children with fresh fruits and vegetables to expand and increase the variety and amount of fruits and vegetables children experience and consume. Combined with nutrition education and a reinforcement of healthful eating habits, the program emphasizes the long-term goals of positively influencing children's life-long eating habits and combating childhood obesity.

The FFVP is supported by a grant from the USDA which SFAs apply for each school year. Funding is dependent upon the SFA's submission of application, the Wisconsin Department of Public Instruction (WI DPI) Bureau of School Nutrition (BSN) approval, and the availability of funding. This amendment is contingent on grant funding.

A complete description of the FFVP regulations, guidelines, and memorandums, including SP 33-2012 USDA Memo RE: Fresh Fruit and Vegetable Program Fees in FSMC Contracts is on the [Wisconsin Department of Public Instruction's FFVP Website](https://dpi.wi.gov/school-nutrition/programs/fresh-fruit-vegetable) (<https://dpi.wi.gov/school-nutrition/programs/fresh-fruit-vegetable>).

Parties agree to the following responsibilities:

- A. Weighted Average Food Cost:** Contractor will provide the SFA with the weighted average food cost at least annually, accounting for up to 80% of the quoted fixed price per snack. The Contractor will provide this information to the SFA prior to the SFA's submission of their first claim to WI DPI BSN for the school year. The SFA reserves the right to collect any and all records associated with the determination of any weighted average food cost.
- B. Weighted Average Operating Cost:** Contractor will provide the SFA with direct weighted average operating labor costs, including time spent preparing the FFVP snack and calculating direct program costs like planning the FFVP cycle menu and calculating costs. Operating costs may account for up to 20% of the quoted fixed price per snack with no more than 10% of the operating cost being administrative cost, which includes profit. The SFA reserves the right to collect any and all records associated with the determination of any weighted average operating cost.

- C. Cycle Menu and Minimum Portion Size:** The Contractor will establish a minimum of a 2-week FFVP cycle menu, which indicates the planned snack along with the portion size. The minimum portion size for a food item shall be $\frac{1}{4}$ cup. For hand food items like mandarin oranges, minimum portion size may be one each. Portion sizes can also exceed $\frac{1}{4}$ cup. The cycle menu and established portion sizes must be used as the basis for weighted average cost calculations.
- D. Serving Schedule:** SFA and Contractor will work together to develop a FFVP serving schedule. Produce must be provided separately from the lunch or breakfast meal services, in one or more areas of the school during the official school day. FFVP must be served at least twice per week, and the program must begin during the first full week of the school year.
- E. Audits and Administrative Review (AR):** The Contractor must provide any records to support the weighted average cost calculations, for example produce vendor invoices and labor time studies to the SFA when requested for an Administrative Review or other audit.
- F. DPI BSN Grant Responsibilities:** The SFA is responsible for submitting allocation budgets, claims, and other reporting requirement to the WI DPI BSN. The SFA may request additional documentation from Contractor to support reporting and other grant requirements.
- G. Execution of Amendment:** All other terms and conditions contained in the Base Agreement shall remain unchanged and in full force and effect except for those amended by this Amendment. By signing below all parties have agreed to the changes contained in this Amendment to the Base Agreement.

SFA

Name of Authorized Representative:

Signature of Authorized Representative:

Title: _____

Date: _____

Contractor

Name of Authorized Representative:

Signature of Authorized Representative:

Title: _____

Date: _____

Included a copy of this signed amendment with the Base Agreement or renewal that is uploaded to the SFA's School Nutrition Online Contract in Online Services.

Advice of Counsel:

Each party acknowledges that, in executing this amendment, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this amendment. The WI DPI is not a party to any contractual relationship between a SFA and its Contractor. DPI is not obligated, liable, or responsible for any action or inaction taken by a SFA or Contractor based on this prototype amendment. DPI's review of the amendment is limited to assuring compliance with federal and state procurement requirements. The DPI does not review or judge the fairness, advisability, efficiency, or fiscal implications of the amendment.