



Example RFP Template
11-7-2023

Name of of your
School District



CHILD NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT COMPANY

SCHOOL FOOD AUTHORITY: _____

REQUEST FOR PROPOSAL
AND SUBSEQUENT CONTRACT
FIXED PRICE

Nebraska Department of Education
Nutrition Services
500 South 84th Street
P.O. Box 94987
Lincoln, NE 68510
Phone (402) 471-2488 or Toll-free (800) 731-2233

Website <http://www.education.ne.gov/ns>

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: [ASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf](https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf)><https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

This institution is an equal opportunity provider.

GENERAL INFORMATION

The Nebraska Department of Education Nutrition Services (NDE) is not and will not be a party to any contract between a School Food Authority (SFA) and a Food Service Management Company (FSMC). The SFA has full responsibility for ensuring that the terms of the contract are fulfilled. NDE is required to ensure the SFA is in compliance with State and Federal procurement standards, cost principles, and applicable Federal Program regulations. NDE has no involvement with the enforcement of this contract; however, NDE can deny payment of all meals received or purchased if terms of the contract are not fulfilled.

NDE strongly advises the SFA consult with its legal counsel throughout the contracting process.

PROCESS

This is important information

NDE must approve the entire Request for Proposal (RFP) package prior to proposal solicitation (7 CFR 210.16(a)(10)). Notice of Request for Proposals must be advertised at least once in a newspaper with state-wide distribution and sent to all FSMCs listed in Attachment 2: List of FSMCs Interested in Operating in Nebraska.

The SFA must submit the following items for review and approval to NDE after the SFA has selected a FSMC and before the contract is signed (7 CFR 210.19(a)(5)):

- a. Newspaper notification with date of publication (see sample notification).
- b. Copy of correspondence showing all FSMC's on the "List of FSMC's Interested in Operation in NE" received notification of the solicitation and the RFP with Exhibits via email. Copy NDE Program Specialist on all email correspondence.
- c. Sign in log of FSMCs in attendance at the pre-proposal meeting, along with a written copy of all questions from FSMCS and Answers from SFA (provided to all FSMCs in attendance).
- d. Correspondence or documented phone conversations from FSMCs opting not to submit a proposal.
- e. Completed and scored Award Criteria from each committee member who completed an evaluation for each FSMC submitting a proposal (Attachment 1).
- f. Electronic copy of the entire proposal package from the selected FSMC, the completed RFP/Contract and any FSMC addendums.
- g. All FSMC certifications and attachments.

Your assigned NDE Program Specialist must receive before approving the contract

After NDE has granted approval of the contract, it must be signed by the SFA and FSMC. The completed signature page (IV. Agreement) and Appendix J: Independent Price Determination Certificate must be sent to NDE.

The notification must appear in the Omaha World-Herald one time. The same notification must be sent to all FSMCs listed on pages 69-70 of the RFP

Sample Legal Notice:

ABC School with an enrollment of 550 students is requesting Food Service Management Company proposals for the operation of the district's child nutrition programs. The Request for Proposal (RFP) can be obtained by contacting:
John Smith, Superintendent
ABC School
300 North 5th Street, Anywhere, NE 00000
000-000-0000, jsmith@xmail.com

NDE's RFP TIMELINE

November 1	NDE releases RFP
December 1	Deadline for SFAs considering contracting for the next school year, to request the RFP Packet from NDE
January 15	Deadline for SFAs to submit the completed RFP package to NDE.
March 1	Last date for RFP notification to be placed in the Omaha World Herald under legal notifications. The notification must also be sent to all FSMCs operating or expressing interest in operating in NE. A sixty (60) calendar day solicitation period is required from the date of the notification. NDE must approve the entire RFP package prior to SFA publishing the notification.
May 15	Deadline for NDE to receive SFA/FSMC RFP/Contract for approval prior to execution.
July 1	Start of new program year. Execution date of SFA/FSMC Contract.

(Contract Year July 1 - June 30)

6. Additional information required to adequately respond to this **Request for Proposal** may be obtained from:

Name: _____
Phone: _____
Email: _____

Any additional information provided to one FSMC must be provided to all.

7. The FSMC must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.
8. Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

C. Procurement Method

Important Information

1. Procurement Method will be by Competitive Proposal and the following requirements apply:
 - a. The NDE Fixed Price RFP/Contract template must be used.
 - b. The SFA must advertise their notification to solicit FSMC proposals in the Omaha World Herald Newspaper one time. Notification to solicit proposals must also be sent to all FSMCs operating/expressing interest in operating in Nebraska on the list provided by NDE.
 - c. Proposals must be solicited from an adequate number of qualified sources.
 - d. The SFA must utilize the weighted award criteria identified in this RFP for conducting technical evaluations of the proposals received and for selecting awardees.
 - e. The award will be made to the responsive and responsible FSMC whose proposal is most advantageous to the SFA, with price and other factors considered.
2. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 2 CFR 200.319.
3. Discussions with the FSMC determined for award selection may be conducted for the purpose of clarifying terms and conditions of the proposal and to assure full understanding of the requirements.
4. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing FSMCs.

Submitted to the SFA in the form of an Addendum to the FSMC Proposal

Same opportunity to compete

Inserting dates is one of the last steps before submitting the RFP to NDE for final approval. Your assigned NDE Program Specialist will work with you on your RFP/Contract Timeline. We suggest not inserting dates initially as they may change.

D. RFP/Contract Timeline

1. The SFA will use the following timeline to select a FSMC:

Task	Date	Time/ Time Zone
Place RFP notification in newspaper and notify prospective FSMCs of the RFP (<u>Start of minimum 60 calendar day solicitation period</u>)		N/A
Mandatory Pre-proposal Conference (<u>Approximately two weeks after the notification</u>)		<input type="checkbox"/> Central Time <input type="checkbox"/> Mountain Time
Deadline for receiving proposals (<u>At least 60 calendar days after date of notification</u>). <u>Not open to the public.</u>		<input type="checkbox"/> Central Time <input type="checkbox"/> Mountain Time
Committee Scores Proposals (<u>Within 5-7 business days of receiving proposals</u>)	To be determined	N/A
Submit selected FSMC Proposal and items (a-g) as indicated on page 1 of RFP to NDE for Approval (<u>This can be completed prior to board approval</u>)	To be determined	N/A
Approval of RFP/Contract/Proposal by Board of Education (<u>This can be prior to NDE final approval of contract</u>)	To be determined	N/A
Notification of RFP/Contract Award to FSMC (<u>Notify FSMCs submitting a proposal within 60 calendar days</u>)	To be determined	N/A
Submit RFP/Contract Signature Page (IV. Agreement Page) and Appendix J-Independent Price Determination to NDE (<u>NDE must approve the contract prior to signing/ implementation</u>)	To be determined	N/A

Specific dates are not included for some tasks and will be determined by the SFA during the process.

2. A mandatory on-site pre-proposal meeting will be conducted by the SFA's Authorized Representative and will include FSMCs touring the foodservice facilities. This meeting will be held on the date listed below.

Date: _____

Time/Time Zone: _____

Physical Location Address: _____

- a. The pre-proposal meeting must be conducted on a school day with prospective FSMCs having the opportunity to view meal service at sites serving each of the grade groups (PreK, K-5, 6-8, 9-12). Alternative feeding locations may also be toured.
- b. All FSMC questions must be submitted in writing.
- c. All questions will be answered in writing and sent to all FSMCs that attend the Pre-Proposal Meeting.

Do not answer questions at the pre-proposal meeting

3. Timeline for Documented Contact:

Questions may be submitted and answered periodically through out the process. Your assigned Program Specialist will assist you in answering questions.

Task	Date	Time/Time Zone (check one)	
Last date for the FSMC to submit written questions regarding the RFP (approximately <u>30</u> calendar days prior to proposal submission).		Time:	<input type="checkbox"/> Central Time <input type="checkbox"/> Mountain Time
SFA will respond to all questions in writing (approximately <u>20</u> calendar days prior to proposal submission).		Time:	<input type="checkbox"/> Central Time <input type="checkbox"/> Mountain Time

- a. Submit questions to:

Contact Person: _____

Address: _____

Fax Number: _____

Email: _____

- b. If the SFA chooses to have vendor presentations these will be scheduled with each FSMC at a different time than the pre-proposal meeting.

E. Proposal Submission and Award

1. The SFA must use NDE's template FSMC Request for Proposal/Contract. If an SFA does not complete the required procurement procedures, NDE will NOT approve the contract and meals cannot be paid for from the Non-Profit School Food Service Account.

The electronic copy of the selected FSMC Proposal must be reviewed by your assigned NDE Program Specialist

2. Submit two* hard copies and one electronic copy (jump drive and/or attached to email) of the FSMC Proposal to:

SFA Contact's Name: _____

Mailing Address: _____

Physical Address: _____

City/State/Zip: _____

Email: _____

*SFA may adjust this number:

3. Proposals will not be accepted after the time and date as indicated in the RFP/Contract Timeline. There will not be a public opening of the FSMC proposals. FSMC attendance is not necessary or encouraged.

4. Hard copies of proposals are to be submitted in a sealed envelope marked **“Food Service Management Proposal.”** Note: All submitted proposals become the property of the SFA. The SFA will retain one copy of all proposals. Copies of all documents pertaining to the award of contract, shall be kept by the SFA and shall be open to public inspection (Nebraska Public Records Act 84-712 et al.).

5. The SFA reserves the right to accept any proposal which it deems most favorable to the interest of the SFA and to reject any or all proposals or any portion of a proposal submitted which, in the SFA's opinion, is not in the best interest of the SFA.

6. To be considered, each FSMC must submit a completed response to this solicitation **using the forms provided.**

- a. No other documents submitted with the RFP/Contract will affect the Contract provisions, except those that provide clarification, and **there can be no modifications to the RFP/Contract language.**
- b. In the event the FSMC modifies, revises, or changes the RFP/Contract in any manner, the SFA will reject the proposal.
- c. **Appendix A offers the SFA the opportunity to include additional services.**
- d. All FSMC addendums that result in clarification of the RFP/Contract must be submitted by the FSMC to the SFA and sent to NDE for review before the contract can be signed.

Important - allows SFA to request additional services

7. Award will be made only to a qualified and responsible FSMC whose proposal is responsive to this solicitation. The FSMC will provide the following information:

- a. Contact Information:
 - i. An introduction of the FSMC.
 - ii. The name, address, telephone number, and email of the person to be contacted, along with others authorized to represent the company in dealing with the RFP.
- b. Executive Summary:
 - i. Highlights the major features of the proposal.
 - ii. Identifies any supporting information.

- j. Involvement of Students, Staff, and Patrons:
 - i. Describe the efforts and results of the FSMC’s involvement of students, teachers, administrators, and parents in program evaluation, selection of menus, identifying food service concerns, etc., including:
 - examples of surveys
 - how results and requests were responded to
 - what actions were taken
 - k. The FSMC is required to submit 21 days of menus for each of the current and anticipated programs the SFA has indicated on pages 18 and 19 of this RFP. Menus must be compliant with 7 CFR 210, 220, 225, 226.
- 8. The FSMC’s representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of this RFP before submitting proposals; failure to do so will be at the FSMC’s own risk and cannot secure relief on plea of error.
- 9. The SFA is not liable for any cost incurred by the FSMC in submitting a proposal.
- 10. The SFA has checked and ensured it is not entering into a covered transaction with a suspended, debarred, or otherwise excluded from or ineligible for participation in the USDA Child Nutrition Programs as identified on the federal Excluded Parties List System which is part of the [System of Awards Management \(SAM\)](#). (2 CFR Part 200.213)
- 11. Each FSMC must complete Appendixes G, H, I, and J. ←

Appendix G: Debarment and Suspension Certification
 Appendix H: Anti-Collusion Affidavit
 Appendix I: Certification Regarding Lobbying
 Appendix J: Independent Price Determination Certification
- 12. Award Criteria:
 - a. Proposals will be evaluated by an SFA selected committee (minimum of 2) and based on the weighted award criteria identified in the RFP.
 - b. Each area of the award criteria must be addressed in detail in the FSMC's Proposal.
 - c. The SFA committee members should be familiar with the regulations and requirements of the Child Nutrition Programs, have sufficient knowledge of the SFA’s goal, financial conditions, and have experience in evaluating proposals. Members may include: Superintendent, Finance Officer, Business Manager, School Principals, other School Personnel, School Board Members, School's Attorney, or Certified Public Accounts, etc.
 - d. No committee member can be an agent for, employee of, or in any other manner associated with a FSMC, or the FSMC will be precluded from participating in the RFP and subsequent contract.
 - e. Each committee member must evaluate the proposal independently and assign a point value to each award criteria. The scoring cannot be completed as a group.
 - f. Score sheets from each committee member, in addition to a final combined scoring sheet which demonstrates why the final selection was made, must be submitted to NDE (Attachment 1).

FSMCs have requested the completed combined scoring sheet when not awarded the contract.

13. Weight of Award Criteria:

- a. The SFA must determine in advance the point value assigned to each award criteria (to equal a total of 100 points).
- b. Cost must receive the highest number of assigned points. (2 CFR 200.320)
- c. The SFA may not include prior experience with the SFA as a category, as it would restrict competition.

It is your decision on how to assign points to the different categories. Cost must have the most points assigned.

Point Value	Award Criteria
	Cost (must be highest number of points)
	Service Capability Plan (Identifies proposed on-site food service management team and demonstrates the FSMC’s ability to provide services as stated in the RFP/Contract)
	Experience/References
	Finance/Business Practices
	Accounting and Reporting Systems
	Personnel Management and Professional Standards
	Innovation
	Promotion of the School Food Service Program
	Involvement of Students, Staff, and Patrons
	Menus (21-days) for each of the current and anticipated programs
	Total (Must equal 100 points)

5. **Check all programs the SFA currently operates.** The program(s) listed here should agree with those listed in Exhibit A (SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED). If the SFA plans to operate other programs in the future, the SFA should check the box under “Anticipated Future Program” to identify the programs and indicate the year the SFA reasonably foresees it may operate the program.

Current Programs/Services:

- National School Lunch Program (NSLP)
- Traditional School Breakfast Program (SBP)
- Alternative Breakfast (i.e. grab-n-go, breakfast in the classroom)
- Afterschool Snack Program (under NSLP)
- Pre-school Breakfast Meal -served in classroom/separate area (CACFP meal pattern)
- Pre-school Lunch Meal –served in classroom/separate area (CACFP meal pattern)
- Pre-school Snack not claimed through NSLP or CACFP – (CACFP meal pattern)
- Summer Food Service Program (SFSP)
- Seamless Summer Option (SSO under the National School Lunch Act)
- Special Milk Program (SMP)
- Fresh Fruit and Vegetable Program (FFVP) [grant funded]
- Child and Adult Care Food Program (CACFP)
- At Risk Meals (CACFP)
- A la Carte
- Adult Meals
- Catering
- Vended Meals Provided to:

Include details

- Vending [vending machines supplied by the FSMC]
- Vending machines owned/operated by SFA's Food Service Program
- Concessions [operated by the FSMC]
- Farm to School, food items locally purchased

- Beef to School-specify
- School gardens/greenhouse – specify
- Other items-specify

- Milk breaks not claimed through NSLP or CACFP: grades
- School Store - Sites
- Open Campus for Lunch: grades
- Meals/A la Carte foods for students participating in after school events (i.e. away sports games)
- Provision 2, sites:
- Provision CEP, sites:

Other:

Anticipated Future Programs/Services:

As this is a one-year contract with up to four one-year renewals, please anticipate changes to your existing program planned in the next five years with expected dates of implementation, (if known). Adding programs not indicated below after the contract has been implemented will result in re-bidding the contract.

Mark even if remotely possible in the future

Date, if Known

Can leave blank if not known →

<input type="checkbox"/>	Traditional School Breakfast Program (SBP)	
<input type="checkbox"/>	Alternative Breakfast (i.e. grab-n-go breakfast in the classroom)	
<input type="checkbox"/>	Afterschool Snack Program (under NSLP)	
<input type="checkbox"/>	Pre-school Breakfast Meal -served in classroom/separate area (CACFP meal pattern)	
<input type="checkbox"/>	Pre-school Lunch Meal –served in classroom/separate area (CACFP meal pattern)	
<input type="checkbox"/>	Pre-school Snack not claimed through NSLP or CACFP – (CACFP meal pattern)	
<input type="checkbox"/>	Summer Food Service Program (SFSP)	
<input type="checkbox"/>	Seamless Summer Option (SSO under the National School Lunch Act)	
<input type="checkbox"/>	Special Milk Program (SMP)	
<input type="checkbox"/>	Fresh Fruit and Vegetable Program (FFVP) [grant funded]	
<input type="checkbox"/>	Child and Adult Care Food Program (CACFP)	
<input type="checkbox"/>	At Risk Meals (CACFP)	
<input type="checkbox"/>	A la Carte	
<input type="checkbox"/>	Adult Meals	
<input type="checkbox"/>	Catering	
<input type="checkbox"/>	Vended Meals [New/Additional Locations]	
<input type="checkbox"/>	Vending [vending machines supplied by the FSMC]	
<input type="checkbox"/>	Vending machines owned/operated by SFA's Food Service Program	
<input type="checkbox"/>	Concessions [operated by the FSMC]	
<input type="checkbox"/>	Farm to School, food items locally purchased	
<input type="checkbox"/>	Beef to School-specify <input type="text"/>	
<input type="checkbox"/>	School gardens/greenhouse – specify <input type="text"/>	
<input type="checkbox"/>	Other items-specify <input type="text"/>	
<input type="checkbox"/>	Milk breaks not claimed through NSLP or CACFP: grades: <input type="text"/>	
<input type="checkbox"/>	School Store - Sites: <input type="text"/>	
<input type="checkbox"/>	Open Campus for Lunch - grades: <input type="text"/>	
<input type="checkbox"/>	Meals/A la Carte foods for students participating in after school events (i.e. away sports games)	
<input type="checkbox"/>	Provision 2, sites: <input type="text"/>	
<input type="checkbox"/>	Provision CEP, sites: <input type="text"/>	
<input type="checkbox"/>	Other: <input type="text"/>	

Include detail if known →

m. Provide additional food service/catering as requested by the SFA as follows (check all that apply):

- Non-Reimbursable Snack
- Meetings
- Teacher In-Service Days
- Banquets and Parties
- Other:

← These are pre-marked but can be changed

Important Instructions regarding Catering →

- n. Bill the SFA club, organization, or program requesting additional food service/catering for the actual cost of food, supplies, labor, plus a mutually agreed-upon cost for administrative overhead negotiated outside of this contract that is sufficient to ensure that special functions and catering are not subsidized by the nonprofit school food service; in compliance with non-food program revenue requirements of 7 CFR 210.14(f). The FSMC will bill the SFA club, organization or program on separate invoice and will be responsible for collecting payment. Payment will not be deposited in the non-profit food service account and will not appear on any other billing to the SFA.
- o. USDA Foods shall not be used for additional foodservice/catering unless SFA's students will be the primary beneficiaries.
- p. Agree any additional food service/catering is for the SFA only and the FSMC cannot use the SFA's facilities to provide for functions not related to the SFA or outside organizations.
- q. Order food and supplies for catering functions on a separate invoice.

7. The SFA shall:

- a. Ensure the food service operation is in conformance with the SFA's agreement under the program (7 CFR 210.16 (a)(2));
- b. Retain control of the quality, extent, and general nature of the food service, and the prices to be charged the children for meals (7 CFR 210.16(a)(4));
- c. Retain signature authority for the application and contract, free and reduced-price policy statement, and Programs indicated in Standard Terms and Conditions, Section B, Paragraph 5, herein, and the monthly claim for reimbursement (7 CFR 210.9(a) and (b); 7 CFR 210.16(a)(5));
- d. Maintain a Non-Profit School Food Service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and the limitations on any competitive school food service as set forth in 7 CFR 210.11, 7 CFR 210.11, 7CFR 210.19 (a)(1);
- e. Develop and distribute the Letter to Households and Free and Reduced-Price School Meals Application and conduct Direct Certification, (7 CFR 245.5);
- f. Retain signature authority on the State agency-school food authority agreement, free and reduced-price policy statement, and claims (7 CFR 210.16(a)(5));
- g. Maintain responsibility for the implementation of free and reduced-price policy in accordance with 7 CFR 210.16(a)(5) and 7 CFR 245;
- h. Maintain responsibility for determining eligibility for free and reduced-price meals and free milk in accordance with 7 CFR 245, and conduct any hearings related to determinations and appeals;
- i. Conduct verification of applications for Free and Reduced-Price Meals as required by USDA regulations;

2. Special Dietary Needs:

- a. The FSMC is required to provide accommodations when substitutions in the food components are outside of the meal pattern requirements. A medical statement must be completed and signed by a state licensed healthcare professional and/or stated as part of the student's Individual Educational Plan (IEP) or 504 Plan. 7 CFR 210.10(m)(1); 7 CFR 220.8(m); USDA Policy Memorandum SP 32-2015 and USDA Policy Memorandum SP 59-2016.
 - b. The SFA and the FSMC will work together in accommodating food component substitutions within the meal pattern requirements for students with a medical or physical impairment that impacts their diet.
 - c. There will be no additional charge to students for food substitutions.
 - d. Forms are available at NDE Nutrition Services website: <https://www.education.ne.gov/ns/forms-resources/national-school-lunch-program/special-diets/>
3. The SFA must indicate below if the FSMC is to provide approved fluid milk substitutes for students who request a substitution.

- The FSMC **provides** approved fluid milk substitutes for students.
- a. Fluid milk substitutes shall provide nutrients as required by federal and state regulations (7 CFR 210.10(m) and 7 CFR 220.8(m));
 - b. There will be no additional charge to the student for such substitutions.
 - c. The fix meal price proposal will include the cost of milk substitutes. No additional charges to the SFA will be allowed.
- The FSMC **does not provide** approved fluid milk substitutes.

Must mark one

For students, who **require** a milk substitute as indicated on a signed medical statement, the SFA must accommodate

E. Purchases

1. The SFA must check one of the purchasing options stated below:

The SFA will do all purchasing for the Food Service Program.

Pre-marked

Except for Exhibit D: Chart 8, Designated Program Expenses/Duties, the SFA will do all purchasing for Food Service Program.

2. If the FSMC is procuring foods, supplies, equipment, or services which are being charged to the SFA under the awarded contract outside of the fixed price per meal, the selected FSMC is acting as an agent for the SFA and must adhere to:
 - a. All the same Federal procurement regulations under which the SFA must operate.
 - b. The selected FSMC may not serve as a vendor.
 - c. The SFA shall ensure:
 - i. The FSMC fully discloses and returns all the discounts, rebates, applicable credits, allowances, and incentives received by the FSMC based on the purchases made on behalf of the SFA.
3. Whether the SFA conducts its own procurement or whether the FSMC procures products on behalf of the SFA, the FSMC may not require any additional liability coverage, beyond that which the SFA would require under procurement not involving the FSMC.
4. Any purchase of food must, at a minimum, meet the specifications listed in Appendix E (7 CFR 210.16(c)(3)).
5. Prior to the start of initial operations, the selected FSMC and the previously self-operated SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. The selected FSMC will utilize such inventory at a value determined by fair market value of foods supported by invoice and the USDA food unit value when allocated by the SFA. The dollar value determined will be credited to the SFA in the FSMC's first billing cycle. If the SFA was under a contract with another FSMC the prior year, the newly contracted FSMC is not required to include USDA Foods in the beginning inventory but must still credit all other items as previously described.
6. The SFA and FSMC shall comply with the Buy American provision. The SFA and FSMC shall purchase, to the maximum extent practicable domestic commodities or products (7 CFR 210.21(d) and 220.16(d)).

The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision. The FSMC must submit a written exemption request to the SFA prior to offering the non- domestic product, which includes:

- A detailed justification as per the limited exemption to the Buy American provision is necessary which includes why a non-domestic product must be purchased and/or substituted for a domestic commodity SP 38-2017;

- Dates and/or frequency the non-domestic product will be offered and/or substituted as required by USDA Policy Memo SP 38-2017.

The signed and dated Exemption Request is submitted to SFA’s Authorized Representative or another SFA contact as indicated here: for review. The SFA must determine if the exemption is needed. If needed the SFA must sign and date the Exemption Request.

7. The FSMC shall provide Child Nutrition (CN) labeling, Product Specification information, Nutrition Facts labels, and any other documentation requested by the SFA to ensure compliance with USDA regulations.

F. USDA Foods

1. The FSMC shall:

- a. Ensure compliance with Federal requirements in 7 CFR 250 and the federal requirements in 7 CFR 210, 220, 225, 226, as applicable and the SFA’s Recipient Agency Agreement with the State Distributing Agency;
- b. Ensure compliance with the provisions of the distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value (7 CFR 250, 7 CFR 250.53 (a)(7));
- c. Be responsible for the following activities relating to donated foods, in accordance with 250.50(d), with assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250; 7 CFR 250.53(a)(4);

(Check all that apply)

- Preparing and serving meals
- Ordering or selecting in coordination with the SFA; direct delivery items (brown box), end products, items through US Department of Defense Fresh Fruit and Vegetable Order Receipt System (DoD FFAVORS), or requesting bulk diversions to processors in accordance with the distributing agency’s State Participation Agreements, and in accordance with utilizing the SFA’s Entitlement 250.58(a)
- Storage and inventory management of donated foods, in accordance with 7 CFR 250.52, 7 CFR 250.14, 7 CFR 250.53 (a)(9)
- Arranging warehouse and delivery services that are beyond the scope of the distributing agency’s services and costs are included in the fixed price
- Payment of fees charged by the distributing agency, (i.e., distribution) or processing fees, as applicable.

- d. Ensures it will not itself enter into the processing agreement with the processor required in subpart C (7 CFR part 250, 7 CFR 250.53(a)(8));
- e. Credit the SFA for the value of all donated foods received for use in the SFA’s meal service in the school year or fiscal year in accordance with 7 CFR 250.51(a) and (b). The method of crediting will be by invoice reductions, refunds and discounts as applicable.

These are pre-marked but can be unchecked. Contact Chad Mohr, Director of USDA Foods at 402-560-0480 if you need more information

2. The SFA shall:
 - a. Retain title to all donated foods and follow all required provisions of (7 CFR 210, 220, 225, 226 and 250) as applicable;
 - b. Ensure that all donated foods received for use by the SFA in the school year are used in the SFA's food service, or that commercially purchased foods are used in place of such donated foods only in accordance with requirements in (7 CFR 250.50(a), 250.51(d));
 - c. Conduct a reconciliation at least annually and upon termination of the contract, to ensure the FSMC has credited the value of all donated foods received for use in the SFA's food service in the school or fiscal year, including the value of donated foods contained in processed end products in accordance with (7 CFR 250.51(a));
 - d. Ensure that all USDA foods made available to the FSMC, including processed USDA foods, accrue only to the benefit of the SFA's NPFSA and are fully utilized therein (7 CFR 210.16(a) (6), 7 CFR 250.50(a)). All refunds and rebates received from processors regarding USDA foods must be retained by the SFA. The SFA must ensure that the FSMC has credited it for the value of all USDA foods received for use in the meal service in the school year, in accordance with 7 CFR 250.51(a) and (b);
 - e. Ensure that the FSMC is in compliance with the requirements of the inventory, storage, and record retention of USDA Foods through its monitoring of the food service operation, as required in (7 CFR 210, 225, 226);
 - f. Maintain oversight responsibility for storage and delivery services when such activities are conducted or contracted by the FSMC and any aspect of financial management relating to USDA Foods (7 CFR 250.15);
 - g. Assure the maximum amount of USDA Foods usable in the food service are received and utilized by the FSMC (7 CFR 210.9(b)(15)); and
 - h. Consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
3. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods (7 CFR 250.53 (a) (12)).
4. Upon termination of this Contract or subsequent renewals, the FSMC must return or provide payment for all unused donated ground beef, donated ground pork, processed end products; and other unused USDA Foods to the SFA in accordance with USDA Food Distribution Policy Memorandum FD 110.

G. Employees

Important: Who will be employed by FSMC? Their employment status will be for the duration of the contract and impacts the proposed fixed meal pricing.

The SFA must designate if the current SFA employees will be retained by the SFA or be subject to employment by the FSMC. The section below must agree with the information reported on "Exhibit D, Chart 1A: Labor Work Sheet-SFA." Employees will be retained by:

- SFA
- FSMC
- Both SFA and FSMC

This example indicates some employees will be paid by the district and some are employed by the FSMC. More detail about employees is in Exhibit D.

2. The FSMC shall provide and pay a staff of qualified management and operational employees assigned to duty on the SFA's premises for efficient operation of the Programs. The SFA reserves the right to interview and approve the on-site Food Service Director. The SFA is responsible for ensuring minimum professional hiring standards are met for the School Food Service Director.

3. The SFA will allow FSMCs to submit proposals which include (mark all that apply):

- Full-time, On-site Food Service Director (not shared with SFAs)
 On-site Food Service Director shared between SFAs

For this option, the FSMC must indicate in their proposal the minimum number of hours the Food Service Director is guaranteed to be on-site weekly and specify other SFAs that FSD will be shared with.

4. Any SFA employee with food service responsibilities not identified in "Exhibit D" shall be an employee of the SFA and paid by the SFA. Billing back of SFA employee wages/benefits is not allowed.
- Such employees shall be indirectly supervised on the SFA's behalf by the FSMC management employees provided, however,
 - The SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.

5. **The FSMC shall:**

- Provide the SFA the education/work experience and Food Protection Manager Certification demonstrating the Food Service Director meets the USDA hiring standards prior to employment (Attachment 3);
- Provide the SFA with a schedule of employee positions, including the Food Service Director, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two calendar weeks prior to the commencement of operation.
- Provide the SFA a monthly log of the hours worked by the on-site Food Service Director if this position is to be shared between districts. This time log must be submitted monthly with each invoice submitted for payment.
- Comply with all wage and hours of employment requirements of federal and state laws;
- Be responsible for supervising and training personnel, including the SFA and the FSMC employed staff, this includes SFA staff assigned to meal counting responsibilities.
- Be responsible for the hiring and termination of non-management staff who are employees of the FSMC;
- Conduct and document civil rights training for all food service employees on an annual basis or upon hire and then annually. Provide SFA employees assigned to point of service meal counting the opportunity to participate in civil rights training annually or upon hire and then annually;
- Provide documentation to the SFA demonstrating annual training hours and topics completed by all employees involved in the food service;
- Provide Workers' Compensation coverage for its employees, as required by law;
- Instruct its employees to abide by the policies, rules, and regulations with respect to use of the SFA's premises as established by the SFA and furnished in writing to the FSMC;
- Maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA;
- Assign to duty on the SFA's premises only employees acceptable to the SFA;
- Require all of its employees assigned to duty on the SFA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to the SFA upon request;

If willing to accept shared FSD, mark both boxes. FSMC must submit 2 different pricing proposals.

J. Financial Terms

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, a la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Account on a daily basis.
2. Any profit or guaranteed return shall remain in the SFA’s Non-profit School Food Service Account.
3. The FSMC will be responsible for providing the SFA with calculations of non-program food costs and program revenues in compliance with 7 CFR 210.14 (f). This information is due by June 30 unless otherwise mutually agreed upon as stated here: _____. FSMC will provide SFA information necessary for SFA’s Administrative Review. The information must include food costs for reimbursable meals, food cost for non-program foods, and total revenue. Non-program foods include: a la carte; catering, vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described.
4. All facilities and services to be provided by the SFA shall be provided at the SFA’s expense.
5. “Meal Equivalency Factor” (MEF) means the sum of the current year’s Federal Free Rate of Reimbursement, State Match Reimbursement Rate and the National per meal value of USDA Entitlement Foods used to calculate the minimum value of donated foods that the distributing agency must offer to a school food authority participating in NSLP each school year (7 CFR 250.2, 7 CFR 250.53 (a)(3)). The fixed per meal equivalent factor will be determined by:

Each month the total dollar value of ala carte sales plus adult meals is divided by the MEF. This number is the number of meals the FSMC will be for.

Computation of Current Year Meal Equivalency Factor (MEF)	
1. Current Year Federal Free Rate of Reimbursement for Lunch plus current performance-based incentive:	\$4.33
2. Current Year State Match Reimbursement Rate for Lunch:	\$0.02
3. Current Year Value of USDA Entitlement Foods:	\$0.365
Total Meal Equivalency Factor (Sum of 1+2+3)	\$4.715

The MEF is recomputed for each additional renewal year (up to four renewals) and is provided by NDE in the annual renewal amendment.

Important: Ensure you receive this completed page in all FSMC Proposals
(incomplete pricing by a FSMC can be considered non-responsive)

6. Payment Terms/Method – Fixed Price per Meal Fee Bid:
- a. The FSMC must bid and will be paid a fixed fee per meal. The offer amount should be based on assumption that no donated USDA Foods will be available for use and includes all expected rebates, discounts, and other applicable credits. The method by which the FSMC will use and account for USDA Foods shall be in accordance with Section F of the Standard Terms and Conditions herein above.

THIS CHART IS REQUIRED TO BE COMPLETED BY THE FSMC:		
Meal Type	Fee Per Meal	
NSLP Fixed Price Per Meal Fee	Breakfast:	\$
	Lunch:	\$
	Afterschool Snack:	\$
Preschool CACFP Meal Pattern	Breakfast:	\$
	Lunch:	\$
	AM/PM Snack (non-reimbursable)	\$
SFSP Fixed Price Per Meal Fee	Breakfast:	\$
	Lunch:	\$
	Snack:	\$
	Supper:	\$
Seamless Summer Option Meal Fee	Breakfast:	\$
	Lunch:	\$
	Snack:	\$
	Supper:	\$
CACFP Fixed Price Per Meal Fee	Breakfast:	\$
	Lunch:	\$
	Supper:	\$
	Snack:	\$
Special Milk Program	Price per Carton:	\$
Non-Reimbursable Milk Break	Price per Carton:	\$
Meal Equivalent Fee for Non-Reimbursable Sales: ala carte, ineligible student meals, extra milk at mealtime, paid adult meals.		\$
Meal Equivalent Factor		\$4.715
*SFA's Vended Meals:	Breakfast:	\$
	Lunch:	\$
	Supper:	\$
	Snack:	\$
*SFA's Vended Meals:	Breakfast:	\$
	Lunch:	\$
	Supper:	\$
	Snack:	\$
Guarantee (SY 2024-2025)		\$
Contract Value (SY 2024-2025)		\$

*FSMC must indicate fixed meal pricing for each vended meal program if pricing differs between programs.

O. Summer Food Service Program

1. The SFA shall be responsible for determining eligibility of all SFSP sites.
2. The SFA, as sponsor, shall be responsible for all management responsibilities of the SFSP, as described in "Appendix B" and required by 7 CFR 225.15(a)(3).

P. Equipment (To be completed by the SFA)

1. The SFA and FSMC will not be able to incorporate into their agreement by any method, including an additional exhibit or guarantee terms that the FSMC will provide non-expendable equipment without the SFA stating such options in the RFP prior to issuance.

2. Financing of Equipment (check one):

The SFA will purchase all non-expendable equipment.

OR

The SFA may request the FSMC finance non-expendable equipment for improvement of the SFA's food service program exceeding the federal capitalization threshold of \$5,000 or a lesser amount as specified by:

The SFA's capitalization threshold of: _____

- a. A proposal from a FSMC that includes equipment purchased by the FSMC or the rental of FSMC equipment that has not been specified in the RFP will disqualify the FSMC in this procurement process.
- b. The SFA will conduct procurement in accordance to applicable state and federal rules and regulations for any purchase that is financed by the FSMC.
- c. The FSMC cannot be the vendor for any procurement that it finances for the SFA.
- d. Ownership of the equipment shall at all times remain with the SFA.
- e. If the Contract expires or is terminated prior to the complete repayment of the equipment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, the **SFA must check below what will happen to the equipment if FSMC is financing non-expendable equipment:**

If second box is marked above must complete this section

Reimburse the FSMC the unpaid portion of the equipment.

Relinquish equipment to the FSMC.

Lease purchase the equipment from the FSMC and continue to pay the FSMC a monthly payment in the amount specified when the equipment was purchased until the balance is repaid. In this event, the SFA's obligation under the Lease Purchase Agreement with the FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

Important: Refer to definition of non-expendable equipment contained in the RFP

Q. Certifications

1. The SFA and FSMC will take all necessary affirmative steps outlined in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
2. The FSMC shall execute and comply with the following Certifications which are attached to this Contract as Exhibits and fully incorporated herein:
 - a. Anti-collusion Affidavit (Appendix H);
 - b. Certification Regarding Lobbying (Appendix I);
 - c. Standard Form-LLL, Disclosure Form to Report Lobbying, (Appendix I);
 - d. Independent Price Determination (Appendix J);
 - e. Debarment and Suspension Form (Appendix K).

R. Miscellaneous

1. **Governing Law:** This Contract is governed by and shall be construed in accordance with Nebraska law.
2. **Headings:** All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

3. Incorporation/Amendments:

- a. This Contract, which incorporates the attached Exhibits A – D, Appendixes, Addendum, FSMC proposal and the SFA's RFP and Contract (collectively the "Contract Documents"), contain the entire agreement between the parties with relation to the transaction contemplated herein, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those expressly set forth in this executed Contract.
- b. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:
 - i. The SFA's RFP/Contract;
 - ii. The FSMC's proposal documents and any addendum which provides clarification of the FSMC's proposal which have been reviewed by the SFA, approved by NDE, and then signed by both the SFA and FSMC.

What is included in the contract

4. Indemnity:

- a. Except as otherwise provided in this Contract, the FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss, and expense, including reasonable collection expenses, attorneys' fees, and court costs which may rise because of the actions 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 the SFA, its employees or agents.
- b. SFA can require the FSMC to pay the SFA for any overclaims assessed by the SA due to FSMC negligence or noncompliance with regulations.
- c. This clause shall survive termination of this Contract.

IV. AGREEMENT

Offeror certifies the FSMC shall operate in accordance with all applicable state and federal regulations.

Offeror certifies all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

SCHOOL FOOD AUTHORITY:

FOOD SERVICE MANAGEMENT COMPANY:

Name of SFA

Name of FSMC

Signature of Authorized Representative

Signature of Authorized Representative

Typed Name of Authorized Representative

Name of Authorized Representative

Title

Title

Date Signed

Date Signed

Do not sign this until the contract has been approved by NDE Nutrition Services.

Appendix A: Additional SFA Requirements

SFA is Requesting Additional Services as Marked:



Services SFA is Requesting:

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

Fruit and Vegetable Bar, specify grades:

Entrée Choices-minimums.

High School: Middle School:

Intermediate School: Elementary School:

Customer Satisfaction Surveys

Frequency/Year:

Nutritional Information of Food Items on School Website

Relationship with local vendors, farmer, or producers; SFA to explain:

- FSMC must propose method to credit SFA the cost for locally donated items.
- FSMC must propose percentage of total food budget that will be spent on local foods.
- FSMC must provide annual equipment and smallware inventory list at the beginning of each school year.
- FSMC assist with completion of annual Paid Lunch Equity Tool (PLE)
- SFA request FSMC provide transportation vehicle(s) and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the FSMC.
- FSMC must provide SFA with education and work experience of Food Service Director and on-site Food Service Manager prior to hiring to ensure USDA Professional Hiring Standard have been met.
- FSMC will provide a detailed listing of continuing education and training for on-site staff to SFA on an annual basis.
- SFA requests quarterly reporting of USDA Food Entitlement usage including explanation of how entitlement will be completely utilized.
- Requesting fixed meal pricing for Food Service Director if full-time on-site and additional fixed meal pricing if FSD is shared between SFA's.
- Nutrition Education provided outside of meal service; SFA to explain.

APPENDIX B – SUMMER FOOD SERVICE PROGRAM (SFSP)

The SFA is responsible for full compliance with rules and regulations relating to implementation of the SFSP. 7CFR 225.15(3). A bid bond and performance bond are required as outlined in 7 CFR Part 225.15(m)(5-7). Sponsors may not contract out the following management responsibilities of the Program. 7 CFR 225.6(h)(2)(ii)

If the SFSP value of the Contract is over \$250,000 then both a Bid Bond and Performance Bond is required

The following are the responsibilities of the SFA, the Sponsor, and may not be delegated to an FSMC employee.

The SFA is responsible to:

1. Meal orders:
 - a. Inform the FSMC of approved level at each site for which the FSMC will provide meals.
 - b. Plan meals based on participation trends with the objective of providing only one meal per child at each meal service.
2. Records and claims:
 - a. Maintain accurate records which justify all costs and meals claimed
 - b. Submit claims for reimbursement in accordance with 7 CFR 225.15
3. Training and monitoring:
 - a. Hold Program training sessions for its administrative and site personnel
 - b. Not allow a site to operate until personnel attend at least one of the trainings
 - c. Visit each of their sites at least once during the first week of SFSP operation
 - d. Review food service operations at each site at least once during the first four weeks of Program operations
 - e. Maintain a reasonable level of site monitoring
 - f. Document required SFSP site visits of all sites
4. Determination/Processing of Free and Reduced-Price applications:
 - a. Coordination of printing of materials
 - b. Approving Official, Hearing Official, or contact person for questions
 - c. Development of materials for distribution from prototypes provided by NDE, including Letter to Parents, Application, Public Release, etc.
 - d. Distribution of materials to parents/guardians
 - e. Collection of submitted applications
 - f. Processing of applications, including approval/denial and follow-up to obtain complete information
 - g. Inputting data into computer if applications approved manually
 - h. Inputting data into computer if computer system automatically determines eligibility
 - i. Final approval and signature of approving official
 - j. Notification of approval and status to parent/guardian

Attachment 1: Award Criteria Scoring Sheet for FSMC Proposals

Submit scoring sheets for each committee member and the total combined scoring sheet to your NDE specialist

Committee Member Name: _____

Date: _____

Job/Position Title: _____

Instructions:

1. Fill in the total possible points for each award criteria from the RFP.
2. Each committee member scores the proposals separately and independently.
3. Completed Award Criteria Scoring Sheets from each committee member must be submitted to NDE prior to contract award.

Total Possible Points	Award Criteria	FSMC Name	FSMC Name	FSMC Name	FSMC Name	FSMC Name
	Cost					
	Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates the FSMC’s ability to provide services as stated in the RFP/Contract)					
	Experience/References					
	Finance/Business Practices					
	Accounting and Reporting Systems					
	Personnel Management					
	Innovation					
	Promotion of the School Food Service Program					
	Involvement of Students, Staff, and Patrons					
	Menus (21-days) for each of the current and anticipated programs					
100	Total Possible Points	Total Awarded Points				

Comments:

Submit scoring sheets from all committee members, as well as, a combined scoring sheet. Ensure there is clear justification in scoring to support the decision to contract with the selected FSMC. In the event only one proposal is received, complete scoring sheet with this "only one proposal received". It would not be necessary to provide scoring of the one proposal.

Email notification to all FSMCs on this list the same day as the notification appears in the Omaha World-Herald - start of the minimum 60-day solicitation period

Food Service Mgt. Company Information	Agreement Number	Type	NE Contracted SFA's	1 st Year of Contract
<p>Lunchtime Solutions, Inc. PO Box 2022 391 W Steamboat Drive North Sioux City, SD 57049</p> <p>Deni Winter - VP of Business Development?Marketing & Purchasing 712-251-0427 d.winter@lunchtimesolutions.com</p> <p>Susan Gracey - Director of Business Development and Contract Manager 402-984-4546 s.gracey@lunchtimesolutions.com</p>	090010	Fixed	Ainsworth Public School	2023-24
	210015	Fixed	Anselmo-Merna Public School	2023-24
	210025	Fixed	Broken Bow Public School	2022-23
	450007	Fixed	O'Neil Public Schools	2021-22
	450239	Fixed	West Holt Public Schools	2021-22
	510001	Fixed	Ogallala Public Schools	2023-24
	160006	Fixed	Valentine Community Schools	2023-24
	540096	Fixed	Crofton Public School	2019-20
	010018	Fixed	Hastings Public Schools	2022-23
	690044	Fixed	Holdrege Public Schools	2023-24
	660111	Fixed	Nebraska City Schools	2019-20
	930012	Fixed	York Public Schools	2019-20
	230002	Fixed	Chadron Public Schools	2023-24
	220031	Fixed	Homer Public Schools	2020-21
	560037	Fixed	Hershey Public Schools	2020-21
	590002	Fixed	Norfolk Public Schools	2021-22
	710001	Fixed	Columbus Public Schools	2022-23
	150010	Fixed	Chase County Schools	2022-23
	220011	Fixed	South Sioux City Public Schools	2019-20
	590001	Fixed	Madison Public Schools	2023-24
070006	Fixed	Alliance Public Schools	2023-24	
660027	Fixed	Syracuse-Dunbar-Avoca School	2023-24	
240020	Fixed	Gothenburg Public School	2023-24	
<p>Sodexo, Inc. 13906 F Street Omaha. NE 68137</p> <p>Bob Snowden - District Manager 402-510-7501 Robert.snowden@sodexo.com</p> <p>Shannon Sintek - Area General Manager 402-378-1199 Shannon.Sintek@Sodexo.com</p>	560001	Fixed	North Platte Public Schools	2019-20
	280017	Fixed	Millard Public Schools	2023-24
	280054	Fixed	Ralston Public Schools	2020-21
	280010	Fixed	Elkhorn Public Schools	2020-21
	800009	Fixed	Seward Public Schools	2022-23
	790032	Fixed	Scottsbluff Public Schools	2023-24
<p>Taher, Inc. 5570 Smetana Drive Minnetonka, MN 55343</p> <p>Dan Wolff - Regional Director of Business 952-358-1723 d.wolff@taher.com</p> <p>Jeri Crater - Vice President of Operations 952-945-0505 (office) 303-502-7587 (cell) j.crater@taher.com</p>	670001	Fixed	Pawnee City Public Schools	2022-23
	890001	Fixed	Blair Community Schools	2023-24
	550160	Fixed	Norris Public Schools	2019-20
	790016	Fixed	Gering Public Schools	2020-21
	130032	Fixed	Louisville Public School	2023-24

The Nebraska Department of Education Nutrition Services is not permitted to endorse any vendors or commercial products. The following list is for information purposes only.

<p>Opaa! Food Management of Nebraska, LLC 16401 Swingley Ridge Road, Suite 600 Chesterfield, MO 63017</p> <p>Greg Frost - Vice President of Business Development gfrost@opaafood.com</p> <p>James Haley - Business Development Associate 308-380-7485 (cell) jhaley@opaafood.com</p>	400083 470100 730017 240011 100002 770046 790031	Fixed Fixed Fixed Fixed Fixed Fixed Fixed	Wood River Public Schools Centura Public School McCook Public Schools Cozad Community Schools Gibbon Public Schools South Sarpy School District Mitchell Public Schools	2022-23 2022-23 2022-23 2022-23 2022-23 2023-24 2022-23
<p>Summit Food Service – Corrections 500 East 52nd Street North Sioux Falls, South Dakota 57104</p> <p>Jeff Green - Business Development Director 605-359-6667 (cell) 605-335-0825 (office) jeff.green@summitfoodservice.com</p>	594001	Fixed	Northeast NE Juvenile Justice	2023-24
<p>Aramark Educational Services, LLC 2400 Market Street Philadelphia, PA 19103</p> <p>General Contact email to include growth@aramark.com Jeanna Ratnayake - Regional Vice President 972-522-8796 Ratnayake-Jeanna@aramark.com</p>				
<p>K-12 by Elior 300 South Tryon, Suite 400 Charlotte, NC 28202</p> <p>Michael Raub - Business Development Director 570-855-6593 Michael.raub@k12byelior.com Jim Stilwell - Vice President of Operations 402-505-0705 Jim.stilwell@k12byelior.com</p>				
<p>SFE- Southwest Foodservice Excellence, LLC 9366 East Raintree Drive Scottsdale, AZ 85260 Steve West - Regional Director of Business Development 651-373-7466 steve.west@sfellc.org Tiffany Bieret - Director of Business Development Operations Mobile: (480) 234-4688 tiffany.bieret@sfellc.org</p>				