

**FOOD SERVICE MANAGEMENT
COMPANY COST REIMBURSABLE CONTRACT RENEWAL
SCHOOL YEAR 2021-2022**

*(This renewal is for SFAs whose Contract Base Year is **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 **2021-2022**:

- 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, 2021** and ends on **June 30, 2022**.

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 2021-2022
- Management Fee \$ _____ per meal
- Administrative Fee \$ _____ per meal
- Management/Administrative Total Flat Fee (all one fee) \$ _____ SY 2021-2022
- Management Total Flat Fee \$ _____ SY 2021-2022
- Administrative Total Flat Fee \$ _____ SY 2021-2022

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 2021-2022 and returned with this contract renewal.**

FSMC Guarantee to the SFA for SY 2021-2022: FSMC Guarantee to SFA from SY 2020-2021:

- | | |
|---|---|
| <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. SUMMER FOOD SERVICE PROGRAM (SFSP):

By renewing this contract, SFAs participating in SFSP certify that the Summer Food Service Program (SFSP) was procured in the 2017-2018 Base Year RFP/Contract or was procured separately through the SFSP Unit.

More information about the SFSP can be found at:

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

E. CHILD AND ADULT CARE FOOD PROGRAM (CACFP):

By renewing this contract, SFAs participating in the CACFP for SY 2021-2022 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 below:

Allowable Renewal Fee Increase (Based on Index Rate)		
	Fee 1	Fee 2
Base Year Fee(s) (2017-2018)		
First Renewal Fee(s) (2018-2019)		
Second Renewal Fee(s) (2019-2020)		
Third Renewal Fee(s) (2020-2021)		
Fourth Renewal Fee(s) (2021-2022)		

The Index Rate Percentage is posted on: *NJ Department of Community Affairs website:*
http://www.state.nj.us/dca/divisions/dlqs/programs/lpcl_docs/cur_index_rate.pdf

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 BUSINESS
ADMINISTRATOR/Administrator

Printed Name: _____

Signature: _____

Title: _____

Date: _____

FOOD SERVICE MANAGEMENT COMPANY REPRESENTATIVE

Printed Name: _____

Signature: _____

Title: _____

Date: _____