

# Addendum #1: FSMC Submitted questions and answers

June 14, 2024

- 1) Does the district allow students at any of the school sites to eat off campus? If so, which campus (s) and what grade level?
  - a. All campuses are closed. For Mount Si High School, the Friday lunch is served at the end of the day, so students can choose to head home instead of eating lunch.
- 2) How many copies of proposals do you require?
  - a. Two printed copies. 1 in original blue ink, as stated in the RFP.
- 3) For the electronic copy requested on page 11, will SVSD accept a Thumb/Flash Drive with a PDF copy of the proposal rather than a CD in Word format?
  - a. Electronic copy can be on a thumb drive and the format can be Word or PDF.
- 4) Would you kindly confirm which schools utilize hard, washable, and reusable serving trays for service and which schools use disposable?
  - a. All Elementary and Middle schools use serving trays. Middle schools do have some components that use disposable products for service. High school does not utilize reuseable serving trays.
- 5) Does the district provide delivery vehicles for transporting goods if as needed?
  - a. Food product is delivered from the central warehouse to all schools one day per week. Currently, Sysco trucks also make deliveries directly to each school. The Food Service Director does not have district-provided transportation.
- 6) Does your current contractor own any of the equipment and smallwares? If so, would you provide a breakdown of what your contractor owns?
  - a. All equipment is district owned. Current contract has a few leased dishwashers included in the FSMC fixed price. The District is converting to purchased dishwashers next year, so no lease costs should be anticipated by the bidder.
- 7) Would you kindly provide the last 3 years of audited financials including the food service fund reports for each year?
  - a. Audited financial statements can be found on the State Auditor's Office website.  
<https://sao.wa.gov/reports-data/audit-reports>

8) Would you kindly provide a breakdown of SY 2023-24 Free, Reduced, and Paid breakfast and Lunch meals per school site for proforma development?

<b>2023-2024</b>			
<b>YTD 8/28/2023-6/6/2024</b>			
Price Categories	<b>Free</b>	<b>Reduced</b>	<b>Paid</b>
<b>Breakfast</b>			
Cascade View Elem	463	1	1,893
Fall City Elem	2,099	221	2,219
Opstad Elem	1,299	220	1,606
North Bend Elem	1,050	202	1,708
Snoqualmie Elem	1,805	116	2,844
Timber Ridge Elem	2,230	476	913
Chief Kanim MS	1,138	154	1,088
Snoqualmie MS	477	313	1,264
Twin Falls MS	2,353	929	3,033
Mount Si High School	1,642	299	1,090
Price Categories	<b>Free</b>	<b>Reduced</b>	<b>Paid</b>
<b>Lunch</b>			
Cascade View Elem	873	276	24,587
Fall City Elem	5,929	897	19,361
Opstad Elem	5,024	837	20,477
North Bend Elem	4,796	894	15,392
Snoqualmie Elem	5,070	790	20,865
Timber Ridge Elem	6,456	1,322	20,795
Chief Kanim MS	5,498	1,096	17,873
Snoqualmie MS	2,056	925	17,346
Twin Falls MS	7,316	2,140	27,391
Mount Si High School	11,431	4,428	68,110

a.

- 9) Would you kindly provide the current FSMC contract renewal approved by the Board for SY 2023-24?
- a. See **Attachment #1**

If applicable, please provide a copy of any current MOU between the SFA and any outside entities for which meals are provided.

- b. N/A
- 10) Please provide the current management structure of your food service team.
- a. Food Service Director is employed by management company, but is with the District year-round. All other staff are school district employees.
- 11) Please provide your current fixed price per meal.
- a. See **Attachment #1**
- 12) It is common practice for the FSMC to pay the commodity processing and shipping expenses related to the acquisition of the USDA commodities, on the district's behalf, to the commodity vendor for the state. Will it be the Snoqualmie Valley SD's expectation of the FSMC to pay for and include in its FCPM price, these commodity related expenses?
- a. Yes
- 13) It has been the expectation by OSPI that the FCPM price presented will not include the crediting of the USDA Commodity and DOD Produce values in the FSMC's per meal rate. The commodities will be credited back to the district outside of the FCPM rate per the established method. Will it be the Snoqualmie Valley SD's expectation that the FSMC will not include the estimated commodity value in their FCPM rate?
- a. That is correct. Please see the revised Proforma in **Attachment #2**, which should clarify this. FCPM quoted by bidders should be exclusive of the commodity credit. This amount will be used to evaluate the bids. Since all bidders are expected to provide the same credit back to the School District, it should be exclusive of the FCPM rate quoted in the bid.
- 14) The lease costs for certain dishwashers were previously included in the FCPM rate. Should that continue going forward?
- a. No. We do have a few leased dishwashers but are currently looking at replacing them with purchased units, so the contractor will not be expected to include dishwasher lease costs in their quote.

- 15) Please provide SY 23-24 ytd meal claim forms.
  - a. Counts are provided in #8 above.
  
- 16) **NOTE:** Please acknowledge Addenda #1, with Attachment #1 and #2, in submitted bids.

## RENEWAL AGREEMENT NUMBER FOUR

This Renewal Agreement Number Four is made and entered into by Snoqualmie Valley School District (the “LEA”) and Compass Group USA, Inc. by and through its Chartwells Division, hereafter called the Food Service Management Company (“FSMC”).

### W I T N E S S E T H:

WHEREAS, the SPONSOR and FSMC are parties to that certain Food Service Management Company Contract, dated August 19, 2019; as further amended by that certain Amendment Number One effective, March 13, 2020; as further amended Renewal Agreement Number One dated August 1, 2020; and as further amended Renewal Agreement Number Two dated August 1, 2021, Renewal Agreement Number Three dated August 1, 2022 and Amendment Number Two dated February 17, 2023 (collectively, the “Agreement”).

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

1. Section 1.3 is deleted and replaced by the following:

Term of the Contract. The term of this Agreement shall be for one (1) year beginning on August 1, 2023 and continuing until July 31, 2024. Extensions or renewals are contingent upon the fulfillment of all contract provisions related to USDA donated foods.

2. Section 2.2 is amended to include:

Responsibilities of FSMC.

For SFSP and CACFP, the FSMC shall not subcontract the total meal (with or without milk) or assembly of the meal. [7 CFR 225.6(h)(2)(ii), 7 CFR 226.21(e)].

3. Section 6.1 is deleted and replaced by the following:

Billing for Fixed Price Per Meal. The SPONSOR and the FSMC have mutually agreed upon the fixed price per meal equivalent(s) as follows:

A. NSLP	\$2.545
B. SBP	\$2.545
C. SFSP/SSO	\$2.545

Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for All Urban Consumers: U.S. City Average – Food Away From Home for the 12-month period ending March of the current contract year.

4. Section 6.2 is deleted and replaced by the following:

Meal Equivalent Defined.

For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered two-thirds (2/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-third (1/3) of a meal/meal equivalent.

For cash meal sales other than reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by \$4.63. (\$4.33 low lunch rate + \$.30 USDA food value).

5. The term of this renewal agreement is effective from August 1, 2023 or date of execution whichever is later.
6. Amendments. The Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same original document.
8. Headings. The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.

N WITNESS WHEREOF, the parties hereto have executed this renewal agreement as of the dates written below:

**Snoqualmie Valley School District, WA**

By:   
Name: Ryan Stokes  
Title: CFO  
Date: 7/19/2023

**Compass Group USA, Inc.**  
**by and through its Chartwells Division**

By:   
Name: Amy Shaffer  
Title: CEO, Chartwells K12  
Date: 7/18/2023

**SUSPENSION AND DEBARMENT CERTIFICATION**  
**[Local Educational Agency]**

NOTE: This certificate must be completed for all new and renewal contract years when the contract equals or exceeds \$25,000.

**Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213. 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.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

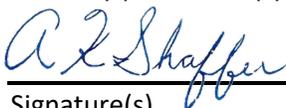
- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (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.

Compass Group USA, Inc., by and through its Chartwells Division

Business Name

Amy Shaffer, CEO, Chartwells K12

Names(s) and Title(s) of Authorized Representative(s)



Signature(s)

7/18/2023

Date

## CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES

Complete the form that is applicable.

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

**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:

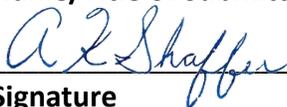
- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 subrecipients shall certify and disclose accordingly.

Compass Group USA, Inc., by and through its Chartwells Division  
2400 Yorkmont Road  
Charlotte, NC 28217

**Name/Address of Organization**

Amy Shaffer, CEO, Chartwells K12

**Name/Title of Submitting Official**

  
Signature

7/18/2023

Date

**NOT APPLICABLE**  
**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>	
<b>Congressional District, if known:</b>	<b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>	
<b>8. Federal Action Number, if known:</b>	<b>CFDA Number, if applicable:</b> _____	
<b>10a. Name and Address of Lobbying Entity:</b> (if individual, last name, first name, middle)	<b>9. Award Amount, if known:</b> \$ _____	
<b>11. Amount of Payment (check all that apply):</b> \$ _____  ___ Actual ___ Planned	<b>10b. Individuals Performing Services (include address if different from 10a.)</b> (last name, first name, middle)	
<b>12. Type of payment (check all that apply):</b> ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____	<b>13. Form of Payment (check all that apply):</b> ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____	
<b>14. Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____) No <u>X</u>	<b>15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>	
<b>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 disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<p style="text-align: right;">Attach Continuation Sheet(s) SF-LLL-A (if necessary)</p> Signature: <u></u> Print Name: <u>Amy Shaffer</u> Title: <u>CEO, Chartwells K12</u> Telephone: <u>704-328-4000</u> Date: <u>7/18/2023</u>	
<b>Federal Use Only:</b>	<b>Authorized for Local Reproduction Standard Form -- LLL</b>	

## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the Local Educational Agency (SPONSOR) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Compass Group USA, Inc., by and through its  
Chartwells Division

Snoqualmie Valley School District

NAME OF FOOD SERVICE MANAGEMENT COMPANY

NAME OF LOCAL EDUCATIONAL AGENCY

(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 offeror's 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 other offeror's organization responsible within the organization 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:**

	Amy Shaffer, CEO, Chartwells K12	7/18/2023
<hr/>		
SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE	TITLE	DATE

**In accepting this offer, the SPONSOR certifies that no representative of the SPONSOR has taken any action that may have jeopardized the independence of the offer referred to above.**

	CFO	7/19/23
<hr/>		
SIGNATURE OF SPONSOR AUTHORIZED REPRESENTATIVE	TITLE	DATE

# CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Compass Group USA, Inc., by and through  
its Chartwells Division

Name of Food Service Management Company

Snoqualmie Valley School District

Name of School Food Authority

## THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

## THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

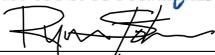
- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.



Signature of FSMC's Authorized Representative

Amy Shaffer  
CEO, Chartwells K12

7/18/2023



Signature of SFA's Authorized Representative

Ryan Stokes, SVSD CFO  
Title

7/19/23

Date

## ATTACHMENT 2: Revised ProForma

All Offerors must use the SPONSOR provided information for Pro Forma development. Maximum of three (3) decimal points \$X.XXX. Financial Pro Forms that do not utilize the exact program information as provided will not be accepted.

**Revenue, Meals and District Expenses are projections based on current 23-24 run-rates.**

### Revenue

	Dollars	CPM*
Local Sales - Lunches	\$ 1,473,996	\$ 3.572
State Reimbursements	\$ 7,238	\$ 0.018
Federal Reimbursements	\$ 473,286	\$ 1.147
USDA Foods: Commodity Value	\$ 118,929	\$ 0.288
<b>Total Revenue</b>	<b>\$ 2,073,449</b>	<b>\$ 5.025</b>

### Expenses

#### FSMC Meal Charges

Food Costs	\$ -	\$ -	
Non-Food Supplies (paper, plastic, etc.)	\$ -	\$ -	
On-Site Supervisory Cost	\$ -	\$ -	
Contractor's General & Administrative	\$ -	\$ -	
<b>Total FSMC Fixed Rate Charge</b>	<b>\$ -</b>	<b>\$ -</b>	Price before Commodity
USDA Foods: Commodity Credit to District	\$ (118,929)	\$ (0.288)	
<b>Total FSMC Expenses</b>	<b>\$ (118,929)</b>	<b>\$ (0.288)</b>	Fixed Rate plus Commodity Credit

#### Estimated District Expenses

Annual District Labor, Wages, Taxes & Benefits	\$ 1,655,128	\$ 4.011
Maintenance	\$ 10,000	\$ 0.024
Health Permits	\$ 8,500	\$ 0.021
Office Supplies	\$ 8,500	\$ 0.021
USDA Foods: Commodity Value	\$ 118,929	\$ 0.288
<b>Total Expenses</b>	<b>\$ 1,563,199</b>	<b>\$ 3.789</b>

#### **Gain/(Loss)**

<b>\$ 510,250</b>	<b>\$ 1.237</b>
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Meal Type	Meals/Dollars	Conversion Rate	Meal Equivalents
<b>Breakfasts</b>	<b>34,977</b>	<b>1.5</b>	<b>23,318</b>
<b>Lunches</b>	<b>335,527</b>	<b>1.0</b>	<b>335,527</b>
<b>Ala Carte/Adult/Catering</b>	<b>\$244,587.00</b>	<b>\$4.550</b>	<b>53,755</b>
<b>Total</b>			<b>412,600</b>

\* - CPM-Cost Per Meal, include pattern breakfasts, lunches, and equivalent meals in calculations.