



STATE OF IOWA

TERRY BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF EDUCATION
BRAD A. BUCK, DIRECTOR

May 8, 2015

Woodbury County JDC
Dianne McTeer, Caseworker
822 Douglas St., Suite 401
Sioux City, IA 51101

Dear Ms. McTeer:

I have reviewed your FSMC Addendum with Catering by Marlin, Inc., d.b.a. CBM Management Services for the 2015-2016 school year. The renewal appears to meet USDA guidelines which is what our review covers. If additional USDA guidelines are implemented, the SA will request the district add them to future renewals/addendums.

If in the future this agreement proves to be less than satisfactory, neither you nor the contractor has any recourse with the State Agency or the USDA. The contract is strictly between the Woodbury County JDC and CBM.

If you have any questions, let me know.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl A. Benson".

Cheryl A. Benson, MSE
Consultant, Iowa Department of Education
Bureau of Nutrition & Health Services
308 2nd Avenue East
Oskaloosa, IA 52577
Office: 641-676-4215 Cell: 515-868-2847
Fax: 515-242-5988

Grimes State Office Building - 400 E 14th St - Des Moines IA 50319-0146

PHONE (515) 281-5294 FAX (515) 242-5988

www.educateiowa.gov

Championing Excellence for all Iowa Students through Leadership and Service

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and
Contracts Exceeding \$150,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. 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 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 \$150,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

CBM - Managed Food Service
Name of Organization Submitting Bid

500 E. 52nd St.
Address of Organization Submitting Bid

Sioux Falls South Dakota 57104
City State Zip Code

Shane Sejucha
Name of Submitting Official

V-P operations
Title of Submitting Official

Shu Syl
Signature

Date

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CBM - Managed Food Service
Name of Organization Submitting Bid

500 E. 52nd St.
Address of Organization Submitting Bid

Sioux Falls South Dakota 57104
City State Zip Code

Shane Sejnoka
Name of Submitting Official

V-P operations
Title of Submitting Official

Shane Sejnoka
Signature

Date

U.S. Department of Agriculture

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations, implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.5110, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

CBM managed Food Service west Food Program
Organization Name Project Name

Shane Sejocha V-P operations
Name and Title of Authorized Representative

Shane Sejocha
Signature Date

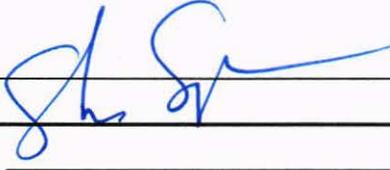
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

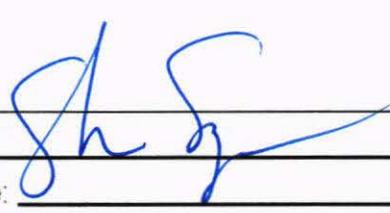
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. 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 to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES

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(See reverse for public burden disclosure.)

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Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the school food authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

- (1) By submission of their offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

- (2) Each person signing this offer on behalf of the Food Service Management Company certifies that:
 - (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible with the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Caterina By Marlin's Inc dba CBM Food Service
NAME OF FOOD SERVICE MANAGEMENT COMPANY

[Signature]
SIGNATURE OF FOOD SERVICE MANAGEMENT COMPANY'S AUTHORIZED REPRESENTATIVE

Vice President of Operations
TITLE

5/28/15
DATE

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

WESDC
NAME OF SCHOOL FOOD AUTHORITY

[Signature]
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Chair
TITLE

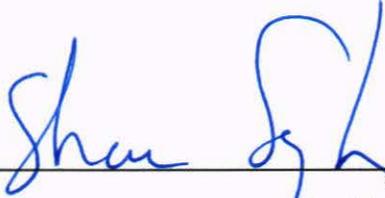
6/2/15
DATE

IN WITNESS WHEREOF, the parties have executed this First Extension to Agreement on this



Mark Monson
Chairman
Woodbury County Board of Supervisors

_____ Day of _____, 2015



Shane Senjinhua
President of Corrections
CBM Managed Food Services

_____ Day of _____, 2015



Cheryl Benson
Consultant S.E. Iowa
(Bureau Nutrition, Health and Transportation Services)

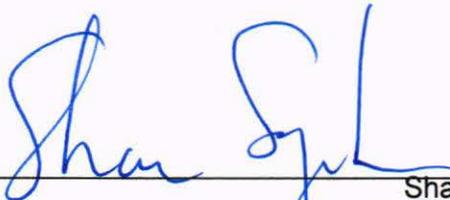
10 Day of June, 2015

IN WITNESS WHEREOF, the parties have executed this First Extension to Agreement on this



Mark Monson
Chairman
Woodbury County Board of Supervisors

_____ Day of _____, 2015



Shane Senjnhua
President of Corrections
CBM Managed Food Services

_____ Day of _____, 2015



Cheryl Benson
Consultant S.E. Iowa
(Bureau Nutrition, Health and Transportation Services)

10 Day of June, 2015

FOOD SERVICE MANAGEMENT COMPANY ADDENDUM

REQUIRED LANGUAGE

CHECKLIST

School Year 2015-2016

REQUIRED DOCUMENT
Must be completed and Submitted With the
School Food Authority's Food Service Management Company Addendum

School Food Authority	Woodbury County Juvenile Detention Ctr		
Address:	822 Douglas St. Suite 401 Sioux City Iowa 51101		
	Phone	712-279-6621	Fax: 712-234-2900
Contact Person:	Dianne McTeer		
Agreement No:	60398628	For School Year:	2013-2014
Food Service Management Company Name:	CBM - Managed Food Service		
Contract Value	\$97,000		

Check One:	First Year Renewal:	Second Year Renewal: <input checked="" type="checkbox"/>	Third Year Renewal:	Fourth Year Renewal:
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PLEASE IDENTIFY IN THE SPACE PROVIDED, THE SPECIFIC LOCATION (I.E. PARAGRAPH / SECTION) FOR EACH OF THE FOLLOWING REQUIRED ADDENDUM STATEMENTS. THESE STATEMENTS, EXACTLY AS WORDED BELOW MUST BE INCORPORATED INTO ALL ADDENDA.

A. MANAGEMENT FEE

Sect XVI
(C, 1-3 &
T, A-F
2015-2016
Contract
amendment
p. 1

All management/administrative fees must be specifically stated in the body of the addendum. Addendum which provides for management fees on a cents per meal or flat fee basis is allowed. 7 CFR 210.16(a),c.

Addendum is not permitted to contain a "cost-plus-a-percentage-of-cost" or "cost-plus-a-percentage-of-income" provision. 7 CFR 210.16(c) and 210.16(a),c.

(Identify the specific location in the contract where the following appear):

- _____ · management/administrative fee
- _____ · meal equivalent conversion factor
- _____ · guaranteed capped subsidy, or
- _____ · guaranteed return, or

pg 1, T3 a-f
2015/2016

- guaranteed breakeven or no loss or
- cost per meal

B. DURATION OF ADDENDUM

pg 1-para 4

1. The addendum between the school food authority and the food service management company can be no longer than 1 year in duration. 7 CFR Parts 210.16(d).

pg 1-para 4

2) This addendum begins on [July 1, 2015] and ends on [June 30, 2015]

C. RECORDS

pg 9-para 9-12

1) The food service management company must retain revenue records categorized by source, type and category of meal or food service, e.g., a la carte sales, reduced price, and full price National School Lunch Program and School Breakfast Program meals, After School Snack Program, Special Milk Program, etc. 7 CFR 210.16.

D. School Food Authority(SFA) RESPONSIBILITY

pg 9-para 7

1) The school food authority shall retain signature authority on the application/agreement to participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), and After School Snack program (ASSP) including the school food authority's free and reduced price policy statement. 7 CFR 210.9 (a)(b), 210.16(a)(5).

E. DEBARMENT/SUSPENSION CERTIFICATE

1) The SFA has checked the Excluded Parties List System (EPLS) to verify that the FSMC is not excluded from bidding. The EPLS is currently located at <http://www.epls.gov>

2) The documentation must be attached to the signed contract and kept on file at the school food authority. A copy of the documentation must also be forwarded to the state agency with a copy of the signed contract or addendum. 7 CFR 3017.510

F. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1) All school food authorities shall require food service management companies to certify that the prices in the offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition. 7 CFR 3017

2) All food service management companies and school food authorities will be required to sign and submit a Certification of Independent Price Determination with each SFA contract. The certification must be attached to the signed contract and kept on file at the school food authority. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum. 7 CFR 3017

G. CERTIFICATION REGARDING LOBBYING

1) The Food Service Management Company must sign and submit a certification regarding lobbying which conform in substance with language in 7 CFR Part 3018.

p. 8

- 2) The certification regarding lobbying must be attached to the signed contract and kept on file at the school food authority. A copy of the certification must also be forwarded to the state agency with the signed contract. 7 CFR Part 3018

H. DISCLOSURE OF LOBBYING ACTIVITIES

p 8

- 1) The Food Service Management Company must disclose lobbying activities in connection with the school nutrition programs. 7 CFR Part 3018

p 8

- 2) The lobbying disclosure form must be attached to the signed contract and kept on file at the school food authority. A copy of the certification must also be forwarded to the state agency with the signed contract or addendum. 7 CFR Part 3018.

No reimbursement will be made for meals that have been purchased from a FSMC without a SA approved contract and adherence to the provisions set forth in 210.21(c)(3). Contracts run from July 1 through June 30 of each year.

This is to certify that all required federal and state contract language is included and identified in this checklist.

Submitted by: CBM Managed Food Service
FSMC Official Name

FSMC Official Signature (Date)

Reviewed by: Woodbury County Juvenile Detention
School Business Official Name

Dianne McGeer 6/2/15
School Business Official Signature (Date)

<u>Optional</u>	
Reviewed by:	_____
	Board Attorney Name

	Board Attorney Signature

	Date

State Agency Use

Date Received: June 5, 2015 Action Taken Accepted

Reviewed by: CHERYL BENSON 6-10-15
State Agency Official Name (Date)

Cheryl Benson 6-10-15
State Agency Official Signature (Date)

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pg 1, T3 a-f
2015/2016

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FSMC Official Name

FSMC Official Signature (Date)

Reviewed by: Woodbury County Juvenile Detention
School Business Official Name

Dianne McQueen 6/2/15
School Business Official Signature (Date)

<u>Optional</u>	
Reviewed by:	_____
	Board Attorney Name

	Board Attorney Signature

	Date

State Agency Use

Date Received: June 5, 2015 Action Taken Accepted

Reviewed by: C+ERYL BENSON 6-10-15
State Agency Official Name (Date)

Ceryl Benson 6-10-15
State Agency Official Signature (Date)

NONDELEGATABLE RESPONSIBILITIES
School Food Authority Responsibilities
School Food Authority Acknowledgement

The School Food Authority shall be legally responsible for the conduct of the food service program, and shall supervise and monitor the food service operations in such manner as will ensure compliance with the rules and regulations of the Iowa Department of Education/Bureau Nutrition and Health Services (DE/BNHS) and the United States Department of Agriculture (USDA) regarding the school food service program.

- The School Food Authority shall remain responsible for ensuring that the food service operation is in conformance with its agreement under the program and shall monitor the food service operation through periodic on-site visitations. 7 CFR 210.16(a)(2)(3).
- The School Food Authority contracting with a food service management company shall establish an advisory board composed of parents, teachers and students to assist in menu planning. 7 CFR 210.16(a)(8).
- The School Food Authority shall maintain applicable health certification and be assured that all state and local regulations are being met by a food service management company preparing or serving meals at the School Food Authority facility. 7 CFR 210.16(a)(7).
- The School Food Authority shall establish all program and nonprogram meal and a la carte prices. 7 CFR 210.16(a)(4).
- The School Food Authority shall develop and include in the request for proposal a 21-day cycle menu. The food service management company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the School Food Authority. 7 CFR 210.16(b)(1).
- The School Food Authority shall retain signature authority on the application/agreement to participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), and After School Snack program (ASSP) including the School Food Authority's free and reduced price policy statement; 7 CFR 210.9 (a)(b), 210.16(a)(5).

BNHS utilizes a website Application/Claim Online System. BNHT approves school district personnel access to the system which also represents secure signature authority for applications and claims. The School Food Authority personnel that are approved to access the online system shall not disclose user logon and passwords to any other parties or otherwise enable system use by unapproved users.

- The School Food Authority shall establish internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly claim for reimbursement. 7 CFR 210.8(a) At a minimum, the School Food Authority shall:
 - review edit check worksheets and make comparisons of daily free, reduced price and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches;
 - develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems.
 - conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the School Food Authority.

- The School Food Authority shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to the food service management company. 7 CFR 210.16(a)(5).

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- The School Food Authority shall be responsible for all contractual agreements entered into in connection with the school nutrition program (i.e., vending meals to other school food authorities). 7 CFR 210.21, 7 CFR 210.19(a)(1) and 3015.
- The School Food Authority shall retain control of the school food service account and overall financial responsibility for the food service program. 7 CFR 210.19(a)(2)
- The School Food Authority shall be responsible for ensuring resolution of program review and audit findings. 7 CFR 210.9(b)(17) and 210.18(k)(1)(2).
- The School Food Authority shall develop, distribute and collect the parent letter and application for free and reduced price meals and free milk. This responsibility shall not be delegated to the food service contractor to any degree. 7 CFR 245.6
- The School Food Authority shall be responsible for verifying applications for free and reduced price meals or free milk benefits and the conduct of any hearings related to such determinations. This responsibility shall not be delegated to the food service management company. 7 CFR 245.
- The School Food Authority shall assure that the maximum amount of USDA donated foods are received and utilized by the food service management company. 7 CFR 210.9(b)(15)
- The School Food Authority shall establish commodity processing contracts. The responsibility cannot be delegated to the food service management company. 7 CFR 250.15(a).
- In order to offer a la carte food service, the School Food Authority must also offer to all eligible children free, reduced price and full price reimbursable meals. 7 CFR 210.16(a)
- The School Food Authority shall establish all prices, including price adjustments for food items served under the nonprofit school food service account (e.g., reimbursable meals, a la carte service, adult meals). 7 CFR 210.16(a)(4)

I understand that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the School Food Authority.

Dianne McGehee
Signature School District Official

Caseworker - WCSDC
Title

6-2-15
Date

NONDELEGATABLE RESPONSIBILITIES
School Food Authority Responsibilities
School Food Authority Acknowledgement

The School Food Authority shall be legally responsible for the conduct of the food service program, and shall supervise and monitor the food service operations in such manner as will ensure compliance with the rules and regulations of the Iowa Department of Education/Bureau Nutrition and Health Services (DE/BNHS) and the United States Department of Agriculture (USDA) regarding the school food service program.

- The School Food Authority shall remain responsible for ensuring that the food service operation is in conformance with its agreement under the program and shall monitor the food service operation through periodic on-site visitations. 7 CFR 210.16(a)(2)(3).
- The School Food Authority contracting with a food service management company shall establish an advisory board composed of parents, teachers and students to assist in menu planning. 7 CFR 210.16(a)(8).
- The School Food Authority shall maintain applicable health certification and be assured that all state and local regulations are being met by a food service management company preparing or serving meals at the School Food Authority facility. 7 CFR 210.16(a)(7).
- The School Food Authority shall establish all program and nonprogram meal and a la carte prices. 7 CFR 210.16(a)(4).
- The School Food Authority shall develop and include in the request for proposal a 21-day cycle menu. The food service management company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the School Food Authority. 7 CFR 210.16(b)(1).
- The School Food Authority shall retain signature authority on the application/agreement to participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), and After School Snack program (ASSP) including the School Food Authority's free and reduced price policy statement; 7 CFR 210.9 (a)(b), 210.16(a)(5).

BNHS utilizes a website Application/Claim Online System. BNHT approves school district personnel access to the system which also represents secure signature authority for applications and claims. The School Food Authority personnel that are approved to access the online system shall not disclose user logon and passwords to any other parties or otherwise enable system use by unapproved users.

- The School Food Authority shall establish internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly claim for reimbursement. 7 CFR 210.8(a) At a minimum, the School Food Authority shall:
 - review edit check worksheets and make comparisons of daily free, reduced price and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches;
 - develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems.
 - conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the School Food Authority.

- The School Food Authority shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to the food service management company. 7 CFR 210.16(a)(5).

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I understand that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the School Food Authority.

Dianne McGee
Signature School District Official

Caseworker - WJSD
Title

6-2-15
Date

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the school food authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

- (1) By submission of their offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

- (2) Each person signing this offer on behalf of the Food Service Management Company certifies that:
 - (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible with the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Catering By Marlin's Inc dba CBM Food Service
NAME OF FOOD SERVICE MANAGEMENT COMPANY

[Signature]
SIGNATURE OF FOOD SERVICE MANAGEMENT COMPANY'S AUTHORIZED REPRESENTATIVE

Vice President of Operations
TITLE

5/28/15
DATE

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

WESDC
NAME OF SCHOOL FOOD AUTHORITY

[Signature]
SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE