

FOOD SERVICE MANAGEMENT COMPANY COST REIMBURSABLE  
 CONTRACT RENEWAL  
 SCHOOL YEAR 2020-2021

*(This renewal is for SFAs whose Contract Base Year is **2016-2017 OR 2017-2018 ONLY**)*

School Food Authority (SFA)	
Agreement Number	
Certifier's Email	
Alternate Certifier's Email	
Food Service Management Co. (FSMC)	

**Base Year Contract** Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Check the box if the SFA is participating in the following programs during school year **2020-2021**:

Breakfast     Lunch     Snack     SFSP     CACFP

The purpose of this renewal is to renew the existing Food Service Management Company Contract, as previously amended and renewed (if applicable). The terms and conditions will remain the same except as set forth below.

**A. DURATION OF CONTRACT RENEWAL**

This renewal begins on **July 1, 2020** and ends on **June 30, 2021**.

**B. MANAGEMENT AND/OR ADMINISTRATIVE FEE**

The SFA shall pay the FSMC the following: *Check the fee structure that applies from Base Year Contract*

- Management/Administrative Fee (all one fee) \$ \_\_\_\_\_ per meal SY 2020-2021
- Management Fee \$ \_\_\_\_\_ per meal
- Administrative Fee \$ \_\_\_\_\_ per meal
- Management/Administrative Total Flat Fee (all one fee) \$ \_\_\_\_\_ SY 2020-2021
- Management Total Flat Fee \$ \_\_\_\_\_ SY 2020-2021
- Administrative Total Flat Fee \$ \_\_\_\_\_ SY 2020-2021

The Meal Equivalent Conversion Factor in the Base Year Contract used to determine the Meal Equivalents served by the FSMC remains the same for each renewal.

This Conversion Factor is: \$ \_\_\_\_\_.

The Meal Equivalent Conversion Factor **does not** apply to **Flat Fee** contracts.

**C. FINANCIAL GUARANTEES**

Response and Projected Operating Statement (Form #23CR) **must be completed for SY 2020-2021 and returned with this contract renewal.**

**FSMC Guarantee to the SFA for SY 2020-2021: FSMC Guarantee to SFA from SY 2019-2020:**

- |   |   |
|---|---|
| <input type="checkbox"/> No Guarantee                       | <input type="checkbox"/> No Guarantee                       |
| <input type="checkbox"/> Breakeven (0 Cost)                 | <input type="checkbox"/> Breakeven (0 Cost)                 |
| <input type="checkbox"/> Loss (Amount of Loss) \$ _____     | <input type="checkbox"/> Loss (Amount of Loss) \$ _____     |
| <input type="checkbox"/> Return (Amount of Return) \$ _____ | <input type="checkbox"/> Return (Amount of Return) \$ _____ |

**Choose one:**

- FSMC **loss or return** to the SFA is **Unlimited**
- FSMC **loss or return** to the SFA is **Limited to** (Indicate Amount) \$ \_\_\_\_\_
- FSMC **loss or return** to the SFA is **Limited to** the FSMC's Management Fee

Guarantee Reimbursement Conditions and Assumptions remain the same as previously agreed upon in the Base Year Contract.

**D. REVISED PARAGRAPH UNDER *Section S. Buy American***

**S. Buy American**

1. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. 7 CFR 210.21(d)(2)(i).
2. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.
3. The FSMC shall be required to use alternative domestic foods first before requesting SFA approval to purchase non-domestic foods.
4. Exceptions to the Buy American requirement shall be requested from the SFA prior to a purchase when:
  - a. The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or
  - b. Competitive bids reveal the cost of a United States food or food product is significantly higher than the non-domestic product.
5. All exceptions must be pre-approved by the SFA and should be used as a last resort.
6. Requests for exceptions shall include:

- a. Alternative food and food product substitutes that are domestic and meet the required specifications, including:
  - i. The price of the domestic food product alternative substitute(s); and
  - ii. The availability of the domestic food product alternative substitute(s) in relation to the quantity ordered; and
- b. The reason for the exception (limited supply, lack of availability or price) including:
  - i. The price of the domestic food product; and
  - ii. The price of the non-domestic food product that meets the required specifications of the domestic food product.

**E. SUMMER FOOD SERVICE PROGRAM (SFSP):**

**By renewing this contract**, SFAs that will participate in the SFSP for summer 2020 must procure meals for the SFSP separately following SFSP requirements.

**More information about the SFSP can be found at:**

[https://www.nj.gov/agriculture/divisions/fn/childadult/summer\\_food.html](https://www.nj.gov/agriculture/divisions/fn/childadult/summer_food.html)

**F. CHILD AND ADULT CARE FOOD PROGRAM (CACFP):**

**By renewing this contract**, SFAs participating in the CACFP for SY 2020-2021 must procure meals for the CACFP separately following CACFP requirements.

**More information about the CACFP can be found at:**

<https://www.nj.gov/agriculture/divisions/fn/childadult/food.html>

**CERTIFICATIONS:**

**I certify** that the increase in the Management/Administrative Fee (combined as one fee) in this renewal **DOES NOT** exceed the Index Rate (as calculated on the Index Rate/Food Service Management Company (FSMC) Fee Worksheet (Form #272) and returned with this renewal) in place at the time this renewal was approved at the SFA's Board of Education Meeting (for Public and Charter Schools) or date signed by the School Administrator (for Non-Public Schools)

**Public and Charter Schools must complete the following**

**I certify** that this Contract Renewal was approved by the Board of Education and that the fee, total cost of the contract renewal (from Form #23CR), and guarantee information are included in the official Board Minutes.

**Board Meeting Date:** \_\_\_\_\_ **Resolution/Agenda Number** \_\_\_\_\_

Except as specifically set forth in this Renewal, all other terms and conditions of the Contract shall remain the same and continue to be in full force and effect. In the event of a conflict between the provisions of the Contract and this Renewal, the provisions of this Renewal shall be controlling as to the matters set forth herein. The Parties agree that upon the effective date of this Renewal, it shall become a binding and integral part of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Renewal to be signed by their duly authorized representatives.

SCHOOL BOARD PRESIDENT

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SCHOOL FOOD AUTHORITY REPRESENTATIVE

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOOD SERVICE MANAGEMENT COMPANY REPRESENTATIVE

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_