|  |
| --- |
| **FSMC Renewal Packet for School Year 2017-2018** |
| **School Food Authority** |  | I.D. # |
| **Address:** |  |
| **Phone** |  | **Fax:** |  |
| **SFA Contact Employee:** |  |
| **Food Service Management Company Name:** |  |
| **Check One:** | 1st Yr Renewal: |  | 2nd Yr Renewal: |  | 3rd Yr Renewal: |  | 4th Yr. Renewal: |  |
| **Check One:** | Cost Reimbursable |  | Fixed Price |  | Vended/Fixed Price |  |  |

Complete and send all required forms electronically by Friday May 19, 2017 to

NutritionProcurement@cde.state.co.us

Fax: 303-866-6133

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| Required Checklist of FSMC Allowable Charges and Required Credits and Instructions |
| --- |
| 1. **Submit copies of January 2017 invoices and supporting documents with renewal documents**
2. ***Complete the following checklist indicating where the following information is provided***
	1. *in the invoice and supporting documents*
	2. OR *highlight and number the information* o*n the invoice and supporting documents.*
3. If documentation is not available, provide explanation below or on separate sheet of paper.
 |
| **Allowable Charges and Required Credits in Invoices** | **Indicate location** |
| **All FSMC Contracts: (Cost Reimbursable, Fixed Fee, Vended)** |  |
| 1. Supporting detail and YTD total of Food purchases
 |  |
| 1. Any District/SFA purchases listed in food/product cost
 |  |
| 1. USDA Foods (commodities) credits
 |  |
| *Indicate contracted frequency of credits and determination method* |  |
| 1. Labor listed on invoice matches original contract
 |  |
| *Indicate if FSMC or SFA employees or both.* |  |
| 1. Administrative / Management Fees charged
 |  |
| 1. Any additional credits on invoice
 |  |
| 1. Monthly profit/loss position
 |  |
| 1. YTD profit/loss position
 |  |
| 1. Any additional charges
 |  |
| **Cost Reimbursable Contracts only:** |  |
| 1. Food cost on the invoice matches the supporting detail provided
 |  |
| 1. YTD totals compared to submitted budget
 |  |
| 1. Rebates/volume allowances listed as a credit
 |  |
| *Supporting detail for rebates/volume allowances* |  |
| *Calculate % of rebates/volume allowances to total product cost*  |  |
| 1. Inventory reflected on invoice
 |  |
| *Indicate frequency of product inventory provided to SFA* |  |
| 1. Benefits being charged for FSMC labor
 |  |
| *Indicate the % of benefits to wages* |  |
| 1. Bonuses or accrued bonuses listed
 |  |
| 1. Other benefits listed, such as group insurance
 |  |
| 1. Any general liability insurance being charged.
 |  |
| *Calculate % of insurance to total invoice* |  |
| 1. FSMC Credit Card Charges including statement
 |  |
| 1. The following are included in the Administrative Fee and may not be included in invoices. Indicate any charges for the following:
2. Personnel /Labor Relations Services; Legal Department Services, Purchasing and Quality Control, Technical Research, Cost Incurred in Hiring & Relocating FSMC Management Personnel, Dietetic Services (Administrative/ Nutritional), Test Kitchens, Accounting and Procedures, Tax Administration, Technical Supervision, Supervisory Personnel, Regular Inspections or Audit Personnel, Teaching and Training Programs, General Regional Support, General National Headquarters Support, Design Services, Menu Development, Information Technology / Support, Payroll Documentation/Administrative Cost/Sanitation, Personnel Advice; & related travel Additional insurance
 |  |

# 2017-2018 FSMC CONTRACT RENEWAL CHECK LIST

Complete and return the following renewal documents and submit with any amendments or addendums to CDE for approval by May 19, 2017, for contract renewals for the 2017-2018 school year.

|  |
| --- |
| **Contract Renewal Agreement / Addendum with signatures The addendum must include:** |
|  | Methodologies for Fee Increases: **Consumer Price Index(CPI) % Increase for 2017-2018 is 2.3546%** Any fee increases, including Allocated Charges, must be linked to the CPI. A methodology and calculation must be provided for each fee increase to reflect the percentage of increase in the CPI. Please enter below each fee included in the addendum and attach methodology for increases. |
|  | Administrative Fee Increase/Attach Methodology Current Administrative Fee $ \_\_\_\_\_\_\_\_\_\_\_Proposed Administrative Fee $\_\_\_\_\_\_\_\_\_\_\_ |
|  | Management Fee Increase / Methodology AttachedCurrent Management Fee $ \_\_\_\_\_\_\_\_\_\_\_Proposed Management Fee $ \_\_\_\_\_\_\_\_\_\_\_ |
|  | Fixed Meal-Rate Increase/Methodology AttachedCurrent Fee $ \_\_\_\_\_\_\_\_\_\_\_Proposed Fee $ \_\_\_\_\_\_\_\_\_\_\_ |
|  | Allocated Charge Increase: Methodology must be attached for each allocated charge being increased. In Fixed fee contracts, include any FSMC charges outside of rate |
|  | Regulatory Changes: SFA must ensure that any changes in regulatory requirements are addressed by amendment to the contract. Indicate regulatory changes if added to addendum |
|  | Duration of Addendum |
|  | Guaranty: Changes to the Guaranty, such as additions to the terms, are not permitted unless included in original RFP. Guaranty dollar amount changes may not be material changes |
| **Food Service Budget**  |
|  | Projected Food Service Budget for the upcoming school year. Use attached format or other approved format that address all areas |
| **List of Schools Served** |
|  | Provide a list of schools /programs served by the FSMC for SY 16-17 |
|  | A list of any schools/programs added or deleted from the original contract and subsequent renewals |
| **Certifications** |
|  | Anti-Collusion Affidavit |
|  | FSMC must provide the following signed certifications or submit attestation statement that no changes have been made since submitting the following certifications when registering with CDE as a FSMC in January 2017. |
|  | 1. Certification Regarding Debarment, Suspension, Ineligibility
 |
|  | 1. Certification regarding Lobbying, Disclosure of Lobbying Activities
 |
| **Addendums / Amendments** |
|  | Attach all additional signed addendums or amendments |

# *COST REIMBURSABLE* - PROJECTED FOOD SERVICE BUDGET School Year 16-17

|  |
| --- |
| **REVENUES** |
| **Cash Sales**:  |  |
| Student Breakfast Sales  | $ |
| Student Lunch Sales  | $ |
| Student Snack Sales  | $ |
| Student a la carte Sales  | $ |
| Adult Sales  | $ |
| Catering Sales  | $ |
| Interest Income  | $ |
| Concession Sales  | $ |
| Vended Meal Sales  | $ |
| Vending Machine Sales  | $ |
| *Total Cash* | $ |
| **State and Federal Reimbursement/Funding** |  |
| Lunch  | $ |
| Breakfast  | $ |
| Snacks  | $ |
| SFSP  | $ |
| State Matching Fund  | $ |
| USDA Foods Received  | $ |
| Other Funding  | $ |
| *Total Reimbursements* | $ |
| *All Cash Sales + All Reimbursements*= **Total Revenues** | $ |
| **EXPENSES** |
| USDA Foods Used *(Contact CDHS for annual SFA usage amount)* |  |
| USDA Foods Delivery  |  |
| USDA Foods Processing  |  |
| **Cost Reimbursable Contracts:** |  |
| Gross Food Costs  | $ |
| Food Delivery Costs  | $ |
| **Total Food Costs** | $ |
| **Labor Costs** |
| **FSMC Salaried Employees:** | # FTEs | $ PTEs |
| Base Gross Salary  | $ |
| Educational Assistance  | $ |
| Incentive Payments  | $ |
| Bonus  | $ |
| Merit Increase  | $ |
| Retirement / IRA | $ |
| 401K, 403(b)(7)  | $ |
| Fringe Benefits  | $ |
| Payroll Taxes | $ |
| **SFA / FSMC Hourly Staff** | $ |
| Gross Salaries  | $ |
| Fringe Benefits  | $ |
| Payroll Taxes  | $ |
| **Other Payroll Costs** |
| Worker’s Comp.  | $ |
| Other  | $ |
| **Total Labor Costs** | $ |
| **FSMC Fees**  |
| Administrative Fees Cost  | $ |
| Management Fee Costs  | $ |
| **Total Fees** | $ |
| **FSMC Direct Costs – Subcategory Examples:**  |
| Paper & Disposable Goods  | $ |
| Replacements / Small wares  | $ |
| Contracted Labor – Specify  | $ |
| Auto Expenses  | $ |
| Insurance Expense  | $ |
| Telephone  | $ |
| Office Supplies  | $ |
| Postage | $ |
| Bank Deposit Services  | $ |
| Uniforms & Laundry  | $ |
| Other Delivery & Freight/NonFood | $ |
| Advertising, Promotions & Menus  | $ |
| Marketing/Franchise & Décor  | $ |
| Equipment Repair  | $ |
| Licenses  | $ |
| Employee Travel  | $ |
| Miscellaneous - Specify  | $ |
| *Total FSMC Direct Costs* | $ |
| *SFA Direct Costs* | $ |
| **Total Direct Costs**  | $ |
| **FSMC Indirect Costs** – Subcategory examples include: |
| FSMC Charges | $ |
| Technology Expense  | $ |
| 1. a. Technology Allocated Charge
 | $ |
| 1. b. Other Technology Charge
 | $ |
| Insurance Allocated Charge (Worker’s Comp. Excluded) | $ |
| Other Allocated Charges  | $ |
| Franchise Charges  | $ |
| Trademark Charges  | $ |
| Other Indirect Cost Categories  | $ |
| **Total FSMC Indirect Costs**  | $ |
| **Total Discounts, Rebates, Applicable Credits, allowances or incentives from FSMC Suppliers credited to SFA** | $ |
| **Total Expenses** | $ |
| Total Revenues – Total Expenses = **Surplus / Subsidy** | $ |
| **FSMC Guaranty** |  |
| **SFA Employee Responsible for submission of this budget data:** |
|  | **Phone:** |
| **FSMC Employee Responsible for submission of this budget data** |
| **Name** | **Phone:** |

# *FIXED-FEE Per MEAL RATE* -PROJECTED FOOD SERVICE BUDGET School Year 16-17

To be completed by SFA - If SFA does not have a school board approved Budget, submit a draft

|  |
| --- |
| **Revenues** |
| **Cash Sales**:  |  |
| Student Breakfast Sales  | $ |
| Student Lunch Sales  | $ |
| Student Snack Sales  | $ |
| Student a la carte Sales  | $ |
| Adult Sales  | $ |
| Catering Sales  | $ |
| Interest Income  | $ |
| Concession Sales  | $ |
| Vended Meal Sales  | $ |
| Vending Machine Sales  | $ |
| *Total Cash* | $ |
| **State and Federal Reimbursement/Funding** |  |
| Lunch  | $ |
| Breakfast  | $ |
| Snacks  | $ |
| SFSP  | $ |
| State Matching Fund  | $ |
| USDA Foods Received  | $ |
| Other Funding  | $ |
| *Total Reimbursements* | $ |
| *All Cash Sales + All Reimbursements*= **Total Revenues** | $ |
| **Expenses** |
| Reimbursable Breakfast Meal Rate Fee | $ |
| Reimbursable Lunch Meal Rate Fee | $ |
| Management Fee | $ |
| A la Carte Equivalent Meal Rate Fee | $ |
| A la Carte Management Meal Rate Fee | $ |
| SFA Direct Expense | $ |
| Other FSMC Charges outside of Rate | $ |
| **Total Expenses** | $ |
| **USDA Foods** |  |
| USDA Foods Used *(Contact CDHS for annual SFA usage amount)* | $ |
| USDA Foods Delivery  | $ |
| USDA Foods Processing  | $ |
| Total Revenues – Total Expenses = **Surplus / Subsidy** | $ |
| **FSMC Guaranty Type and amount (if applicable)** | $ |
| **SFA Employee Responsible for submission of this budget data:** |
| **Name** | **Phone** |
| **FSMC Employee Responsible for submission of this budget data** |
| **Name** | **Phone:** |

# SCHOOL FOOD AUTHORITY NON-DELEGABLE RESPONSIBILTIES

The SFA is legally responsible for the conduct of the food service program, and must supervise and monitor the food service operations to ensure compliance with the rules and regulations of CDE/OSN and the USDA regarding the school food service program.

The SFA and the Food Service Management Company (FSMC) acknowledge that the SFA is responsible for completing the following duties and that these cannot be delegated to the FSMC:

1. **On-site inspections**: 7 CFR 210.16(a)(2)(3).
	1. Monitor the food service operation through periodic visits to ensure compliance with the approved FSMC contract.
	2. Conduct and document on-site reviews of the lunch counting /claiming system by school
	3. Follow-up on any lunch counts which show counting discrepancies
2. **Control and overall financial responsibility** of the school food service account. 7 CFR 210.19(a)(2)
3. **Advisory board:** establish and include parents, staff and students to assist in menu planning.. The FSMC must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. 7 CFR 210.16(b)(1), 7 CFR210.16(a)(8)
4. **Health certification**: 7 CFR 210.16(a)(7).must be maintained to assure that all state and local regulations are met by the FSMC preparing or serving meals at the SFA facilities.
5. **Establish all prices**: 7 CFR 210.16(a)(4).for food items served under the nonprofit school food service account (e.g., reimbursable meals, a la carte , and adult meals).
6. **Retain signature authority** on: 7 CFR 210.9 (a)(b), 210.16(a)(5).
	1. Application/agreement to participate in the Child Nutrition Programs including
	2. Free and reduced price policy statement; and
	3. On-line claim system.
	4. Contractual agreements of the school nutrition program i.e., vending meals to other SFAs, etc. and any commodity processing contracts CFR 210.21, 7CFR210.19(a)(1); 2 CFR 200 and 400; 7 CFR 250.15(a)
	5. Resolution of all program review and audit findings. 7 CFR 210.9(b)(17) and 210.18(k)(1)(2)
7. **Submit monthly claim for reimbursement** 7 CFR 210.8(a); 7 CFR 210.16(a)(5).
	1. CDE-OSN approves only SFA personnel access to the system which also represents secure signature authority for applications and claims.
	2. Review to ensure accuracy of lunch counts prior to the claim submission.
	3. Edit check worksheets that compare daily lunch counts by eligibility category. Free and reduced-price meals may not be claimed in excess of the number of students approved for such benefits.
8. **Free and Reduced Price Meal Process** 7 CFR 245.6
	1. Develop, distribute and collect the parent letter and application for free and reduced price meals and free milk
	2. Determination and verification of applications for free/reduced price meals or free milk
	3. Conduct any hearings related to such determinations.
9. **USDA donated foods** 7 CFR 210.9(b)(15) (formerly Commodities)
	1. Monitor that the maximum amount are received and used by the FSMC in the SFA food service.
	2. Monitor that the FSMC credits SFA at least annually for all USDA Donated foods.
10. **A la carte food service**: 7 CFR 210.16(a)

The SFA must also offer free, reduced price and full price reimbursable meals to all eligible children in order to operate an ala carte food service.

I acknowledge that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the SFA.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature FSMC Representative Title Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature SFA Representative Title Date

# ANTI-COLLUSION AFFIDAVIT

STATE OF COUNTY OF

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

Notary Public (or Clerk or Judge) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_My commission expires \_\_\_\_\_\_\_\_\_\_\_\_

# DEBARMENT AND SUSPENSION FORM

Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

School Food Authorities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name/ Title of Authorized Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying: Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

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 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, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District 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, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District 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 sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Food Service Management Company/Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Title of Submitting Official \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_