

State of New Jersey  
Department of Agriculture

**FOOD SERVICE MANAGEMENT COMPANY  
PROTOTYPE ADDENDUM LANGUAGE  
SCHOOL YEAR 2017-18**

*THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY TO ADD AN OPENING PARAGRAPH IDENTIFYING THE SCHOOL FOOD AUTHORITY ("SFA ") AND THE FOOD SERVICE MANAGEMENT COMPANY ("FSMC"), AND STATING THE PURPOSE OF THIS ADDENDUM: TO RENEW THEIR EXISTING FOOD SERVICE MANAGEMENT CONTRACT, AS PREVIOUSLY AMENDED AND RENEWED (IF APPLICABLE), THE TERMS AND CONDITIONS OF WHICH WILL REMAIN THE SAME EXCEPT AS SET FORTH BELOW.*

**NOTE: All references to "Local Education Agency" have been removed and replaced with "School Food Authority".**

**Article I: Federal and State Required Contract Language**

**A. DURATION OF ADDENDUM**

This addendum begins on \_\_\_\_\_ and ends on \_\_\_\_\_.  
(date) (date)

**B. MANAGEMENT FEE(S) / GUARANTEES**

***THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY TO INCLUDE:***

- 1) ALL POTENTIAL FEES**
- 2) ALL POTENTIAL GUARANTEE LANGUAGE**
- 3) ALL POTENTIAL GUARANTEE CONDITIONS**

**C. REVISED PARAGRAPH 6 UNDER FOOD SERVICE OPERATION**

- 6) The FSMC shall comply with the nutrition standards for competitive foods in 7 CFR §§ 210.11 and 220.12, as amended, and the competitive food policy established by the State Agency and set forth in N.J.A.C. 2:36-1.11. [7 CFR 210.11].

**D. REVISED PARAGRAPH 4 UNDER USDA DONATED FOODS**

- 4) In crediting the SFA for the value of USDA donated foods, the FSMC shall use the market value of donated foods as identified on the Monthly Warehouse Market Value Report from the New Jersey Department of Agriculture Food Distribution Program (the "Distributing Agency"). In crediting for the value of donated foods contained in processed end products, the FSMC shall use the annual pass thru value listed on the processor's approved SEPDS (State End Product Data Schedule) for the appropriate school year. [7 CFR 250.53(a) (3)].

E. REVISED TITLE AND PARAGRAPHS 1 AND 2 UNDER ENVIRONMENTAL PROTECTION/ENERGY CONSERVATION

ENVIRONMENTAL PROTECTION/ENERGY CONSERVATION/  
CLEAN AIR/FEDERAL WATER POLLUTION CONTROL

- 1) The FSMC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2) The FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

F. NEW SECTION-PROCUREMENT

PROCUREMENT

All procurement of food, supplies, goods, and other services must comply with the cost principles in 2 CFR 400, the procurement standards prescribed in the Uniform Administrative Requirements for Grants and Agreements with institutions of Higher Education, Hospitals, and Other Non-Profit Organizations located at 2 CFR 200.317-200.326, and all applicable regulations found in 7 CFR Parts 210, 220, 245 and 250.

**NOTE:** References to 7 CFR 3016 and 7 CFR 3019 throughout the contract have been removed and replaced by the applicable sections in 2 CFR 200.

G. REVISED PARAGRAPHS 2 AND 3 UNDER RECORDS

- 2) The FSMC shall grant the SFA, the New Jersey Department of Education, the New Jersey Department of Agriculture, the United States Department of Agriculture, the Inspectors General, the Comptroller General of the United States and its State counterparts, or any of their duly authorized representatives, access to any books, documents, papers and other records of the FSMC which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcripts; and shall provide timely and reasonable access to FSMC personnel for the purpose of interview and discussion related to such documents. [2 CFR 200.336].
- 3) The FSMC shall retain all records required or necessary under this contract for a period of three years from the date of final payment hereunder; except that in the event of litigation, claims, or audit findings, the records must be retained until all litigation, claims and audit findings involving the records have been resolved and final action taken. The FSMC will adhere to all additional exceptions, if applicable, as required by State and Federal law. [7 CFR 210.23(c) and 2 CFR 200.333].

H. NEW SECTION-NON-DISCRIMINATION STATEMENT

This institution (SFA) is an equal opportunity provider.

In accordance with Federal civil rights law and 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,

religious creed, disability, age, political beliefs, 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).

I. REVISED PARAGRAPH 5 AND NEW PARAGRAPHS 6 AND 7 UNDER AT-RISK AFTERSCHOOL MEALS PROGRAM (DINNER)-CACFP, *IF APPLICABLE*

- 5) The FSMC shall operate in accordance with current At-Risk Afterschool Meals Program regulations and all applicable CACFP State and Federal regulations (7 CFR Part 226). [7 CFR 226.6 (i) (6)].
- 6) The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. [7 CFR 226.21 (e)].
- 7) In addition to the requirements of paragraph L above, the FSMC shall comply with all procurement requirements found in 7 CFR 226.22.

Except as otherwise specifically set forth and expressly modified in this Addendum, all other terms and conditions of the Contract shall remain the same and continue to be in full force and effect and are ratified and affirmed by the parties. In the event of a conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall be controlling as to the matters set forth herein. The Parties agree that upon the effective date of this Addendum, it shall become a binding and integral part of the Contract.

## **Article II: Additional Addendum Language**