

**School Nutrition Programs
Renewal of Food Service Management Contract
Cost Reimbursable
School Year 2013-14**

This renewal document is required in order to meet School Nutrition Programs (SNP) requirements and for contract payments to be allowable costs to the nonprofit school food service. No changes may be made to this renewal document except for the information required to be inserted.

Federal regulations for School Nutrition Programs (7 CFR 210.16) allow a food service management contract to be renewed for a term not to exceed one year upon mutual agreement of the school food authority and the food service management company. Contract fees for the renewal period may be adjusted only according to an economic index, such as Consumer Price Index, as specified in the original contract.

A public school or district may renew the original contract up to two times (total of three years including the original contract) in accordance with the renewal terms of the original contract and Minnesota Statutes §123B.52. A school food authority that is not a public school or district may renew the original contract up to four times (total of five years including the original contract) in accordance with the renewal terms of the original contract and federal program regulations.

1. Definitions

“School” is the school district, school or residential child care organization contracting for food service management.

School: _____

School Nutrition Programs Sponsor ID Number: _____

“Company” is the company providing food service management to School.

Company: _____

“Original contract” is the first-year food service management contract that specified the terms for subsequent renewals of the contract. The original contract was for School Year 20____ - 20____.

2. Renewal of Contract

School and Company mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document.

This is the _____ year of the contract, counting the original year of the contract and all renewals.

Start Date for Renewed Contract: _____ End Date for Renewed Contract _____

3. Adjusted Fees

School will pay Company the adjusted administrative fees listed below, as allowed by the original contract. Company will not charge or request reimbursement of additional fees. Company will continue to be reimbursed for reimbursable costs as specified in the original contract.

- a. Percentage that administrative / management fees will be adjusted from school year 2012-13 (May not exceed 3.1%): _____
- b. List each fee, the fee amount for 2012-13, and the adjusted fee amount for 2013-14 based on the percentage shown above.

Fees:	2012-13	2013-14

Non-financial adjustments for renewal, if any (only minor changes to contractual responsibilities may be made without rebidding): _____

4. Meal Equivalency Factor

The meal equivalency factor used to determine payments for the service of a la carte foods is specified here.

Check one:

- Not applicable – a la carte foods are not provided under this contract.
- The original contract specified that the meal equivalency factor would be recalculated annually based on current federal reimbursement rates for free school lunch plus entitlement value of commodities, which is \$3.0875. The meal equivalency factor that will be used for school year 2013-14 is \$_____.
- The original contract specified the following basis for annual recalculation of the meal equivalency factor: _____. The meal equivalency factor that will be used for school year 2013-14 is \$_____.
- The original contract had no requirement for annual recalculation of the meal equivalency factor. The meal equivalency factor specified in the original contract will continue to be used for school year 2013-14.

5. Cost Reimbursements and Disclosure of Receipt of USDA Foods

As specified in the original contract, Company will identify allowable costs and invoice School for costs net of all discounts, rebates and other applicable credits. School will pay allowable costs from the nonprofit food service account net of all discounts, rebates and other applicable credits.

As specified in the original contract, Company will promptly disclose the types, amounts, and cash values of USDA donated foods that have been received for use.

6. Revised Meal Pattern and Nutrition Requirements

Effective July 1, 2013, school lunches and breakfasts must meet the revised school lunch meal pattern and nutrition standards in 7 CFR 210.10, as required by the Healthy, Hunger-Free Kids Act of 2010.

Signatures

School Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Company: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

INSTRUCTIONS FOR DEBARMENT CERTIFICATION FORM

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted to obtain a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, search the records on the System for Award Management (SAM). [View the SAM website](https://www.sam.gov/portal/public/SAM/) (https://www.sam.gov/portal/public/SAM/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER-TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on next page before completing Certification.)

- (1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- (2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: _____

Project Name: National School Lunch Program _____

Name/Title of Authorized Representative: _____

Signature: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally 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 any 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 contract, grant, loan 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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Company Name: _____

Project Name: National School Lunch Program _____

Name/Title of Authorized Representative: _____

Signature: _____

Date: _____