

FOOD SERVICE MANAGEMENT COMPANY FIXED PRICE
CONTRACT RENEWAL (ADDENDUM)
CERTIFICATION AND AGREEMENT PAGE
SCHOOL YEAR 2020-2021

School Food Authority: _____

Agreement Number: _____

Food Service Management Company: _____

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

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

C. FINANCIAL GUARANTEES

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

FSMC Guarantee to the SFA for SY 2020-2021:

FSMC Guarantee to SFA from SY 2019-2020:

No Guarantee

No Guarantee

Breakeven (0 Cost)

Breakeven (0 Cost)

Loss(Amount of Loss) \$ _____

Loss (Amount of Loss) \$ _____

Return (Amount of Return) \$ _____

Return (Amount of Return) \$ _____

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 will 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. REVISED PARAGRAPH UNDER SECTION Z. SFSP (Summer Food Service Program)

For SFA's whose participation in this program was indicated on page 4 of the base year RFP/contract:

1. The SFA shall offer meals to all eligible children participating in SFSP.
2. Meal Requirements: All meals served under this contract shall conform to the cycle menus upon which the proposal was based, and to menu changes agreed upon by the SFA and FSMC. All meals served under the program shall meet the requirements of 7 CFR 225.16.
3. The FSMC will operate the SFSP as part of this Cost Reimbursable Contract. The cost of operation (including preparation, recordkeeping, and delivery of meals) must be documented as part of the Response and Projected Operating Statement (Form #23CR) and invoiced to the SFA using a Monthly Operating Statement and invoice.
4. In accordance with 7 CFR 225.15(a)(3), the SFA cannot contract out management responsibilities of the SFSP.
5. The SFA shall be responsible for determining eligibility for SFSP sites.
6. The SFA as a SFSP sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.
7. Subcontracting: FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the SFA, its contract or any interest therein. In the event of any assignment, FSMC shall remain liable to the SFA as principal for the performance of all its obligations under this contract 7 CFR 225.6(h)(2)(ii).

8. Noncompliance: In cases of nonperformance or noncompliance on the part of the FSMC, FSMC shall pay SFA for any excess costs which SFA may incur by obtaining meals from another source.

9. FSMC will provide meals using: (indicate choice)

SFSP Meal Patterns **OR**

NSLP/SBP/ASSP Meal Patterns

10. Bonding Requirements for SFSP

The FSMC will comply with all bonding requirements mandated in 7 CFR 225.15(m) (5-7).

a. SFSP Performance Guarantee: If the estimated SFSP value of the awarded contract exceeds \$100,000.00, the FSMC shall obtain a performance bond in the amount of 10% of the Total Expenses of the SFSP portion of the contract. This amount is calculated for the SFA and FSMC in the Response and Projected Operating Statement (Form#23CR) on page 1.

This bond must be furnished upon the final approval by the State Agency of the FSMC/SFA contract, but no later than 7 calendar days prior to contract commencement if the SFSP will operate in SY 2020-2021 (SFSP2020). The performance bond shall be held for the duration of the SFSP meal service period.

b. If the SFSP is a future program, the performance bond must be provided prior to the time the program begins to operate and each year the SFSP operates thereafter.

c. The performance bond must be from one of the surety companies listed in the most recent issue of the U.S. Department of Treasury Circular 570. Cash, certified checks, letters of credit, and escrow accounts, are not acceptable substitutes for bid bonds.

More information about the SFSP can be found at:

https://www.nj.gov/agriculture/divisions/fn/childadult/summer_food.html

F. REVISED PARAGRAPH UNDER Section AA. CACFP (Child and Adult Care Food Program):

AA. Child and Adult Care Food Program (CACFP)

If the SFA will be operating the CACFP "At Risk" meal program for SY 2020-2021, the Response and Projected Operating Statement (Form#23CR) CACFP section must be completed.

1. The FSMC shall furnish food and non-food and milk products as ordered by the SFA.
2. All meals served under this contract shall conform to the cycle menu upon which the proposal was based and to the menu changes agreed upon by the SFA and the FSMC.
3. The SFA shall be responsible for the administration of the CACFP including: determining the eligibility of all CACFP sites, submitting the reimbursement claim, and monitoring sites. The SFA shall not delegate any CACFP management responsibilities to the FSMC. 7 CFR 226.15(c).
4. The SFA shall be responsible for ensuring the food service operation conforms to all program requirements outlined in 7 CFR Part 226.

5. The FSMC will operate the CACFP as part of this contract. The anticipated budget and cost of operation (including the cost of food, preparation, record keeping, and delivery of meals) must be documented on the Response and Projected Operating Statement (Form #23CR) and billed monthly to the SFA using a Monthly Operating Statement and invoice.
6. The FSMC will provide meals using: (indicate choice)
 - CACFP Meal Patterns (7 CFR 226) OR
 - NSLP/SBP/ASSP Meal Patterns (7 CFR 210/220)

More information about the CACFP can be found at:

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

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

- SFSP CACFP

Complete if SFSP and/or CACFP are checked above:

- SFSP CACFP Meals were procured as part of the SFA's Base Year Contract
- SFSP CACFP Meals will be procured separately through SFSP and/or CACFP
- SFSP SFA will be using a Sponsor for summer 2020 for the SFSP

Name of the Sponsor: _____

All SFAs must complete the following:

- I certify** that the information provided in ECAS has been recorded accurately.

Public and Charter Schools must complete the following:

- I certify** that this Contract Renewal was approved by the Board of Education and that the per meal price and guarantee information is included in the official Board Minutes.