Summer Food Service Program
Renewal of Contract for Vended Meals

2021

Upon mutual agreement of the Summer Food Service Program (SFSP) sponsoring organization and the Supplier, an SFSP Contract for Vended Meals may be renewed for subsequent one year terms after the original contract. A contract may be renewed up to four times (total of five years) unless state or local requirements allow fewer contract renewals. A contract may not provide for automatic renewals.

This template must be used for contract renewal without change or removal of any provisions except for inserting required information. No material changes may be made to the original contract.

1. **Definitions**

   "Sponsor" refers to the organization that is contracting for meals and will claim the meals for SFSP reimbursements.

   Sponsor: _____

   Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification (ID) Number:

   _____

   "Supplier" refers to the company, school or other organization that is providing meals to Sponsor.

   Supplier: _____

   "Original contract" refers to the first year of the contract which started on _____.

2. **Renewal of Contract**

   Sponsor and Supplier 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. A contract may be renewed up to four times (total of five years) unless state or local requirements allow fewer contract renewals.

   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. Adjustments to Contract

Sponsor and Supplier agree to the terms of the original contract, as adjusted here, for the term of the renewed contract.

a. Financial Terms

Sponsor will pay the fixed meal prices specified in the original contract, as adjusted here. Supplier will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices.

For each meal service, the table below shows the 2020 meal price, the mutually agreed percentage increase, and the 2021 meal price (rounded to the nearest cent). The percentage increase **may not exceed 2.9 percent** (the increase in cost of Food Away from Home from the Consumer Price Index (CPI-U), Midwest Region, for the twelve months ending December 2020).

Meal Service	2020 Price	Percentage Increase	2021 Price
	$_____	_____%	$_____
	$_____	_____%	$_____
	$_____	_____%	$_____

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding. Describe any adjustments to non-financial:

4. Unitized Meals/Bulk Food

Supplier will provide:

_____ Unitized Meals. This box must be checked unless all food will be provided as non-unitized /bulk quantities as described below.

_____ Non-unitized / bulk quantities of food. This box must be checked if Supplier provides any food in non-unitized / bulk quantities. Supplier must provide instructions on the SFSP planned portion size for each food component. Approval of Sponsor's SFSP application is MDE's approval of a waiver from the SFSP requirement to provide unitized meals.

If any sites receive non-unitized / bulk quantities and use the OVS provision, Sponsor and Supplier will coordinate regarding OVS requirements.

5. **Termination**

Sponsor or Supplier may terminate this contract renewal for cause as allowed in the original contract. The contract renewal may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

6. **Supplier Certification Statements**

Total estimated payments to Supplier during the renewal contract year are: $ _____

Check if applicable:

_____ The contract amount is expected to exceed $25,000. A Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions (signed by Supplier) is attached to this contract.

_____ The contract amount is expected to exceed $100,000 or more. In addition to the certification listed above, a Certificate Regarding Lobbying (signed by Supplier) and, if applicable, a Disclosure of Lobbying Activities (signed by Supplier) are attached to this contract.

Signatures

Sponsor

Name: _____

Authorized Representative (print name): _____

Title: _____

Signature _____Date: _____

Supplier

Name: _____

Address: _____

Authorized Representative (print name): _____

Title: _____

Signature _____Date: _____

Supplier Contact (print name): _____

Title: _____

Phone: _____ Email: _____

Address: _____

Location where meals are produced if different: _____

Independent Price Determination Certificate

Both the SFA and the FSMC shall execute this Independent Price Determination Certificate.

_____	_____
Name of FSMC	Name of SFA

By submission of this offer, the FSMC certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the FSMC and will not knowingly be disclosed by the FSMC prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other FSMC for the purpose of restricting competition.
3. No attempt has been made or will be made by the FSMC to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the FSMC certifies that:

1. He or she is the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to 1 through 3 above; or
2. He or she is not the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1 through 3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1 through 3 above.

To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

_____	_____	_____
Signature of FSMC's Authorized Representative	Title	Date

In accepting this offer, the SFA certifies that no representative of the school food authority has taken any action that may have jeopardized the independence of the offer referred above.

_____	_____	_____
Signature of SFA Authorized Representative	Title	Date

Instructions for Certification Regarding Debarment Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form 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 for assistance in obtaining 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, check the Excluded Parties List data on the federal System for Award Management website.
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 previous 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.

Organization Name: _____

Project Name: Summer Food Service Program

Name and 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 federal 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.

4. 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.

Organization Name: _____

Project Name: Summer Food Service Program

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____