

# **Amendment to the Food Service Management Company (FSMC) for Summer Food Service Program (SFSP)**

This "Amendment" is entered into and between THE LINCOLN ACADEMY, the School Food Authority ("SFA") and \_\_\_\_\_ the Food Service Management Company ("FSMC") and collectively referred to herein as the "Parties".

This Amendment is effective July 1, 2026, amends and modifies the FSMC Contract (herein referred to as the "Contract"). All other terms and conditions contained in the FSMC Contract shall remain unchanged and in full force and effect. The Parties to this Amendment have agreed to amend the Contract originally dated July 1, 2026 to add Summer Food Service Program (SFSP) as described in this Amendment for the remainder of the term of the Contract including any renewals.

Parties shall comply with the applicable rules, regulations, policies, and instructions of the State of Wisconsin, the Department of Public Instruction (DPI), and United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) and any additions or amendments thereto, including USDA 7 CFR part 225 (SFSP) regulations.

## **I. Summer Food Service Program (SFSP)**

A. The SFA shall be responsible for determining eligibility of all SFSP sites.

B. Bonding requirements.

1. Bid bond guarantee (when the SFSP portion of the proposal exceeds \$150,000):

Offeror shall submit with his or her proposal, a bid bond guarantee in the amount of \$ NA \_\_\_\_\_ (no less than five (5) percent or more than ten (10) percent of the total proposed price), which shall be from a surety company listed in the current Department of the Treasury Circular 570.

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

2. Performance bonds (when the SFSP portion of the contract exceeds \$150,000):

The FSMC must obtain a performance bond in the amount of \$ NA \_\_\_\_\_ (not less than 10 percent or no more than 25 percent of the value of the Contract) which shall be from a surety company listed in the current Department of the Treasury Circular 570. Any FSMC which enters into more than one contract with any one SFA shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$150,000. The performance bond must be furnished within ten (10) days after notice of the Contracts.

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

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

D. Parties to this Amendment shall comply with the cycle menu development requirements described in the Contract and attachment A: "Summer Food Service Program Menus". If the FSMC is developing the menu, the SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.

All meals prepared by a FSMC shall be unitized, with or without milk or juice, in accordance with requirements contained in this amendment and Contract.

- E. All meals served under the SFSP shall meet the requirements of §225.16.
- F. The DPI shall have a representative present at all food service management company procurement bid openings when SFAs are expected to receive more than \$100,000 in SFSP payments.
- G. The SFA shall maintain responsibility for submitting SFSP claims for reimbursement and comply with 7 CFR Part 225.15(a) which requires that sponsors operate the food service in accordance with the provisions of 7 CFR Part 225; any instructions and handbooks issued by FNS under 7 CFR Part 225 and any instructions and handbooks issued by the State agency which are not inconsistent with the provisions of 7 CFR Part 225.
- H. The projected number of SFSP full feeding days is: 19 \_\_\_\_\_.
- I. **Payment:** Payment for meals provided under this will be inclusive of the Contract and all expenditures and fees quoted therein.

Check the appropriate box below.

- Cost-Reimbursable FSMC Contract:** *CFR §250.50 Contract requirements and procurement, (b) Types of contracts;* allows for a cost-reimbursable contract with a FSMC for a SFA participating in SFSP and as such all-payments terms stated in the Contract shall govern this section of the Amendment.
- Fixed Price FSMC Contract:** Payment for meals provided under this section of the Amendment will be inclusive of the Contract and all expenditures and fees quoted therein, and the fixed price per meal shall be:

The SFSP Fixed Price per Meal:

<b>Breakfast</b>	Price Per Meal	
<b>Lunch</b>	Price Per Meal	
<b>Afterschool Snack</b>	Price Per Meal	
<b>Supper</b>	Price Per Meal	

## II. Meal Pattern Requirement and Minimum Food Specifications

**SFSP Child Meal Pattern:** The FSMC shall provide meals that are both acceptable by students for consumption and compliant with program regulations and requirements as follow:

- (1) Meal Service Requirements, 7 CFR 225 § 225.16  
(<https://www.ecfr.gov/current/title-7/section-225.16>)
- (2) Additional SFA Meal Requirements:

## III. Cost Evaluation

**Costs:** The proposed costs for adding the CNP(s) to the Contract will be determined by completing the appropriate attachments to this Amendment. Proposed costs will be added to the determination of costs for awarding the Contract or if CNP(s) are added after the award, costs will be used to determine added expenses to the Contract and for determination if a material change to the Contract as occurred by adding CNP(s) to Contract. Parties to Amendment will need to complete the following attachments:

- ATTACHMENT B: SFA SITE/BUILDING LISTING & SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)
- ATTACHMENT C: PROJECTED OPERATIONS – REVENUE & PROPOSED COST SUMMARY

#### IV. Execution of Amendment

IN WITNESS WHEREOF, the Parties hereto have entered into this Addendum.

SCHOOL AGENCY / FSMC SIGNATURES	
Name of School Agency's Authorized Representative	Title
Signature of School Agency's Authorized Representative 	
Date Signed Mo./Day/Yr. <input type="button" value="Pick Date"/>	
Name of FSMC's Authorized Representative	Title
Signature of FSMC's Authorized Representative 	
Date Signed Mo./Day/Yr. <input type="button" value="Pick Date"/>	

## **ATTACHMENT A: SUMMER FOOD SERVICE PROGRAM (SFSP) MENU**

Attach a \_\_\_\_\_ day cycle SFSP menu prepared menu prepared by the SFA or FSMC; as directed by Section II: Summer Food Service Program (SFSP) of this Amendment. This menu must be used for the first \_\_\_\_\_ day cycle of the SFSP.

## ATTACHMENT B:

# SFA Site/Building Listing

## & SFA Specification Work Sheet on Average Daily Participation (ADP)

### Summer Food Service Program (SFSP)

**See Excel Spread Sheet for Attachment Data.**

\*Do not include Special Functions

## ATTACHMENT C: PROJECTED OPERATIONS – REVENUE & PROPOSED COST SUMMARY

### PROPOSED REVENUE SUMMARY - FEDERAL REIMBURSEMENT

See Excel Spread Sheet for Attachment Data.

Summer Food Service Program (If applicable):	Based on 19 Days of Service			
Breakfast	# 1,000	X	3.03	= \$ 3,030
Lunch/Supper	# 1,200	X	5.315	= \$ 6,378
Snacks	# _____	X	_____	= \$ _____
Total SFSP				\$ _____
				<b>TOTAL FEDERAL REIMBURSEMENT</b> \$ 9,408

### PROPOSED COST SUMMARY - NONPROFIT SCHOOL FOOD SERVICE

See Excel Spread Sheet for Attachment Data.

This document contains a proposed cost for the furnishing of management services for the operation of the nonprofit food service programs and sets forth the terms and conditions applicable to the proposed procurement of the Contract. Upon acceptance, this Attachment shall constitute the contract between the FSMC and the SFA.

The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the Amendment.

#### PER MEAL PRICES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED

Summer Food Service Program:	Units		Total*
(Fixed Price)		Proposal Fixed Meal Price	
Reimbursable Breakfast	# 1,000	X	_____ = \$ _____
Reimbursable Lunches	# 1,200	X	_____ = \$ _____
Reimbursable Snacks	# _____	X	_____ = \$ _____
Reimbursable Suppers	# _____	X	_____ = \$ _____
(Cost Reimbursable Plus Fix Fee)		Management fee and Administrative fee per meal	
Reimbursable Breakfast	# _____	X	_____ = \$ _____
Reimbursable Lunches	# _____	X	_____ = \$ _____
Reimbursable Snacks	# _____	X	_____ = \$ _____
Reimbursable Suppers	# _____	X	_____ = \$ _____
		<b>Total Estimated Cost*</b>	= \$ _____

\*All totals must be carried out to the second decimal place and must not be rounded.

#### PROGRAM PROFIT AND LOSS

TOTAL FEDERAL REIMBURSEMENT	: \$ 9,408
Total Estimated Cost*	: _____
Profit/Loss	: _____