



### Annual Renewal for Food Service Contract

#### For Institutions and facilities renewing original CACFP Food Service Contracts

Complete and submit original to the State agency, one copy to the Food Service Management Company (FSMC) or School Food Authority (SFA) and retain one copy for your files.

Name of FSMC/SFA: \_\_\_\_\_

Street Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Type of Food Service Management Company (if applicable):  Public  Private

In order to achieve the purpose of Section 17 of the National School Lunch Act, as amended, and the regulations governing the Child and Adult Care Food Program ("CACFP"), the

\_\_\_\_\_  
(Institution's or Facility's Name)

\_\_\_\_\_  
(Agreement #)

\_\_\_\_\_  
(Institution's or Facility's Address)

(hereinafter referred to as the "Institution or facility") and the Food Service Management Company (hereinafter referred to as the "FSMC") or School Food Authority (hereinafter referred to as the "SFA") whose name and address appears above, agree to comply with the terms of this Agreement and all applicable Federal and State laws, regulations, and policies governing the Child and Adult Care Food Program (CACFP).

#### A. Renewal of Contract

The Institution or facility and the FSMC or SFA mutually agree to renew the original contract for the term indicated below, not to exceed one year. An Institution or facility may renew the original contract **up to four times**, for a total of five years including the original contract. The original contract is the first year of the Food Service Management contract, which was competitively procured and specified the terms for contract renewals.

This is the \_\_\_\_\_ year of the contract, counting the original year of the contract and renewals.

Start Date for Renewed Contract: \_\_\_\_\_ End Date for Renewed Contract: \_\_\_\_\_

Contract Type	Beginning Date	Ending Date
Original		
Renewal #1		
Renewal #2		
Renewal #3		
Renewal #4		

**B. Unit Price Schedule**

The institution and the FSMC or SFA have mutually agreed to the **2020-2021** prices as shown below. The maximum amount that 2020-2021 prices may be increased is 2.9 percent [Consumer Price Index (CPI-U), Food Away from Home, Southeast Region, for the twelve months ending December 2019 (end of the year price index)]. The FSMC or SFA shall provide the following meals in the estimated quantities to be delivered at the location(s) stated on the original contract.

**Unit Price Schedule for 2020-2021**

	Total Number of Operating Days	X	Units Needed Per Day	X	Unit Price for 2020 - 2021 (maximum increase is 2.9%) (\$)	=	Total
Breakfast		X		x		=	
AM Snack		X		X		=	
Lunch		X		X		=	
PM Snack		X		X		=	
Supper		X		X		=	
LPM Snack		X		X		=	
						=	

All meals served under this Agreement shall meet the meal pattern requirements of [7 Code of Federal Regulations \(CFR\) 226.20](#). Individual changes to the meal pattern are permitted if the institution or facility has received a completed Medical Statement for Meal Modifications to accommodate participants with medical conditions. Unit price must include food, milk (if applicable), packaging, taxes, transportation, and all related costs.

**C. Revised Program Requirements**

The FSMC or SFA agrees to meet all CACFP requirements including requirements that become effective during the renewed contract year.

**D. Termination**

Either party may terminate the contract for cause as allowed in the original contract. The contract may be terminated for (no cause) if the partners mutually agree to terminate for convenience.

**E. Terms and Conditions**

All other terms and conditions remain in effect from the original contract.

**FRAUD PENALTY**

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property that are the subject of a grant or other form of assistance, whether received directly or indirectly from U.S. Department of Agriculture (USDA), or whoever receives, conceals, or retains such funds, assets, or property to personal use or gain, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of the value of \$100 or more, be fined not more than \$10,000 or imprisoned not more than five years, or both, or, if such funds, assets, or property are of a value of less than \$100, shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

This Agreement is binding on the FSMC or SFA as long as it receives assistance or retains possession of any assistance from the USDA and the State agency.

This information in this Agreement submitted on behalf of the FSMC or SFA is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of Federal funds and that deliberate misrepresentation may subject me to prosecution under applicable State and federal criminal statutes.

**NONDISCRIMINATION STATEMENT**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- 1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- 2) Fax: (202) 690-7442; or
- 3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**SIGNATURE WARRANTIES**

Each individual signing below warrants that he or she is duly authorized to sign this Agreement and to bind the party for whom he or she signs to the terms and conditions of this Agreement.

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Signature of Authorized Institution or Facility Representative

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Representative's Title Date

The undersigned represents the Food Service Management Company or SFA and has the authority to contract for and on behalf of said Food Service Management Company or School Food Authority. The undersigned further represents that he or she has read, understands, and agrees to the terms of this Agreement.

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Signature of Food Service Management Company or School Food Authority Authorized Representative

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Representative's Title Date

### Schedule A

Please use Schedule A to update any changes to locations or delivery times.

#### FACILITY(IES) WHERE MEALS WILL BE PROVIDED

#	NAME AND ADDRESS OF FACILITY(IES)	TYPE OF MEAL	QUANTITY OF MEALS	DELIVERY TIME FOR EACH MEAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				