



NEVADA DEPARTMENT OF AGRICULTURE (NDA)
SCHOOL NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT COMPANY (FSMC) SERVICES &
VENDED MEAL COMPANY (VMC)
Standard Contract Extension/Renewal Template

School Year 2026-2027

School Food Authority (SFA): Lyon County Schools Year of Original Contract 2025

SFA's address: 25 E. Goldfield Ave., Yerington, NV 89447

Phone number: 775-463-6800

Fax number: _____

Date Issued: _____

Extension Due Date: 5/14/2026

Extension Due Location: NDA

Contract Type (check one)

- Cost-reimbursable Fee
- Fixed price per meal

Provider Type (check one)

- FSMC
- VMC

For fixed price per meal contracts, proposed price per meal, indicate N/A if not providing:

- National School Lunch Program (NSLP) 3.4294
- School Breakfast Program (SBP) (2:1) 3.4294
- After School Care Snack (ASCS) (3:1) 3.4294
- Fresh Fruit and Vegetable Program (FFVP)
- Summer Food Service Program (SFSP) B'fast (2:1) 3.4294 Lunch 3.4294

Procurement Officer:

Procurement Officer Phone Number:

Procurement Officer Fax Number:

Procurement Officer Email Address:

STANDARD NDA FSMC/VMC RFP/CONTRACT EXTENSION/RENEWAL DISCLAIMER PAGE

Disclaimers:

- This is the approved template for the Nevada Department of Agriculture (NDA) no edits or revisions can be made to any areas within this document that are not already designated as editable.
- SFA may not change the contract type agreed to in the original contract. Any change would be considered material and require the SFA to begin its procurement process again to ensure all Offerors have the same opportunity.
- Contract type may not change during the annual renewal/extension process as this is also considered to be a material change.
- If SFA rejects any terms, fixed prices, fees, or other specifics of the proposed extension/renewal, the FSMC/VMC may resubmit at a newly designated day and time a counter proposal. The SFA will need to state specific reason(s) for rejection. If subsequent proposals are rejected, the SFA will be required to issue a new RFP.

Description of Procurement:

Lyon County S₊ is soliciting an extension/renewal from qualified Food Service Management Companies (FSMC) or Vended Meal Company to continue to provide meals or its food service program which may include management, training and development of food services staff, quality control, operational and technical support and financial management of the program. Specifics will be based on the original contract.

Proposals for the extension/renewal of the meals, materials, or services specified in the original executed contract will be received by Lyon County S₊ at the above specified location on or before the time and date cited.

Proposals must be in the actual possession of Lyon County S₊ on or prior to the time and date, and at the submittal location indicated above.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer, see title page for contact information.

OFFERORS ARE RESPONSIBLE FOR READING THE ENTIRE SOLICITATION

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Standard Nevada Department of Agriculture (NDA)

Food Service Management Company (FSMC) & Vended Meal Company (VMC)

Contract Extension/Renewal Amendment

SFA Lyon County Schools **FSMC/VMC** Compass Group USA, Inc dba

THIS AMENDMENT NUMBER 1 effective July 1, 2026, is between Lyon County S+, a Nevada Public School District, or Public/Private School (School Food Authority or SFA) and Compass Group + referred to individually as "Party" or collectively as "Parties."

WHEREAS, the Lyon County S+ and the Compass Group + are Parties to a certain Food Service Contract/Agreement dated _____ whereby Compass Group + provides Foodservice Management Services _____ to the SFA.

WHEREAS the Parties now desire to further amend the Contract/Agreement.

NOW THEREFORE, in consideration of the promises herein contained and for other goods and valuable consideration, the Parties hereto agree as follows:

1. **Nutrition Programs** Compass Group + will operate the following (check all that apply):

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- After School Care Snack (ASCS)
- Fresh Fruit & Vegetable Program (FFVP)
- Summer Food Service Program (SFSP)
- Seamless Summer Option (SSO)

Including, but not limited to, complying with all USDA program meal pattern requirements and Federal regulations.

2. **Administrative Fee** (for FSMC fee contracts only) - Compass Group USA, In+ shall charge Lyon County Schools an Administrative Fee of _____ per month for _____ months during the _____ School Year.
3. **Management Fee** (for FSMC fee contracts only) – Compass Group USA, + shall charge Lyon County Schools a Management Fee of _____ per meal served for twelve months during the _____ School Year.

4. **Guarantee** (for FSMC contracts only) – Compass Group USA, Inc. FSMC Name guarantees that the bottom line of the operational financial report (exclusive of the cost of equipment repairs, maintenance, replacements, and smallware’s) for the 2026-27 School Year will reflect a guaranteed return of \$150,000 . If the actual bottom line (exclusive of the cost of equipment repairs, maintenance, replacements, smallware’s) is greater than this amount, the FSMC will adjust its fee by the difference between the actual and the guaranteed amount. The Guaranteed Subsidy and the FSMC’s reimbursement obligation are based on the following conditions and assumptions. The Guaranteed Subsidy to the SFA shall be reduced to account for increased cost or loss of revenue by the FSMC if the following conditions are not met during the school year:

- A. The continuing accuracy of information provided by the SFA in the RFP including value of USDA Foods; cash and/or reimbursement levels from the State and Federal sponsors; the number of students eligible for free and reduced-price meals; and selling price of menu pattern meals (except those required by the USDA) and ala carte prices.
- B. On site student enrollment of at least 8712 and annual serving days for such students of at least 180
- C. No changes in legislation or regulation (e.g., minimum wages, fringe and benefits, taxes, unionization, etc.) that would impact costs for FSMC to provide services.
- D. No strikes, work stoppages or school closures, unless those days are made up and students have access to breakfast and lunch on those days.
- E. Service hours, service requirement types and number of facilities selling food and/or beverages on SFA premises remain constant throughout the school year. SFA shall limit the expansion of competitive food sales.
- F. SFA labor costs will not exceed \$929,000
- G. Any capital commitments are utilized as proposed, or as mutually agreed upon if changes are suggested.
- H. There will be no bad debts, including losses from uncollectable accounts.

5. **Meal Prices** (for Fixed Price Per Meal contracts only, including Vended Meals) Fixed meal prices will be adjusted based on the greater of either a 3% increase cap or the Food Away From Home Consumer Price Index West Region 3.8 % or a mutually agreed upon increase between the SFA and the FSMC/VMC. These prices will be in effect from July 1, 2026, until June 30, 2027. **No increases** will be granted mid school year.

Breakfast – (2:1) 3.4294
 Lunch – 3.4294
 Snack – (3:1) 3.4294
 Fresh Fruit & Vegetable -

Per the original contract, these prices will be:

- Inclusive of milk Yes
- Inclusive of disposables; napkins, plates, trays, utensils Yes

6. **Confirmation and Integration:** Except as expressly stated and amended herein, the Parties hereby confirm and ratify the Contract/Agreement in its entirety. All other terms and conditions contained in the original Contract/Agreement shall remain unchanged and in full force and effect.

7. **Civil Rights Assurances:** "The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."
"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

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8. Buy American Provision: The Vendor (Food Service Management Company or vended meal company) will buy domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States. 7 CFR 210.21(d)(1).

- A. The SFA and its Vendor can use one of the two limited exceptions to the Buy American provision 7 CFR 210.21(d)(5).
 - i. The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or
 - ii. Competitive bids reveal the cost of a United States food or food product is significantly higher than the non-domestic product.
- B. Documentation will be maintained to demonstrate the use of exceptions. These records will be available during an Administrative Review.
- C. Documentation will be maintained to demonstrate compliance with the limitation on the percentage of total commercial food costs from non-domestic foods per 7 CFR 210.21(d)(5)(ii) and CFR 220.16(d)(5)(ii) for the SFA's account with the Vendor.
 - i. The vendor will report year to date status of non-domestic food purchase percentages to the SFA monthly, preferably on invoices.
 - ii. The SFA and Vendor will request temporary accommodation from the NDA School Nutrition Program and will collaborate with the SFA and State Agency on strategies to meet the applicable cap threshold for annual non-domestic food purchase percentages in 7 CFR 210.21(d)(5)(ii) and 7 CFR 220.16(d)(5)(ii).
 - iii. The Vendor will report on the final annual non-domestic food purchase percentages to the SFA.

9. Acknowledgment: This Amendment must be executed in its entirety with only the original six (7) NDA approved Amendment pages; title page (1), disclaimer page (2), amendment pages (3,4,5, 6), and signature page (7). Any additions, deletions, or revisions of the original Contract/Agreement constitutes a material change and would require a new RFP/IFP be issued by the SFA.

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SIGNATURE PAGE

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be signed by their duly authorized officers herein, all terms and conditions of the original Contract/Agreement not heretofore changed and/or modified remain unchanged and in full effect.

Signature: _____

Printed Name/Title: _____ Date: _____

Lyon County Schools

Signature: _____

Printed Name/Title: _____ Date: _____

Compass Group USA, Inc dba Chartw

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