DIXON PUBLIC SCHOOLS #170

"A Place to Grow" www.dps170.org

1335 Franklin Grove Road Dixon, Illinois 61021

> Margo Empen, Superintendent Doug Stansford, Asst. Superintendent

Marc Campbell, Business Manager

Phone: (815) 373-4966

Fax: (815) 284-8576

Date: April 16, 2025
To: Board of Education

From: Margo Empen, Superintendent & Marc Campbell, CSBO

RE: Food Service Contract Renewal - FY 26

Arbor Management, Inc. has been providing food service to the students of Dixon Unit School District #170 for many years. During the FY 24 school year, the District conducted a formal bidding process for implementation in SY 24/25. In May 2025, the Board awarded the Food Service Management Contract (FSMC) to Arbor Management, Inc. These contracts are for 5-years and work on a yearly renewal rate determined by ISBE. Over the summer of 2025, Arbor Management, Inc. changed ownership to Whitson Culinary Group which has continued to provide quality service for DPS and has proven to be an excellent partner in servicing the students and families of the Dixon Community.

The FY 26 renewal cost for food service by Whitsons includes an increase of 3.6%. The 3.6% increase is an allowable CPI increase as regulated by ISBE. Renewal documents are due to ISBE by May 15, 2025 which is prior to our next Board meeting and unfortunately the PLE calculator still being unavailable, we were unable at this time to finalize the price list. We will work for conclusion in May 2025. The table below represents a 5-year comparison of meal prices.

	FY 25 – SY	FY 24 - SY	FY 23 – SY	FY 22 – SY	FY 21 - SY
	24/25	23/24	22/23	21/22	20/21
Student Breakfast	\$1.30	\$1.20	\$1.00	\$0.80	\$0.80
Student Breakfast Reduced	\$.30	\$.30	\$.30	\$0.30	\$0.30
Student Lunch Elementary	\$3.00	\$2.90	\$2.70	\$2.60	\$2.60
Student Lunch MS/HS	\$3.05	\$2.95	\$2.75	\$2.65	\$2.65
Student Lunch Reduced	\$.40	\$.40	\$.40	\$0.40	\$0.40
Adult Lunch	\$3.55	\$3.40	\$3.20	\$3.05	\$3.05
Milk	\$.65	\$.65	\$.60	\$0.60	\$0.60

The necessary renewal information provided by Whitsons, per ISBE's renewal guidelines, for the Districts Food Service renewal for FY 26 is attached. It is the recommendation of DPS Administration to approve the one-year extension of the Food Service Contract with Whitsons for FY 26. Upon approval the appropriate documentation will be sent to ISBE for final approval and Whitsons.

Date of Original Contract: 5/16/2024	Year of Renewal (check the appropriate box)			appropriate box)
	⊠ 1	□ 2	□ 3	□ 4

Contract Renewal Agreement for Food Service Management Company Child Nutrition Programs

This document contains the rates and fees for the contract of food service management for nonprofit food service programs for the period beginning 7/1/2025, and ending 6/30/2026 The terms and conditions of the original contract are applicable to the contract renewal. Upon acceptance, this document shall constitute the contract renewal between the Food Service Management Company (FSMC) and the School Food Authority (SFA).

to the contract.			
School Year 2025-2026 A la carte equivale	ncy factor is \$5.03.		
PER MEAL PRICES MUST	-	USDA COMMODITIES WI	The state of the s
	2024-2025 Rate(s)	2025-2026 Rate(s)**	Percentage Increase ***
School Nutrition Programs (SNP)	T	1	
Reimbursable Breakfast w/ Milk	1.89	1.95	3.6
Reimbursable Lunch w/ Milk*	4.09	4.23	3.6
A la Carte Equivalent Meal Rate*	4.09	4.23	3.6
Reimbursable After School Snack		1800	
Special Milk Program (SMP)			
Management Fee per School Meal (Breakfast and Lunch)			
Child and Adult Care Food Program (CA	CFP)		
Reimbursable At-Risk After School Snack			
Reimbursable At-Risk After School Supper w/ Milk			
Reimbursable AM/PM Snack (Pre-K)			
Summer Food Service Program (SFSP)			
Reimbursable Breakfast w/ Milk	1.89	1.95	3.6
Reimbursable Lunch w/ Milk	4.09	4.23	3.6
*Rates must be the same. **Rates must not be rounded up. Do not ***Percentage increase must not exceed Arbor Management, Inc.		•	inal contract.
Food Service Management Compa	any		
1800 Motor Parkway			
Street Address			
Islandia			
City	A. C.	State	Zip Code
By submission of this proposed renewal a under this solicitation, the FSMC shall o agreement shall not exceed one calendar	perate in accordance year.	certifies that, in the ever with all applicable currently.	rent program regulations. Th
Authorized Signature of ESMC &	Kea Robbins	Title	Date

SFA Acceptance of FSMC Contract Renewal Agreeme	ent	
Dixon Unit School District # 170		
School Food Authority (SFA)	Agreement	Number (RCDT Code)
Authorized Signature of SFA		Date

Contract Renewal Agreement Certification Form

The Contract Renewal Agreement Certification Statement must be completed and signed by the School Food Authority's (SFA's) authorized representative.

Agreement Number (RCD	T Code)		
School Food Authority	Dixon Unit School District # 170		
FSMC Name <u>Arbor Mana</u>	gement, Inc.	46	

B. Contract Renewal Terms

A. School Food Authority Information

Per the contract renewal terms stated in the contract, the maximum allowable percentage increase that may be applied to the fixed meal rates and fixed management fees is as follows (refer to the original contract for renewal terms; check the appropriate box):

CPI-All (Dec)	2.9%
☑ CPI–Food Away from Home (Dec)	3.6%
☐ CPI–Food (Dec)	2.5%
☐ CPI—Food Away from Home (Dec)	not to exceed (insert number) %
□ Other (specify)	

Source: Consumer Price Index- December 2024

C. Certification Statement

Under the provisions of the United States Department of Agriculture, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Programs all information contained in the executed *Contract Renewal Agreement* and accompanying contract renewal documents is true and accurate.

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 revisions cannot be made to the executed FSMC Contract 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 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.

I certify the Contract Renewals documents submitted to ISBE have been reviewed by the School Food Authority and the School Food Authority's legal counsel, as deemed necessary, to ensure compliance with all Local, State and Federal regulations, statutes, and policies.

I certify that no third-party entity prepared the contract renewal documents, requested amendments, and USDA foods entitlement utilization data below.

I certify that all contract provisions, including those relating to USDA Foods utilization by the FSMC to the maximum extent possible have been met:

School Year 2024-25 <u>USDA Foods Entitlement Amount (including Bonus)</u> (A) \$70,123.95

School Year 2024-25 USDA Foods credits issued to the SFA by the FSMC (B) \$38,957.75

USDA Foods Entitlement Utilization Percentage as of February 27, 2025 (B / A) 55.56%

**Date of certification must be as of the date of	contract renewal is signed based on year-to-date actual	credits received
by the FSMC as verified by monthly invoices**		

SFA Authorized Representative Signature Title E-mail Date

D. Required Documentation

The SFA must submit signed <u>copies</u> of the following documents to our office, prior to the expiration of your current contract, in order to obtain approval of your 2026 Child Nutrition Program Sponsor Application. <u>Originals should be retained in your files</u>. <u>Send the forms and documents only once</u>; for example, do not email and mail.

- Contract Renewal Agreement (pages 1-2)
- Contract Renewal Agreement Certification Form (pages 3-4)
- USDA Foods Entitlement Tracking Log. THIS IS TO BE COMPLETED BY THE SFA NOT THE FSMC.
- Copy of the <u>SFA FSMC Monitoring form(s)</u>. THIS IS TO BE COMPLETED BY THE SFA NOT THE FSMC.
- Certification forms, as applicable, signed annually by the contractor.
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,
 - o Certificate Regarding Lobbying—Contracts, Grants, Loans, and Cooperative Agreements,
 - Disclosure of Lobbying Activities-

Mail or email to:

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

Email: NutritionProcurement@isbe.net



CERTIFICATE REGARDING LOBBYING

100 North First Street Springfield, Illinois 62777-0001

NUTRITION DEPARTMENT

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by <u>section 1352</u>, <u>Title 31</u>, <u>U.S. Code</u>. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a 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 Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the Illinois State Board of Education (ISBE) form, "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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Arbor Management, Inc.			
Organization Name	PR/Award Number or Project Name		
Beth Bunster	Chief Financial Officer		
Name of Authorized Representative	Title		
Behreus	2/20/25		
Digital or Original Signature of Authorized Representative	Date		



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

100 North First Street Springfield, Illinois 62777-0001

NUTRITION DEPARTMENT

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).

Child Nutrition Program Operators are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at <u>2 CFR 200.212</u> by doing any one of the following:

- Checking the <u>Excluded Parties List</u> found at the System for Award Management (SAM) www.SAM.gov.
- Collecting a certification that the entity is neither excluded nor disqualified. Since a federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own.
- Including a clause to this effect in the sub-grant agreement and in any procurement, contract expected to equal or exceed\$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant.
- Sub-grantee and contractors must obtain a Unique Entity ID. All Federal Government awards are required to have a Unique
 Entity ID. To obtain a Unique Entity ID, visit www.SAM.gov to register. There is no charge for a Unique Entity ID. The Unique
 Entity ID serves as a means of tracking and identifying applications for Federal assistance and is required on all applications
 for Federal assistance.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

- 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.
- 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.
- 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.
- 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
- 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.

Arbor Management, Inc.	0(a = 0.00 - 0.
Company/Organization Name	PR/Award Number or Project Name
Beth Bunster	Chief Financial Officer
Name of Company / Organization Authorized Representative	Title
BihBus	2/20/25
Digital or Original Signature of Authorized Representative	Date



DISCLOSURE OF LOBBYING ACTIVITIES

100 North First Street Springfield, Illinois 62777-0001

NUTRITION DEPARTMENT 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 Date of last report Quarter 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 7. FEDERAL PROGRAM NAME/DESCRIPTION 6. FEDERAL DEPARTMENT/AGENCY CFDA Number, if applicable 8. FEDERAL ACTION NUMBER, if known 9 AWARD AMOUNT (if known) 10a. NAME AND ADDRESS OF LOBBYING ENTITY 10b. INDIVIDUALS PERFORMING SERVICES (if individual last name, first name, MI) (including address if different from #10a) (last name, first name, MI) (Attach Continuation Sheet(s), if necessary) 11. AMOUNT OF PAYMENT (check all Wat apply) Actual Planned 12. FORM OF PAYMENT (cheek all that apply) a. Cash In-kind; specify: nature value 13. TYPE OF PAYMENT (check all that apply) a. Retained b. One-time fee c. Commission d. Contingent fee e. Deferred f. 1. 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. 15. YES ☐ NO CONTINUATION SHEET(S), ATTACHED ORIGINAL SIGNATURE 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 Beth Bunster to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public TITLE inspection. Any person who fails to file the required Chief Financial Officer disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. TELEPHONE NUMBER DATE

631-424-2700

2/20/25

	CONTINUATION SHEET DISCLOSURE OF LOBBYING ACTIVITIES				
REPORTIN	IG ENTITY NAME:				
				3	

School Food Authority (SFA) Food Service Management Company (FSMC) Monitoring Form

The SFA must conduct performance management of the FSMC contract through periodic on-site monitoring of the contracted requirements, as per 7 CFR 210.16(a)(3).

Review Date: 4/7/25			
Name of District and Site(s) Monitored: <u>Dixo</u> ル USD サリフ	D - Rea	igan Middle	School
Name and title of SFA official conducting monitoring visit:	amphell	LSBO	
Menus and Service	Yes	Needs Improvement	N/A
If changes were made to menus following the first 21 days of the contract, did the SFA approve them?			X
Have all menu standards been maintained as to type and quality of meal service as outlined in the contract?	図		
Is the FSMC only serving reimbursable meals that comply with the latest USDA dietary guidelines as established by USDA in Federal regulations for the National School Lunch Program, the School Breakfast Program, and all other USDA contracted meal programs?	159		
Has the SFA retained control of the quality, extent, and general nature of its food service?	№		
Has the SFA made no payment to the FSMC for meals that are spoiled or unwholesome at time of delivery; or do not meet detailed specifications, or do not otherwise meet the requirements of the contract?	[32]		
Are production records completed each day for all meals claimed for reimbursement?	159		
Is the FSMC in compliance with the <u>Smart Snacks</u> requirements of the SNP regulations?	X		
Are meals monitored after the last food or menu item is served/selected to ensure that only reimbursable meals are claimed?	Ø		
Do the foods purchased meet the quality specification standards indicated in the contract?	Ø		
Does the SFA evaluate the FSMC's menus for affordability, nutrition requirements, and appeal to the students?	N.		
USDA Donated Foods	Yes	Needs Improvement	N/A
Does the SFA receive credit for the value of USDA- donated foods, received during the school year or fiscal year?			

	1	r	
Does the FSMC provide clear documentation of the value received and of credit being recognized? (This includes crediting for the value of donated foods contained in processed end products.)	X		
Does the USDA Foods billing statement detail the value of the USDA Foods received and that it was used as the value for all credits?	Ø		
Does the SFA retain title to all USDA donated foods and ensure that all USDA donated foods are made available to the FSMC, including processed foods?	Ø		
Does the SFA/FSMC use USDA donated foods to the maximum extent in quantities that can be used and stored without waste?	×		
Is the FSMC compliant with the Buy American Provision by using all donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods in the SFA's food service?	ESI		
Does the FSMC use all donated ground beef, ground pork, and all processed end products in the SFA's food service without substitution?			X
Is the FSMC responsible for receiving donated foods on behalf of the SFA? If yes, is the SFA verifying delivery of donated food shipments and end products and not relying solely on the FSMC records?			X
Financial Accountability Procedures	Yes	Needs Improvement	N/A
Does the monthly invoice align with billing requirements: Meals x rate – commodities Invoices meal rates match the contracted meal rates Correct a la carte equivalency factor is used (Reimbursement Rates) Include all supporting documentation as to how the invoice was calculated	X		
Do the food service daily meal count records accurately reflect the counts of student and adult meals by meal type and eligibility category?	X		
Does the FSMC maintain records to support the claims for Reimbursement, report claim information to the SFA promptly at the end of each month and have meal count records for meals not covered by the claim e.g., adult meals.	X		
Do the food service daily income records accurately reflect the revenue received by meal type? (student meals, adult meals, a la carte, etc.)			

Sanitation and Safety Procedures	Yes	Needs Improvement	N/A
Are facilities and equipment adequately maintained for safety and sanitation?	×		
Do employees practice safe food-handling procedures?	Ø		
Are State health licenses maintained as required by the contract? Does the SFA assure that all state and local regulations are being met by the FSMC?	×		
Other Contractual Requirements	Yes	Needs Improvement	N/A
Has the FSMC used the advisory committee of parents, students, and teachers to assist in menu planning?			×
Have all corrections been made as required if problems were noted during an SFA review, administrative review, or a program audit?			
Does the SFA have procedures in place to monitor the FSMC's contract compliance? Is documentation of monitoring being maintained?	K		
Has the FSMC followed the staffing plan per the Contract Exhibit G?	×		
Has the SFA retained all food service responsibilities not allowed to be delegated to the FSMC? If "no," list what was delegated:	Ø		
FSMC's food service operations are monitored by the SFA through periodic on-site visits to ensure that the food service is in conformance with program regulations and that program review and audit findings are resolved. Is documentation of monitoring maintained?	[24]		
Have all responsibilities of the sponsor and the FSMC been implemented as defined by the terms of the contract? If no, explain.	(3)		

List Corrective Actions taken for all "Needs Improvement" items.	Date of Implementation

Signature of FSMC Representative	Title	Date
Tamus Wolf	FSD	4/7/25
Signature of SFA Official	Title	Date
The luft	C5 B0	4/7/25

USDA Foods Entitlemment Tracking Log when contracting with an FSMC/Vendor

Annual Entitlement Value*:

\$70,123.95

*Annual entitlement final value as of September 15th. Value can be found on ICS

FSMC Actual Invoice Credit

July		0.00%	
August		0.00%	
September	\$7,791.55	11.11%	
October	\$7,791.55	22.22%	
November	\$7,791.55	33.33%	
December	\$7,791.55	44.44% *	**Should be at a minimum of 50%
January	\$7,791.55	25.56%	
February		25.56%	
March		* 898.88	**Should be at a minimum of 85%
April	\$0.00 (6. AL\$ 00000) 1008	25.56%	
May		25.56%	
June		55.56%	**Should be at a minimum of 100%

otal credit recieved:

\$38,957.75 55.56%

sufficient to receive and credit the SFA for USDA Foods maximizing the SFA's annual USDA Foods entitlement amount. The FSMC should have provided a minimum credit total of 85% of the SFA's annual USDA Foods entitlement amount three (3) months prior to the annual contract enddate with the expectation of 100% USDA Foods entitlement credit by the end of the annual contract term. If the Selected Selected FSMC must submit a corrective action plan on how the Selected FSMC will reach the expected 100% USDA Foods entitlement contract term. If the SFA has not received a minimum credit total of 85% three (3) months prior to the annual contract end date the The SFA and Selected FSMC must order USDA Foods within the appropriate designated ISBE Food Distribution Systems in quantities FSIMC utilizes more than 100% of entitlement, all additional/bonus entitlement must also be credited by the end of the annual credit to the SFA by the end of the annual contract term. This corrective action plan will be submitted to ISBE for review and determination of compliance. If determined not in compliance a mandatory rebid may be required