

FOOD SERVICE MANAGEMENT COMPANY COST REIMBURSABLE

CONTRACT RENEWAL

SCHOOL YEAR 2020-2021

(This renewal is for SFAs whose Contract Base Year is **2016-2017 OR 2017-2018 ONLY**)

School Food Authority (SFA)	Chartertech High School for the Performing Arts
Agreement Number	08007410
Certifier's Email	jcarson@chartertech.org
Alternate Certifier's Email	erandolph@chartertech.org
Food Service Management Co. (FSMC)	Maschio's Food Services, Inc.

Base Year Contract Start Date: July 1, 2017 End Date: June 30, 2018

Check the box if the SFA is participating in the following programs during school year **2020-2021**:

☒ Breakfast ☒ Lunch ☐ Snack ☐ SFSP ☐ CACFP

The purpose of this renewal is to renew the existing Food Service Management Company Contract, as previously amended and renewed (if applicable). The terms and conditions will remain the same except as set forth below.

A. DURATION OF CONTRACT RENEWAL

This renewal begins on July 1, 2020 and ends on June 30, 2021.

B. MANAGEMENT AND/OR ADMINISTRATIVE FEE

The SFA shall pay the FSMC the following: *Check the fee structure that applies from Base Year Contract*

- ☐ Management/Administrative Fee (all one fee) \$ _____ per meal SY 2020-2021
- ☐ Management Fee \$ _____ per meal
- ☐ Administrative Fee \$ _____ per meal
- ☒ Management/Administrative Total Flat Fee (all one fee) \$ 16,050.00 SY 2020-2021
- ☐ Management Total Flat Fee \$ _____ SY 2020-2021
- ☐ Administrative Total Flat Fee \$ _____ SY 2020-2021

The Meal Equivalent Conversion Factor in the Base Year Contract used to determine the Meal Equivalents served by the FSMC remains the same for each renewal.

This Conversion Factor is: \$ _____.

The Meal Equivalent Conversion Factor **does not** apply to **Flat Fee** contracts.

C. FINANCIAL GUARANTEES

Response and Projected Operating Statement (Form #23CR) **must be completed for SY 2020-2021 and returned with this contract renewal.**

FSMC Guarantee to the SFA for SY 2020-2021: FSMC Guarantee to SFA from SY 2019-2020:

- | | |
|---|---|
| ☒ No Guarantee | ☒ No Guarantee |
| ☐ Breakeven (0 Cost) | ☐ Breakeven (0 Cost) |
| ☐ Loss (Amount of Loss) \$ _____ | ☐ Loss (Amount of Loss) \$ _____ |
| ☐ Return (Amount of Return) \$ _____ | ☐ Return (Amount of Return) \$ _____ |

Choose one:

- ☒ FSMC loss or return to the SFA is **Unlimited**
- ☐ FSMC loss or return to the SFA is **Limited to** (Indicate Amount) \$ _____
- ☐ FSMC loss or return to the SFA is **Limited to** the FSMC's Management Fee

Guarantee Reimbursement Conditions and Assumptions remain the same as previously agreed upon in the Base Year Contract.

D. REVISED PARAGRAPH UNDER *Section S. Buy American*

S. Buy American

1. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. 7 CFR 210.21(d)(2)(i).
2. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.
3. The FSMC shall be required to use alternative domestic foods first before requesting SFA approval to purchase non-domestic foods.
4. Exceptions to the Buy American requirement shall be requested from the SFA prior to a purchase when:
 - a. The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or
 - b. Competitive bids reveal the cost of a United States food or food product is significantly higher than the non-domestic product.
5. All exceptions must be pre-approved by the SFA and should be used as a last resort.
6. Requests for exceptions shall include:

- a. Alternative food and food product substitutes that are domestic and meet the required specifications, including:
 - i. The price of the domestic food product alternative substitute(s); and
 - ii. The availability of the domestic food product alternative substitute(s) in relation to the quantity ordered; and
- b. The reason for the exception (limited supply, lack of availability or price) including:
 - i. The price of the domestic food product; and
 - ii. The price of the non-domestic food product that meets the required specifications of the domestic food product.

E. SUMMER FOOD SERVICE PROGRAM (SFSP):

By renewing this contract, SFAs that will participate in the SFSP for summer 2020 must procure meals for the SFSP separately following SFSP requirements.

More information about the SFSP can be found at:

https://www.nj.gov/agriculture/divisions/fn/childadult/summer_food.html

F. CHILD AND ADULT CARE FOOD PROGRAM (CACFP):

By renewing this contract, SFAs participating in the CACFP for SY 2020-2021 must procure meals for the CACFP separately following CACFP requirements.

More information about the CACFP can be found at:

<https://www.nj.gov/agriculture/divisions/fn/childadult/food.html>

CERTIFICATIONS:

☒ I certify that the increase in the Management/Administrative Fee (combined as one fee) in this renewal **DOES NOT** exceed the Index Rate (as calculated on the Index Rate/Food Service Management Company (FSMC) Fee Worksheet (Form #272) and returned with this renewal) in place at the time this renewal was approved at the SFA's Board of Education Meeting (for Public and Charter Schools) or date signed by the School Administrator (for Non-Public Schools)

Public and Charter Schools must complete the following

☒ I certify that this Contract Renewal was approved by the Board of Education and that the fee, total cost of the contract renewal (from Form #23CR), and guarantee information are included in the official Board Minutes.

Board Meeting Date: 5/20/2020 Resolution/Agenda Number 1 K

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract Renewal to be signed by their duly authorized representatives.

SCHOOL BOARD PRESIDENT

Printed Name: Jennifer Gatewood

Signature: 

Title: Board President

Date: 5/20/2020

SCHOOL FOOD AUTHORITY REPRESENTATIVE

Printed Name: Jill Carson

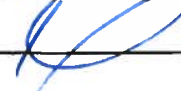
Signature: 

Title: Business Administrator

Date: 5/20/2020

FOOD SERVICE MANAGEMENT COMPANY REPRESENTATIVE

Printed Name: Kenneth N. Torchia

Signature: 

Title: CEO

Date: 5/27/2020

PUBLIC**RESPONSE AND PROJECTED OPERATING STATEMENT**
ATTACH AS FIRST PAGES OF RESPONSE TO REQUEST FOR PROPOSAL(RFP)
PUBLIC - Response and Projected Operating Statement
forSFA: CharterTech High School
School Year 2020 - 2021

We the undersigned, agree to operate the food service program as described in the RFP specifications.

FSMC NAME: Maschio's Food Services Inc.FSMC ADDRESS: 525 E. Main Street, Chester, New Jersey 07930FSMC REPRESENTATIVE'S NAME/TITLE: Ken Torchia, Chief Executive OfficerSIGNATURE: [Signature]TELEPHONE #: (973) 598-0005E-MAIL: ktorchia@Maschiofood.comFAX #: (973) 598-0007

This proposal is subject to all the attached terms, conditions and specifications. If accepted we hereby agree to enter into a FOOD SERVICE MANAGEMENT

COMPANY (FSMC) CONTRACT as described in the Contract/RFP.

All FSMC Administrative/Management Fees (i.e.- General Support Services, Administrative, etc.) must be included in fee below.

Administrative/Management Fee, Profit/Loss and Guarantee

	NSLP, SBP, ASSP	FSMCP	SFSP	CATERING/VENDED	TOTAL
CENTS PER MEAL:	\$0.0000				\$0.00
FLAT FEE /					
CATERING FEE:	\$16,050.00	\$0.00	\$0.00	\$0.00	\$16,050.00
RETURN / (LOSS)	\$5,128.49	\$0.00	\$0.00	\$0.00	\$5,128.49
EQUIPMENT					
INVESTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R/L WITH EQUIP.					
INVESTMENT	\$5,128.49	\$0.00	\$0.00	\$0.00	\$5,128.49

GUARANTEE: FSMC must check one of the following options.

☒ No Guarantee	Amount	☐ Guaranteed Breakeven	\$0.00
☐ Guaranteed (Loss)	\$	☐ Guaranteed Return	\$0.00

BOND TYPE & REGULATION

BOND TYPE & REGULATION	CHECK BOX IF INCLUDED	BOND AMOUNT	BOND BASED ON THIS AMOUNT:	BOND PERCENT FROM RFP
**BID BOND 18A:18A	☐	\$20,000.00	\$207,897.01	10.00%
BID BOND - SFSP (FEDERAL SURETY CO. ONLY)	☐	\$0.00	\$0.00	5.00%
**PERFORMANCE BOND - SFSP (FED. SURETY CO. ONLY)	☐	\$0.00	\$0.00	10.00%

*Note: State Bid Bond 10% not to exceed \$20,000.00 - see RFP for requirements.

**Note: Performance Bond for SFSP is required if reimbursement is greater than \$100,000.

PUBLIC

CharterTech High School

Maschio's Food Services Inc.

RESPONSE AND PROJECTED OPERATING STATEMENT

PROJECTED REVENUE (CASH SALES)

NSLP, SBP, ASSP & SMP, SSMP ONLY

The FSMC shall use the Current Selling Price for students meals.

	Projected # of Meals/Milk	Selling Price	Projected Revenue
Lunch	0	Elementary School	\$0.00
Lunch	0	Middle School	\$0.00
Lunch	4,500	High School	\$15,750.00
Lunch	0	District-wide	\$0.00
Lunch	36,900	District-wide	\$0.00
Breakfast	0	Elementary School	\$0.00
Breakfast	0	Middle School	\$0.00
Breakfast	5,400	High School	\$0.00
Breakfast	0	District-wide	\$0.00
Breakfast	23,400	District-wide	\$0.00
Snack	0	District-wide	\$0.00
Snack	0	District-wide	\$0.00
Snack	0	District-wide	\$0.00
*Milk	0	District-wide	\$0.00
Milk	0	District-wide	\$0.00
TOTAL CASH SALES FOR			
NSLP, SBP, ASSP & SMP			\$15,750.00

* SSMP and SMP Milk Sales are included with A La Carte \$\$\$ in Expenses page.

A La Carte: (Student A La Carte, Adult Meals, Adult A
La Carte and Vending Machines)

SFA - SFA VENDED MEAL AGREEMENTS

Enter Projected Income Amount:

CATERING

Enter Projected Income Amount:

Other Sales Income:

TOTAL CASH SALES -
ALL PROGRAMS \$27,450.00

*Other Sales added to Catering Income

Describe Other Sales:

PUBLIC

CharterTech High School

Maschio's Food Services Inc

RESPONSE AND PROJECTED OPERATING STATEMENT
PROJECTED REVENUE (Reimbursement)

PUBLIC-All NSLP rates of reimbursement include the PBF (\$0.07)

Meals/Snacks & Milk	Rate	Reimbursement
LUNCH		
4,500 Paid @ \$0.4400		\$1,980.00
0 Reduced @ \$3.1350		\$0.00
36,900 Free @ \$3.5350		\$130,441.50
0 All @ \$0.0200		\$0.00
TOTAL LUNCH		\$132,421.50
BREAKFAST/Reg. Rate Only		
5,400 Paid @ \$0.3100		\$1,674.00
0 Reduced @ \$1.5400		\$0.00
0 Free @ \$1.8400		\$0.00
TOTAL		\$1,674.00
BREAKFAST Severe Need Only		
0 Reduced @ \$1.9000		\$0.00
23,400 Free @ \$2.2000		\$51,480.00
TOTAL SN BREAK		\$51,480.00
After School Snack Program		
0 Paid @ \$0.0800		\$0.00
0 Reduced @ \$0.4700		\$0.00
0 Free @ \$0.9400		\$0.00
TOTAL ASSP		\$0.00
Milk Program		
0 Free Milk @ \$0.2150		\$0.00
0 Paid Milk @ \$0.2150		\$0.00
TOTAL SSMP/SMP		\$0.00
TOTAL REIMBURSEMENT-NSLP,SBP,ASSP & SMP		\$185,575.50

OTHER REIMBURSABLE MEAL PROGRAMS

Meals/Snacks & Milk	Rate	Reimbursement
After School Snack Program		
0 Break @ \$1.8400		\$0.00
0 Lunch @ \$3.4400		\$0.00
0 Dinner @ \$3.5300		\$0.00
0 Snack @ \$0.9400		\$0.00
TOTAL		\$0.00
SUMMER FOOD SERVICE PROGRAM		
0 Break @ \$2.2500		\$0.0000
0 Lunch @ \$3.9675		\$0.0000
0 Dinner @ \$3.9675		\$0.0000
0 Supplement @ \$0.9325		\$0.0000
TOTAL SFSP		\$0.00

* Enter total number of Lunch meals in High Rate ONLY if SFA qualifies for the High Rate of Reimbursement (Use total Lunch Number)

** All Paid Breakfasts are in the Regular Rate Category. Only Schools who qualify for SN breakfast are in SN - Reduced and Free.

*** SSMP and SMP Sales & Reimbursements are included with A la Carte \$\$\$

MEAL - NSLP, SBP & ASSP	70,200
A La Carte & SMP Dollars Converted	3103
Total Meals	73,303

Cost Reimbursable

SFA: CharterTech High School
FSMC: Maschio's Food Services Inc.

PUBLIC

Form #23 CR PUBLIC

Revised 02/2020

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RESPONSE AND PROJECTED OPERATING STATEMENT

SUMMARY OF INCOME/AND/EXPENSES

	NSLP, SBP, ASSP	CACAP	SFSP	CATERING / SFA-SFA	TOTAL PROGRAM
MEALS	73,303		-		73,303
INCOME					
CASH SALES	\$27,450.00			\$0.00	\$27,450.00
REIMBURSEMENTS	\$185,575.50	\$0.00	\$0.00		\$185,575.50
TOTAL INCOME	\$213,025.50	\$0.00	\$0.00	\$0.00	\$213,025.50
EXPENSES					
FOOD	\$95,861.47	\$0.00	\$0.00	\$0.00	\$95,861.47
LABOR	\$71,661.16	\$0.00	\$0.00	\$0.00	\$71,661.16
SUPPLIES	\$13,846.66	\$0.00	\$0.00	\$0.00	\$13,846.66
OTHER EXPENSES	\$10,477.72	\$0.00	\$0.00	\$0.00	\$10,477.72
MANAGEMENT FEE	\$16,050.00	\$0.00	\$0.00	\$0.00	\$16,050.00
TOTAL EXPENSES	\$207,897.01	\$0.00	\$0.00	\$0.00	\$207,897.01
RETURN /(LOSS)	\$5,128.49	\$0.00	\$0.00	\$0.00	\$5,128.49
Equipment Investment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R/L with Equipment	\$5,128.49	\$0.00	\$0.00	\$0.00	\$5,128.49
Cost per Meal	\$2.84	#DIV/0!	#DIV/0!	#DIV/0!	\$2.84

[illegible]

SFA - Copy and paste the numbers below into the Form 24 - Cost Comparison worksheet.

SFA Name:	CharterTech High School
FSMC Name:	Maschio's Food Services Inc.
Evaluation Score	
MEALS	
Total Lunch Meals	41,400
Total Breakfast Meals	28,800
Total Snack Meals	0
A la Carte Sales \$\$\$	\$11,700.00
A la Carte Meals	3103
Total Meals	73303
CACFP Breakfast Meals	0
CACFP Lunch Meals	0
CACFP Dinner Meals	0
CACFP Snack Meals	0
Total CACFP Meals	0
SFSP Breakfast Meals	0
SFSP Lunch Meals	0
SFSP Supplement Meals	0
SFSP Dinner Meals	0
Total SFSP Meals	0
Vended Meal \$\$\$	\$0.00
Vended Meals Converted	0
Catering & Other \$\$\$	\$0.00
Catering Meals Converted	0
Total Catering Meals	0
TOTAL MEALS	73303
INCOME	
Total Cash Sales	\$27,450.00
Total Reimbursement	\$185,575.50
Total Income	\$213,025.50
EXPENSES	
Food	\$95,861.47
Labor	\$71,661.16
Supplies	\$13,846.66
Other Expenses	\$10,477.72
Management Fee	\$16,050.00
Total Expenses	\$207,897.01
Profit / (LOSS)	\$5,128.49
Equipment Investment	\$0.00
P/L with Equipment	\$5,128.49
**Cost per Meal	\$2.84
Guarantee	\$0.00

INDEX RATE/FOOD SERVICE MANAGEMENT COMPANY (FSMC) FEE WORKSHEET

School Year 2020-2021

Complete all sections: A, B and C. Email to DFNcontracts@ag.nj.gov with documents on Form 16CB: "School Food Authority (SFA)/FSMC CR Renewal Checklist"

Agreement #: 08007410 SFA (District/School): Charters High School for the Performing Arts FSMC: Maschio's Food Services, Inc.

Section A: FSMC Fee – Complete ONE of the charts below based on the base year of the FSMC contract. List each fee separately, even if unchanged, for each year:

1st Renewal (2nd year of service)	
Base Year Fee (2019-2020)	Fee 1
Renewal Fee (2020-2021)	

2nd Renewal (3rd year of service)	
Base Year Fee (2018-2019)	Fee 1
First Renewal Fee (2019-2020)	
Second Renewal Fee (2020-2021)	

3rd Renewal (4th year of service)	
Base Year Fee(s) (2017-2018)	Fee 1
First Renewal Fee(s) (2018-2019)	\$15,000
Second Renewal Fee(s) (2019-2020)	\$15,450
Third Renewal Fee(s) (2020-2021)	\$15,750
	\$16,050.C

4th Renewal (5th year of service)	
Base Year Fee(s) (2016-2017)	Fee 1
First Renewal Fee(s) (2017-2018)	
Second Renewal Fee(s) (2018-2019)	
Third Renewal Fee(s) (2019-2020)	
Fourth Renewal Fee(s) (2020-2021)	

Section B: Date of Contract Renewal Approval/Effective Index Rate

Public/Charters: Date of Board of Education meeting approving renewal of FSMC contract: 5 / 20 / 2020 Index Rate Percentage in effect on date of meeting: 3.00 %

Or

Non-Public: Date renewal was signed by the SFA: / / Index Rate Percentage in effect on date of signature by SFA: %

The Index Rate Percentage is posted on: NJ Department of Community Affairs website: http://www.state.nj.us/dca/divisions/dlgs/programs/lpcl_docs/cur_index_rate.pdf

The Increase in the FSMC fee(s) cannot exceed the Index Rate posted on the date of the Board meeting approving the renewal (Public/Charter) or execution by the SFA (Non-Public) (N.J.S.A.18A:18A-42)

Section C: Signature

Signature of Business Administrator or Non-Public Administrator responsible for the School Nutrition Program

Jill Carson

Printed Name

5, 20, 2020

Date

STATE AGENCY USE ONLY:

Fee 1: % increase:

Fee 2: % increase:

Not Approved: Date:

Approved: Date:

Comments: