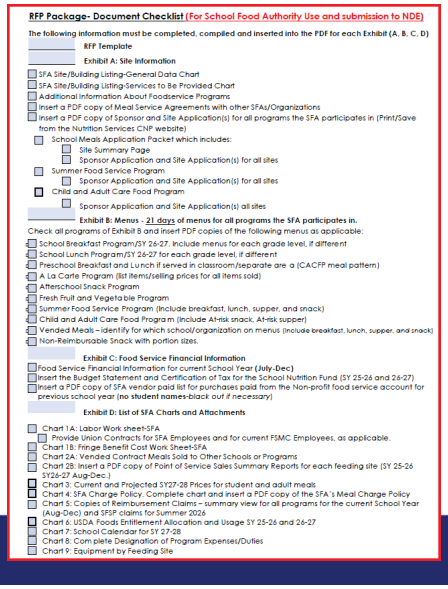
Completing the RFP Document Checklist and Fixed-Price Per Meal Request for Proposal

Nebraska Department of Education - Nutrition Services

RFP Document Checklist



RFP Package- Document Checklist (For School Food Authority Use and submission to NDE)

The following information must be completed, compiled and inserted into the PDF for each Exhibit (A, B, C, D)

_____ **RFP Template**

_____ **Exhibit A: Site Information**

- ☐ SFA Site/Building Listing-General Data Chart
- ☐ SFA Site/Building Listing-Services to Be Provided Chart
- ☐ Additional Information About Foodservice Programs
- ☐ Insert a PDF copy of Meal Service Agreements with other SFAs/Organizations
- ☐ Insert a PDF copy of Sponsor and Site Application(s) for all programs the SFA participates in (Print/Save from the Nutrition Services CNP website)
  - ☐ School Meals Application Packet which includes:
    - ☐ Site Summary Page
    - ☐ Sponsor Application and Site Application(s) for all sites
  - ☐ Summer Food Service Program
    - ☐ Sponsor Application and Site Application(s) for all sites
  - ☐ Child and Adult Care Food Program
    - ☐ Sponsor Application and Site Application(s) all sites

_____ **Exhibit B: Menus - 21 days of menus for all programs the SFA participates in.**

Check all programs of Exhibit B and insert PDF copies of the following menus as applicable:

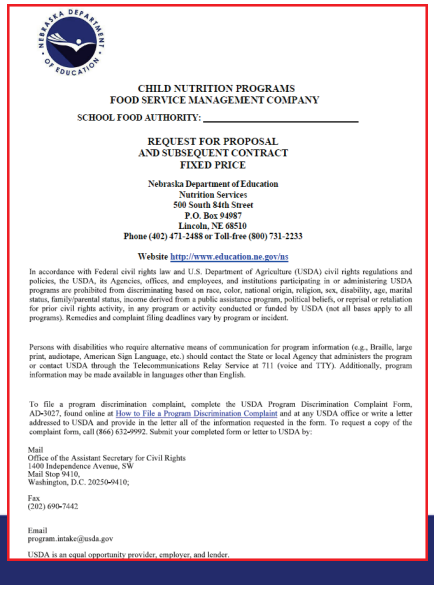
- ☐ School Breakfast Program/SY 26-27. Include menus for each grade level, if different
- ☐ School Lunch Program/SY 26-27 for each grade level, if different
- ☐ Preschool Breakfast and Lunch if served in classroom/separate are a (CACFP meal pattern)
- ☐ A La Carte Program (list items/selling prices for all items sold)
- ☐ Afterschool Snack Program
- ☐ Fresh Fruit and Vegeta ble Program
- ☐ Summer Food Service Program (Include breakfast, lunch, supper, and snack)
- ☐ Child and Adult Care Food Program (Include At-risk snack, At-risk supper)
- ☐ Vended Meals – Identify for which school/organization on menus (Include breakfast, lunch, supper, and snack)
- ☐ Non-Reimbursable Snack with portion sizes.

_____ **Exhibit C: Food Service Financial Information**

- ☐ Food Service Financial Information for current School Year **(July-Dec)**
- ☐ Insert the Budget Statement and Certification of Tax for the School Nutrition Fund (SY 25-26 and 26-27)
- ☐ Insert a PDF copy of SFA vendor paid list for purchases paid from the Non-profit food service account for previous school year **(no student names-black out if necessary)**

_____ **Exhibit D: List of SFA Charts and Attachments**

- ☐ Chart 1A: Labor Work sheet-SFA
  - ☐ Provide Union Contracts for SFA Employees and for current FSMC Employees, as applicable.
- ☐ Chart 1B: Fringe Benefit Cost Work Sheet-SFA
- ☐ Chart 2A: Vended Contract Meals Sold to Other Schools or Programs
- ☐ Chart 2B: Insert a PDF copy of Point of Service Sales Summary Reports for each feeding site (SY 25-26 SY26-27 Aug-Dec.)
- ☐ Chart 3: Current and Projected SY27-28 Prices for student and adult meals
- ☐ Chart 4: SFA Charge Policy. Complete chart and insert a PDF copy of the SFA's Meal Charge Policy
- ☐ Chart 5: Copies of Reimbursement Claims – summary view for all programs for the current School Year (Aug-Dec) and SFSP claims for Summer 2026
- ☐ Chart 6: USDA Foods Entitlement Allocation and Usage SY 25-26 and 26-27
- ☐ Chart 7: School Calendar for SY 27-28
- ☐ Chart 8: Complete Designation of Program Expenses/Duties
- ☐ Chart 9: Equipment by Feeding Site



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, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Mail Stop 9410,
Washington, D.C. 20250-9410;

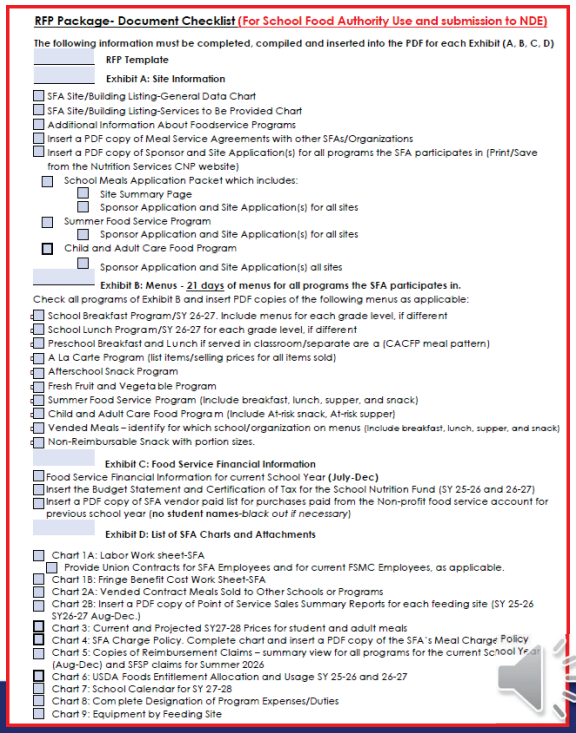
Fax
(202) 690-7442

Email
program.intake@usda.gov

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RFP Document Checklist

- Used to track all the documentation needed to complete your RFP Package
- Submit to the NDE with your RFP Package for approval



RFP Package- Document Checklist (For School Food Authority Use and submission to NDE)

The following information must be completed, compiled and inserted into the PDF for each Exhibit (A, B, C, D)

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Check all programs of Exhibit B and insert PDF copies of the following menus as applicable:

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- ☐ A La Carte Program (list items/selling prices for all items sold)
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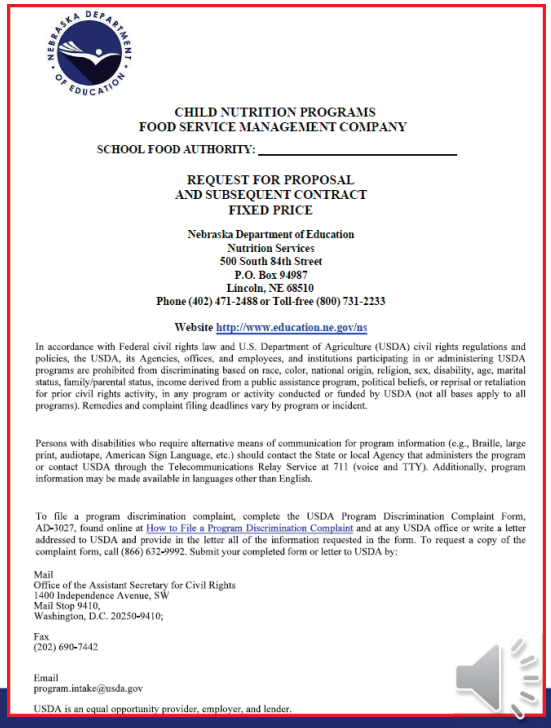
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- ☐ Chart 9: Equipment by Feeding Site

RFP Template

- It is important to read this document and provide clarity into your school nutrition program
- The RFP Template will become the contract
- School Food Authority – School Name



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

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Mail
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Mail Stop 9410,
Washington, D.C. 20250-9410;

Fax
(202) 690-7442

Email
program.intake@usda.gov

USDA is an equal opportunity provider, employer, and lender.

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. The 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

- 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.
- Legal notice date in the Omaha World Herald date must be a Tuesday, Thursday or Saturday. Legal notice must be submitted at least two days before date to be published.



- **The SFA must submit the following items for review and approval 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 addendums resulting in clarification of the FSMC's proposal.
  g. All FSMC certifications and attachments
- **After NDE has granted approval of the contract, it must be signed by the SFA and FSMC. The completed signature page (IV. Agreement), signed Addendum, and Appendix J: Independent Price Determination Certificate must be sent to NDE**

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

- Legal notice date in the Omaha World Herald must be a Tuesday, Thursday or Saturday. Legal notice must be submitted at least two days before date to be published.

NDE 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	1		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	1		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 is July 1 - June 30			

Consistent Contact Person

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.

Procurement Method

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.
5. After proposals are opened, the School Food Authority reserves the right to request written clarifications from one or more offerors for the purpose of resolving minor or clerical issues, obtaining a better understanding of the proposal, or verifying information submitted. Clarifications shall not be used to permit material changes to a proposal, alter pricing, or allow an offeror to cure deficiencies that would affect the evaluation or award decision. Any clarification process will be documented and conducted in a manner that maintains fair and open competition.
6. The SFA reserves the right to contact references and conduct school visits to assist in proposal evaluation.

RFP/Contract Timeline

- Submit without finalized dates
- Specific dates are not included for some tasks and will be determined by the SFA during the process

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 *(Start of minimum 60 calendar day solicitation period)*		N/A
Mandatory Pre-proposal Conference *(Approximately two weeks after the notification)*		☐Central Time ☐Mountain Time
Deadline for receiving proposals *(At least 60 calendar days after date of notification). Not open to the public.*		☐Central Time ☐Mountain Time
Committee Scores Proposals *(Within 5-7 business days of receiving proposals)*	To be determined	N/A
Submit selected FSMC Proposal and items (a-g) as indicated on page 4 of RFP to NDE for Approval *(This can be completed prior to board approval)*	To be determined	N/A
Approval of RFP/Contract/Proposal by Board of Education *(This can be prior to NDE final approval of contract)*	To be determined	N/A
Notification of RFP/Contract Award to FSMC *(Notify FSMCs submitting a proposal within 60 calendar days)*	To be determined	N/A
Submit RFP/Contract Signature Page (IV. Agreement Page), Signed Addendum, and Appendix J-Independent Price Determination to NDE *(NDE must approve the contract prior to signing/ implementation)*	To be determined	N/A

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

Pre-Proposal Meeting requires Mandatory Attendance

- Conducted on a school day with the FSMCs having the opportunity to view feeding sites serving all grade groups (PreK,K-5, 6-8, 9-12) and alternative feeding locations.
- All FSMC questions must be submitted in writing.
- All questions will be answered in writing and sent to all FSMC that attend the pre-proposal meeting.

Date:_____

Time/Time Zone: _____

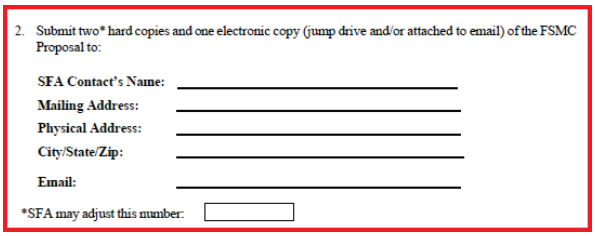
Physical Location Address: _____

3. Timeline for Documented Contact:

Task	Date	Time/Time Zone (check one)	
Last date for the FSMC to submit written questions regarding the RFP *(approximately 30 calendar days prior to proposal submission).*		**Time:**	☐ **Central Time** ☐ **Mountain Time**
SFA will respond to all questions in writing *(approximately 20 calendar days prior to proposal submission).*		**Time:**	☐ **Central Time** ☐ **Mountain Time**

Proposal Submission and Award

- 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.
- Proposals will not be accepted after the time and date as indicated on the RFP/Contract Timeline.
- There will not be a public opening, so FSMC attendance is not allowed.
- There can be no modifications to the RFP/Contract language
- SFA reserves the right to accept any proposal which it deems most favorable to the interest of the SFA.



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: ☐

FSMC Proposal Requirements

- Contact Information
- Executive Summary
- Detailed Service Capacity Plan
- Experience and 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
- Appendixes G, H, I, and J

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 the following: 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 an 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

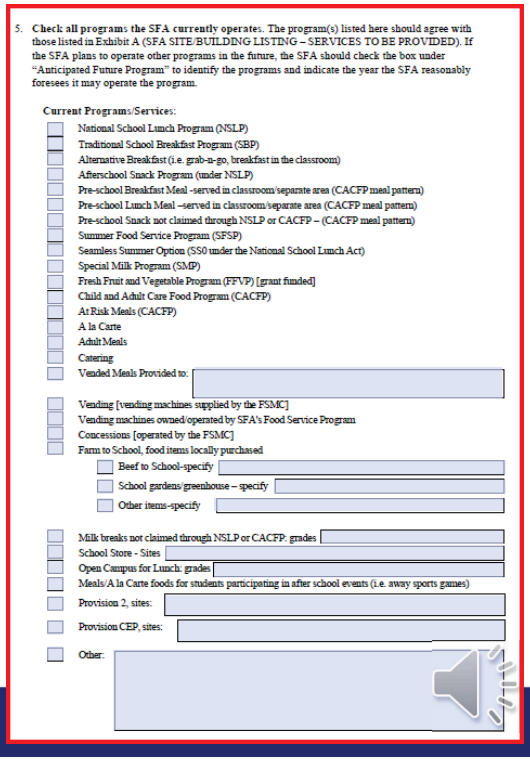
Weight of Award

- The SFA must determine in advance the point value assigned to each award criteria equaling 100 points
- Cost must receive the highest number of assigned points
- The SFA may not include prior experience with the SFA as a category, as it would restrict competition

Point Value	Award Criteria
	Cost (must be highest number of points)
	Guarantee
	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)

Programs the SFA currently operates

- This list provides the program(s) you are currently operating
- The program(s) listed here should agree with those listed in Exhibit A
- Provide as much detail as possible



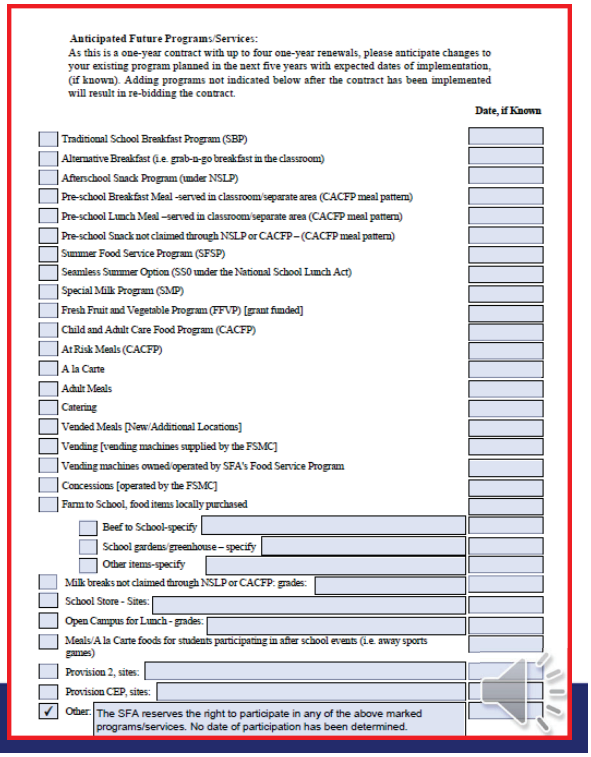
5. **Check all programs the SFA currently operates.** The program(s) listed here should agree with those listed in Exhibit A (SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED). If the SFA plans to operate other programs in the future, the SFA should check the box under "Anticipated Future Program" 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:
- ☐ 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

- Please anticipate changes to your existing program planned in the next five years with expected dates of implementation, (if known)
- Provide as much detail as possible

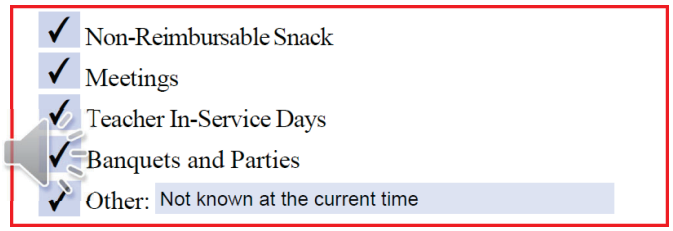


Anticipated Future Programs/Services:
As this is a one-year contract with up to four one-year renewals, please anticipate changes to your existing program planned in the next five years with expected dates of implementation, (if known). Adding programs not indicated below after the contract has been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

	Date, if Known
☐ 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)	
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☐ 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 [New/Additional Locations]	
☐ 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	
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☐ 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: The SFA reserves the right to participate in any of the above marked programs/services. No date of participation has been determined.	

Additional Catering

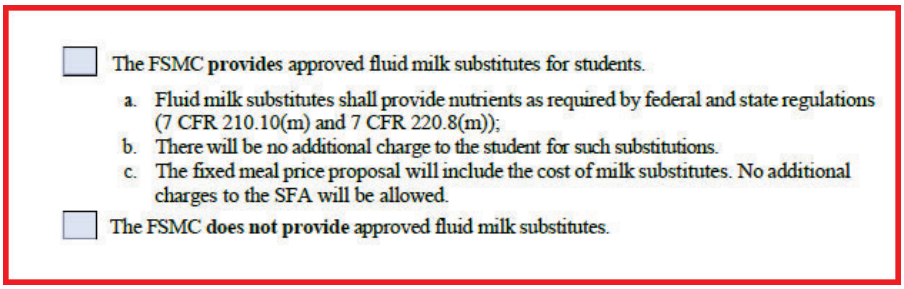
- Provide additional food service/catering as requested by the SFA as follows
- Provide as much detail as possible
- Bill the SFA club, organization, or program requesting additional food service/catering for the actual cost of food, supplies, labor, plus a mutually agreed-upon cost for administrative 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

Milk Substitutes

The SFA must indicate below if the FSMC is to provide approved fluid milk substitutes for students who request a substitution.



Purchases

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



- This indicates who is responsible for making the purchases for the Food Service Program.
- In a Fixed Price Per Meal Contract, the FSMC is responsible for purchases.

Employees

- The SFA must choose whether school food service staff including SFA employees with food service responsibilities (ex: cashiering) will be retained by the SFA, employed by the FSMC, or a combination of both.
- The section below must agree with the information reported on "Exhibit D, Chart 1A and 1B: Labor Work Sheets-SFA." There will be no transition of staff during the duration of the contract.



Food Service Director

- The SFA will allow FSMCs to submit proposals which include (Check all that apply):

☐ **Full-time, On-Site Food Service Director (Not Shared)**
☐ **Shared Food Service Director**

- For Shared Director, the FSMC must indicate in the proposal the minimum number of hours per week the Food Service Director is guaranteed to be on-site at the SFA; the anticipated schedule of on-site availability; and the names of any other SFAs with which the Food Service Director will be shared.
- If the SFA selects both options above, the FSMC shall provide a fixed meal priced based on a full-time, on-site Food Service Director and a separate fixed meal price based on a shared Food Service Director.

Current Year Meal Equivalency Factor (MEF)

- Determined fixed fee per meal rate.
- For the FSMC to be paid for non-meal food service, non-program meal sales activity; revenues are converted into a specific number of reimbursable lunches. The conversion of non-meal/non program meal activity into an equitable number of meals is completed by dividing the total of cash receipt, other than from sales of NSLP and School Breakfast Program meals, Afterschool Snack Program, Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP) meals, by the current meal equivalency factor.
- It is recomputed for each additional renewal year (up to four renewals) and is provided by NDE in the annual renewal amendment.

Computation of Current Year Meal Equivalency Factor (MEF)

1. Current Year Federal Free Rate of Reimbursement for Lunch plus current performance-based incentive:	$4.85
2. Current Year State Match Reimbursement Rate for Lunch:	$0.02
3. Current Year Value of USDA Entitlement Foods:	$0.46
Total Meal Equivalency Factor (Sum of 1+2+3)	**$5.33**

FSMC Pricing Chart

- Only pricing chart allowed in proposals
- Completed by the FSMC
- There should be no prices left blank
- Incomplete pricing by a FSMC can be considered on-responsive

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:	$
	Snack:	$
	Supper:	$
Special Milk Program	Price per Carton:	$
Non-Reimbursable/Vended Milk:	Price per Carton:	$
Meal Equivalent Fee for Non-Reimbursable Sales: a la carte, ineligible student meals, extra milk at mealtime, paid adult meals.		$
Meal Equivalent Factor		**$5.33**
***SFA's Vended Student and Adult Meals:**	Breakfast:	$
	Lunch:	$
	Snack:	$
	Supper:	$
***SFA's Vended Student and Adult Meals:**	Breakfast:	$
	Lunch:	$
	Snack:	$
	Supper:	$
Guarantee (SY 2027-2028)		$
Contract Value (SY 2027-2028)		$

Guarantee

The SFA is requesting the following financial outcome in the Non-Profit Food Service Account, as indicated by the marked box:

☐ **Guaranteed Gain** of no less than $ _____

☐ **No Loss/Breakeven Guarantee** – Revenue and Expenses balance at $0.00 which may include an annual transfer from the SFA's General Fund to the Non-Profit Foodservice account of a maximum dollar amount of: $ _____

The balance in the Non-Profit School Food Service Account as of July 1st of the initial year of the contract excluding all unpaid costs incurred in the previous school year will be used as the starting amount for determination if the annual guarantee is met in the initial year of the FSMC Contract. The balance as of July 1st, excluding all unpaid costs incurred in each proceeding school year, will be used for each subsequent yearly renewal.

The balance in the Non-Profit School Food Service Account as of July 1st of the initial year of the contract excluding all unpaid costs incurred in the previous school year will be used as the starting amount for determination if the annual guarantee is met in the initial year of the FSMC Contract. The balance as of July 1st, excluding all unpaid costs incurred in each proceeding school year, will be used for each subsequent yearly renewal.

FSMC Guarantee

The FSMC will complete the following as part of their proposal.

To Be Completed by FSMC

If SFA has requested a minimum Guaranteed Gain in the Nonprofit Food Service Account, the FSMC guarantees a dollar value gain of $_____ during school year 2027-2028. All additional subsequent renewals shall include no less than the same dollar value.

The FSMC's guarantee MUST NOT be contingent upon multi-year contract duration.

The SFA and FSMC shall cooperate to ensure that the SFA's Food Service Program is operated in accordance with the SFA's Food Service Budget.

In the event the FSMC's operation of the SFA's Food Service Program results in a lesser amount than the FSMC proposed guarantee, the FSMC must pay the difference to the SFA. This amount must be paid to the SFA, to be deposited in the food service account within thirty (30) days of the end of the annual contract.

If the SFA has selected the No Loss/Breakeven Guarantee and has made the maximum General Fund transfer specified above, the FSMC shall be responsible for reimbursing the SFA the dollar amount required to bring the balance to $0.00 or breakeven to be deposited in the food service account within thirty (30) days of the end of the annual contract.

The guaranteed return purposed by the FSMC must be fully described in the methodology including the formula for determining the value. Any guarantee offered by the FSMC shall be based solely on the information contained in this RFP prepared by the SFA. The FSMC bears responsibility for failure to meet the FSMC's proposed guarantee.

Financial guarantees must be firm and unconditional. Any proposal containing assumptions, qualifications, or contingencies that decreases the FSMC's financial guarantee will be deemed overly responsive and rejected from further consideration.

Insurance

- The SFA MUST evaluate and determine acceptable insurance limits for this section.

2. The information below must be completed by the SFA:
    a. Comprehensive General Liability—includes coverage for:
        i. Premises—Operations
        ii. Products—Completed Operations
        iii. Contractual Insurance
        iv. Broad Form Property Damage
        v. Independent Contractors
        vi. Personal Injury: $1,000,000 coverage or_____coverage Combined Single Limit
    b. Automobile Liability: $1,000,000 coverage or_____Combined Single Limit.
    c. Workers' Compensation—Statutory: $500,000 or_____Employer's Liability with a combined single limit.
    d. Excess Umbrella Liability: $0.00 or_____combined single limit or with a combined single limit of $0.00 or_____.

P. Equipment

- Financing of Equipment

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 state capitalization threshold, or federal capitalization threshold, or the SFA's capitialization threshold, whichever is less.

The SFA's capitalization threshold of: _____

Pg 44

Financing Non-expendable Equipment

- SFA must check below what will happen to the equipment if FSMC is financing non-expendable equipment:

☐ 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.

Pg 44

Miscellaneous 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.

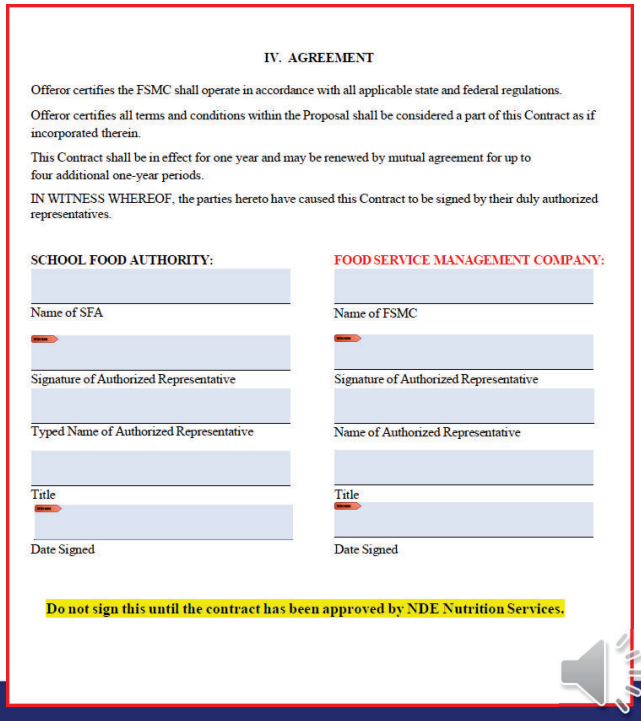
b. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:

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.

Agreement

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



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.

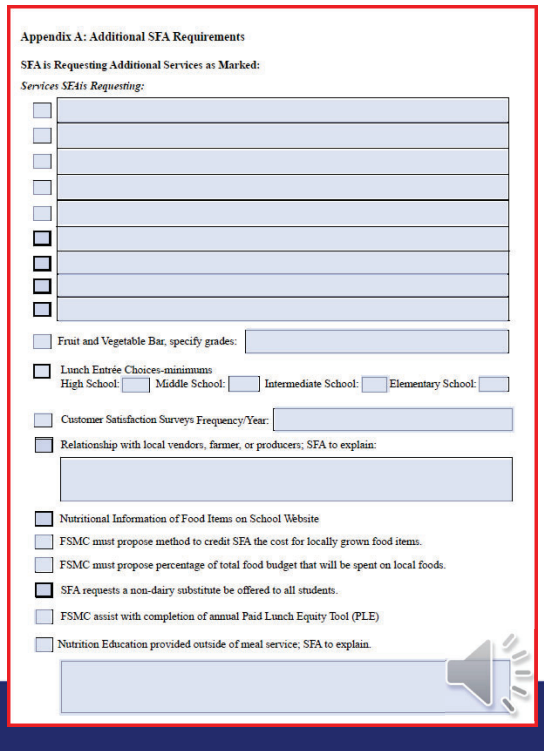
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

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

- Enter requested additional services
- All items listed or checked will become part of the contract requirements for your district


Appendix A: Additional SFA Requirements

SFA is Requesting Additional Services as Marked:

Services SEAis Requesting:

Fruit and Vegetable Bar, specify grades:

Lunch Entrée Choices-minimums
High School: Middle School: Intermediate School: Elementary School:

Customer Satisfaction Surveys Frequency/Year:

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

Nutritional Information of Food Items on School Website

FSMC must propose method to credit SFA the cost for locally grown food items.

FSMC must propose percentage of total food budget that will be spent on local foods.

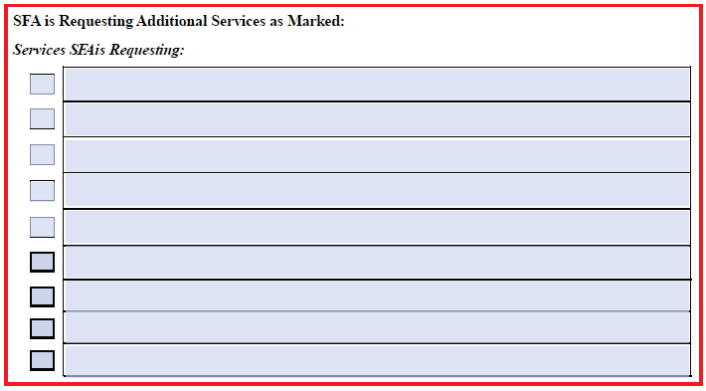
SFA requests a non-dairy substitute be offered to all students.

FSMC assist with completion of annual Paid Lunch Equity Tool (PLE)

Nutrition Education provided outside of meal service; SFA to explain.

Specific Services

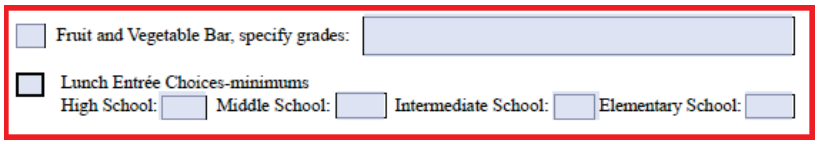
- Specify types of entrees or specific items to be offered to each grade group
- Specify the minimum items to be offered daily on the Fruit & Vegetable Bar
- Specify if students K-12 are allowed unlimited multi-trips through the Fruit & Vegetable Bar without charge
- Any other specifics you require the FSMC to provide


SFA is Requesting Additional Services as Marked:

Services SEAis Requesting:

Fruit and Vegetable Bar & Entrée Choices

- Check the box if you plan to offer a Fruit & Vegetable Bar and specify the grade groups offered it.

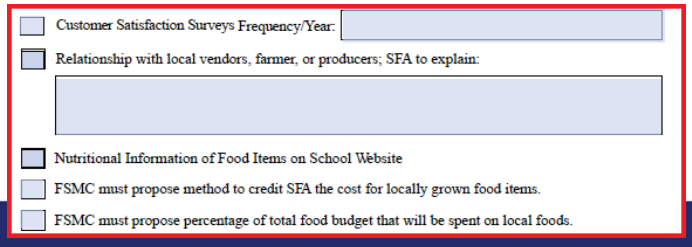


- Check the box and list the number of lunch entrée choice at a minimum at each school.

Pg 49

Surveys, Nutritional Information & Local Food Purchases

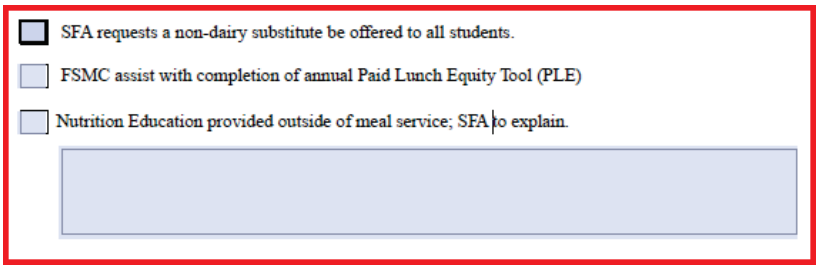
- Check the boxes that are requirements of your food service program for each section
- Add details for the frequency of surveys, a minimum of annually
- List any local vendors or local foods and other details required in your food service programs



Pg 49

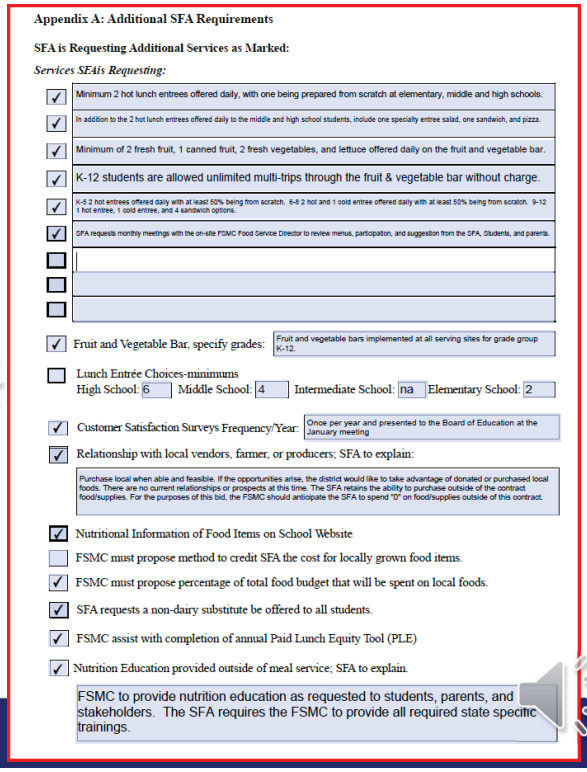
Non-Dairy Substitutes, PLE & Nutrition Education

- Check the boxes that are requirements of your food service program for each section
- Provide details if the FSMC is expected to provide nutritional information outside of meal service.



Pg 49

Completed Form with Examples



Pg 49

Bonding Requirements

- Two types of bonding requirements may be required if the SFA operates the SFSP the SFSP contract value is over $350,000
- Bid Bonds: FSMC must include it in their proposal at 5% or higher of the estimated SFSP value of the contract
- Performance Bonds: If the FSMC is selected, the FSMC must furnish the SFA within 10 days of the contract award at 10% or higher of the estimated value of the contract
- The FSMC will indicate the SFSP value as part of their proposal or calculation

a. Each FSMC which submits a bid exceeding the simplified acquisition threshold in 2 CFR part 200, as applicable, shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, for the SFSP value of the contract for which the bid is made. The SFSP claims from the prior summer should be used for reference. A copy of the bid bond shall accompany each bid.

i. Offeror shall submit a bid bond of 5% unless SFA specifies a percentage as noted here: ☐

b. Each food service management company which enters into a food service contract exceeding the small purchase threshold in 2 CFR part 200, as applicable, with a sponsor shall obtain a performance bond in an amount not less than 10 percent nor more than 25 percent, for the SFSP value of the contract for which the bid is made. The SFSP claims from the prior summer should be used for reference. Sponsors shall require the food service management company to furnish a copy of the performance bond within **ten days** of the awarding of the contract. NDE will not approve contracts without receiving a copy of the Performance Bonds.

i. Offeror shall submit a performance bond of 10% unless SFA specifies a percentage as noted here: ☐

ii. FSMC to indicate estimated SFSP value of the contract: _____

Scoring

- More details to come to assist your assembled team

Attachment 1: Award Criteria Scoring Sheet for FSMC Proposals

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					
	Guarantee					
	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 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					
100	Total Possible Points / Total Awarded Points					

Comments:

Attachment 2

Food Service Management Company Information	Agreement Number	SFA	1st Year of Contract
Lunchtime Solutions, Inc.	210025	Broken Bow Public School	2022-23
PO Box 2022	010018	Hastings Public Schools	2022-23
391 W Steamboat Drive	090010	Ainsworth Public School	2023-24
North Sioux City, SD 57049	210015	Anselmo-Merna Public School	2023-24
	230002	Chadron Public Schools	2023-24
Nicholas Lucart - Regional Director of Business Development, 712-570-5984	240020	Gothenburg Public School	2023-24
n.lucart@lunchtimesolutions.com	690044	Holdrege Public Schools	2023-24
	590001	Madison Public Schools	2023-24
Lindsie Bell - Director of Sales, Retention, and Marketing, 712-570-5984	510001	Ogallala Public Schools	2023-24
l.bell@lunchtimesolutions.com	660027	Syracuse- Dunbar Avoca School	2023-24
	160006	Valentine Community Schools	2023-24
	540096	Crofton Public School	2024-25
	660111	Nebraska City Schools	2024-25
	550160	Norris Public Schools	2024-25
	220011	South Sioux City Public Schools	2024-25
	930012	York Public Schools	2024-25
	780009	Wahoo Public Schools	2025-26
	640029	Auburn Public Schools	2026-27
	710001	Columbus Public Schools	2026-27
	280015	D.C. West Community Schools	2026-27
	590002	Norfolk Public Schools	2026-27
	450007	O'Neill Public Schools	2026-27
	450239	West Holt Public Schools	2026-27
Opaal Food Management of Nebraska, LLC	470100	Centura Public School	2022-23
15401 Swingley Ridge Road, Suite 600	150010	Chase County Schools	2022-23
Chesterfield, MO 63017	240011	Cozad Community Schools	2022-23
	100002	Gibbon Public Schools	2022-23
Neil Broderick - VP of Business Development, 913-522-9158	730017	McCook Public Schools	2022-23
nbroderick@opaalfood.com	790031	Mitchell Public Schools	2022-23
	400083	Wood River Public Schools	2022-23
James Haley - Business Development Associate, 308-380-7485	770046	South Sarpy School District	2023-24
jhaley@opaalfood.com	070006	Alliance Public Schools	2025-26
	560037	Hershey Public School	2025-26
Sodexo, Inc. educationsales.usa@sodexo.com	800009	Seward Public Schools	2022-23
915 Meeting Street, Suite 14000	280017	Millard Public Schools	2023-24
North Bethesda, MD 20852	790032	Scottsbluff Public Schools	2023-24
	560001	North Platte Public Schools	2024-25
Bob Snowden - District Manager, 402-510-7501	280054	Ralston Public Schools	2025-26
Robert.Snowden@sodexo.com	280010	Elkhorn Public Schools	2025-26
Shannon Slinek, 402-378-1199			
Shannon.Slinek@sodexo.com			
Lauren Novak -Vice President Sales & Retention, 254-892-1073			
Lauren.Novak@sodexo.com			
SFE- Southwest Foodservice Excellence, LLC	790016	Gering Public Schools	2025-26
8905 E Raintree Drive, Suite 310			
Scottsdale, AZ 85260			
Anne Wasinger - Director of Business Development, 913-286-7064			
anne.wasinger@sfeltr.org			
Kelsie Hutchison - Director of Business Development Operations, 765-528-8079			
kelsie.hutchison@sfeltr.org			
Summit Food Service – Correctional Services	594001	Northeast NE Juvenile Justice	2023-24
500 East 52nd Street North			
Sioux Falls, South Dakota 57104			
Talia Hall - Businesss Analyst, 858-434-0888			
talia@summitfoodservice.com			
Melissa Moberly - SVP of Growth, 303-501-8160			
melissa.moberly@summitfoodservice.com			

Food Service Management Company Information	Agreement Number	SFA	1st Year of Contract
Taher, Inc.	890001	Blair Community Schools	2023-24
5570 Smetana Drive			
Minnetonka, MN 55343			
Inda Hildewall - Executive Assistant, 952-345-2891			
taher.secretary@taher.com			
Bruce Taher - CEO, 952-945-0505			
b.taher@taher.com			
Aramark Educational Services, LLC growth@aramark.com			
2400 Market Street			
Philadelphia, PA 19103			
Justin Crews - Chief Growth Officer, 412-298-9779			
Crews-Justin-T@aramark.com			
Chartwells K12			
2400 Yorkmont Road			
Charlotte, NC 28217			
Tim Leary - Senior Sales Director, 612-202-6407			
tim.leary@compass-usa.com			
Amy Carrigan - Area Director, 630-561-6780			
amy.carrigan@compass-usa.com			
K-12 by Elior			
300 South Tryon, Suite 400			
Charlotte, NC 28202			
Marty Winn - Business Development, 480-229-2069			
martin.winn@elior-na.com			
Todd Hickman- Senior President of Operations, 769-257-2254			
todd.hickman@elior-na.com			
Genuine Foods, Inc.			
411 Congress Street			
Portland, ME 04101			
Mike Monteiro - Senior Vice President, Strategic Partnerships, 781-233-3174 or 844-436-3663			
mike.monteiro@genuinefoods.com			
Bernie Peroni - Director of Business Development, 844-436-3663			
bernard.peroni@genuinefoods.com			
SLA Management (Charter Schools & Private Schools Only)			
6015 Lake Destiny Road Suite 405			
Maitland, FL 32751			
Jacob Clifton - President, 407-740-7677			
j.clifton@slamgmt.com			
Mike Reese - Chief Growth Officer, 407-740-7677			
mike.reese@slamgmt.com			
Upper Crust Food Service			
2011 Corona Rd #203			
Columbia, MO 65203			
Shannon Fife - Regional Director of Operations, 573-259-8640			
shannon.fife@uppercrustfoodservice.com			
John Laird - Senior Director of Client Relationships, 281-755-7083			
john.laird@uppercrustfoodservice.com			

Professional Standards

Hiring Standards for New School Nutrition Program Directors

School Nutrition Program Directors are the individuals responsible for the operation of school nutrition programs for all schools under the local educational agency (LEA). New directors are subject to the education requirements below.

Minimum Standards for Directors	Student Enrollment 2,499 or Less	Student Enrollment 2,500-9,999	Student Enrollment 10,000 or More
Education	Bachelor's degree, or equivalent educational experience, with academic major in specific areas;[1] OR Bachelor's degree in any academic major, **and** State-recognized certificate for school nutrition directors; OR Bachelor's degree in any academic major, **and** at least **1** year of relevant food service experience; OR Associate's degree or equivalent educational experience, with academic major in specific areas,[1] **and** at least **1** year of relevant food service experience; OR High school diploma (or GED) **and 3** years of relevant food service experience.[2,3]	Bachelor's degree, or equivalent educational experience, with academic major in specific areas;[1] OR Bachelor's degree in any academic major, **and** State-recognized certificate for school nutrition directors; OR Bachelor's degree in any academic major, **and** at least **2** years of relevant school nutrition programs experience; OR Associate's degree or equivalent educational experience, with academic major in specific areas,[1] **and** at least **2** years of relevant school nutrition programs experience.[2]	Bachelor's degree, or equivalent educational experience, with academic major in specific areas;[1] OR Bachelor's degree in any academic major, **and** State-recognized certificate for school nutrition directors; OR Bachelor's degree in any academic major, **and** at least **5** years experience in management of school nutrition programs.[4]
Prior Training	At least **8** hours of food safety training is required no more than **5** years prior to their start date or completed within **30** calendar days of starting.		

[1] Related majors include food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field. Consult your State agency for more information about equivalent educational experience.

[2] For LEAs with fewer than 500 students, and at the State agency's discretion, the SFA can be approved to hire a school nutrition program director who has less than the required years of food service experience, provided the applicant has the minimum education specified in the hiring standards for LEAs with 2,499 students or fewer.

[3] At the discretion of the State agency, and on an individual basis, the SFA can hire a new director with documented volunteer or unpaid relevant food service experience.

[4] At the discretion of the State agency, and on an individual basis, the SFA can hire a new director with 10 or more years of school nutrition program experience but who does not hold a bachelor's or an associate's degree in a medium or large LEA.