

School Nutrition Programs Renewal of Contract for Vended Meals School Year 2022-23

Upon mutual agreement of the School Nutrition Programs (SNP) school food authority (SFA) and the Vendor, a SNP Contract for Vended Meals may be renewed for subsequent one-year terms after the original contract. Program regulations (7 CFR 210.16) allow a contract to be renewed up to four times (total of five years). State law for public schools (Minnesota Statutes section 123B.52) allows an SNP Contract for Vended Meals to follow the federal rule for up to four renewals if federal program requirements are met.

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

1. Definitions

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for SNP reimbursements.

SFA: Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Identification Number: 1000005678

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth Public Schools

"Original contract" refers to the first year of the contract, which started on 9/1/2021

2. Renewal of Contract

SFA and Vendor 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. The contract may be renewed a maximum of four times (a total of five years including the original contract).

This is the 2nd year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 9/1/22 End Date for Renewed Contract: 6/15/2023

3. Adjustments to Contract

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract.

a. Financial Terms

SFA will pay the fixed meal prices specified in the original contract, as adjusted here. Vendor 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 2021-22 meal price, the mutually agreed percentage increase, and the 2022-23 meal price (rounded to the nearest whole cent). The percentage increase may not exceed 7.7 percent (the increase in the cost of Food Away from Home from the Consumer Price

Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2021.)

SFA and Vendor mutually agree to the 2022-23 meal prices shown below:

Meal Type	2021-22 Price	Percentage Increase	2022-23 Price
Unitized Lunch	\$ 3.33	2.5 %	\$ 3.41
n/a	\$	___ %	\$
n/a	\$	___ %	\$

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 terms here: _____

4. USDA Foods

If Vendor will use USDA Foods in the preparation of meals at its commercial facility, Vendor is a processor of USDA Foods as defined in federal regulations (7 CFR 250.3). Vendor acknowledges that it will be required to enter into an In-State Processing Agreement with the Minnesota Department of Education or, if Vendor operates in multiple states, a National Processing Agreement with the U.S. Department of Agriculture, and to comply with the terms of the processing agreement.

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

SFA confirms that it has fully received credits for USDA Foods for school year 2021-22 or at a minimum for school year 2020-21 before renewing the contract for 2022-23, as documented on the Reconciliation of Credits for USDA Foods form or other documentation.

5. Termination

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

6. Vendor Certification Statements

Total estimated contract payments during the renewal year are: \$ 25,000⁰⁰

Check one:

☒ The contract amount is expected to be less than \$100,000. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (signed by Vendor) is attached to this contract.

☐ The contract amount is expected to be \$100,000 or more. In addition to the certification listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

SIGNATURES

SFA Name: Harbor City International School

Name of SFA's Authorized Representative: Tim Tydlacke

Title: Executive Director

Signature of Authorized Representative: 

Date: 8/30/22

SFA Contact: Michael Furchert

Title: Foodservice Manager

Phone: 218-722-7574

Email: mfurchert@harborcityschool.org

Vendor Name: Duluth Public Schools

Name of Vendor's Authorized Representative: Simone Zunic

Title: Director of Finance & Business Services

Signature of Authorized Representative: 

Date: 8/31/22

Vendor Contact: Sheila Oak, DTR

Title: Food Service Director

Phone: 218-336-8707

Email: Sheila.oak@isd709.org