



2023-2024 FSMC Contract Renewal Amendment Checklist

School Food Authority Name (SFA): _____Flowing Wells Unified District_____

CTD Number: _____10-02-08_____

This checklist must be completed and submitted to the Arizona Department of Education (ADE), along with the referenced documents, by June 2, 2023, for all Food Service Management Company (FSMC) Contract Renewal Amendment approvals. Remember to submit a SIGNED Contract Renewal Amendment. All other forms should be signed as well. Forms will be returned if not accurately completed or if sections are blank. The signed copy of the Contract Renewal Amendment must be received, and the process complete before your CNPWeb application can be approved.

Please answer the questions and check each box for which information and/or documents have been provided.

- 1. Contract Type: [] Fixed-Price [X] Cost-Reimbursable
2. Contract Amendment Number: [] 1st [] 2nd [] 3rd [X] 4th of 4 annual renewals
3. FSMC Name: Southwest Foodservice Excellence, LLC
4. Provide the following three (3) Financial Information documents:
a. Include 2023-2024 Pricing Summary in packet. Did the price/fee change (Increase or Decrease)? [X] Yes [] No
b. Include 2023-2024 Financial Projected Worksheet in packet.
c. Include 2023-2024 FSMC Guarantee and Schedule of Terms in packet.
5. Provide the following certifications/documents:
[X] Certification regarding Lobbying and Disclosure of Lobbying Activities (signed by the FSMC)
[X] Certification of Independent Price Determination (signed by the FSMC and SFA)
6. Are any other changes/additions being made to the original solicitation documents? [] Yes [X] No
If yes, please describe the changes.

7. SFA Contact (Liaison) Information:
(Provide the following information for the individual employed by the SFA responsible for answering questions and correspondence concerning its food service operation and contract)

Name: _____ Stacy Trueblood _____

Job Title: _____ Chief Financial Officer _____



Mailing Address: _____ 1556 W. Prince Rd _____

Mailing City, State, Zip: _____ Tucson, AZ 85705 _____

Telephone Number: _____ 520-696-8813 _____

Email Address: _____ Stacy.Trueblood@fwusd.org _____

I certify that the information and documentation provided herein is true and correct to the best of my knowledge.

By: Stacy Trueblood
(Signature)

Chief Financial Officer
(Position/Title)

Stacy Trueblood
(Printed name of person signing)

4/14/23
(Date)

State Agency Use Only

Date Received: _____

Date Pre-Approved: _____

State Agency Reviewer: _____

Date Final Documents Received: _____

Date File Complete Letter: _____

State Agency Reviewer: _____

22-23 Pricing: 23-24 Pricing: Change:

Changes required/missing information/notes:

- ___ *Cert of Price*
- ___ *Lobbying*
- ___ *Lobbying Disclosure*
- ___ *Approval Letter Emailed*
- ___ *Signed Contract*
- ___ *On-line System*
- ___ *CNP Web Checklist*
- ___ *Data Base*



Flowing Wells Unified District
1556 W Prince Road
Tucson, AZ 85705
2023-2024 Food Service Management Company (FSMC)
Cost-Reimbursable Contract Renewal Amendment

| | | |
|--|----------------------------------|---------------------------------------|
| 1. AGREEMENT NUMBER: 20-01-24 | 2. AMENDMENT NUMBER: 4 | 3. START DATE: July 1, 2023 |
| 4. CTD Number: 10-02-08 | | |
| 5. FOOD SERVICE MANAGEMENT COMPANY NAME & ADDRESS: Southwest Foodservice Excellence, LLC 9366 E Raintree Dr., 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. **Flowing Wells Unified District** 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 Foodservice Excellence, LLC | SFA: Flowing Wells Unified District |
| SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Monty Staggs</i> | SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Stacy Trueblood</i> |
| <small>103EC93051EC194C25F57AB80DD54312 contractworks</small> | |
| PRINTED NAME: Monty Staggs | PRINTED NAME: <i>Stacy Trueblood</i> |
| TITLE: Chief Executive Officer | TITLE: <i>CFO</i> |
| DATE: 04/04/2023 | DATE: <i>4/14/2023</i> |

This institution is an equal opportunity provider.



**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: **\$3.62**

| FSMC Administrative Fee for the Programs listed in the Scope of Work | |
|---|-------------|
| Flat Monthly Rate (Monthly amount) | \$10,241.75 |

| FSMC Management Fee for the Programs listed in the Scope of Work: | |
|--|------------|
| Flat Monthly Rate (Monthly amount) | \$5,704.08 |



**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.

If using a per meal/meal equivalent, the projections below are based on 1,074,838 meals/meal equivalents.

| REVENUES 2023-2024 | |
|---|-----------------------|
| Cash Sales | |
| Student Breakfast Sales | \$27,407.00 |
| Student Lunch Sales | \$253,805.00 |
| Adult Sales and A-La-Carte Sales | \$136,944.00 |
| Special Event Sales | \$30,000.00 |
| Total Cash | \$448,156.00 |
| Federal Reimbursement (Based on Current Rates) | |
| Breakfast | \$461,885.00 |
| Lunch | \$2,089,931.00 |
| Snacks | \$181,597.00 |
| CACFP | \$40,000.00 |
| Summer Food Service Program (SFSP/SSO) | \$43,255.00 |
| USDA Foods Received | \$184,566.00 |
| Total Reimbursements | \$3,001,234.00 |
| *Total Revenue (Total Cash + Total Reimbursements) = | \$3,449,390.00 |

| EXPENSES 2023-2024 | |
|-----------------------------------|-----------------------|
| Food Costs | |
| Gross Food Cost | \$1,000,418.00 |
| Food Deposit Cost | \$0.00 |
| Food Delivery Costs | \$0.00 |
| USDA Foods Used | \$184,556.00 |
| USDA Foods Delivery | \$27,000.00 |
| USDA Foods Processing | \$1,000.00 |
| Total Food Costs | \$1,212,985.00 |
| Labor Costs | |
| Total Labor Costs | \$1,675,438.00 |
| FSMC Fees | |
| Administrative Fee (Yearly Total) | \$122,901.00 |
| Management Fee (Yearly Total) | \$68,449.00 |



| | |
|---|-----------------------|
| Total FSMC Fees | \$191,350.00 |
| Direct Costs | |
| Paper & Disposable Goods | \$195,658.00 |
| Replacement/Small wares | \$0.00 |
| Auto Expenses | \$0.00 |
| Insurance Expense | \$0.00 |
| Telephone | \$0.00 |
| Office Supplies | \$5,000.00 |
| Postage | 0.00 |
| Bank Deposit Services | 0.00 |
| Uniforms & Laundry | \$10,000.00 |
| Other Delivery & Freight/Non-Food | \$0.00 |
| Advertising, Promotions & Menus | \$0.00 |
| Marketing/Franchise & Décor | \$10,000.00 |
| Equipment Repair | \$8,000.00 |
| Licenses | \$12,000.00 |
| Employee Travel | \$3,000.00 |
| Security background check | \$0.00 |
| Miscellaneous – Specify | \$0.00 |
| Total Direct Costs | \$243,658.00 |
| Total Discounts, Rebates, Applicable Credits, Allowances, or incentives from FSMC Suppliers credited to SFA | \$0.00 |
| *Total Expenses | \$3,323,431.00 |
| SURPLUS 2023-2024 | |
| Food Service Surplus (Total Revenues – Total Expenses) | \$125,959.00 |

*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 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 | \$100,000.00 |

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

1. Serving 1,074,838 meals/meal equivalents
2. Daily Breakfast Meals of 1,036
3. Daily Lunch Meal of 2,924
4. 180 service days on NSLP and SBP
5. 26 days of operations on SSO



Attachment 7.18 - Certificate of Independent Price Determination
Include in Section 5: Required Documents

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

Southwest Foodservice Excellence, LLC

Name of Food Service Management Company

Flowing Wells Unified District

Name of School Food Authority (SFA)

- (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 (FSMC) 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
103EC93051EC194C25F57AB80DD54312 contractworks
Signature of Food Service Management Company's Authorized Representative

Chief Executive Officer
Title

4/4/2023
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.

[Signature]
Signature of School Food Authority's Authorized Representative

CFO
Title

4/14/2023
Date

Note: Accepting a bidder's Offer does not constitute award of the contract.



Attachment 7.17 – Page 1
Include in Section 5: Required Documents
CERTIFICATION REGARDING LOBBYING

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 on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of 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 Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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. 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.

Southwest Foodservice Excellence, LLC

Organization

9366 E. Raintree Drive

Street Address

Scottsdale, Arizona 85260

City, State, Zip

CERTIFIED BY: Monty Staggs

Chief Executive Officer

Title Monty Staggs

103EC93051EC194C25F57AB80DD54312 contractworks

Signature

4/4/2023

Date



Attachment 7.17 – Page 2
INSTRUCTIONS FOR COMPLETION OF SF-LLL
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance 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 is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change 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 "Subawardee", 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 4 or 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) to 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), employee(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.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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.



