



Contracting with Food Service Management Companies in Arkansas School Districts SY 2026-2027

Arkansas Nutrition Services
Presented October 2025



Child Nutrition Program Acronyms

Acronym	Term
CACFP	Child and Adult Care Food Program
CFR	Code of Federal Regulation
CN	Child Nutrition
CNP	Child Nutrition Program(s)
FBG	Food Buying Guide
FSMC	Food Service Management Company
HHFKA	Healthy Hunger-Free Kids Act
NPSFSA	Non-Profit School Food Service Account
NSLP	National School Lunch Program
OVS	Offer Versus Serve
POS	Point of Service
RCCI	Residential Child Care Institute
RDA	Recommended Dietary Allowance
RFP	Request for Proposal
SA	State Agency
SBP	School Breakfast Program
SY	School Year
USDA	United States Department of Agriculture



Intent



Provide Arkansas school district administrators and program directors with information needed for soliciting a Request for Proposal (RFP) and entering a contract with a Food Service Management Company (FSMC) for the purposes of operating the federal Child Nutrition Programs (CNP)



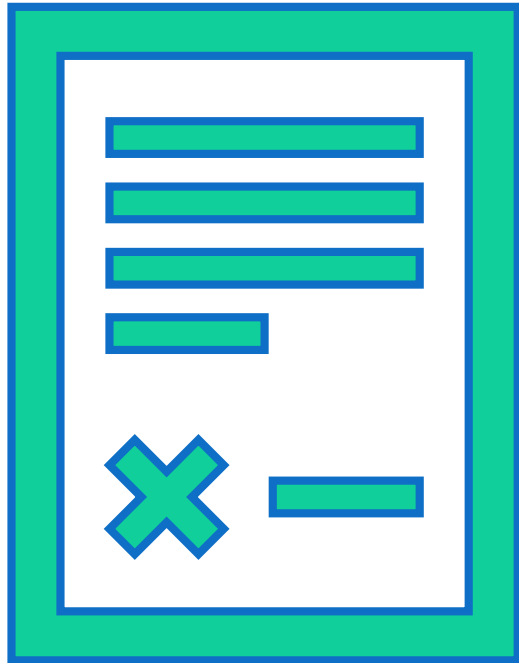
Programs

National School Lunch and Breakfast Programs

School Breakfast Program
National School Lunch Program
Afterschool Snack Program
Seamless Summer Option
Fresh Fruit and Vegetable Program

Child and Adult Care Food Program

At Risk Afterschool Meals
includes snack and supper
Summer Food Service Program



Types of Contracts

Cost Reimbursable A and B

Fixed Rate A and B



Fixed Price Option A

A fixed cost per meal covers the entire costs of producing the meal. This applies to breakfast, lunch, afterschool, summer, and supper ~all programs as applicable.

Can be with or without the labor option.

Option to retain the employees or turn employment over to the FSMC.

The SFA is billed each month using a per meal monthly fee.

Meal equivalency rates are applied to adult meals, second meals, and a la carte sales.

USDA donated foods are credited directly off the monthly invoice to the SFA.

Tracking of rebates, discounts, and credits is not necessary in this type of contract since the FSMC pays the vendors.

Sample Invoice Fixed Price ~ Option A

Meal Count by School

1

Number of Meals by School

3

Donated Foods Credited

4

Labor

4

Invoice

Page 1/1
Invoice AR00060021
Date 09/30/2024

Customer ID	Description	Payment Terms
AR0015	SEPTEMBER 2024 CONTRACT	0%0/NET30

Quantity	Itemized	Equivalent	Unit Price	Unit Total	Building Total
4364.00	Student Lunches		\$4.4500	\$19,419.80	
3429.00	Student Breakfasts		\$2.2644	\$7,764.63	
553.00	ASP ABC Program Snacks		\$1.0500	\$580.65	
35.33	Adult Lunches		\$4.4500	\$157.22	
	Building Total				\$27,922.30
	HS				
2632.00	Student Lunches		\$4.4500	\$11,712.40	
1302.00	Student Breakfasts		\$2.2644	\$2,948.25	
17.67	Adult Lunches		\$4.4500	\$78.61	
.56	Adult Breakfasts		\$4.4500	\$2.48	
888.00	Learning Tree Student Lunches		\$4.4500	\$3,951.60	
	Building Total				\$18,693.34
1.00	Net Commodity Credit		(\$6522.8600)	(\$6,522.86)	(\$6,522.86)

NOTES:

Allocation	Total
Food	\$0.000
Labor	\$0.000
Other	\$0.000

Employee Count	Total Salaries
4	\$5,209.17

Total \$40,092.78

Please Remit Payment To:

1. Meal counts/billing by schools
2. Correct per meal rates and meal equivalency rates as per the contract
3. Crediting of USDA donated foods.
4. Employee Salaries



Fixed Price ~ Option B

The FSMC bills the district a flat monthly rate for services. eg: menu planning, and technical assistance, bids

FSMC conducts bids that are compliant with USDA meal pattern requirements.

Districts purchase from the FSMC bids and pay their own food invoices to the vendor. (no need for tracking credits, discounts, etc.)

No need to credit USDA donated foods.

Labor is retained by the district.

FSMC is present at the district during the week ~ not on a full-time basis. 1,2,3, days..... This is included in the monthly price.

Invoice consist of the monthly fee.



[REDACTED]
[REDACTED]
[REDACTED]

DATE	DESCRIPTION	CATEGORY	AMOUNT
September	Fee		\$3,700.00
SUBTOTAL			3,700.00
TAX			0.00
			\$3,700.00

DIRECT ALL INQUIRIES TO:

MAKE ALL CHECKS PAYABLE TO:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- **Simple invoice showing the flat monthly fee for services.**



Cost Reimbursable ~ Option A

SFA reimburses the FSMC monthly for all allowable costs incurred for the production and service of meals.

Includes food and supplies and may include labor.

- Labor is included if the SFA does not want to retain the labor.
- Administrative and management fees per meal are charged monthly based on total meals served.
- Meal equivalency rates are applied to adult meals, second meals, and a la carte sales.
- USDA donated foods are disclosed monthly on the monthly invoice.

Salary Type: SLRY

Posting	Payment	Empl
Date	Type	Number

Regular
Regular
Regular
Regular

Regular
Regular
Regular
Regular

Totals for Salary Type SLRY

Acc
Man
Wor
Pay
401

[illegible]

GoFresh
1691 N. 161st East Ave.
Tulsa, OK 74116
Phone: (800) 725-1151
Fax:

35

INVOICE

02231363

DATE	09/08/22
TRIP	00021317
E/STOP	
ED VIA	REGULAR DE
TOMER	

Bill to:

Ship to:



INV14V000101
022313630001

ORDER DATE		SALESPERSON		TERMS		CUSTOMER PO	
09/06/22				NET 21 DAYS			
QUANTITY		ITEM CODE	DESCRIPTION	ORIGIN	UNIT PRICE	EXTENDED AMOUNT	
ORDERED	SHIPPED						
2	2	11101	CILANTRO, BUNCHES 3CT	3CT	USA	7.78	15.56
1	1	10199	TOMATO, DICED 3/8"	2/5LB	USA	30.90	30.90
1	1	11581	ONION, RED DICED 1/2" 5LB	5LB	USA	17.14	17.14
2	2	13338	BERRY, STRAWBERRY DRISCOLL 1LB	1LB	USA	7.82	15.64
2	2	10018	BANANA, PLANTAIN GREEN	40LB	USA	40.87	81.74
1	1	12127	ONION, RED JUMBO 5LB	5LB	USA	10.36	10.36
						<i>New total \$89.60</i>	
NOTES						SUBTOTAL	171.34
						TAX	.00
						INVOICE	171.34

TERMS AND CONDITIONS

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.



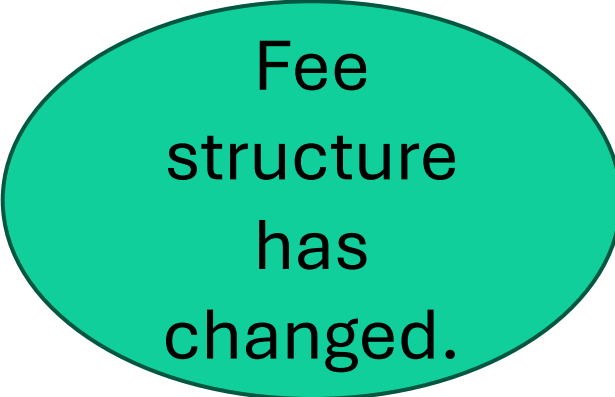
DATE _____

ccount	Amount
10701 ML	1,451.54
12207 WC	48.34
12401 PT	111.18
12601 401	43.54
10701 ML	1,451.54
12207 WC	48.34
12401 PT	111.19
12601 401	43.54

orporation	Transactional Volume
ucts Corporation	Transactional Volume
ods	Transactional Volume
	Transactional Volume
es Cheese Co	Transactional Volume
ierre	Transactional Volume
Meats-Jimmy Dean Div	Transactional Volume
ure Fds-Ardmore Farms	Transactional Volume
rprises Inc	Transactional Volume



Cost Reimbursable Option B



Fee
structure
has
changed.

SFA reimburses the FSMC for allowable cost incurred under the terms of the contract. This includes food and may include supplies.

A fixed monthly fee is paid to the FSMC. This fee is consistent each month and is not a per meal fee.

USDA donated foods are disclosed monthly on the FSMC invoice. Value determined by Food Distribution.

All rebates, credits, and discounts must be credited to the SFA and are shown each month on the invoice.

FSMC personnel are not in the district on a daily basis. Like Fixed Option B, it is the number of days agreed upon in the contract.



District Responsibilities

7 C.F.R.§ 210.16(a)10-21

- Adhere to procurement standards when soliciting the contract.
- Ensure FSMC conforms with the district's agreement with the State Agency (SA)
- Monitor the FSMCs performance through periodic onsite monitoring
- Retain control of the program (quality, extent, and general nature of the program)
- Retain signature authority (agreement and policy statement and claims)
- Maintain applicable health certifications and make sure all state and local health regulations are met by the FSMC
- Compose an advisory board consisting of parents, faculty, and students to assist in menu planning
- Obtain written approval of RFPs from SA before solicitation
- Ensure SA has approved the contract.
- Contract monitoring



FSMC Responsibilities

- Comply with all state and federal rules, regulations, policies, and instructions of the SA and USDA that are included in 7 C.F.R. 210, 220, 225, 226, 245, 250, 2 C.F.R. 200.318-327, 2 C.F.R. Appendix II to Part 200, 2 C.R.F.
- These regulations are for program operations and for procurement.



Solicitation

- Must be in accordance with federal, state, and local procurement procedures
 - Time allowed – a minimum of 60 calendar days is required before the proposals are called due.
 - Advertising – districts are required to send the RFP to all registered FSMCs in the state. This takes the place of advertising.
 - Only registered companies can submit proposals
 - A list is provided by the state agency and is published to the Nutrition Services website under the FSMC navigation tab.
- Allow for open and full competition 2 C.F.R. 200
 - Contractors cannot develop any part of the proposal; doing so will cause the proposal to be disqualified and eliminated from scoring. 2 C.F.R. 200.319
 - Proposals must not be overly restrictive. (note definition on page 10 of the RFP.)
 - Must not be overly responsive.

Completed by
the FSMCs
when
registering with
the state.

Registration with the
State Agency is not a
vetting or endorsement
of the FSMC.

SY 2026-2027 Food Service Management Company Attestation Statement and Registration Form
Arkansas Nutrition Services

Instructions:

Please read and initial in the space next to each item. This form is due by Wednesday, October 1, 2025 by 4:30 p.m. CST. Late submissions will not be accepted. This statement will be included in all final contracts. Email form to cnumeals.rfp@ade.arkansas.gov.

1. My signature indicates intent to comply with all terms and conditions contained in the 2026-2027 Request for Proposal (RFP) to operate as a Food Service Management Company (FSMC) in Arkansas non-profit public, private, open enrollment charter schools, residential childcare institutions (RCCI), and detention facilities housing individuals 18 years or younger.
2. I understand the United States Department of Agriculture (USDA) defines an FSMC as a commercial enterprise or a nonprofit organization that is or may be contracted with by the School Food Authority (SFA) to manage any aspect of the school food service (7 CFR 210.2) and will not represent the company as anything other than an FSMC when managing or proposing to manage any aspect of the school food service.
3. I understand that all procurements conducted by the FSMC must follow all federal procurement regulations (2 CFR 200.318-327, 2 CFR 200 subpart D and 2 CFR Part 400 and 415 as they apply, and FSMCs are contractors under the recipient of the federal award and SFAs must monitor contractor compliance 2 CFR 2 CFR 200.501(h).
4. I understand that the USDA-approved RFP must be used and that no part of the RFP can be altered by the SFA or the FSMC. This includes adding assumptions, addenda, or clarification to the RFP by the FSMC.
5. I understand that the proposals should be based on the content presented by the SFA. Anything in addition is considered overly responsive and will be excluded from the scoring process.
6. I understand that amendments to the RFP or resulting contract may be initiated by the SFA at the time of renewal but must be approved by Arkansas Nutrition Services (NS) before being enacted.
7. I understand and agree to comply with all federal rules, regulations, policies, guidance, and instructions of the USDA, the State of Arkansas, and any local laws as they pertain to the Child Nutrition Programs including but not limited to: USDA Meal Patterns (7 CFR 210.10, 220.8, 226.20); Buy American provisions (7CFR 210.21(d); Professional Standards (7 CFR 210.30 and SP 05 2020; Food Safety Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles (SP 38-2013); Arkansas State Board of Health Rules Pertaining to Retail Food Establishments, October 2022; Free and Reduced Eligibility, when applicable (7CFR 210, 220, 245); Food Distribution Program (7 CFR 250); Summer Food Service Program, when applicable (7 CFR Part 225); Uniform Administrative Requirements and Cost Principles and Audit Requirements for Federal Awards (2 CFR 200 & 400); Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, (FNS Instruction 113-1, 11/8/2005).
8. I understand allowable costs will be paid from the nonprofit school food service account, net of all discounts, rebates, and applicable credits accruing to or received by the contractor or any assignee under the contract to the extent the credits are allocable to the program.

Print Name _____ Title _____

Signature _____ Date _____

Company and Contact Information

Legal Company Name		
Contact Person		
Mailing Address (PO box or street address)		
City	State	Zip
Phone	Email	

Arkansas Contacts (by region if applicable)

Name & Cell Phone (must provide contact number)	Region

Revised 8/2025 Arkansas Nutrition Services

regulationsContains
program and
procurement

Send approved
RFP to all
registered
FSMCs

Registered FSMCs in Arkansas

SY 2026-27 FOOD SERVICE MANAGEMENT COMPANY REGISTRATION CONTACT LIST FOR DISTRICTS

COMPANY	ADDRESS	CITY	STATE	ZIP	TELEPHONE	CONTACT PERSON	CONTACT PERSON EMAIL
<i>Aramark Educational Services, LLC</i>	2400 Market Street	Philadelphia	PA	19103	412.298.9779	Justin Crews	crews-justin1@aramark.com growth@aramark.com
<i>A'viands LLC d/b/a K-12 by Elior</i>	1701 Cross Timbers Drive	Prosper	TX	75078	972.482.1121	Mark Waterbury	mark.waterbury@elior-na.com
<i>Compass Group USA, INC. Chartwells Division</i>	2400 Yorkmont Road	Charlotte	NC	28217	915.935.5366	Kellye Neal	kellye.neal@compass-usa.com shared.k12registration@compass-usa.com
<i>Compass Group USA, INC. SchoolEats Division</i>	2400 Yorkmont Road	Charlotte	NC	28217	915.935.5366	Kellye Neal	kellye.neal@compass-usa.com shared.k12registration@compass-usa.com
<i>Genuine Food Lab, LLC.</i>	68 Harrison Ave., Suite 605	Boston	MA	2111	636.980.6686	Daniel Wolff	dan.wolff@genuinefoods.com
<i>J & F Food Service Inc.</i>	PO Box 7816	Little Rock	AR	72217	501.663.3337	Bill Miller	abcmiller@sbcglobal.net justin.mills@k-12culinary.com
<i>K-12 Culinary Connection</i>	6025 Hardin Drive	Bryant	AR	72022	580.574.9567	Justin Mills	succes@k-12culinary.com
<i>OPAA! Food Management of Arkansas, LLC</i>	16401 Swingley Ridge Road, Suite 600	Chesterfield	MO	63017	636.812.0777	Neil Broderick	ar-rfp@opaafood.com
<i>Ordo Inc.</i>	5275 Longmeadow Road	Bloomfield Hills	MI	48304	770-629-8592	Indra Sofian	bids@ordoschools.com
<i>SLA Management, Inc.</i>	601 S Lake Destiny Drive, Suite 405	Maitland	FL	32751	407.740.7677	Mike Reese	mike.reese@slamgmt.com
<i>SodexoMagic, LLC.</i>	915 Meeting Street, Suite 1500	North Bethesda	MD	20852	210.419.0367	Eddie Noriega	educationsales.usa@sodexo.com
<i>Sodexo Operations, LLC.</i>	915 Meeting Street, 15th Floor	North Bethesda	MD	20852	210.419.0367	Eddie Noriega	educationsales.usa@sodexo.com
<i>Southwest Foodservice Excellence, LLC</i>	9366 E Raintree Drive	Scottsdale	AZ	85260	480.551.6550	Kelsie Hutchison	kelsie.hutchison@sfellc.org
<i>Taher, Inc.</i>	5570 Smetana Drive	Minnetonka	MN	55343	612.219.6692	Shauna Strub	s.strub@taher.com
<i>QCMM, LLC dba The Cockpit Catering Company</i>	1400 W. Walnut St. #120	Rogers	AR	72756	479.220.5989	Jessica Eaton	schooladmin@cockpitcatering.com

FOR THE PURPOSE OF EMAILING ALL FSMC CONTACTS AT ONCE, COPY AND PASTE THE FOLLOWING SECTION:

crews-justin1@aramark.com; growth@aramark.com; mark.waterbury@elior-na.com; kellye.neal@compass-usa.com; shared.k12registration@compass-usa.com; dan.wolff@genuinefoods.com; abcmiller@sbcglobal.net; justin.mills@k-12culinary.com; succes@k-12culinary.com; ar-rfp@opaafood.com; bids@ordoschools.com; mike.reese@slamgmt.com; educationsales.usa@sodexo.com; kelsie.hutchison@sfellc.org; s.strub@taher.com; schooladmin@cockpitcatering.com;



Pre-bid Proposal Meeting

- Required to provide information to the FSMCs regarding contract performance.
- Meeting should be documented
 - Sign-in sheet
 - Agenda and schedule
 - In person or ZOOM (in person is recommended)

Recommendations are that this is a required meeting if the FSMC want to bid on your programs

Take meeting minutes and send to all FSMC reps who attended

Record questions and send answers to all who attended

- Sample agenda for meeting is provided in the RFP packet.



Bid Due Date and Bid Opening

- Proposals must be received and opened at the time advertised in the solicitation.
- Late submissions must be disqualified.
- If FSMCs are allowed to be present at the bid opening, you can state the name of the company, but no other information should be given. Award is made based on several criteria...



Award Criteria

- Based on the pre-approved criteria listed in the RFP.
 - SA assigns weighted value to *some* of the criteria.
 - District assigns remaining values.
 - Price/cost must carry the most weight and is a minimum of 40 points.

Weighted Values and Negotiations

Scoring Criteria and Evaluation Form

USDA requires that an evaluation and scoring plan be included in the RFP prior to the receipt of any proposals. The SFA must not change or by-pass the published evaluation and scoring criteria to circumvent full and open competition. SFA must complete the table below to evaluate all responsive proposals submitted by the SFA.

The SFA must evaluate the proposals using the scoring criteria advertised in the solicited RFP.

Table below should be filled out by the SFA.

Weight	Criteria
____ points (minimum of 40)	Price/cost (including fees per meal, labor, and projected food cost)
____ points (minimum of 10)	21-day cycle menus (breakfast, lunch, afterschool snack, & FFVP if applicable)
____ points (limit of 10)	Business practices, efficiency, effectiveness, overall plan of operation.
____ points (limit of 5)	Experience/references (must not include prior experience with SFA)
____ Points (limit of 5)	Promotion/marketing of food service program
____ Points	Billing and reporting systems (consider asking for sample invoices)
____ Points	Personnel management, recruiting, training, required certifications, structure
____ points	Involvement of students, staff, and patrons (must not include scholarships or any other items of monetary value)
____ total (maximum of 100)	

*If the SFA elects for the option of a negotiation phase, provide the SFA's predetermined cutoff score: ☐
This will be the sum of scores from each scoring member, |

Score and Rank System

Scoring proposals will be accomplished using the SA-required score/ranking sheets. Each individual scoring team member will score each RFP individually and rank each FSMC according to their numerical score.

Negotiation Phase of Contract Award*

Negotiations must be included in the original solicitation and cannot be added during scoring.

☐ SFA - check this box if the information below is applicable. See negotiations on page 10.

Based on scoring results the SFA may elect to enter a negotiation phase based on a predetermined cut off score or rank of all proposals received. FSMCs not meeting the predetermined cut off score will be informed in writing via email. Check the box above if the SFA wants to have the option to enter a negotiation phase in the RFP process (this box must be checked or else the SFA will not be able to have this option). The FSMC must be informed of this in advance of exercising the option.

Actual page from RFP

SA assigns some of the weighted values

Must total 100 points

Cost/price must have the greatest weight

Must use the values assigned in the RFP. (no changing after this has gone out to the FSMCs)

If the SFA wants to consider price negotiations, it must be advertised in the RFP. Assign a cut off score for proposals that will be considered. This is not required.

Score and Rank

These forms
are included
in the RFP
packet.

Scoring Food Service Management Company Proposals

District _____ FSMC _____

Instructions:

- The scoring committee must consist of 3 to 5 members.
- Team members must be district employees.
- Each member of the scoring team will be given a score sheet for each FSMC that submitted a proposal. (If 4 companies submitted a proposal, each member will receive 4 score sheets.)
- Members must score the proposals individually.
- Each member must sign and date their individual score sheets
- Scores must be based on the weighted criteria advertised in the original RFP
- Only items in the original solicitation will be considered in the scores.
- Bonus points may be added to the total score for the use of locally sourced foods or geographic preference.

Score each weighted criteria on a scale of 1 through 5 with 1 being the lowest score. Multiply the weight by the score for total points. Weight X Score = Subtotal. Add bonus points for geographic preference for grand total.

Poor = 1 Fair = 2 Average = 3 Good = 4 Very good = 5

Answer the following:

- Was the RFP received on time as instructed in the RFP? Yes _____ No _____ (if no, disregard the proposal)
- Is the RFP complete? Yes _____ No _____ (if no, disregard the proposal)
- Is the RFP overly responsive? Yes _____ No _____ (if yes, disregard the proposal)

Weight	Score	Total	Criteria must be the same as advertised in the RFP
			Price/Cost must be the primary factor. Consider the cost of fees and labor. Lowest price/cost must receive the most points in this category. Minimum 40 points
			21-days of menus. Consider variety, choices, use of fresh produce, convenience vs. conventional items. Minimum 10 points
			Experience and references. Does not include relationship with current FSMC. Limit 5 points
			Promotion and marketing of food service program Limit 5 points
			Accounting and reporting systems (billing cycles, reports provided to schools)
			Personnel management (consider dining directors and managers, staffing patterns such as meals per labor hour, cost of labor to the SFA, staff training, technical support, etc.)
			Business practices and financial stability. Consider support staff, training, required reports and record keeping.
			Involvement with students, staff, and patrons
Must = 100	Subtotal		
	Bonus		
	Total		

Rank

Ranked Voting Option Sample

Instructions: Complete the score sheet titled "Scoring FSMC Proposals" within your RFP packet for each FSMC. After scoring is complete, choose each FSMC's rank based on the total number of points the FSMC received. The FSMC with the highest score should be ranked number 1. Fill out the table below to see which FSMC ranked best overall. The FSMC that has received the most number 1 ranks will be awarded the contract.

Scoring Committee Members	FSMC 1: <u>Apples Company</u>	FSMC 2: <u>Oranges Company</u>	FSMC 3: <u>Bananas Company</u>	FSMC 4: <u>Grapes Company</u>	FSMC 5: <u>Kiwi Company</u>
Member 1: <u>John Doe</u>	1	3	2	4	5
Member 2: <u>Joan Smith</u>	2	3	4	5	1
Member 3: <u>Kim Green</u>	1	2	5	4	3
Member 4: <u>Carrie Jones</u>	1	2	3	4	5
Member 5: <u>George Stevens</u>	1	2	5	3	4
Add up the total 1s for each FSMC:	4	0	0	0	1

Which FSMC received the most number 1 ranks? Apples Company This FSMC will be your winner.

Optional Negotiation Phase:

On page 49 of the RFP, is negotiation checked as an option for your district? If so, and if your district would still like to exercise this right, please list the two highest ranking FSMCs: Apples Company Kiwi Company

Complete the "Negotiated Price Page" in the RFP packet.



Scoring Team Members

Preferably 5 but not less than 3 team members

Must be district employees

Must have knowledge of the Child Nutrition Programs (CNP), program finance, district operations, procurement, and contract management.

Suggested members: Child Nutrition Director (CND), Superintendent, Assistant Superintendent, Director of Finance or CFO, and Principals, Counselors, Assistant Principals...

Anyone who is part of the negotiation process cannot be a scoring team member.



Avoiding Conflicts of Interest

District officers/agents, administrators, board members, or employees shall not solicit, receive, or accept anything of monetary value from a vendor or contractor or a potential vendor or contractor. Examples:

- Relatives/friendships of board or scoring team members
- Dinners
- Hotels
- Travel compensation
- Tickets to events
- Gifts
- Any items of monetary value that is worth more than a coffee cup!
- Conflicts of interest will disqualify a proposal.



Overly Responsive Proposals Violate Open and Fair Competition

FSMC are cautioned in their submissions to NOT include items or conditions in the RFP that are not part of the original solicitation made by the district.

Overly responsive proposals must be disqualified from the scoring/selection process.

Examples: Food trucks, scoreboards, grills, scholarships, monetary guarantees or loans that were not solicited



Bonding Requirements ~ When Do They Apply

- Not required in the procurement of FSMC services in the National School Lunch Program SP 35-2016
- Required if the Summer Food Service Program (SFSP) if the value of the program exceeds the Simplified Acquisition Threshold. 7 CFR 225.15(m)(5)
 - copy of the bond should accompany the proposal

If the district wants to serve summer meals through the SFSP bonding must be included by the FSMC.

Contract Duration 1 Year

All contracts are for a duration of one (1) year and may be renewed for up to four (4) additional years. 7 C.F.R. 210.16.

- Contracts begin July 1 and end June 30.
- Any amendments to the contract must take place at the time of renewal. (SA approval required)
- Changes cannot cause a material change to the contract which is defined as exceeding the small purchase threshold for Arkansas.
- All contracts and contract renewals require SA approval.



Contract Termination Requirements

- Either party may terminate the contract with proper written notice
- 7 C.F.R. 210.16(d) and 2 CFR Appendix-II-to-Part-200(B)
“All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including how the termination will occur and the basis for settlement.”
- Termination for Convenience requires 30 calendar days written notice
- Termination for Cause requires 60 days written notice

Termination

For Cause

One party cannot completely fulfill their contractual duties

Non performance or contract breach

Requires 60 days notice in writing

For Convenience

Requires 30 days written notice

Can be that either party believes it is in their best interest.



Meal Equivalents

The FSMC must convert these types of receipts into meal equivalents:

- Individual or **à la carte sales**
- **Non-student meals**
- **Contract meals**
- **Second meals** sold to students
- **Non-reimbursable meals**

The meal equivalent factor **does NOT** apply to:

- **Student meals** billed at the per-meal contract rate
- **Catering** paid directly to the FSMC
- **Bulk food sales** for other programs (e.g., buying a case of crackers for preschool or the school nurse)



Billing, Payments, and Fees


Cost Reimbursable Contracts

**See
Section J
for list**

All program expenses not specifically itemized or otherwise detailed within the contract will be fully covered by the per-meal administrative and management fees.

These expenses will not be charged to the School Food Authority (SFA) through any other billing method or line item.

All indirect costs and overhead expenses—including but not limited to general administrative support, office operations, utilities, and corporate oversight—are incorporated entirely within the proposed administrative fee. No separate charges for indirect or overhead costs will be applied to the SFA under this agreement.



Rebates, Credits, Discounts in Cost Reimbursable Contracts

7 CFR 210.21(f)(1)(i)

Everything accrues to
the NPSFSA

- **Itemized Reporting of Credits:**
- FSMCs must clearly identify:
 - Each discount
 - Each rebate
 - Any other applicable credit
- These must be **itemized on bills/invoices** submitted to the SFA.
- Each item must be labeled as a **discount, rebate, or other credit**, with the **nature of the credit** specified.
- Credits must be disclosed **monthly** and not deferred.
- If contracts end before full disclosure of rebates, discounts, and credits, the FSMC must identify the method in which those credits will be disclosed.

Billing, Payments, and Fees

Fixed Price Contracts

- Payments to the Food Service Management Company (FSMC) shall be based solely on the fixed per-meal fees as outlined and agreed upon in the contract.
- The fixed per-meal fees are all-inclusive and shall cover **all allowable direct and indirect program expenses**, including, but not limited to, labor, supplies, equipment usage, administrative costs, and overhead. These fees represent the total compensation due to the FSMC for the services provided and **may not be supplemented by any additional charges to the SFA**.
- All program expenses not specifically and explicitly identified in the contract shall be considered included in the fixed per-meal fee and **may not be charged to the SFA through any alternative method or cost category. This includes all direct, indirect, and overhead costs, which are to be fully absorbed within the agreed per-meal pricing.**

See Section J for items included in the fixed per-meal fee.

There is no need to track rebates, discounts, and credits in the Fixed Rate contracts.



Catering

- **Catering Services Allowed (with conditions):**

- The FSMC *may* provide catering services:

- For the district
- For outside groups
- Prior approval is obtained from the CND

- **Separate Billing and Ordering Required:**

- All items related to catering (including **food**, **supplies**, and **labor**) must be:

- **Ordered separately** from regular school meal services.

- **Invoiced separately** to the **sponsoring organization** (i.e., the group requesting the catering)

- **USDA donated foods** (commodity foods) **cannot** be used for catering events under any circumstances.

This ensures that catering is transparent, self sustaining, and compliant with federal regulations.



Concession Operations

Purpose is to ensure integrity of USDA Federal funds.

- **Not Part of the CNP:**
 - Concession stand operations are not considered part of the Child Nutrition Program (CNP).
 - Therefore, they must not be included in the Request for Proposal (RFP) for school meals.
- **Separate Contract Required:**
 - If a FSMC is to operate a concession stand, it must be under a separate contract between the district and the FSMC (distinct from the school meals contract).
- **Purchasing and Invoicing must be separate:**
 - All **food and supplies** for concession stands:
 - Must be purchased using **separate purchase orders**.
 - **Cannot** be invoiced through the **National School Lunch Program (NSLP) account** or **NPSFSA (Non-Profit School Food Service Account)**.
- **Labor Tracking Must Be Separate:**
 - **Labor reports and time sheets** for concession operations:
 - Must be **kept separate** from CNP labor documentation.
- **Sales Revenue Handling:**
 - **Cash sales** from concessions:
 - Are **not converted to meal equivalents**.
 - Must **not be billed through the NPSFSA**.
 - CNP **receives no revenue** from concessions.
- **USDA Foods Prohibited:**
 - **USDA donated foods** are **strictly prohibited** for use in **concession stand operations**.



Fresh Fruit and Vegetable Program (FFVP)

Not to be confused with the fresh produce available through
Department of Defense

Purpose of FFVP:

- Provide fresh fruits and vegetables to students in low-income public schools during the school day, but outside of meal periods.
- Support local agriculture by encouraging the purchase of locally grown produce.
- Foster partnerships between schools and the Arkansas' agricultural industry.
- The FFVP is a discretionary reimbursement grant and is separate from:
 - National School Lunch Program (NSLP)
 - School Breakfast Program (SBP)
 - Child and Adult Care Food Program (CACFP)
- **Administrative fees, management fees, fixed price fees, and meal equivalency fees are not allowed** for FFVP services.
- **FFVP funds cannot be used for any work not directly related** to the implementation of the program.

FFVP

Procurement Requirements

- Produce purchased for FFVP must meet Buy American provisions.
- **DoD produce** obtained through USDA donated foods cannot be used for FFVP.

FSMC Responsibilities

- **Separate Tracking & Invoicing**
 - FFVP must be shown as a **separate line item** on the FSMC's **monthly itemized invoice** to the SFA.
 - All FFVP-related costs must be **tracked and documented separately** from other child nutrition programs.

Required Monthly Documentation

FSMCs must submit to the SFA:

- Delivery invoices
- Detailed time sheets for all employees working on FFVP (including daily start and stop times)

FFVP

- FFVP costs must be:
- Allowable**
- Actual**
- Fully documented**
- The SFA uses FSMC-provided documentation to **file for federal reimbursement**.
- The program is **strictly regulated** and requires **accurate, separate recordkeeping**.





Contract Meals

**Contract is
with the
district and
must be on
file.**

How are these billed through the FSMC?

- SFAs may provide contract meals to outside establishments (Pre-ks, Charter schools, Youth homes, etc.
- Indicate in the RFP is there will be contract meals prepared at any of the sites.
- Cash from the sale of contract meals is converted to meals by applying the meal equivalency rate.
- The per meal fees apply here for Cost Reimbursable A and Fixed Rate A contracts.
- The Cost Reimbursable B and Fixed Rate B contracts, there is no per meal fee.
- If the SFA agrees to provide contract meals to an outside group, there must be a contract on file.
- SFAs must indicate they intend to serve contract meals in the RFP.

Food Quality and Specifications



PRODUCT	LEVEL OF INSPECTION/QUALITY
Meat/Seafood	All meats, meat products, poultry products, and fish must be government inspected.
Beef, Lamb, and Veal	USDA Grade Choice or better
Pork	U.S. No. 1 or U.S. No. 2
Poultry	U.S. Government Grade A
Seafood	must be a nationally distributed brand, packed under continuous inspection of the USDA
Dairy Products	All dairy products must be government inspected
Fresh Eggs	USDA Grade A or equivalent, 100 percent candled
Frozen Eggs	USDA inspected
Milk	pasteurized Grade A
Fruits & Vegetables	
Fresh Fruits & Vegetables	Selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy
Canned Fruits & Vegetables	U.S. Grade A Choice or Fancy (fruit to be packed in light syrup, water, or natural juices)
Frozen Fruits & Vegetables	U.S. Grade A Choice or better
Staple Groceries	Must meet quality levels as previously stated.
Baked Products	
Bread, rolls, cookies, pies, cakes and pudding either	USDA quality level that meets Breakfast, Lunch, Seamless Summer



Buy American Provision

See Section
W for more
information

The RFP and Contract: To ensure that the FSMC follows the Buy American provisions contained in 7 C.F.R. § 210.21(d) and 7 C.F.R. § 220.16(d) The SFA must ensure that the FSMC's solicitation and contract language includes the requirement for domestic agricultural commodities and products.

The FSMC: When purchasing agricultural products on behalf of the SFA, the FSMC must include the Buy American language in their bid documents.

Cap on Non-Domestic Purchases

School Year 2025-2026 (July 1, 2025)	10 percent cap on non-domestic food purchases
School Year 2028-2029 (July 1, 2028)	8 percent cap on non-domestic food purchases
School Year 2031-2032 (July 1, 2031)	5 percent cap on non-domestic food purchases



Nat

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SY

SY 2026-2027 Meal Pattern Chart

CACFP Lunch and Supper Program

Minimum Amount of Each Food Component Per Week (Minimum Offering Per Day)	Snacks:
<div><div>Pre-Kin</div><div>Meal Pattern Components</div><div>Milk: Unflavored Whole Age 2-5 or fat-free</div><div>Fruits and Veg</div><div>^{1,2}Grains: Whole Grain</div><div>Bread Product (e.g., biscuit, roll, or muffin)</div><div>Cooked: Cereal, Cereal Pasta</div><div>³Ready-to-Eat Breakfast Cereals</div><div>Flakes or Round Puffed Cereal</div><div>Granola</div></div>	<div><div>Pre-Kindergarten</div><div>¹Meal Pattern Components</div><div>²Milk</div><div>Unflavored or flavored 1% low fat or fat free</div><div>⁴Meats/Meat Alternates</div><div>⁵Fruits/Juice</div><div>⁵Vegetables</div><div>⁷Grains</div></div>
<div><div>¹ Pre-K: Grain-based</div><div>² Pre-K: One whole grain</div><div>³ Pre-K: Beginning</div><div>⁴ K-12: One whole grain</div><div>⁵ K-12: Beginning</div><div>⁶ K-12: Beginning</div></div>	<div><div>¹ Must serve two of the beverage.</div><div>² Pre-K: Must be unflavored (skim) milk for children</div><div>³ K-12: Must be fat-free</div><div>⁴ Alternate protein products more than 23 grams of sugars per 6 ounces (FNS guidance).</div><div>⁵ Pre-K: Pasteurized full strength juice, per day.</div><div>⁶ K-12: Juice must be pasteurized.</div><div>⁷ Pre-K: At least one serving toward meeting the grain of total sugars per dry ounce.</div><div>⁸ K-12: At least 80 percent the remaining grain must be found in FNS guidance.</div><div>⁹ May need to serve large</div></div>

School Age Daily and Weekly		
Meal Pattern Components and food items ¹	Age 6-12	Age 13-18 ²
Milk: Unflavored or flavored ³ 1% low fat, skim or fat-free	1 cup	1 cup
Meats/Meat Alternates ⁴	2 oz eq	2 oz eq
Vegetables ⁵	½ cup	½ cup
Fruits ⁵	¼ cup	¼ cup
Grains: Whole Grain-Rich or Enriched ⁶	1 oz eq	1 oz eq

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk after-school care and adult day care centers.

² At-risk after-school programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.

⁵ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁶ Must serve at least one whole grain-rich serving across all eating occasions, per day. Grain-based desserts may not be used to meet the grain requirement. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in




Menus and SFA Approval

The FSMC must adhere to the SFA provided twenty-one (21) day cycle menu for the first 21 days of meals served for SBP, NSLP, and afterschool snack.

Changes thereafter may be made with the approval of the SFA. 7 C.F.R. § 210.16(b)(1).

The FSMC is required to submit all menus to the CND at least two (2) weeks in advance for approval.



Advisory Committee Healthy Hunger Free Kids Act Public Law 211-296

This says:

The SFA shall ensure that an advisory board composed of parents, teachers, and students is established and functioning.

Responsibilities include assisting in the planning and approval of menus. 7 C.F.R. § 210.16(a)(8).

This is a good way to fulfill the requirement that the Wellness Committee reviews the menus served to students.



Labor and Professional Standards

Summary of Required Minimum Annual Training Requirements for School Nutrition Employees

Job Category	Annual Training Requirements*
Directors	12 hours
Managers	10 hours
All Other Staff (working 20 hours or more per week)	10 hours**
Part-Time Staff (working less than 20 hours per week)	10 hours**
Mid-year hires in all categories (January 1, or later)	One-half of training requirement for each job category
Temporary and acting employees, substitutes, and volunteers	Any annual training requirements are at the discretion of the State Agency and may be required within 30 days of the start date

* Annual training requirements apply to the 12 months between July 1 and June 30.

FSMC employees are held to the same professional standards and training standards as district employees working in the CNPs. Both USDA and Arkansas Professional Standards apply.

See Section X in the RFP.



Loan for Equipment Purchases

Not encouraged but allowed if:

- **Disclosed in the Original Solicitation**

- The possibility of a loan must be clearly stated in the **RFP** from the beginning.
- The **FSMC** provides a loan to the **SFA** to purchase necessary equipment.
- A formal **loan agreement** (Exhibit A) must be drafted and becomes part of the legal contract. See RFP
- This must be approved by the State Agency SA
- Amortization Schedule Required (Exhibit B) See RFP
- The repayment plan (schedule of payments, interest, etc.) must be agreed on before any payments begin.
- All equipment purchases must be procured properly according to federal and state procurement laws and regulations.

Insurance

SFA responsibility – Employee health, dental, vision

FSMC responsibility –

- Workers' Compensation,
- Unemployment,
- Comprehensive General Liability Insurance to include, but not limited to, Personal Injury Liability, Property Damage Liability, Contractual Liability, and Products Liability covering only the operations and activities of the FSMC under this agreement.

These and all other additional insurance must be included in the FSMC's administrative fee per meal and cannot be charged to the SFA in any manner. Minimum coverage shall be \$1,000,000 per incident/person.

The SFA shall keep its buildings, including the premises and all property contained therein, insured against loss or damage by fire, explosion, and similar casualties.

Insurance

The FSMC will not charge these costs back to the SFA. These costs will be covered in the administrative and management fees.

See Section CC for more details on insurance and indemnification.

This addresses insurance for employees as well as liability insurance and worker's comp.

Addendums and Assumptions

**Do not add any addendums
to the RFP**

**Do not change any language
by use of assumptions. The
language is complete and
does not need to be
changed.**

**This will cause the RFP to be
disqualified**



Renewals

Contract may be renewed annually for up to 4 years.

If any changes are made to the contract, they must be made at the time of the renewals. Any changes made to the contract must not cause a **material change**.

Price increases occur at the time of the renewal and are based on a standard measurable index.

Value exceeding the small purchase threshold.

50



Record Retention

The FSMC will provide the SFA all federally required records and shall not remove records from the SFA premises upon termination of the contract.

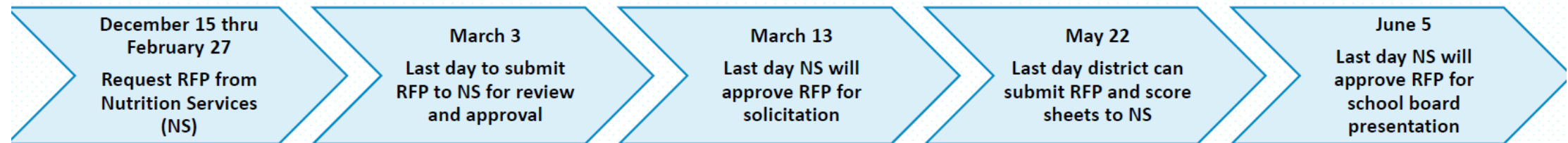
All records of the FSMC pertaining to the contract are non-propriety and shall be made available, upon demand, in an easily accessible manner for a period of five (5) years after the final claim for reimbursement for the fiscal year to which it pertains.

7 C.F.R. § 210.9(b)(17) and See page 15 of Arkansas General Records Retention Schedule (August 2006)

Part 2

Completing the RFP

RFP Dates and Timelines for 2026-2027



Contracts are not valid until approved in writing by Arkansas Nutrition Services



Steps in the RFP process



- | | | |
|--|--|--|
| 1. Program needs? | 2. Attend workshop | 3. Request RFP from State |
| 4. Complete RFP and return to state <ul style="list-style-type: none">• Make corrections/edits as needed | 5. Send to all registered FSMC | 6. Conduct preproposal meeting |
| 7. Assemble score team | 8. Receive proposals from FSMCs | 9. Score and rank RFPs using state score sheets. |
| 10. Send all score/rank sheets and proposals to state. | 11. State checks/approves and notifies district to go to school board. | 12. Board approves and signs contract. |
| 13. Send contract and board minutes to state | 14. State sends written approval to district. | |



Helper Documents

RFP Packet

Arkansas Department of Education, Division of Elementary and Secondary Education, Child Nutrition Unit.

This packet has been put together to give districts information needed to complete the RFP. We will review your RFP throughout the proposal process to ensure it is complete and in compliance with regulations set forth by the United States Department of Agriculture as well as any state and local laws and regulations that apply. Your completed RFP will become the legal contract between the school district and the food service management company.

We hope you find this information helpful as you go through the process. Please contact the Child Nutrition Unit at 501-324-9502 if you have any questions about the RFP or the process.

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	Action	Responsible Party	Deadline
O1	SOLICITATION BEGINS CNU has approved your RFP for solicitation. District sends RFP to all registered FSMCs in Arkansas. cc nancy.dill@ade.arkansas.gov List of FSMCs is included in the information packet attached to this email and on the CNU website.	CNU	Date <div></div>
O2	COORESPONDING WITH FSMC DURING OPEN SOLICIATION All FSMC must be provided the same information during solicitation. If clarification of the RFP is requested by an FSMC, all other FSMCs must be informed of the question and answer.	District	Date thru Date <div></div>
O3	RECIEVE, EVALUATE, & SCORE PENDING CONTRACT District Evaluation teams must promptly evaluate and score RFPs. Evaluation teams must have at least 3 but no more than 5 evaluators. Score sheets are included in the information packet attached to this email.	District	Date <div></div>
O4	SUBMIT RFPs TO CNU One Drive Folder is linked in email.* District submits signed score sheets & all RFPs to CNU for soft approval within no more than 5 calendar days of scoring. *All submission will be in the One Drive Folder from this point.	District	Date <div></div>
O5	CNU REVIEW Upon approval, CNU sends notification that the pending contract may go before the district school board.	CNU	Date <div></div>
O6	BOARD APPROVAL Upon board approval, district sends signed board minutes showing the	District	By Date <div></div>

21 Day Cycle Menu Templates

After-School


Insert School Name Here

Day 1	Insert menu items here by editing the text.
Day 6	Insert menu items here by editing the text.
Day 11	Insert menu items here by editing the text.
Day 16	Insert menu items here by editing the text.
Day 21	Insert menu items here by editing the text.

K-5 Breakfast Menu

← This district menu is to be used for the first 21 days of operation of this program, in accordance with 7 C.F.R. § 210.16(b)(1).



Insert School Name Here

Day 1	Day 2	Day 3	Day 4
Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.
Day 6	Day 7	Day 8	Day 9
Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.
Day 11	Day 12	Day 13	Day 14
Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.
Day 16	Day 17	Day 18	Day 19
Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.
Day 21	 <p>Don't Crack Under Pressure</p> <p>Shine today</p> <p>This institution is an equal opportunity provider, employer, and lender.</p>		

K-5 Lunch Menu

← This district menu is to be used for the first 21 days of operation of this program, in accordance with 7 C.F.R. § 210.16(b)(1).

Insert School Name Here

Day 1	Day 2	Day 3	Day 4	Day 5
Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.
Day 6	Day 7	Day 8	Day 9	Day 10
Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.
Day 11	Day 12	Day 13	Day 14	Day 15
Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.
Day 16	Day 17	Day 18	Day 19	Day 20
Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.	Insert menu items here by editing the text.
Day 21	 <p>GOOD FOOD = GOOD MOOD!</p> <p>This institution is an equal opportunity provider, employer, and lender.</p> 			

(SCHOOL LOGO HERE)

Insert here any salad bars, potato bars, condiments, toppings, etc. that the school district wants to offer.

DISCLAIMER
Please complete the full calendar to the left of this box, filling out each of the 21 days. **PLEASE DO NOT** input any more or any less than 21 days of menus.

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FSMC COMPLETES	
The administrative per-meal fee:	
The management per-meal fee:	
Administrative per-meal fee: student break	
Administrative per-meal fee : student lunch	
Administrative per-meal fee : student snack	
Administrative per-meal fee student supply	
Management per-meal fee: student break	
Management per-meal fee : student lunch	
Management per-meal fee : student snack	
Management per-meal fee- student supply	
Meal equivalency applies to adult meals, reimbursable student meals, a la carte, and they are billed separately. Catering is not billed. See Table of Contents "Catering"	
FFVP is NOT billed as a per-meal fee and meal equivalency. DO NOT INCLUDE FFVP.	
USDA Reimbursement rates are released annually from USDA. Meal equivalency rates are updated annually.	
Option B	The financial arrangements for food services are as follows: The SFA will cover all food and beverage operations. The service fee paid to the FFA labor.
IF the SFA chooses Option B, the fixed monthly fee will be:	
THE FSMC ENTIRELY	
FIXED MONTHLY FEE	
TOTAL MONTHS FOR 2026-2027	

___ **Option A** The financial arrangements for school food services are as follows:

The administrative per-meal fee	
The management per-meal fee	
Administrative per-meal fee: student breakfast	
Administrative per-meal fee : student lunch	
Administrative per-meal fee : student snack	
Administrative per-meal fee student supper	
Management per-meal fee: student breakfast	
Management per-meal fee : student lunch	
Management per-meal fee : student snack	
Management per-meal fee- student supper	

Meal equivalency applies to adult meals, reimbursable student meals, a la carte, and they are billed separately. Catering is not included. See Table of Contents "Catering"

FFVP is NOT billed as a per-meal fee and meal equivalency. DO NOT INCLUDE FFV

USDA Reimbursement rates are released each year from USDA. Meal equivalency rates are updated annually.

Option B The financial arrangements for the food services are as follows: The SFA will operate the food service operations. The service fee paid to the SFA will cover the labor.

IF the SFA chooses Option B, the fixed m	
	THE FSMC ENT
FIXED MONTHLY FEE	
TOTAL MONTHS FOR 2026-2027	

Completing the RFP

Items in Red are for the District to complete.

Items in Green are for the FSMC to complete.

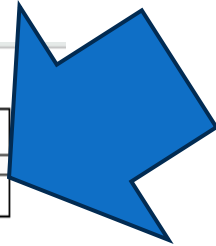


Select the Desired Option

**COST-REIMBURSABLE
FOOD SERVICE MANAGEMENT COMPANY
REQUEST FOR PROPOSAL AND CONTRACT
2026-2027 SCHOOL YEAR**



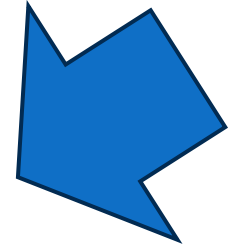
Cost Reimbursable (Option A)
Cost Reimbursable (Option B)



**FIXED PRICE
FOOD SERVICE MANAGEMENT COMPANY
REQUEST FOR PROPOSAL AND CONTRACT
2026-2027 SCHOOL YEAR
Arkansas Nutrition Services**



☐ Fixed Price (Option A)
☐ Fixed Price (Option B)



See RFP page 4 for definitions



Complete Information on Front of RFP

Local Education Agency (LEA) Name: _____

LEA Number: _____ Enrollment: _____

Send Sealed Proposals to:

_____ SFA Contact Person

_____ Address

_____ City, State, Zip

_____ Contact Phone Number

All proposals must be received by:

_____ Central Time _____ Date

To be completed by the SFA after the contract is awarded.

FSMC Awarded: _____ FSMC Name

Signing the Signature Page of this document shall constitute acceptance of all contract terms and responsibilities



Include Instructions
for Pre-proposal
Meeting

Include instructions
for proposal
submission

Continuation of the proposal.

A.

INSTRUCTIONS FOR PRE-PROPOSAL MEETING:

A pre-proposal meeting to review the RFP, clarify any questions, and tour the facilities with school personnel will be held on _____ Date, _____ Time, _____ Location, _____ Location Address.

FSMCs are required to attend (Must check one below).

☐ Yes

☐ No

See SA-provided templates for pre-proposal suggested meeting agenda, sign-in sheet, and instructions.

(SFAs must provide a minimum of two (2) weeks' notice to the SA representative and all offerors.) A SA representative may be present and must receive notice of the pre-proposal tour.

B. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Proposals may be delivered by the United States Postal Service, United Parcel Service, Federal Express, or another carrier of your choice. They may be hand delivered by an FSMC representative. Do not email or fax the submission. Late submissions will not be accepted.

SFA Contact _____

Address _____

City, State, Zip _____

Number of Proposal Copies Requested _____

1. Proposals must be submitted by _____ Date, _____ Central Time. Proposals will not be accepted after the deadline.



Include the District's Bid Protest Procedure

- SECTION 100.022.
3. Insert RFP Protest Procedure here: (If additional space is needed, you may attach a page.)

This should be part of the district's procurement procedures. The State Agency can provide sample language, but it must be your own procedure.

Indicate the Programs and Services Being Procured

Check what you want

Dates so we can keep the process moving

4. Please input the dates for the following SFA board meetings (this is for SA purposes).

April 2026: _____ May 2026: _____ June 2026: _____

5. This contract shall become effective on July 1, 2026, or a new date, with the termination date of June 30, 2027.

- If the SFA chooses another date to begin the contract, the termination date remains as June 30, 2027.
- The effective date may not occur prior to the date on which the contract is signed by the superintendent, school board, company representative, and SA.

C. INSTRUCTIONS FOR PROGRAMS AND SERVICES:

6. The SFA is procuring management of the following programs:

Note: Any program added after the contract has been awarded may constitute a material change, and the SFA may be required to rebid for FSMC services if the new program exceeds the Arkansas small purchase threshold set out in A. C. A. § 6-21-304(a)(1).

For more information on each program, refer to the corresponding page.

<input type="checkbox"/> National School Lunch Program (NSLP) Includes donated foods	Page 16
<input type="checkbox"/> School Breakfast Program	Page 17
<input type="checkbox"/> Seamless Summer Option (SSO)	Page 17
<input type="checkbox"/> After School Snack Program (ASP)	Page 17
<input type="checkbox"/> Fresh Fruits and Vegetable Program (FFVP)*	Page 17
<input type="checkbox"/> Summer Food Service Program (SFSP)**	Page 17
<input type="checkbox"/> Child and Adult Care Food Program (CACFP)**	Page 17
<input type="checkbox"/> A la Carte	Page 18
<input type="checkbox"/> Adult Meals	Page 18
<input type="checkbox"/> Catering	Page 16
<input type="checkbox"/> Contract Meals	Page 18

* The FFVP and catering are not calculated through meal equivalency or administrative and management fees per meal. Therefore, meal equivalency or administrative and management fees per meal cannot be charged to the SFA.

** Requires an approved application Special Nutrition.

Select the Services to be Managed by the FSMC

The SFA is completely responsible for the management of the program and is operated in compliance with Food and Nutrition Services (FNS) standards.

7. The SFA is procuring management of the following services:

<input type="checkbox"/> Recipe Development	<input type="checkbox"/> Point of Service (POS) and Meal Counting
<input type="checkbox"/> Recipe Crediting	<input type="checkbox"/> Staffing
<input type="checkbox"/> Menu Planning	<input type="checkbox"/> Staff Training
<input type="checkbox"/> Menu Forecasting	<input type="checkbox"/> Food Safety Plan (HAACP)
<input type="checkbox"/> Cycle Menus Breakfast – 21 days	<input type="checkbox"/> Food Safety Documentation
<input type="checkbox"/> Cycle Menus Lunch – 21 days	<input type="checkbox"/> Food Protection Manager Certification
<input type="checkbox"/> Cycle Menus After-School Snacks – 21 days	<input type="checkbox"/> Food Safety Reporting
<input type="checkbox"/> Cycle Menus FFVP – 21 days	<input type="checkbox"/> USDA Donated Foods Usage
<input type="checkbox"/> Production Records	<input type="checkbox"/> USDA Donated Foods Inventory
<input type="checkbox"/> Meal Modifications	<input type="checkbox"/> USDA Donated Foods Required Reporting
<input type="checkbox"/> Procurement – Specification, Bid, Award	<input type="checkbox"/> Inventory Management (Purchased Food)
<input type="checkbox"/> Procurement - Purchasing	<input type="checkbox"/> Financial Reporting
<input type="checkbox"/> Other**:	** Concessions cannot be a part of this contract

Check these as they apply.

8. The SFA is procuring management of the following services in which limitations apply:

<input type="checkbox"/> Claims Preparation (Enter Submit Only)
<input type="checkbox"/> Eligibility Determination – NSLP Free/Reduced Application approval
<input type="checkbox"/> USDA Donated Foods Ordering
<input type="checkbox"/> Use of USDA Donated Foods Processing (FSMC cannot enter processing agreements with the distributing agency. If the SFA elects to use processed end products, the FSMC will be required to use those products.)

FSMC can perform these services with limits.

9. Additional services and requests should be provided in the space below. The administrative and management fees per meal must include all items chosen by the SFA and may not be charged back to the SFA in any other manner.

--

Estimate the Number of Meal Service Days

11. The contract for meal service is based on an estimated number of regular serving days for the entire 2026-2027 SY. The number of meal service days may change in the following SY(s) and are only an approximation:

1. SBP/NSLP meal service days
2. Snacks (includes after school and at risk) service days.
3. SSO meal service days
4. SFSP meal service days
5. At risk supper service days

If the above answer reported a number of SSO or SFSP meal service days, use the table below to provide details on proposed program operations (check all that apply). The plans detailed here are subject to NS approval and are only an approximation:

	Congregate Feeding	Non-Congregate Feeding	Bulk Feeding	Home Delivery	Multiple Day Delivery/Pickup
Yes					
If yes, input the max. # of days	<input type="text"/> days	<input type="text"/> days	<input type="text"/> days	<input type="text"/> days	<input type="text"/> days Max # allowed is 5
No					

If the SFA would like to provide more details on SSO or SFSP meal service operations, please provide an explanation below.

Indicate the number of days for each type of meal.

Complete this information for summer meals (Seamless Summer Option through NSLP or Summer Food Service Program through CACFP)

Cafeteria Labor

D. INSTRUCTIONS FOR EMPLOYMENT

15. The SFA must always employ a Child Nutrition Director. Other employees will be (check all that apply):

- ☐ Retained by the SFA - As SFA positions are vacated, the SFA will hire for those positions as appropriate based on meals per labor hour (MPLH), average daily participation (ADP), menus, or other acceptable formulas. The SFA will be responsible for substitutes for their respective positions.
(This box must be checked if the SFA marks "Yes" for retaining any positions listed on the labor worksheet on page 46).
- ☐ Employed by the FSMC - As FSMC positions are vacated, the FSMC will hire for those positions as appropriate based on meals per labor hour (MPLH), average daily participation (ADP), menus, or other acceptable formulas. The FSMC will be responsible for substitutes for their respective positions.
(This box must be checked if the SFA wants the FSMC to provide its own positions).
- ☐ Employed by the FSMC - As SFA positions are vacated, the FSMC will hire for those positions as appropriate based on meals per labor hour (MPLH), average daily participation (ADP), menus, or other acceptable formulas. The FSMC will be responsible for substitutes for those respective positions.
(This box must be checked if the SFA marks "No" for retaining any positions listed on the labor worksheet on page 46.)

Specific details concerning employment MUST be included in the labor worksheets.

16. The SFA shall provide the FSMC with the number of current employees, assigned locations, and labor hours on the **Labor Worksheet**.

17. The FSMC shall provide the SFA with the number of proposed employees to hire, assigned locations, and labor hours on the **FSMC Labor Worksheet**.

The district must indicate how they want to handle staffing.

District and FSMC must complete labor worksheets in the RFP.

Professional Standards Apply to FSMC and District Child Nutrition Employees

18. The SFA must ensure that both SFA and FSMC employees meet the professional standards related to both hiring and training, as defined in 7 C.F.R. § 210.30(b).

District indicate if you want FSMC employees to attend State Agency Training

- ☐ The SFA will require that FSMC site managers and dining directors attend the SA Certification training provided each summer. If required by the SFA, costs incurred (registration, travel, and hotel) may be billed to the SFA with proper documentation).
- ☐ FSMC Managers and Directors will be required to maintain all continuing education/training standards, including specific topics listed in 7 C.F.R. § 210.30(c)(d)(e) and set out in SP 05-2020. This is not optional. This box must be checked.
- ☐ SFAs will require FSMC Managers and Directors to be held to the professional hiring standards set out in 7 C.F.R. § 210.30(b). If FSMC employees have Director and Manager duties, FNS requires certain standards to be met as set out in SP 05-2020. This is not optional. This box must be checked.
- ☐ The SFA will have final approval regarding the hiring of the FSMC's site managers and directors. (FSMC Guidance for SFAs - May 2016, 45). This is not optional. This box must be checked.

Attachments to the RFP

creating procedures applied

F. INSTRUCTIONS FOR ALLOWABLE ATTACHMENTS:

Revenue and
Expenditure Reports

Reimbursement
Claims

21 Day Cycle Menus

22. Attach eFinance reports from APSCN – Detailed Expenditure Report for Fund 8000 (EXPSTA-11) and Detailed Revenue Report for Fund 8000 (REVSTA-31) for period 13 of SY 2024-2025.
23. For traditional 4 or 5-day week schedules, attach the October 2025 Claim from the SA Claims System for SY 2025-2026. For year-round schedules, attach both October and November 2025 claims.
24. Using the provided calendar menu templates, attach an SFA twenty-one (21)-day menu cycle including all age/grade groups for lunch, breakfast afterschool snack, and FFVP, if applicable. If the SFA is rebidding a contract, remove all names and details of the current FSMC from menus or replace them with your own menus. The SFA must provide menus for all procured programs even if the SFA does not currently operate those programs. SFA menus provided must be followed by the FSMC for the first 21 days of meal service in accordance with 7 C.F.R. § 210.16(b)(1).
25. Attach an SFA SY 25-26 calendar.
26. Attach an FSMC twenty-one (21) day menu cycle including all age/grade groups for lunch, breakfast, afterschool snack, and FFVP, if applicable. Menus must be in calendar form for all age/grade groups and meals being procured in the proposal.
27. If the SFA has checked that it is procuring the SFSP program the FSMC must attach a bid bond and performance bond for the SFSP program in accordance with 7 C.F.R. 225.15(m)(5-7) and SFSP 13-2014. See table of contents for details on the SFSP program.

Few attachments are
allowed.

Guarantees and Loans

- If the district does not request a guarantee or a loan for allowable expenses, the FSMC should not offer this in their proposal. This is overly responsive and will cause the proposal to be disqualified.

28. If the SFA is requesting a monetary guarantee in this proposal, indicate in the following boxes:

- ☐ Yes – The SFA requests the FSMC provide a monetary guarantee. Amount: _____
If yes, the SFA must check one of the boxes below.
 - ☐ This monetary guarantee will be renewed each year with potential adjustments as detailed in the optional renewal form.
 - ☐ This monetary guarantee will not be renewed.
- ☐ No – The SFA does not request the FSMC provide a monetary guarantee.

29. If the SFA is requesting a loan for equipment purchases, check the following as applicable:

- ☐ Yes - The SFA requests the FSMC provide a loan for allowable expenditures up to but not to exceed _____.
If yes, fill out the loan agreement (Exhibit A – See Table of Contents) by September 1, 2026. The SFA and the FSMC must fill out an amortization schedule for SA approval prior to any loan purchases or payments. See the Table of Contents for NS-recommended template for the amortization schedule (Exhibit B).

Provide a plan for loan purchases (this is subject to NS approval and is only approximation);

Exhibit A and Exhibit B

q. Exhibit A
Loan for Allowable Expenditures
 Food Service Management Company Contract
 2025-2027 School Year
To be completed by the district.

☐ N/A – Check this box if the SFA did not request a loan.

*Note: Loans are not allowed in CACFP or SFSP contracts.

Section 1

School District (Borrower) _____ LEA _____
 Food Service Management Company (Lender) _____

Section 2

Principal (loan amount) _____ (total amount of loan not to exceed contract amount)
 Term of the loan _____ (total months)
 Interest: 0.00% **The boxes below must be checked:**

- ☐ The loan must not exceed the originally solicited amount. Any excess amount will be considered an unallowable expense to the SFA's NPSFSA.
- ☐ The FSMC cannot provide the SFA with a loan exceeding the originally solicited amount. This will be considered overly responsive and cause to disallow the FSMC's proposal.
- ☐ If the loan exceeds the originally solicited amount, the SFA would be liable for any excess amount, and this could be considered cause for termination of the contract.
- ☐ All equipment purchased will be on the SA-approved equipment list or have prior SA approval. The SFA must give final approval for all equipment and services purchased.
- ☐ All equipment and services will be reasonable as defined on page 16.
- ☐ All equipment and services will be necessary as defined on page 16.
- ☐ All equipment and services will be allocable as defined on page 16.

Section 3

1. Equipment/Service: _____
☐ Site: _____
☐ Estimated cost: _____
☐ Attach specifications
☐ Attach photo
2. Equipment/Service: _____
☐ Site: _____
☐ Estimated cost: _____
☐ Attach specifications
☐ Attach photo
3. Equipment/Service: _____
☐ Site: _____
☐ Estimated cost: _____
☐ Attach specifications
☐ Attach photo
4. Equipment/Service: _____
☐ Site: _____
☐ Estimated cost: _____
☐ Attach specifications
☐ Attach photo

r. Exhibit B

Amortization Schedule for Loans for Allowable Expenses
To be completed by the district.

☐ N/A – Check this box if the SFA did not request a loan.

School District (Borrower) _____ LEA _____
 Food Service Management Company (Lender) _____
 Principal (loan amount) _____ (total amount of loan not to exceed contract amount)
 Term of the loan _____ (total months) Payment _____ Final payment _____

Month	Principal	Payment	Interest	Balance
			0.00%	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

S. SFA LABOR WORKSHEET

List all current SFA employees. If currently outsourced, list all FSMC positions (including FSMC administrative positions) currently employed in the program. (Additional pages may be added as needed).

**Would not apply to contracts where there is no labor option. Leave form blank and check the N/A box.
If labor option applies, complete all columns.**

FSMC Administrative Labor

T. FSMC ADMINISTRATIVE LABOR WORKSHEET

FSMC administrative labor is the work performed by FSMC employees who support the FSMC's operation and administration, typically in an office setting performing a variety of tasks. This does not include site managers or workers serving and preparing food at sites.

Will the SFA set a cap for FSMC administrative labor (includes dining directors, administrative assistants, and other administrative FSMC positions)?

☐ Yes ☐ No

If yes, set the dollar amount cap here: \$ _____

The table is to be completed by the FSMC for all proposed FSMC administrative labor positions. Please refer to the cap set by the SFA above.

Site or School	Position Title	Hourly Wage or Annual Salary	Daily Hours Worked	Number of Days Worked per Year
		Total: _____	Total: _____	

This is to avoid \$2-300,000.00 in administrative salaries being paid from the non-profit account.

U. FSMC SITE LABOR WORKSHEET

This table is to be completed by the FSMC for all proposed FSMC site labor positions (including site managers or workers serving and preparing food at sites, as well as warehouse workers if applicable). **Do not include FSMC administrative labor from the previous page.**

Site or School	Position Title	Hourly Wage or Annual Salary	Daily Hours Worked	Number of Days Worked per Year
		Total: _____	Total: _____	

Districts note the salaries that are to be paid by the district in cost reimbursable contracts.

Scoring and Evaluating the Proposals

The SFA must evaluate the proposals using the scoring criteria advertised in the solicited RFP.

Table below must be filled out by the SFA.

Weight	Criteria
____ points (minimum of 40)	Price/cost (consider fees per meal, labor, and projected food cost)
____ points (minimum of 10)	21-day cycle menus (breakfast, lunch, afterschool snack, & FFVP if applicable)
____ points (limit of 10)	Business practices, efficiency, effectiveness, overall plan of operation.
____ points (limit of 05)	Experience/references (must not include prior experience with SFA)
____ Points (limit of 5)	Promotion/marketing of food service program
____ Points	Billing and reporting systems (consider asking for sample invoices)
____ Points	Personnel management, recruiting, training, required certifications, structure.
____ points	Involvement of students, staff, and patrons (must not include scholarships or any other items of monetary value)
____ total (maximum of 100)	

*If the SFA elects to enter a negotiation phase, provide the SFA's predetermined cutoff score: ☐ This will be the sum of scores from each scoring member.

Score and Rank System

Scoring proposals will be accomplished using the SA-required score/ranking sheets. Each individual scoring team member will score each RFP individually and rank each FSMC according to their numerical score.

Negotiation Phase of Contract Award*

Negotiation phase must be included in the original solicitation and cannot be added during scoring.

☐ SFA - check this box if the information below is applicable. See table of contents for negotiations.

Based on scoring results the SFA may elect to enter a negotiation phase based on a predetermined cut off score or rank of all proposals received. FSMCs not meeting the predetermined cut off score will be informed in writing via email. Check the box above if the SFA wants to have the option to enter a negotiation phase in the RFP process.

Districts must score the RFP using the same scoring criteria and weighted values advertised in the RFP. This does not change.

If a negotiation phase is entered, it must be revealed in the RFP. Negotiations are only based on price. No other scoring factors are considered.

FSMC Proposed Fees Options A and B

Cost Reimbursable Contracts

II. FSMC INFORMATION/PROPOSED FEES SFA MUST SELECT "A" or "B". FSMC COMPLETE BASED ON OPTION

IF THE SFA REQUESTS A MONETARY GUARANTEE OR LOAN FOR ALLOWABLE EXPENDITURES, THE FSMC MUST ACKNOWLEDGE THIS BY CHECKING THE RESPECTIVE BOX BELOW.

☐ The FSMC agrees to the SFA-requested monetary guarantee.
Guarantees can be renewed depending on the original solicitation. Guarantees cannot be part of award criteria if not requested by the SFA in the original solicitation. DO NOT check unless requested by the SFA or the proposal may be disqualified.

☐ The FSMC agrees to the SFA-requested loan for equipment purchases.
Loans cannot be part of award criteria if not requested by the SFA in the original solicitation. DO NOT check unless requested by the SFA or the proposal may be disqualified.

FSMC PRICING AND FEES
SFA TO SELECT THE DESIRED OPTION FOR THIS COST REIMBURSABLE PROPOSAL

Option A The financial arrangements between the SFA and FSMC for the management of the school food services are as follows:

FSMC COMPLETES THE INFORMATION BELOW FOR THE 2026-2027 SY

The administrative per-meal fee represents all overhead costs to the FSMC for program operations.
The management per-meal fee represents the FSMC profit. *FSMC Guidance for SFAs– May 2016.*

Administrative per-meal fee: student breakfast	
Administrative per-meal fee : student lunch	
Administrative per-meal fee : student snack	
Administrative per-meal fee student supper	
Management per-meal fee: student breakfast	
Management per-meal fee : student lunch	
Management per-meal fee : student snack	
Management per-meal fee- student supper	

Meal equivalency applies to adult meals, non-student meals, non-reimbursable student meals, a la carte, and other cash sales unless they are billed separately. Catering is not billed in meal equivalents. See Table of Contents "Catering"
FFVP is NOT billed as a per-meal fee and is NOT converted to meal equivalency. **DO NOT INCLUDE FFVP.**
USDA Reimbursement rates are released each SY when received from USDA. Meal equivalency rates are updated at that time.

Option B The financial arrangements between the SFA and FSMC for the management of the school food services are as follows: The SFA will reimburse the FSMC for items purchased for meals and program operations. The service fee paid to the FSMC will be a fixed monthly rate. This option may or may not include labor.

IF the SFA chooses Option B, the fixed monthly rate will be adjusted annually based on the current CPI.

THE FSMC ENTERS THE MONTHLY FEES FOR THE 2026-2027 SY			
FIXED MONTHLY FEE	# OF DAYS IN DISTRICT	/WEEK	/MONTH
TOTAL MONTHS FOR 2026-2027 SY		TOTAL FEES FOR 2026-2027 SY	

Option A The financial arrangements between the SFA and FSMC for the management of the school food services are as follows:

FSMC COMPLETES THE INFORMATION BELOW FOR THE 2026-2027 SY

The administrative per-meal fee represents all overhead costs to the FSMC for program operations.
The management per-meal fee represents the FSMC profit. *FSMC Guidance for SFAs– May 2016.*

Administrative per-meal fee: student breakfast	
Administrative per-meal fee : student lunch	
Administrative per-meal fee : student snack	
Administrative per-meal fee student supper	
Management per-meal fee: student breakfast	
Management per-meal fee : student lunch	
Management per-meal fee : student snack	
Management per-meal fee- student supper	

Option B The financial arrangements between the SFA and FSMC for the management of the school food services are as follows: The SFA will reimburse the FSMC for items purchased for meals and program operations. The service fee paid to the FSMC will be a fixed monthly rate. This option may or may not include labor.

IF the SFA chooses Option B, the fixed monthly rate will be adjusted annually based on the current CPI.

THE FSMC ENTERS THE MONTHLY FEES FOR THE 2026-2027 SY			
FIXED MONTHLY FEE	# OF DAYS IN DISTRICT	/WEEK	/MONTH
TOTAL MONTHS FOR 2026-2027 SY		TOTAL FEES FOR 2026-2027 SY	

FSMC Proposed Fees

Fixed Rate Contract

SFA MUST CHOOSE "A" or "B". FSMC MUST COMPLETE BASED ON OPTION

II. FSMC INFORMATION/PROPOSED FEES

IF THE SFA REQUESTS A MONETARY GUARANTEE OR LOAN FOR INVESTMENT, PLEASE CHECK THE RESPECTIVE BOX BELOW. THE FSMC MUST COMPLETE THE GREEN EXPLANATION SECTION, IF APPLICABLE.

- ☐ The FSMC agrees to the SFA-requested monetary guarantee. Guarantees can be renewed depending on the original solicitation. Guarantees cannot be part of award criteria if not requested by the SFA in the original solicitation. DO NOT check unless requested by the SFA or the proposal may be disqualified.
- ☐ The FSMC agrees to the SFA-requested loan for allowable expenditures. Loans cannot be part of award criteria if not requested by the SFA in the original solicitation. DO NOT check unless requested by the SFA or the proposal may be disqualified.

☐ **Option A** – The financial arrangements between the SFA and FSMC for the management of the school food services are as follows:

FSMC COMPLETES THE INFORMATION BELOW FOR THE 2026-2027 SY	
*Fixed per-meal fee: student breakfast	
*Fixed per-meal fee: student lunch	
*Fixed per-meal fee: student afterschool snack	
*Fixed per meal fee: student supper	
The meal equivalent factor for the 2026-2027 school year – to be applied to all cash sales. This includes individual items or a la carte sales, non-student (adult) meals, and non-reimbursable meals. Cash from catering events is not included in meal equivalency. FFVP is NOT billed as a per-meal fee and is NOT converted to meal equivalency. DO NOT INCLUDE FFVP.	Formula for Meal Equivalency Dollar amount of cash sales ÷ Total free reimbursement rate for lunch + Per meal value of USDA donated foods + Performance based reimbursement + Arkansas state matching rate for lunches served in the previous year = Meal Equivalency Rate
USDA Reimbursement rates are released each SY when received from USDA. Meal equivalency rates are updated at that time.	

☐ **Option B** – The financial arrangements between the SFA and FSMC for the management of the school food services are as follows:

FSMC COMPLETES THE INFORMATION BELOW FOR SERVICES PROVIDED IN THE 26-27 SY	
Monthly Fee (Number of Actual Days Present in SFA: ___/week ___/month)	
Number of Months	
Total for School Year	

If the SFA chooses Option B, the monthly fee will be adjusted each year at the time of renewal based on the CPI.

unless requested by the SFA or the proposal may be disqualified.

☐ **Option A** – The financial arrangements between the SFA and FSMC for the management of the school food services are as follows:

FSMC COMPLETES THE INFORMATION BELOW FOR THE 2026-2027 SY	
*Fixed per-meal fee: student breakfast	
*Fixed per-meal fee: student lunch	
*Fixed per-meal fee: student afterschool snack	
*Fixed per meal fee: student supper	
The meal equivalent factor for the 2026-2027 school year – to be	Formula for Meal Equivalency

☐ **Option B** – The financial arrangements between the SFA and FSMC for the management of the school food services are as follows:

FSMC COMPLETES THE INFORMATION BELOW FOR SERVICES PROVIDED IN THE 26-27 SY	
Monthly Fee (Number of Actual Days Present in SFA: ___/week ___/month)	
Number of Months	
Total for School Year	

If the SFA chooses Option B, the monthly fee will be adjusted each year at the time of renewal based on the CPI.



Criteria for Weighted Content

Criteria Submissions – to be filled out by the FSMC

Do not include any conditions, products, gifts, awards, services, benefits, bonuses, dividends, perquisites, gratuities, or other items that are not part of this solicitation by the SFA. Doing so will be considered overly responsive, and the proposal will be disqualified.

Briefly explain the price/cost (Max – 200 words)

Districts must read these submissions carefully.
Make sure that there is nothing overly responsive in
any of the content.
There is a box for each weighted criteria.

Briefly explain the FSMC's 21-day cycle menus (Max – 200 words):

Contract Signature Page

VII. CONTRACT SIGNATURE PAGE

The FSMC and the SFA certify that they shall operate in accordance with all applicable state and federal regulations, that all terms and conditions within the Bid Solicitation shall be considered a part of the contract and are binding. Any misstatements in the document shall be treated as fraudulent. This agreement shall be in effect for one (1) year and may be renewed for four (4) additional one-year periods.

LEA

Superintendent Signature

School Board President Signature

Date

FSMC

Signature

Title

Date

This contract is not valid until reviewed by the Arkansas Department of Education, Division of Elementary and Secondary Education, Nutrition Services. The FSMC is not authorized to begin performance until the contract letter of approval has been received by the SFA. The SFA may not use child nutrition funds to pay the FSMC until an official letter of approval is received.

This contract constitutes the entire agreement between the SFA and the FSMC and may not be changed, extended orally, or altered by cause of conduct. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.

In the event of a conflict among any of the terms of the contract, such conflicts shall be resolved by referring to the contract documents in the following order of propriety: SFA's Request for Proposal; followed by the FSMC proposal documents; followed by the contract. No modification or amendment to a contract shall become valid unless it is made in writing, approved by the SA, and signed by all parties.

THIS SECTION IS FOR NUTRITION SERVICES USE ONLY. DO NOT WRITE IN THIS SECTION.

NS APPROVER SIGNATURE: _____ DATE: _____

Contract is not valid until signed by Superintendent, School Board President, FSMC Representative, and reviewed by the State Agency.

Thank you

Arkansas Nutrition Services

501-324-9502

Nancy Dill, MS, RD, SNS

nancy.dill@ade.arkansas.gov