

Food Service Management Company/Vended Meals Contract Post-Contract Award Summary Sheet- Step 3

**This form is for use between the School Food Authority and the Illinois State Board of Education.
Do Not Include this Form with Solicitation Documents Provided to Prospective Bidders or Proposers.**

Upon completion of the contract award, please submit this completed form along with the required documentation listed below via email or mail.

If multiple SFAs on the solicitation, each SFA Authorized Representative will need to complete and submit this form and copies of the required documentation listed below.

A. School Food Authority Information

Agreement Number (RCDT Code) – 19-022-0450-02 _____

School Food Authority Name – School District 45 _____

Address, City, Zip Code – 255 W. Vermont St., Villa Park, IL 60181 _____

B. Contract Award

Provide the requested information for the following:

- 1) Contract Award Date – June 17, 2025 (District 45); June 18, 2025 (District 48) _____
- 2) Company Awarded the Contract – OrganicLife _____

C. Required Documentation

Submit **copies** of the following **signed** documents with this completed form. Retain originals in SFA file.

IFB ONLY:

- Bid Summary form
- Bid Agreement
- Contract Certifications

RFP ONLY:

- Proposed Fixed Meal Rates
- Independent Price Determination Certificate
- Proposal Agreement
- Contract Certifications
- Proposal Agreement

Certification

Under the provisions of the United States Department of Agriculture, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Programs the executed *Solicitation* is the same *Solicitation* previously submitted to the Illinois State Board of Education and determined in compliance with all applicable regulations and statutes on **5/15/2025**.

I understand revisions cannot be made to the executed *Solicitation* without first submitting proposed revisions to the Illinois State Board of Education for review and receiving written notification the proposed revisions are allowable within the regulatory guidelines. Furthermore, I understand additional documents and/or agreements, including those developed by the contractor, cannot become part of the executed contract.

I understand the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As authorized representative for the school food authority noted above, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, is in compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture regarding Child Nutrition Programs.

I understand the *Solicitation* and all related documents are subject to review by the Illinois State Board of Education and the United States Department of Agriculture at any time. I understand all contract information provided to the Illinois State Board of Education is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Further, I understand such misrepresentation could result in the loss of federal and state funding received by the school food authority for school-based Child Nutrition Programs.

SFA Authorized Representative: <i>Print full name</i>	Dr. Brian Graber	Date: June 17, 2025
District/School Name and RCDT #	School District 45, DuPage County	19-022-0450-02
Signature:		Title: Superintendent

* The Authorized Representative is the individual who is the highest-ranking official that is legally and financially responsible for all areas of the school district or organization. For public schools this would be the District Superintendent.

Maintain a copy of this form for your records.

Mail or email signed and dated form along with copies of all required documentation to:

Mail: Nutrition Procurement Department
Illinois State Board of Education
100 North First Street W270
Springfield, IL 62777-0001

Email: NutritionProcurement@isbe.net

SECTION 22:**Proposed Fixed Meal Rates**

The SFA shall insert the Projected Annual Units and the Offeror shall insert their rate per unit. The SFA will verify and complete the estimated total for each meal type and calculate the total estimated amount of proposal. The Offeror shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation and/or Contract.

Per Meal Prices must be a Firm Fixed Price Per Meal Rate and calculated as if no USDA commodities will be received.

No additional agreements, fees, costs, or expenses may be charged to the SFA above the total firm fixed price.

	Projected Annual Units	Rate Per Unit	Estimated Total***
<u>School Nutrition Programs (SNP)*</u>			
Reimbursable Breakfast w/ Milk	120,134	\$1.99	\$239,066.66
Reimbursable Lunch w/ Milk**	346,292	\$3.55	\$1,229,336.60
A la Carte Equivalent Fee**	116	\$3.55	\$411.80
Reimbursable After School Snack			
Special Milk Program (SMP)			
Management Fee per School Meal (Breakfast and Lunch)	466,426		

<u>Child and Adult Care Food Program (CACFP)</u>			
Reimbursable At-Risk After School Snack			
Reimbursable At-Risk After School Supper w/ Milk			
Reimbursable AM/PM Snack (Pre-K)			

<u>Summer Food Service Program (SFSP)</u>			
Reimbursable Breakfast w/ Milk	1,300	\$1.99	\$2,587.00
Reimbursable Lunch w/ Milk			

Total Estimated Amount of Proposal \$ 1,471,402.06

*May include SSO, refer to section 4 of the RFP

**Solicitation rates for SNP reimbursable Lunch and A la carte equivalency fee must be the same.

***All totals must be carried out to the second decimal place and must not be rounded.

Addenda Numbered 1 through 1 were received prior to the signing of this offer.

OrganicLife, LLC.

Name of Offeror

435 W. Erie St. Suite 104

Chicago

Illinois

60654

Street Address

City

State

Zip Code

By submission of this proposal, the Offeror certifies that, in the event the Offeror receives an award under this solicitation, the Offeror shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year Contract Terms.

4/28/2025

Jillian Scholl

Executive Vice President of Business Development

Date

Signature of Offeror

Title

SECTION 22:	Independent Price Determination Certificate
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Both the School Food Authority (SFA) and the Food Service Management Company (Offeror) shall execute this Independent Price Determination Certificate.

<u>OrganicLife, LLC.</u>	<u>DuPage County School District #45 & Salt Creek School District #48</u>
Name of Food Service Management Company	Name of School Food Authority

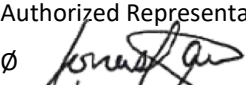
By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. 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 Offeror or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror 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 Offeror for the purpose of restricting competition.
- c. No attempt has been made or will be made by the Offeror 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 Offeror certifies that:

- a. He or she is the person in the Offeror'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 sections a through c above; or
- b. He or she is not the person in other Offeror'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 sections a through c above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to the above.

TO THE BEST OF MY KNOWLEDGE, this Offeror, 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, accepts as follows:

Signature of Food Service Management Company's Authorized Representative Ø 	Title CEO and CHAIRMAN	Date Signed Mo./Day/Yr. 4/28/2025
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IN ACCEPTING THIS OFFER, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

Signature of School Food Authority Ø	Title	Date Signed Mo./Day/Yr.
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NOTE: Accepting an Offeror's offer does not constitute award of the contract.

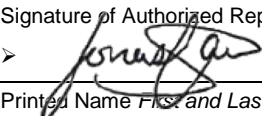
SECTION 23:	Proposal Agreement
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	FSMC Complete section below.	
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THE UNDERSIGNED HEREBY OFFERS to provide the services of an FSMC as specified in this proposal for the period of (7/1/24) and ending (6/30/25). This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year Contract Terms.

I understand that the SFA reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) days from the time of opening of the proposal.

FURTHERMORE, I CERTIFY that, consistent with section 3 of this RFP, I have not exchanged any gratuities, favors, nor anything of monetary value with the SFA, and this proposal is made without prior understanding, agreement, or connection with any other Offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the Offeror.

FSMC Name			
OrganicLife, LLC.			
FSMC Street Address		City	State Zip
435 W. Erie St., Suite 104		Chicago	IL 60654
Signature of Authorized Representative 			Date Signed <i>Mo./Day/Yr.</i>
Printed Name <i>First and Last</i> Jonas S Falk		Title CEO and CHAIRMAN	
Email Address jonas@organiclifeusa.com		Phone <i>Area Code/No.</i> 847.302.4292	FAX <i>Area Code/No.</i>


	SFA Complete section below.	
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Awarding of the Contract

SFA by signing below is awarding the contract for this RFP to the Offeror of this proposal, herein referred to as "Selected FSMC". This proposal, all sections of the proposal, all terms and conditions, addendums, including any additional addendums mutually agreed to by both the SFA and Offeror will be incorporated into this Awarded Contract.

The undersigned hereby accepts Offeror's services of an FSMC as specified in this proposal for the period of (7/1/24) and ending (6/30/25). This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year Contract Terms.

FURTHERMORE, I CERTIFY that, consistent with section 3 of this RFP, I have not received any gratuities, favors, nor anything of monetary value with the FSMC, and this proposal is made without prior understanding, agreement, or connection with any other Offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the SFA.

SFA Name			
SFA Street Address		City	State Zip
Signature of Authorized Representative 			Date Signed <i>Mo./Day/Yr.</i>
Printed Name <i>First and Last</i>		Title	
Email Address		Phone <i>Area Code/No.</i>	FAX <i>Area Code/No.</i>

Bid-Rigging Certification

Jillian Scholl
(Agent), a duly

authorized agent of _____
OrganicLife, LLC.
(Contractor),

do hereby certify that neither _____
OrganicLife, LLC.
(Contractor)

nor any individual presently affiliated with _____
OrganicLife, LLC.
(Contractor)

_____, has been barred from bidding on a public contract as a
result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating)
of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

Jillian Scholl
Authorized Agent

OrganicLife, LLC.
Contractor

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify on behalf of the bidder to be true and complete in every respect:

- 1) I have read and I understand the contents of this Certificate;
- 2) I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 3) Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 4) For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who;
 - has been requested to submit a bid in response to this invitation for bids;
 - could potentially submit a bid in response to this invitation for bids, based on their qualifications, abilities or experience;
- 5) The bidder discloses that [check one of the following, as applicable]:
 - ☒ (a) the bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - ☐ (b) the bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this invitation for bids, and the supplier/bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- 6) Without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement by or on behalf of the bidder with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a bid; or
 - the submission of a bid which does not meet the specifications of the invitation for bids; except as specifically disclosed pursuant to paragraph (5)(b) above;
- 7) In addition, there has been no consultation, communication, agreement or arrangement with any competitor by or on behalf of the bidder regarding the quality, quantity, specifications or delivery particulars of the products or services to which this invitation for bids relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
- 8) The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above; and,
- 9) I understand that the accompanying bid will be disqualified if this certification is found not to be true and complete in every respect.

Jillian Scholl
Signature of Authorized Agent

4/28/2025
Date

Jillian Scholl
Printed Name

VP of Business Development
Title

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER
TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter 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;
- (4) It will include the 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;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) 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 Certification.

OrganicLife, LLC.

Organization Name

DuPage County School District #45 & Salt Creek School District #48

PR/Award Number or Project Name

Jillian Scholl

Name of Authorized Representative

VP of Business Development

Title

Jillian Scholl

Original Signature of Authorized Representative

4/28/2025

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. 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 all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, 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 all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. 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 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 "GSA Government-Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.gov>.
6. 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 herein. 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.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 ISBE 85-37, "Disclosure of Lobbying Activities," 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.

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.

OrganicLife, LLC.

Organization Name

DuPage County School District #45 & Salt Creek School District #48

PR/Award Number or Project Name

Jillian Scholl

Name of Authorized Representative

VP of Business Development

Title

Jillian Scholl

Original Signature of Authorized Representative

4/28/2025

Date

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

DISCLOSURE OF LOBBYING ACTIVITIES

Directions: Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

1. TYPE OF FEDERAL ACTION

☐ a. Contract ☐ b. Grant ☐ c. Cooperative agreement ☐ d. Loan ☐ e. Loan guarantee ☐ f. Loan insurance

2. STATUS OF FEDERAL ACTION

☐ a. Bid/offer/application ☐ b. Initial award ☐ c. Post-award

3. REPORT TYPE

☐ a. Initial filing ☐ b. Material change ☐ For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

☐ Prime ☐ Subawardee, Tier _____, if known _____ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

_____ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

_____ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known

9. AWARD AMOUNT, if known

\$ _____

10a. NAME AND ADDRESS OF LOBBYING ENTITY
(If individual, last name, first name, MI)

b. INDIVIDUALS PERFORMING SERVICES
(Including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)

\$ _____ ☐ Actual ☐ Planned

12. FORM OF PAYMENT (check all that apply)

☐ a. Cash ☐ b. In-kind; specify: nature _____ value _____

13. TYPE OF PAYMENT (check all that apply)

☐ a. Retainer ☐ b. One-time fee ☐ c. Commission
☐ d. Contingent fee ☐ e. Deferred ☐ f. Other, specify _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

No Lobbying Activity

15. ☐ YES ☐ NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORIGINAL SIGNATURE

Jillian Scholl

PRINT NAME OR TYPE

Jillian Scholl

TITLE

VP of Business Development

TELEPHONE NUMBER

708-925-6897

DATE

4/28/2025

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, Illinois 62777-0001

CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY

OrganicLife, LLC.
