

Date of Original Contract

June 6, 2016

Year of Renewal (Circle)

1 2 3 4 5- COVID19 Emergency Extension 6 COVID19 Emergency Extension 7- COVID19 Emergency Extension

**Contract Renewal Agreement for
Food Management Services
Nonprofit Food Service Program**

This document contains the rates and fees for the contract of food service management for nonprofit food service programs for the period beginning July 1, 2022 and ending June 30, 2023. 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. The FSMC shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

	2021-2022 Rate**	2022-2023 Rate***	Percentage Increase****
1. Reimbursable Breakfasts	1. 1.5893	1. 1.6687	1. 5.0%
2. Reimbursable Lunches*	2. 3.2019	2. 3.3619	2. 5.0%
3. Management Fee per School Meal (Breakfasts and Lunches)	3. _____	3. 0.0000	3. _____
4. A la Carte Equivalents Fee*	4. 3.2019	4. 3.3619	4. 5.0%
5. A la Carte Management Fee	5. XXXXXXXX	5. _____	5. _____
6. Reimbursable After-School Snack	6. _____	6. _____	6. _____
7. Special Milk	7. _____	7. _____	7. _____
8. Reimbursable After-School Supper	8. _____	8. _____	8. _____
9. Reimbursable Summer Breakfast	9. 2.8587	9. 3.0016	9. 5.0%
10. Reimbursable Summer Lunch	10. 3.2019	10. 3.3619	10. 5.0%

*Rates must be the same.

**Rates must be based on original contract terms, not on COVID-19 contract amendment rates (if applicable).

***Rates must not be rounded up. Do not exceed four decimal places.

****Percentage increase must not exceed the allowable increase established in the original contract.

Arbor Management, Inc.

Food Service Management Company

917 W Hawthorn Dr.

Street Address

Itasca

City

Illinois

State

60143

Zip Code

By submission of this proposed renewal agreement, the FSMC certifies that, in the event they receive a renewal award under this solicitation, the FSMC shall operate in accordance with all applicable current program regulations. This agreement shall not exceed one year.

DocuSigned by:

Kathy Tentler

Authorized Signature of FSMC

Vice President of Operations

Title

5/11/2022

Date

Acceptance of Contract Renewal Agreement

Wood Dale school District #7**School Food Authority (SFA)****19-022-0700-2A1****Agreement Number****Authorized Signature of SFA****Title****Date**

Contract Renewal Agreement Certification Form 2022–2023

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

A. School Food Authority Information

Agreement Number (RCDT Code) 19-022-0700-2A1

School Food Authority Wood Dale school District #7

Contractor Name Arbor Management, Inc.

B. Required Documentation

Submit signed copies of the following documents.

- *Contract Renewal Agreement*
- *Contract Renewal Agreement Certification Form 2022–2023*
- Certification forms, as applicable, signed annually by the contractor. The contractor certification forms are located on our website at <https://www.isbe.net/Pages/General-Procurement-All-Programs.aspx> under Contract Certification Forms.
 - *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,*
 - *Certificate Regarding Lobbying—Contracts, Grants, Loans, and Cooperative Agreements,*
 - *Disclosure of Lobbying Activities-* If the annual contract is over \$100,000 and any funds other than Federal appropriated funds have been used for lobbying;
- Any other amendments, if applicable, for non-material allowable contract changes accompanied by written justification for the amendment.

C. Contract Renewal Terms

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**):

- | | |
|--|--|
| <input type="checkbox"/> CPI—Food Away from Home (Dec) | 6.0% |
| <input type="checkbox"/> CPI—All (Dec) | 7.0% |
| <input type="checkbox"/> CPI—Food (Dec) | 6.3% |
| CPI—Food Away from Home (Dec) | not to exceed 3 % |
| <input checked="" type="checkbox"/> Other (specify) | 5% Flexibility allowance for CPI increase |

D. 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 *Invitation for Bid and 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 that all contract provisions, including those relating to USDA Foods utilization by the FSMC to the maximum extent possible have been met:

School Year 2021-22 USDA Foods Entitlement Amount	(A)	\$	31,979.11
School Year 2021-22 USDA Foods credits issued to the SFA by the FSMC	(B)	\$	25,376.05
USDA Foods Entitlement Utilization Percentage as of May 11, 2022	(B/ A)		79%

****Date of certification must be as of the date contract renewal is signed based on year to date actual credits received by the Vendor****

SFA Authorized Representative Signature	Title	E-mail	Date
---	-------	--------	------

Mail or email to:

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

Email: nutritionprocurement@isbe.net

Please submit documents only once. For example, do not email and mail. Only one copy of each set of documents is necessary. **All original documents should be retained in the SFA's files.**