



April 4, 2015

Dr. Stephen R. Johns
Business Manager
Millburn CCSD #24
18550 West Millburn Road
Wadsworth, IL 60083

Dear Dr. Johns:

Enclosed find all renewal documents required to complete the renewal process for the 2015-15 school year.

Note there is a change in the *Certification Form* that requires the District to report allotted commodity dollars and usage for the school year. Because of this, you will not be able to submit the renewal to the State until the end of the school year. That does not, however, prevent you from taking it to your Board of Education for approval now.

Also included are the recommendations for price increases and the *Food and Labor Cost Outlook* that documents the need for the CPI increase. We will be happy to provide a financial projection upon request.

We are asking for an increase of 3.0% in the meal rate(s) as allowed in our agreement. Please feel free to call on us with any questions you may have regarding the documents enclosed.

Arbor Management, Inc. is proud of the partnership that we share with Millburn CCSD #24, and we look forward to serving your students and staff in the 2015-16 school year.

Regards,

Arbor Management, Inc

Marjana S. Nixon

Marjana S. Nixon
Vice-President, Operations

Cc: Distribution

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 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). 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.

Arbor Management, Inc.

Organization Name

PR/Award Number or Project Name

Marjana S. Nixon

Name of Authorized Representative

Vice President, Operations

Title

February 24, 2015

Date

Original Signature of Authorized Representative

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 Excluded Parties List System" at <http://epls.amet.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.

Date of Original Contract
August 10, 2012
Year of Renewal (Circle)
1 2 X 4

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

This document contains the rates and fees for the furnishing of food service management for nonprofit food service programs for the period beginning July 1, 2015, and ending June 30, 2016. 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

	2014-2015 Rate	2015-2016 Rate**	Percentage Increase***
1. Reimbursable Breakfasts	1. _____	1. _____	1. _____
2. Reimbursable Breakfasts—Meal Rate Fee	2. _____	2. _____	2. XXXXXXXX
3. Reimbursable Lunches*	3. <u>\$2.6005</u>	3. <u>\$2.6785</u>	3. <u>3.0%</u>
4. Reimbursable Lunches—Meal Rate Fee	4. _____	4. _____	4. XXXXXXXX
5. Management Fee per School Meal (Breakfasts and Lunches)	5. _____	5. _____	5. _____
6. A la Carte Equivalents Fee*	6. <u>\$2.6005</u>	6. <u>\$2.6785</u>	6. <u>3.0%</u>
7. A la Carte Management Fee	7. _____	7. _____	7. _____
8. After-School Snacks	8. <u>.7848</u>	8. <u>.8083</u>	8. <u>3.0%</u>
9. Special Milk	9. _____	9. _____	9. _____
10. Other (specify)	10. _____	10. _____	10. _____

*Rates must be the same.

**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

2100 Corporate Drive Suite B

Street Address

Addison

IL

60101

City

State

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.

Marjana S. Nixon

Vice President, Operations

4/8/2015

Authorized Signature

Title

Date

Acceptance of Contract Renewal Agreement

**Millburn Community Consolidated SD 24
School Food Authority**

**34-049-0240-04
Agreement Number**

Authorized Signature

Title

Date

Contract Renewal Agreement Certification Form 2015–2016

The *Contract Renewal Agreement Certification Form* must be completed and signed by the school food authority's (SFA's) authorized representative. A copy of this form must be submitted by the SFA along with copies of all applicable, required contract renewal documents listed in Section C below.

A. School Food Authority Information

Agreement Number (RCDT Code) 34-049-0240-04

School Food Authority Millburn CCSD 24

Contractor Name Arbor Management, Inc.

B. General Contract Information

Contract Type: ☒ FSMC ☐ Vended ☐ FSMC—Vended ☐ Other

Programs: ☒ Lunch ☐ Breakfast ☐ Special Milk ☒ Afterschool Snack
 ☐ Summer Meals ☐ Child and Adult Care Food Program

C. Required Documentation

Submit copies of the following documents.

- *Contract Renewal Agreement*, signed by both parties;
- *Contract Renewal Agreement Certification Form 2015–2016*, signed by the SFA's authorized representative;
- *Food-Based Meal Pattern Contract Amendment*, if applicable, signed by both parties;
- Certification forms, as applicable, signed annually by the contractor
 - If the annual contract is \$25,000 or more—Signed copy of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*,
 - If the annual contract is over \$100,000—Signed copy of the *Certificate Regarding Lobbying—Contracts, Grants, Loans, and Cooperative Agreements*,
 - If the annual contract is over \$100,000 and any funds other than Federal appropriated funds have been used for lobbying—Signed copy of the *Disclosure of Lobbying Activities*; and
- Any other amendments for non-material allowable contract changes accompanied by written justification for the amendment.

D. 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 contract for renewal terms; check the appropriate box):

- | | |
|---|------|
| <input checked="" type="checkbox"/> CPI—Food Away From Home (Dec) | 3.0% |
| <input type="checkbox"/> CPI—All (Dec) | 0.8% |
| <input type="checkbox"/> CPI—Food (Dec) | 3.4% |
| <input type="checkbox"/> Other (specify) _____ | |

E. 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, including the utilization by the FSMC/Vendor of USDA Foods to the maximum extent possible have been met.

School Year 2015 USDA Foods Entitlement Amount (A) \$ _____

Amount of USDA Foods credited to the SFA by the FSMC/Vendor (B) \$ _____

USDA Foods Entitlement Utilization Percentage (B / A) % _____

Authorized Representative Signature

Title

Date

Mail, fax, or email to:

**Nutrition and Wellness Programs
Illinois State Board of Education
100 North First Street W270
Springfield, IL 62777-0001
Fax: 217-524-6124
Email: cnp@isbe.net**

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

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.

Arbor Management, Inc.

Organization Name

Marjana S. Nixon

Name of Authorized Representative



Original Signature of Authorized Representative

PR/Award Number or Project Name

Vice President, Operations

Title

March 4, 2015

Date