

Emergency Contract Amendment for School Year 2022-2023
Food Management Services/Vended Meals Services
Nonprofit Food Service Program

This document contains the fixed price per meal rates and fees for the contract of food service management company services for nonprofit food service programs for the period beginning (**September 1, 2022**) and shall not exceed June 30, 2023. Upon acceptance, this document shall constitute a contract amendment between the Food Service Management Company (FSMC)/Vended Meals Company (Vendor) and the School Food Authority (SFA).

The FSMC shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract.

Adjusted rate must be based on a required detailed financial/cost analysis to support how the rate was determined. The SFA is required to maintain on file the detailed financial/cost analysis and have available upon request for auditing purposes.

**PER MEAL PRICES MUST BE A FIXED PRICE PER MEAL RATE AND
CALCULATED AS IF NO USDA COMMODITIES WILL BE RECEIVED**

	Current Rate	Adjusted Rate
<u>School Nutrition Programs (SNP)</u>		
1. Reimbursable Breakfasts with Milk	1. <u>\$1.5088</u>	1. <u>\$1.8288</u>
2. Reimbursable Breakfasts without Milk	2. <u></u>	2. <u></u>
3. Reimbursable Lunches ⁽¹⁾ with Milk	3. <u>\$2.5770</u>	3. <u>\$3.2570</u>
4. Reimbursable Lunches ⁽¹⁾ without Milk	4. <u></u>	4. <u></u>
5. A la Carte Equivalents Fee ⁽¹⁾	5. <u>\$2.5770</u>	5. <u>\$3.2570</u>
6. Reimbursable After-School Snack	6. <u></u>	6. <u></u>
<u>Child and Adult Food Care Programs (CACFP)</u>		
7. Reimbursable Supper with Milk	7. <u>\$4.3502</u>	7. <u>\$5.0302</u>
8. Reimbursable Supper without Milk	8. <u></u>	8. <u></u>
9. Reimbursable AM/PM Snack	9. <u></u>	9. <u></u>
<u>Summer Food Service Program (SFSP)</u>		
10. Reimbursable Breakfasts with Milk	10. <u>\$1.5088</u>	10. <u>\$1.8288</u>
11. Reimbursable Breakfasts without Milk	11. <u></u>	11. <u></u>
12. Reimbursable Lunches ⁽¹⁾ with Milk	12. <u>\$2.5770</u>	12. <u>\$3.2570</u>
13. Reimbursable Lunches ⁽¹⁾ without Milk	13. <u></u>	13. <u></u>

⁽¹⁾ Reimbursable Lunch and A la Carte Equivalents Fee Rates must be the same. (A la carte equivalency factor for this contract term is 4.1875 and applies to all a la carte sales in the CNP)

OrganicLife, LLC

Food Service Management Company (FSMC)/ Vended Meals Company (Vendor)

430 W. Erie St., Ste. 403

Chicago, IL

60654

Street Address

City/State

ZIP Code

By submission of this Emergency Contract Amendment, the FSMC certifies that they shall operate in accordance with all applicable Child Nutrition Program rules and regulations outlined in, but not limited to, 2 CFR 200, 7 CFR 210, 7 CFR 225, 7 CFR 226, and 7 CFR 250.



CEO

9/23/22

Authorized Signature of FSMC

Title

Date

Acceptance of Noncompetitive Procurement Contract

School Food Authority (SFA)	Agreement Number (RCDT Code)
-----------------------------	------------------------------

SFA Authorized Representative Signature	Title	Date
---	-------	------

* 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.

**Emergency Contract Amendment for School Year 2022-2023
Food Management Services/Vended Meals Services
Nonprofit Food Service Program**

The Emergency Contract Amendment Certification Statement for School Year 2022-2023 must be completed and signed by the School Food Authority's (SFA's) authorized representative.

School Food Authority Information

Agreement Number (RCDT Code) _____

School Food Authority Name _____

Certification Statement

Under the provisions of the U.S. Department of Agriculture, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Programs all information contained in the executed **Emergency Contract Amendment Form for School Year 2022–2023** is true and accurate.

I understand the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As the 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 U.S. Department of Agriculture regarding Child Nutrition Programs.

I understand that contract modifications, including this amendment, require a cost or price analysis in connection with every procurement action as found in 2 CFR 200.323(a). As the authorized representative for the school food authority noted above, I will ensure that a cost or price analysis will be conducted, is in compliance with the rules and regulations of the Illinois State Board of Education and the U.S. Department of Agriculture regarding Child Nutrition Programs and maintained on file and available upon request.

I understand revisions cannot be made to the executed Emergency Contract Amendment without first submitting proposed revisions to the Illinois State Board of Education Nutrition Department 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 Nutrition Department 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 Signature	Title	E-mail	Date
---	-------	--------	------

Please submit signed copies of the following documents via email. All original documents should be retained in the SFA's files.

- Emergency Contract Amendment (Pages 1 and 2)
- Emergency Contract Amendment Certification Statement (Page 3)

Email to: nutritionprocurement@isbe.net