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**Request for Proposal
School Food Service Management Contract**

School Year: 2025/2026

Proposal Due Date: December 24th 2025

School Food Authority (SFA):

West Central Regional Juvenile Center

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Legal Notice

Attention: Food Service Management Companies

The West Central Regional Juvenile Center (WCRJC) is an entity of Clay County Minnesota and is a registered School Food Authority (SFA) with the Minnesota Department of Education. As such, the WCRJC is requesting proposals for school food service management services. The Food Service Management Vendor would provide management services according to requirements of the U.S. Department of Agriculture and the Minnesota Department of Education.

To obtain a copy of the Request for Proposals, contact:

James O'Donnell, Superintendent WCRJC
729 11th St N.
Moorhead, MN 56560
james.odonnell@claycountymn.gov

Food Service Management Companies may submit proposals to:

Stephen Larson, Administrator
3510 12th Ave S
PO Box 280
Moorhead, MN 56560

Clay County/WCRJC reserves the right to reject any proposal for a sound, documented reason or to reject all proposals if there are an insufficient number of proposals.

A mandatory pre-proposal meeting will be held on 18 December 2025 at 11:00AM
at 729 11th St N. Moorhead.

If a company is unable to attend, an alternative meeting will be held on 23 December 2025
at 11:00AM at 729 11th St N. Moorhead.

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All proposals must be submitted no later than: December 24th 2025 @ 16:30 .

All proposals should be delivered in a sealed envelope and addressed to:

Stephen Larson, Administrator
3510 12th Ave S.
Moorhead, MN 56560

All proposals should be clearly marked: Food Service Management Proposal, as previously indicated in the RFP for the county.

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Letter to Food Service Management Companies (template)

The WCRJC (SFA) will be accepting proposals for the management of the school food service operation for the forthcoming school year. A mandatory pre-proposal meeting is scheduled for 18 December 2025 at 11:00AM at 729 11th St N. Moorhead.

A copy of the Request for Proposal is enclosed

The contracting process is strictly controlled by U.S. Department of Agriculture procurement regulations and any applicable Minnesota laws. Please clear all contact with any district personnel, vendors, contractors or board members with me. Any attempt to unduly influence district staff, administration, vendors, contractors or board members will automatically disqualify your Vendor.

If I can provide more information, please call 218-299-5175.

Sincerely,

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James O'Donnell, Superintendent WCRJC

Purpose:

This solicitation requests proposals for the operation and management of a school food service for the School Food Authority (SFA) identified in this solicitation, referred to as the SFA. A proposal may be submitted by a Food Service Management Company, referred to as the Vendor, in compliance with the procedures and timelines described here. Procurement of the contract will be conducted in a manner that provides maximum open and fair competition as provided in 2 Code of Federal Regulations (CFR) 200.319(a) and (b).

Providing maximum open and fair competition means:

- Avoid placing unreasonable requirements on firms for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Noncompetitive contracts to consultants that are on retainer contracts
- Noncompetitive pricing practices between firms or between affiliated companies
- Organizational conflicts of interest
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement
- Any arbitrary action in the procurement process

Procurement methods are to be implemented according to 2 CFR 200.320. These methods of procurement must be followed. The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and 2 CFR 200.317, 200.318, and 200.319. A Vendor must submit its proposal to meet the requirements described here, including attachments provided here that require information from the Vendor. Responsive proposals submitted by a Vendor will be evaluated by the SFA for award of the contract. Evaluation criteria in addition to low price are listed. The SFA, based on evaluation of the proposals including price, will award and sign the contract with the Vendor that submits the proposal awarded the most points.

A. Intent:

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This solicitation is for the purpose of entering into a contract for the operation of a public school food service for the WCRJC referred to here as the school food authority (SFA). Food Service Management Vendor submitting a proposal is referred to here as “Vendor.”

A Site Data page is attached with details for each site requiring food services.

B. Contract Type

The contract will be for a period beginning on **February 7th 2026 and end June 30th 2026.** If agreed upon by both the county and the vendor the contract will renew for one additional year (July 1st 2026 through June 30th 2026) at the agreed rate plus an annual adjustment equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home.

Subsequent annual renewals may be made under the same terms for yearly contracts. Renewal options will be available 3 additional years through June 30th 2029. All contracts will need to be re-bid for services provided after June 30th 2029.

The contract will be for **fixed meal prices**. The standard contract template provided by the Minnesota Department of Education (MDE) must be used for the contract. **No changes or addendums may be made to the standard contract unless preapproved by MDE.**

Addendums attached after the original contract is assigned will be null and void if not preapproved by MDE. Unapproved addendums found because of a State Agency review of the SFA’s operations will result in the contract being required to be re-bid the following school year.

- *Note: MDE provides a standard food service contract that must be used to meet program requirements. This contract will be provided to the Vendor selected by the county to provide food services. This contract will be signed in addition to the Contract for the Clay County Correctional Facility and the Detox Facility.*

The standard contract may be terminated for cause by either party with 60 days’ notice. The contract may be terminated for convenience only upon mutual agreement of both parties.

The contract will be renewable for additional one-year periods, if mutually agreed to by SFA and Vendor, for up to four one-year contracts after the original contract. Price adjustments

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for renewed contracts will be limited to a Consumer Price Index (CPI) percentage announced by MDE each year.

C. Procurement Method

Procurement transactions for the expenditure of SNP funds must be conducted in a manner that provide for full and open competition consistent with program regulations, applicable federal grants management standards in 2 CFR Parts 200 and 400, and applicable state law.

D. Proposal Submission and Award

Sealed proposals are to be submitted in a sealed envelope and marked “Food Service Management Proposal,” (as outlined in the county’s RFP) to:

Stephen Larson, Administrator
3510 12th Ave S.
Moorhead, MN 56560

The SFA reserves the right to reject any proposal for a sound, documented reason, and to reject all proposals if an insufficient number of proposals is received.

To be considered for award of contract, a Vendor must submit a complete response to this solicitation using the standard templates and forms provided. **No modification may be made to the standard templates and forms.**

Award will be made to a qualified and responsible Vendor whose proposal is most responsive to this solicitation.

A Vendor and its authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. Failure to do so will be at the Vendor's risk and relief cannot be secured on the plea of error. SFA is not liable for any cost incurred prior to the signing of the contract by both parties.

If additional information is required, please contact James O’Donnell at (james.odonnell@claycountymn.gov or 218-299-5175.

E. Pre-Proposal Meeting

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A pre-proposal meeting to review the specification, clarify any question and conduct a walk-through of the facilities with the WCRJC will be held on 18 December 2025 at 11:00AM at 729 11th St N. Moorhead.

F. Gifts from the Vendor

SFA's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under state law, rules or regulations, such standards will provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standards.

G. Selection of Manager

SFA reserves the right to interview and approve the on-site food service manager.

H. Employees

Clay County Employees will remain as Clay County Employees. As an independent contractor, the Food Service Management Company shall retain control over its employees and agents.

I. Meals Equivalents for a La Carte Foods

If applicable - The meal equivalency factor for school year 2025 -26 is \$5.00. The factor is based on the School Year 2024 - 25 rates of federal and state reimbursement for a free school lunch plus the per-meal USDA Foods entitlement value. The meal equivalency factor will be used to determine the number of meals that the a la carte food service is equivalent to, for the purpose of paying Vendor for the a la carte food service at the fixed meal price paid per school lunch. Net a la carte revenue (excluding catering) will be divided by the equivalency factor of \$5.00 to determine the number of equivalent lunches for payment to the Vendor. The factor will be updated for any year that the contract is renewed.

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J. Cost and Fees

The Vendor will be responsible for the food service costs that are listed in the Cost Responsibility attachment. **The fixed per-meal prices proposed by Vendor on the MDE Price Proposal sheet will be the complete expenses due to Vendor without any other charges allowed for costs.**

K. Evaluation Criteria

Proposals will be evaluated by a committee using the attached evaluation criteria and the weight of each criterion as shown. The Committee will make a recommendation to the Clay County Board. The Clay County Board will have the final decision on awarding any contract.

L. Food Substitutions

Vendor will meet the following requirements for food substitutions and modifications:

1. The federal requirement to provide meal substitutions and modifications for students due to a disability. Vendor may bill the WCRJC/SFA, in addition to the fixed meal price, for excess costs incurred to provide required substitutions or modifications.
2. The state requirement (Minnesota Statutes, section 124D.114) to provide lactose-reduced milk for students with lactose intolerance.

M. Free and Reduced-Price Meal Eligibility

The WCRJC will be responsible for and implement the free/reduced-price meal eligibility processes, including distribution of meal applications, approval/denial and verification of applications, hearings/appeals, and direct certification.

N. USDA Foods

If the WCRJC/SFA and the Vendor agree to using USDA foods as part of the meals, the Vendor will provide credits to SFA for USDA Foods that are received at the warehouse or processor for SFA for the contract year. The credits will reduce the amount due from SFA to Vendor under the

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contract. If USDA foods are ordered on behalf of the SFA, The Vendor will provide credits to the SFA whether the Vendor uses the USDA Foods or does not. Vendor will provide credits to SFA on applicable monthly bills unless MDE accepts a different crediting schedule upon review of the draft contract to be awarded. The Total USDA Foods Value amount at the bottom of the USDA Foods Received Report for the Auditor is the correct and final amount that is owed to the school from the Vendor for the year once all trucks have been received and the final report for the SY is posted on the MDE website.

O. Additional Requirements

- I. Proposers must operate all Child Nutrition Program meals in accordance with NSLP and SBP regulations, USDA meal patterns, Buy American rules, and MDE policy. Proposers must include sample menus, 21-day menu cycle, production records, food specification adherence, and a Food Safety/HACCP plan.
- II. If USDA Foods (commodities) are provided during the contract year, the SFA retains title and will provide crediting instructions. Proposers must describe how they will handle USDA Foods: storage, inventory, accounting, and credit documentation. Quote fixed per-meal prices as if no USDA Foods are available; credits will be applied separately to the SFA account, if commodities are used in meals.
- III. Proposed on-site managers will need to provide proof ServSafe/SafeServ certification. Being that food will only be delivered to the WCRJC, background checks will be subject to the Clay County Correctional Facility standards.
- IV. The FSMC will need to provide a Food Safety/HACCP plan upon request.
- V. The WCRJC will have access to the FSMC financial records as they apply expenses specific to food service expenses/revenues per federal and MDE regulations, to comply with the NSLP standards.

P. Minimum Food Specifications

- I. Minimum Food Specification and Quality must comply with all NSLP standards.

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- II. No pork products in meals can be provided to the WCRJC.

- III. Meat/Seafood – All meats, meat products, poultry products, and fish must be government inspected.
 - a. Beef, lamb and veal shall be USDA Grade Choice or better.
 - b. Pork shall be U.S. No. 1 or U.W. No. 2,
 - c. Poultry shall be U.S. Government Grade A.
 - d. Seafood to be top grade, frozen fish – must be a nationally distributed brand, packed under continuous inspection of the USDA.

- IV. Dairy Products – All dairy products must be government inspected.
 - a. Fresh eggs, USDA Grade A or equivalent, 100 percent candled.
 - b. Frozen eggs, USDA inspected.
 - c. Milk, pasteurized Grade A.

- V. Fruits and Vegetables
 - a. Fresh fruits and vegetables selected according to written specifications for freshness, quality and color – U.S. Grade A Fancy.
 - b. Canned fruits and vegetables selected to requirements – U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
 - c. Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

- VI. Baked Products
 - a. Bread, rolls, pies, cakes and puddings either prepared or baked on the premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable.

- VII. Staple Groceries
 - a. Staple groceries to be a quality level commensurate with previously listed standards.

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VIII. All food labels and menu ingredients are to be shared with the WCRJC and MDE upon request.

Q. Forms and Assurances

The following forms must be returned with the RFP response where indicated. Other forms are provided to assist you with making a proposal.

Form A: Independent Price Determination Certificate – Return with RFP

Form B: Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion – Return with RFP

Form C: Certification Regarding Lobbying – Return with RFP

Form D: Site Data – FYI

Form E: Cost Responsibility Detail – FYI

Form F: Evaluation Criteria – FYI

Form G: WCRJC Projected Reimbursement Revenues – FYI

Form H: Price Proposal – Return with RFP for WCRJC Admin info/use only. *Please Note that the price proposal on the County’s RFP is what will be used to make contracting decisions.*

Form I: Sample SFA Contract – FYI

Form J: Assurance of Civil Rights Compliance Certification – Return with RFP

Form K: CLICs Claims January-March 2025 – FYI

Form L: Sample SFA Menu Cycle

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