

**COVID-19 Emergency Contract Amendment for School Year 2021-2022
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 management services/vended meals services for nonprofit food service programs for the period beginning July 1, 2021, and shall not exceed June 30, 2022. The terms and conditions of the original contract are applicable to this contract amendment. 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/Vendor shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract.

PER MEAL PRICES MUST BE CALCULATED AS IF NO USDA COMMODITIES WILL BE RECEIVED.
ALL RATES MUST BE A FIXED PRICE PER MEAL BASED AND ALL MODIFIED RATES MUST BE BASED ON A FINANCIAL/COST ANALYSIS AND NEED TO INCREASE PRICING BASED ON FOOD, SUPPLIES, AND ILLINOIS FIXED MINIMUM WAGE INCREASES THAT ARE ABOVE AND BEYOND THE CONTRACTED CPI INDEX.
SEE GUIDANCE DOCUMENT FOR DETAILED DESCRIPTIONS OF EACH MODEL.

	2021-2022 Rate ⁽²⁾	Model 1 Rate ⁽³⁾	Model 2 Rate ⁽⁴⁾	Model 3 Rate ⁽⁵⁾
1. Reimbursable Breakfasts with Milk	1. <u>1.8049</u>	1. <u>2.2800</u>	1. <u>2.2800</u>	1. <u>2.2800</u>
2. Reimbursable Breakfasts without Milk	2. _____	2. _____	2. _____	2. _____
3. Reimbursable Lunches ⁽¹⁾ with Milk	3. <u>3.4438</u>	3. <u>3.8963</u>	3. <u>3.8963</u>	3. <u>3.8963</u>
4. Reimbursable Lunches ⁽¹⁾ without Milk	4. _____	4. _____	4. _____	4. _____
5. Management Fee per School Meal (Breakfasts and Lunches)	5. _____	5. _____	5. _____	5. _____
6. A la Carte Equivalents Fee ⁽¹⁾	6. _____	6. _____	6. _____	6. _____
7. Reimbursable After-School Snack	7. _____	7. _____	7. _____	7. _____
8. Reimbursable Supper with Milk	8. _____	8. _____	8. _____	8. _____
9. Reimbursable Supper without Milk	9. _____	9. _____	9. _____	9. _____

⁽¹⁾ Reimbursable Lunch and A la Carte Equivalents Fee Rates must be the same. (A la carte equivalency factor for this contract term is 3.97 and applies to all a la carte sales in the CNP)

⁽²⁾ Rates must be per 2021-22 contract renewal terms as per the original contract.

⁽³⁾ Modified or new rates for both in-person and hybrid (in-person & remote learning models) for meals served in NSLP, SBP, After-School Snack/Supper, and SSO breakfast, SSO lunch and SSO snack.


⁽⁴⁾ Modified or new rates for meals served in a full remote learning model for meals served in NSLP, SBP, After-School Snack/Supper and SSO breakfast, SSO lunch and SSO snack.

⁽⁵⁾ Modified or new rates for meals served in SFSP during breaks in the official school year that meet SFSP participation requirements or due to USDA waivers and allowance during this amendment time period when not in SSO or SNP.

OrganicLife, LLC

Food Service Management Company/Vended Meals Company		
430 W. Erie St., Ste. 403	Chicago, IL	60654
Street Address	City/State	ZIP Code

By submission of this contract amendment, the FSMC/Vendor certifies that the FSMC/Vendor shall operate in accordance with all applicable current Child Nutrition Program rules and regulations. This amendment shall not exceed June 30, 2022.

	Vice President	8/6/2021
Authorized Signature of FSMC/ Vendor	Title	Date

Acceptance of Contract Amendment

_____ School Food Authority (SFA)	_____ Agreement Number (RCDT Code)
_____ Authorized Signature of SFA	_____ Title
	_____ Date

**COVID-19 Emergency Contract Amendment for School Year 2021-2022
Food Management Services/Vended Meals Services
Nonprofit Food Service Program**

The COVID-19 Emergency Contract Amendment Certification Statement for School Year 2021-2022 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 **COVID-19 Emergency Contract Amendment Form for School Year 2021–2022** 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 *Invitation for Bid and Contract* 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.

- COVID-19 Contract Amendment (Page 1)
- COVID-19 Contract Amendment Certification Statement (Page 2)

Email to: nutritionprocurement@isbe.net