

**Blue Ridge School District
1200 W White Mountain Blvd
Lakeside, AZ 85929**

**2023-2024 Food Service Management Company (FSMC)
Cost-Reimbursable Contract Renewal Amendment**

1. AGREEMENT NUMBER: RFP-19-02	2. AMENDMENT NUMBER: 4	3. START DATE: July 1, 2023 4. CTD Number: 09-02-32
5. FOOD SERVICE MANAGEMENT COMPANY NAME & ADDRESS: SOUTHWEST FOODSERVICE EXCELLENCE – 9366 E RAINTREE DRIVE, SUITE #101 SCOTTSDALE, AZ 85260		
6. AUTHORITY FOR AMENDMENT: Special Terms and Conditions, page 10, 2B, Contract Option , states the contract must be one (1) year with the option to have four (4) additional one-year extensions. The entire duration of the agreement shall not exceed five (5) years. [7 CFR 210.16(d)]		
7. PURPOSE OF AMENDMENT: To extend the contract an additional year and initiate a new pricing schedule.		

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. In accordance with the provisions of the Special Terms and Conditions, page 10, 2B, **Contract Option**, the contract must be one (1) year with the option to have four (4) additional one-year extensions, for the total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years. **Blue Ridge USD** is exercising its option at this time to extend the term of the contract for an additional 12 months. The contract now ends on **June 30, 2024**.
- B. The *Pricing Summary* per Attachment 7.1, the *Financial Projected Worksheet* per Attachment 7.3, and the *Schedule of Terms for the FSMC Guarantee* per Attachment 7.4 of the original contract are replaced with the attached 2023-2024 information.
- C. **Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification.** By signing this Contract Renewal Amendment, the FSMC shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. [2 CFR Part 200.213 and Appendix II to 2 CFR Part 200(I)] The FSMC shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities.



9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

FSMC: Southwest Food Service Excellence, LLC	SFA: Blue Ridge Unified School District #32
SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Monty Staggs</i>	SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>KDugdale</i>
<small>102EC03051EC184C25F57AB80DD54012 contractworks</small> PRINTED NAME: Monty Staggs	PRINTED NAME: Kimberly Dugdale
TITLE: Chief Executive Officer	TITLE: Chief Financial Officer
DATE: 05/08/2023	DATE: 5.30.23

This institution is an equal opportunity provider.



Certificate of Independent Price Determination

Both the School Food Authority (SFA) and the Food Service Management Company (FSMC) shall execute this Certificate of Independent Price Determination.

Southwest Foodservice Excellence, LLC

Blue Ridge USD #32

Name of Food Service Management Company

Name of School Food Authority

(A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

(3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

(B) Each person signing this Offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the Offerors organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Monty Staggs

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Signature of Food Service Management
Company's Authorized Representative

Chief Executive Officer

Title

05/08/2023

Date

In accepting this Offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the Offer referred to above.

14 Dugdale

Signature of School Food Authority
Authorized Representative

Chief Financial Officer

Title

5.30.23

Date



CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making a Federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standards Form-LLL, "Disclosure Form Report Lobbying", in accordance with instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,00 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Southwest Foodservice Excellence, LLC/ 9366 E. Raintree, Scottsdale, AZ 85260

Name/Address of Organization

Monty Staggs, Chief Executive Officer

Name/Title of submitting Official

Monty Staggs

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contractworks

Signature

05/08/2023

Date

2023-2024 FSMC Cost-Reimbursable Contract Renewal Amendment
Financial Projected Worksheet

The Financial Projected Worksheet must address all line items. All indirect and overhead costs must be included in the Administrative Fee.

REVENUES 2023-2024			
Cash Sales			
Student Breakfast Sales		\$	19,025
Student Lunch Sales		\$	113,116
A-La-Carte Sales		\$	147,113
Adult Sales			
Special Event Sales		\$	-
Total Cash		\$	279,254
Federal Reimbursement (Based on Current Rates)			
Breakfast		\$	116,339
Lunch		\$	481,561
Snacks		\$	-
Summer Food Service Program (SFSP/SSO)		\$	17,712
Total Reimbursements		\$	615,612
*Total Revenue (Total Cash + Total Reimbursements) =		\$	894,866

EXPENSES 2023-2024			
Food Costs			
Gross Food Cost		\$	374,251
Food Deposit Cost			
Food Delivery Costs			
USDA Foods Used		\$	83,550
USDA Foods Delivery			
USDA Foods Processing			
Total Food Costs		\$	290,701
Labor Costs			
Total Labor Costs		\$	440,880
FSMC Fees			
Administrative Fee (Yearly Total)		\$	51,120
Management Fee (Yearly Total)		\$	36,300
Total FSMC Fees		\$	87,420



Direct Costs		
Paper & Disposable Goods		\$ 25,890
Replacement/Small wares		\$ 1,187
Auto Expenses		\$ -
Insurance Expense		\$ 13,110
Telephone		\$ -
Office Supplies		\$ -
Postage		\$ -
Bank Deposit Services		
Uniforms & Laundry		\$ -
Other Delivery & Freight/Non-Food		
Advertising, Promotions & Menus		\$ 8,632
Marketing/Franchise & Décor		\$ -
Equipment Repair		\$ -
Licenses		\$ 6,144
Employee Travel		\$ -
Security background check		\$ -
Miscellaneous – Storage, Safety Supp, Recruiting, Training, Pest Control		\$ -
	Total Direct Costs	\$ 54,963
Total Discounts, Rebates, Applicable Credits, Allowances or incentives from FSMC Suppliers credited to SFA		\$ -
	*Total Expenses	\$ 873,964
SURPLUS 2023-2024		
<i>Food Service Surplus (Total Revenues – Total Expenses)</i>	\$	20,902

*Total Expenses= All Food Costs + All Labor Costs + All FSMC Fees + All Direct Costs – Total discounts, Rebates, Applicable Credits, allowances or incentives from FSMC Suppliers credited to SFA



2023-2024 FSMC Cost-Reimbursable Contract Renewal Amendment
Pricing Summary

The FSMC will be paid based on the direct cost incurred plus a flat monthly rate or fixed per meal/lunch equivalent for general Administrative and Management Fees. **All indirect and overhead costs must be included in the Administrative Fee.** In addition, all program expenses not otherwise defined in the contract will be assumed to be covered by the FSMC under the Administrative Fee.

Meal Equivalency Factor used to calculate a la carte meal counts: **3.545**

FSMC Administrative Fee for the Programs listed in the Scope of Work	
Flat Monthly Rate (Monthly amount)	\$ <u>4,260.00</u>

FSMC Management Fee for the Programs listed in the Scope of Work	
Flat Monthly Rate (Monthly amount)	\$ <u>3,025.00</u>



2023-2024 FSMC Contract Renewal Amendment

FSMC Guarantee and Schedule of Terms

The FSMC must indicate a Guaranteed “No Loss” or “Minimum Return” and describe in detail conditions and assumptions for that guarantee.

The FSMC must select one.

- ☐ **Guaranteed No Loss:** The FSMC guarantees the SFA no loss for the operation of the food service program.
- ☒ **Guaranteed Minimum Return:** The FSMC guarantees the SFA a return no less than the dollar amount listed on the chart below.

Guarantee Year	Amount
2023-2024	\$20,902

The guarantee above is based on the following conditions and assumptions remaining in effect for School Year 23-24:

Breakfast Meals Served	52,923
Lunch Meals Served	140,043
Equivalent Meals Served	31,017
Snacks Served	0

Meal Claiming % are Consistent With Plans for Free Meals. Applies to Breakfast and Lunch Meals Served During SY 2023 - 2024.
Federal Reimbursements are Consistent with the Temporary Rates Used in SY 2022-23.
Food Costs Associated with Food Purchases for Meals During SY 2023-2024 Do NOT Exceed the Per Meal Planned Amount Identified.
Total Labor Costs Per Meal During SY 2023-2024 Do NOT Exceed the Per Meal Planned Amount Identified.
Normal Commodity Allotment Applied to Food Purchases during SY 2023-2024

Breakfast Free Claiming %	71%
Lunch Free Claiming %	67%

TBD

\$1.21

\$1.84

\$83,550





DISCLOSURE OF LOBBYING ACTIVITIES

☒ Check this box if not applicable

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan guarantee <input type="checkbox"/> e. loan insurance	<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Congressional District, if known: Tier _____, if known		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach continuation sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address, last name, first name, MI): _____ (attach continuation sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> c. commission <input type="checkbox"/> b. one-time fee
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> nature value _____ <input type="checkbox"/> b. in-kind; specify: _____		<input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicated on item 11: (attach Continuation Sheet(s) SF-LL-A, if necessary)		
15. Continuation Sheets(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Monty Staggs</u> 103EC93051EC194C25F57AB80DD54312 contractworks Print Name: <u>Monty Staggs</u> Title: <u>Chief Executive Officer</u> Telephone No.: <u>480-551-6550</u> Date: <u>05/08/2023</u>
Federal Use Only:		



DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardees or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the changed occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subwardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) 10 the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employees(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other, aspect of this collection of information, including suggestions for reducing this burden, to the office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.