

Base Year Review

Per the Procurement Selection Chart, all FSMC contracts held by an SFA must be reviewed during the State agency's local procurement review. If the State agency is conducting an initial review of a SFA's solicitation and/or contract as part of the State agency approval process required under 7 CFR 210.16(a)(9) and 7 CFR 210.19(a)(5) (separate from this procurement review), please complete sections A through C in the FSMC Base Year Review workbook tab. If the reviewer is conducting a review of an FSMC during a renewal year, the reviewer should use the FSMC-Renewal Year Review workbook tab (NOT this tab).

Section A State Agency Review of SFA Solicitation/Contract Document	Fixed Price	Cost + Fee
1) Did the FSMC solicitation/contract (in many cases, the solicitation becomes the contract when signed by both parties) include the following:		
a) Initial contract duration limited to 1 year? [7 CFR 210.16(d)]	page 14 #1	page 14 #1
b) Yearly contract renewal options do not exceed 4 additional years? [7 CFR 210.16(d)]	page 14 #1	page 14 #1
2) Did the solicitation/contract identify that the SFA would: [7 CFR Part 210.16(a)]		
a) Ensure that the food service operation was in conformance with the school food authority's agreement under the Program? [7 CFR 210.16(a)(2)]	page 17 #1	page 17 #1
b) Monitor the food service operation through periodic on-site visits? [7 CFR 210.16(a)(3)]	page 17 #4	page 18 #4
c) Retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals? [7 CFR 210.16(a)(4)]	page 17 #2	page 17 #2
d) Retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims? [7 CFR 210.16(a)(5)]	page 17 #8	page 18 #8
e) Ensure that all federally donated foods received by the school food authority and made available to the FSMC accrue only to the benefit of the school food authority's nonprofit school food service and will be fully utilized therein? [7 CFR 210.16(a)(6)]	page 21 #4	page 22 #4
f) Maintain applicable health certification and assure that all State and local regulations are being met by a food service management company preparing or serving meals at a school food authority facility? [7 CFR 210.16(a)(7)]	page 17 #11	page 18 #11
g) Establish an advisory board composed of parents, teachers, and students to assist in menu planning? [7 CFR 210.16(a)(8)]	page 17 #7	page 18 #7
3) Did the solicitation/contract include a 21-day cycle menu developed in accordance with the provisions of 7 CFR 210.10, to be used as a standard for the purpose of basing bids or estimating average costs per meal? (Please note that the SA may approve a provision in the solicitation requiring the FSMC to provide a 21-day cycle menu for SFA's with no capability to prepare one) [7 CFR 210.16 (b)(1)]	page 2 #16	Page 2 #16
4) Did the solicitation/contract state that nonperformance would result in sanctions and were the sanctions listed? [7 CFR Part 210.16(b)(1)]	page 8	page 8
5) Did the solicitation permit all income and expenses to accrue to the food service management company? [7 CFR 210.16(c)]	Prohibited "not included in prototype"	Prohibited "not included in prototype"
6) Did the solicitation/contract include a "cost-plus-a-percentage-of-cost" and/or "cost-plus-a-percentage-of-income" provision? [7 CFR 210.16(c)]	page 13 #2 "prohibited"	page 13 #2
7) Did the solicitation include any unallowable cost items such as scholarships, gifts/gift cards, event tickets, grants, catering accounts, etc.? [2 CFR 200 Appendix II]	Statement not in prototype	Statement not in prototype
8) Did the solicitation require the FSMC to: [7 CFR Part 210.16(c)]		
a) Maintain records to support the SFA's Claims for Reimbursement and require the FSMC to, at a minimum, report claim information to the school food authority promptly at the end of each month and make the information available upon the SFA's request?	page 16 #9	page 17 #9
b) Secure a State or local health certification for any facility outside the school in which it will prepare meals and require the FSMC to maintain this health certification for the duration of the contract?	page 16 #12	page 17 #17
9) Did the solicitation indicate that no payment would be provided to the FSMC for spoiled/unwholesome meals or noncompliance with the meal pattern under 7 CFR Part 210.10?	page 23 #4	Page 24 #4
10) If contracting with a FSMC to operate an a la carte food service, did the solicitation require the FSMC to offer free, reduced price and paid reimbursable lunches to all eligible children? [7 CFR 201.16(a)]	page 16 #14	Page 16 #2 & #4
11) Did the solicitation include all requirements regarding "Buy American," including: [7 CFR Part 210.21(d)/FNS Policy Memo SP 24-2016]		
a) The need for documentation that requests consideration on the use of domestic alternative foods before approving an exception?	page 24	page 25
b) A requirement to document the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food?	page 24	page 25
c) A requirement to document the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality?	page 24	page 25
12) Did the solicitation/contract include meal pattern requirements for:		
a) 7 CFR Parts 210.10 and afterschool snack, if applicable	page 16 #3	page 16 #3
b) 7 CFR Part 220.8, if applicable	page 16 #3	page 16 #3
c) Other programs operated, if applicable (SFSP, CACFP At-Risk)	page 16 #3	page 16 #3
13) Did the solicitation prevent the FSMC from directly or indirectly restricting the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event?. [7 CFR 210.21(e)]	page 23 #5	page 24 #5

14) If a cost reimbursable contract was solicited, were the following provisions included as listed in 7 CFR 210.21(f)?:		
a) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.	N/A	page 17 #12
b) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);	N/A	page 17 #13
c) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;	N/A	page 20 #14
d) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. Note: If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually.	N/A	page 20 #15
e) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.	N/A	page 17 #16
f) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.	N/A	page 17 #17
15) If subcontracts were let, was a requirement included to take the affirmative action steps for small and minority businesses, women's business enterprises, and labor surplus area firms so they would be used when possible? [2 CFR Part 200.321(a)(1-6)]	page 15 & 16	page 16 #2
16) Were the following provisions included per Appendix II to 2 Part 200:		
a) Termination for cause and for convenience clause included with the manner by which it will be effected and the basis for settlement? (For contracts in excess of \$10,000 only) [2 CFR 200 Appendix II]	page 20 #17	page 21 #17
b) Equal Employment Opportunity (in excess of \$10,000)?	page 20 #18	page 24 #18
c) Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708) (for contracts in excess of \$2,500)?	page 20 #20	page 21 #20
d) Davis Bacon Act (for construction contracts in excess of \$2,000)?	page 20 #19	page 21 #19
e) Rights to Inventions Made Under a Contract or Agreement (if applicable)?	page 21 #21	page 21 #21
f) Debarment and Suspension [Executive Orders 12549 and 12689](2 CFR Part 200.213 and Appendix II to 2 CFR Part 200 (I) (All contracts))?	page 22 #23	page 23#23
g) Byrd Anti-Lobbying Amendment [31 U.S.C. 1352] (Appendix II to 2 CFR Part 200 (for contracts worth \$100,000 or more)?	page 22 #24	page 23 #24
17) Did the solicitation restrict competition by: [2 CFR Part 200.319(a)(1-7):		
a) Placing unreasonable requirements on firms to qualify for business?	page 8	page 8
b) Requiring unnecessary experience and excessive bonding?	page 8	page 8
18) Were State agency additional requirements included, if applicable? [7 CFR Part 210.19(e)]	N/A	N/A
19) Does the solicitation and contract include the following required contract provisions in 7 CFR 250.53 for FSMC fixed-price and cost-reimbursable contracts?:		
a) A statement that the food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);	page 21 #2	page 22 #2
b) The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited;	page 21 #8	page 22 #8
c) The method of determining the donated food values to be used in crediting, in accordance with 7 CFR 250.51(c), or the actual donated food values;	page 21 #9	page 22 #9
d) Any activities relating to donated foods that the food service management company will be responsible for, in accordance with §250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR 250;	page 22 #21	page 23 #21
e) A statement that the food service management company will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service;	page 22 #16	page 23 #16
f) A statement that the food service management company will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service;	page 22 #17	page 23 #17
g) Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value;	page 22 #19	page 23 #19
h) Assurance that the food service management company will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR 250;	page 21 #6	page 22 #6
i) Assurance that the food service management company will comply with the storage and inventory requirements for donated foods;	page 21 #10	page 22 #10
j) A statement that the distributing agency, subdividing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;	page 22 #20	page 23 #20
k) A statement that the food service management company will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 CFR 250.54(b); and	page 21 #3	page 22 #3
l) A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.	page 22 #18	page 23 #18

20) For cost reimbursable contracts only: Does this contract type contain a statement that the food service management company will ensure that its system of inventory management will not result in the recipient agency being charged for donated foods.	N/A	page 23 #22
21) For SFAs operating SFSP and CACFP only: Does the solicitation and contract include the following requirements:	N/A	N/A
a) Language that prohibits subcontracting in 7 CFR 225.6(h)(2)(ii) and 7 CFR 226.21(e)?	N/A	N/A
b) Bond requirement for the SFSP for contracts over \$150,000 [7 CFR Part 225.15(m)(5-7)]? (NOTE: a bid bond- not less than five (5) percent nor more than ten (10) percent, as determined by the sponsor. A copy of the bid bond shall accompany each bid; and a performance bond in an amount not less than ten (10) percent nor more than twenty-five (25) percent of the value of the contract, as determined by the State agency, of the value of the contract for which the bid is made. Any food service management company which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$100,000. Sponsors shall require the food service management company to furnish a copy of the performance bond within ten days of the awarding of the contract.	N/A	N/A
Section B: SOLICITATION - NONCOMPETITIVE PROPOSALS		
22) If noncompetitive negotiation was used, was this due to: [2 CFR 200.320(f)]		
a) A public exigency/emergency did not permit a competitive solicitation?	N/A	N/A
b) FNS or SA expressly authorized a noncompetitive negotiation based on a written request? If yes, attach authorization documentation.	N/A	N/A
c) After solicitation of a number of sources, competition was inadequate?	N/A	N/A
d) The item was available only from a single source?	N/A	N/A
Section C: EVALUATION AND AWARD -		
23) For IFBs only: Were all bids opened at the time and place prescribed? [2 CFR 200.320(c)(2)(iii)]	N/A	N/A
24) For IFBs only: Did the LEA/SFA evaluate all responses in compliance with the solicitation document and award a firm, fixed-price contract to the lowest responsive and responsible bidder? [2 CFR 200.320(c)(2)(iv)]	N/A	N/A
25) For RFPs only: Did the LEA/SFA evaluate all responses in compliance with the solicitation document and award the offer to the most advantageous proposal with cost being the primary evaluation criteria? [2 CFR Part 200.320 (c-d)]	Review at LEA level	Review at LEA level
26) If any bids/offers were rejected, were the reasons sound and documented? [2 CFR 200.320(c)(2)(v)]	Review at LEA level	Review at LEA level
27) Were bids/offers evaluated and awarded as published in the solicitation?	Review at LEA level	Review at LEA level
28) Were any overly responsive bids/offers used to evaluate contract award?	Review at LEA level	Review at LEA level
29) Were any unallowable cost items included in the contract award (scholarships, gifts/gift cards, event tickets, grants, catering accounts, etc.)?	Review at LEA level	Review at LEA level
30) Did procedures comply with the LEA/SFA's standards of conduct and documented procurement procedures? [2 CFR Part 200.318]	Review at LEA level	Review at LEA level
31) If the geographic preference option was used, was the evaluation/scoring for the award correct and as published? [SP18-2011, Procurement Geographic Preference Q&As and SP03-2012, Procurement Geographic Preference Q&As Part II]	Review at LEA level	Review at LEA level
32) Did bids/offers include noncompetitive pricing practices? [2 CFR Part 200.319(a)(3)]	Review at LEA level	Review at LEA level
33) Was a noncompetitive contract awarded to a consultant(s) on retainer? [2 CFR Part 200.319(a)(4)]	Review at LEA level	Review at LEA level