



April 5, 2019

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 2019-20 school year.

Note the *Certification Form, page 3* requires the District report allotted commodity dollars and usage for the school year. We have completed the information through March. As we provide a monthly commodity tracker worksheet which has the percentage of usage indicated in the year to date tab, you will continue to get updates through the end of the school year. We can review this at your convenience should you have questions.

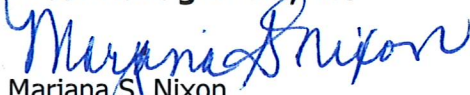
We are only recommending a couple of increases in selling prices this year, and the *Food and Labor Cost Outlook* that documents the need for the CPI increase that we are requesting is also included. We are asking for an increase of 2.8% in the meal rate(s) as allowed in our agreement. I have also provided a financial projection for your convenience.

With the pending changes in the State minimum wage, you will also find the required documents that allow us to bill back the increases that will occur in the next school year. Please note that these worksheets are to be submitted with the other required documents. Should you have questions or need assistance with any of this, do not hesitate to call me.

Arbor Management, Inc. is proud of the partnership that we share Millburn CCSD #24, and we look forward to serving your students and staff in the 2019-2020 school year.

Regards,

Arbor Management, Inc


Marjana S. Nixon
Vice-President, Operations

Cc: Distribution

Date of Original Contract June 27, 2017			
Year of Renewal (Circle)			
1	2	3	4

**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, 2019, and ending June 30, 2020. 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

	2018-2019 Rate	2019-2020 Rate**	Percentage Increase***
1. Reimbursable Breakfasts	1. \$1.4862	1. \$1.5278	1. 2.8
2. Reimbursable Lunches*	2. \$2.8802	2. \$2.9608	2. 2.8
3. Management Fee per School Meal (Breakfasts and Lunches)	3. _____	3. _____	3. _____
4. A la Carte Equivalents Fee*	4. \$2.8802	4. \$2.9608	4. 2.8
5. A la Carte Management Fee	5. XXXXXXXX	5. _____	5. _____
6. Reimbursable After-School Snack	6. \$.82	6. \$.8429	6. 2.8
7. Special Milk	7. _____	7. _____	7. _____
8. Reimbursable After-School Supper	8. _____	8. _____	8. _____
9. Reimbursable Summer Breakfast	9. _____	9. _____	9. _____
10. Reimbursable Summer Lunch	10. _____	10. _____	10. _____
11. Fresh Fruit and Vegetable Program	11. _____	11. _____	11. _____

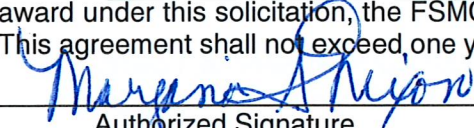
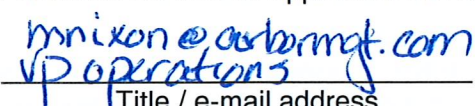
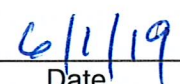
*Rates must be the same.

**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		
917 Hawthorn Dr.		
Street Address		
Itasca	IL	60143
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.

		
Authorized Signature	Title / e-mail address	Date

Acceptance of Contract Renewal Agreement

Millburn Community Consolidated SD #24	34-049-0240-04
School Food Authority	Agreement Number

Authorized Signature	Title / e-mail address	Date
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Contract Renewal Agreement Certification Form 2019–2020

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) 34-049-0240-04

School Food Authority Millburn CCSD #24

Contractor Name Arbor Management, Inc.

B. Required Documentation

Submit signed copies of the following documents.

- *Contract Renewal Agreement*
- *Contract Renewal Agreement Certification Form 2019–2020*
- Certification forms, as applicable, signed annually by the contractor. The contractor certification forms are located on our website at <https://www.isbe.net/Pages/Nutrition-and-Wellness-Contract-Certification-Forms.aspx>.
 - *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;
- *Food-Based Meal Pattern Contract Amendment*, if applicable, signed by both parties;
- 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 checked="" type="checkbox"/> CPI—Food Away From Home (Dec) | 2.8% |
| <input type="checkbox"/> CPI—All (Dec) | 1.9% |
| <input type="checkbox"/> CPI—Food (Dec) | 1.6% |
| <input type="checkbox"/> Other (specify) _____ | |

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/Vendor to the maximum extent possible have been met:

School Year 2019 USDA Foods Entitlement Amount (A) \$ 21,062.72

School Year 2019 USDA Foods credits issued to the SFA by the FSMC/Vendor (B) \$ 18,848.88

USDA Foods Entitlement Utilization Percentage as of **3/29/19** (B / A) % 89.4

Authorized Representative Signature

Title

e-mail

Date

Mail, fax, or email to:

**Nutrition Division
Illinois State Board of Education
100 North First Street W270
Springfield, IL 62777-0001
Fax: 217-524-6124
Email: nutritionprocurement@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.**

CONTRACT ADDENDUM 2019-20 School Year

In accordance with the *Fixed Fee Allowance*, and as agreed upon by Millburn CCSD #24, Arbor Management, Inc. will bill Millburn CCSD #24 a total of \$1,086.97 over 97 days of service to accommodate the Minimum Wage mandate by the State of Illinois effective January 1, 2020. The additional cost is calculated per the attached schedule.

Total Daily Labor Charge

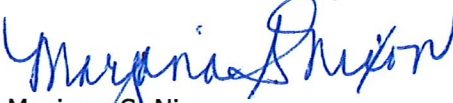
\$ 11.21

Arbor will bill the daily amount to Millburn CCSD #24 on the actual number of serving days in each calendar month. To signify your agreement, please sign this letter and return a copy to our office. Thank you.

Sincerely,

Millburn CCSD #24

ARBOR MANAGEMENT, INC


Marjana S. Nixon
Vice President, Operations

Date_____

Signed_____

Name_____

Title_____

MSN/ms

Minimum Wage Increase Calculation Worksheet

(For Use With Food Service Management Company Contract Renewals 2019-2020)

Instructions: This worksheet must be used to calculate the allowable fixed wage fee increase resulting from the State-mandated minimum wage increase, effective January 1, 2020. No other worksheets will be accepted. Any manipulation of the formulas contained in this worksheet or misrepresentation of the data will result in the State's rejection of the fixed wage fee increase. It is the school food authority's responsibility to ensure all data is accurate. **Complete all yellow boxes.**

School Food Authority: Enter the complete name of the school food authority (district or private school).

Agreement Number: Enter the school food authority's agreement number (RCDT Code).

Contractor: Enter the complete name of the contractor providing school meal services.

Employee Position: Enter the position held by each employee whose hourly wage is currently below \$9.25. Each employee's data should be entered separately. For reference, the school food authority (SFA) should request a current detailed employee list certified by the contractor including daily hours worked (specific times may be requested), wages, and number of days to be worked. However, do not submit employee's names to the State.

Hourly Wage (2018-2019): Enter the current hourly wage earned by the employee. The estimated hourly wage for the 2019-2020 school year will be automatically calculated based on the percentage increase entered (see below).

Daily Hours Worked: Enter the daily hours worked by the employee for the respective school years. The number of daily hours worked for the 2019-2020 school year may not exceed the number of daily hours worked for the 2018-2019 school year, even if the employee's hours will be increased.

Total Days Worked: Enter the total number of days to be worked by the employee during the respective school years from January 1, 2018 to the end of the contract term. Paid holidays and vacation days may be included.

Percent Payroll Taxes (2019-2020): Enter the percentage to be paid for the employee's payroll taxes for the 2019-2020 school year.

Submission to the State: The school food authority is responsible for submitting this worksheet along with the *Contract Renewal Agreement Form* and required certification forms to the Illinois State Board of Education. Ensure all documents are signed and dated as required. All documents may be mailed to Illinois State Board of Education, Nutrition Division, 100 North First Street W-270, Springfield, IL 62777-0001 or faxed to 217-524-6124 (Attention: Christina Smith). **IMPORTANT: This entire worksheet must also be submitted electronically via email to nutritionprocurement@isbe.net**

School Food Authority: Millburn CCSD #24

Agreement Number: 34-049-0240-04

Contractor: Arbor Management, Inc.

Total Fixed Wage Fee*: \$1,086.97

Allowable billback throughout the 2019-2020 Contract Term

*As the worksheet is completed, this field is filled in automatically. If agreed upon by the school food authority (SFA) and contractor through means of a contract amendment drafted by the SFA, this is the fixed amount that will be charged to the SFA in addition to the fixed per meal rates and management fees for the 2019-2020 school year. The resulting fixed wage fee is NOT subject to increases during subsequent renewals and must be decreased in the event specified positions are eliminated, work hours/wages are decreased, or any other factor reduces the fixed amount originally determined.

Agreement Number: 34-049-0240-04

[illegible]

*The number of daily hours worked for the 2019-2020 school year may not exceed the number of daily hours worked for the 2018-2019 school year, even if the employee's hours will be increased.

Millburn CCSD 24
2019-2020 Financial Projection

DISTRICT INCOME

PAID LUNCH	40,655	X	\$ 2.90	\$	117,900
REDUCED PRICE LUNCH	519	X	\$ 0.40	\$	208
ALA CARTE SALES	5,144	X	\$ 3.4750	\$	17,875
PROJECTED REIMBURSEMENTS				\$	68,396
					<hr/>
PROJECTED DISTRICT INCOME					\$ 204,379

ARBOR INVOICE

** REIMBURSABLE LUNCHES	55,879	X	\$ 2.9608	\$	165,447
ALA CARTE EQUIVALENTS	5,144	X	\$ 2.9608	\$	15,230
LESS PROJECTED COMMODITY CREDIT			<i>includes checks from manufacturers</i>	\$	<u>(19,558)</u>
PROJECTED ARBOR INVOICE				\$	161,119
Minimum Wage Billing				\$	(1,087)
PROJECTED RESULTS				\$	<u>42,173</u>

**** INCLUDES 14,705 FREE LUNCHES**

Presented: April-2019

MILLBURN CCSD 24

2018-19 SCHOOL YEAR PRICE LIST

Recommended increases in BOLD

PATTERN MEAL

STUDENT	\$2.90
ADULT	\$3.45
2ND ENTRÉE WITH FULL MEAL	\$2.30

BEVERAGES

MILK (1/2 PINT) - WHITE	\$0.60
BOTTLED WATER	\$1.00

OTHER

BAGEL w/Cream Cheese	\$1.65	\$1.75
BAKED CHIPS	\$1.20	\$1.25
COOKIE	\$1.10	\$1.15
FRESH FRUIT, WHOLE 138 CT	\$0.75	

Recommended:

4/5/2019



Arbor Management, Inc. **2019-2020 School Year – Economic Cost Outlook**

The information presented is based on current and historical market reports as well as current legislation from the U.S. Department of Agriculture – Economic Research Service, State of Illinois Nutrition Program, Illinois Industrial Commission, Consumer Price Index, and other reporting agencies and entities both private and public. This paper is intended for Arbor Management clients only and should be considered proprietary and not for general distribution outside of the client/provider relationship.

Wages , Unemployment, Insurance and Taxes

Wages - Future employee wage increases will follow yearly CPI or be adjusted due to new bid specifications or Union contracts. 2019-2020 will see a **2.8% increase in real payroll costs**. **Illinois Minimum wage increases will have a significant impact on wages and payroll tax costs.**

Unemployment Insurance Costs - The Illinois Department of Employment Security imposed an unemployment insurance surcharge in 2014 (called the Fund Building Rate) to help rebuild the depleted unemployment fund in Illinois. This surcharge has never been rescinded and has actually increased 2019 to .55 percent.

In addition to the Fund Building Rate, a dramatic increase in the State Experience Factor was levied in 2013. This was a **32% increase** (from 107% to 139%) from 2012. These additional charges (still in place for 2019-20) will be in place for the next two years. All of the pass-through surcharges and rate increases will add an additional **3.4% tax** on top of all payroll amounts.

Workers Compensation Insurance - The WC Insurance carrier indicated a range of **5% - 7% increase** for the 2019-2020 school year.

Health Insurance – The provider used for health insurance enacted rate increases of up to **11%** for 2019 . All plans and increased premiums started on January 1, 2019.

All of the wage, tax and insurance factors combined will potentially result in a 3% to 5.5 % wage and taxes category increase for school year 2019-2020.

Food Cost Projection Summary

Using historical food usage numbers, the overall food cost increase during the next school year is expected to be **2.8%-3.5%**. This projection will be valid unless another catastrophic (grain growing region droughts, coffee fungus, Canadian beef scare, Pork-PED virus, continued trouble in California fruit/vegetable growing regions, Hurricane damage to citrus in Florida) or geopolitical event (China food commodity import ban/sanctions) happens. Each component of a school lunch is addressed in this outlook paper. Transportation costs continue to rise more than the overall CPI.

Consumer Price Index (CPI) Data for the 12 Month Period Ending December 2018

The index for **Food away from home** rose **2.8 %** in 2018. A sampling of the included categories show:

- Bread and bakery products – up **1% to 3%** depending on product.
- Beef products (ground and roast) – up **2.8% to 4.2%**
- Pork (depending on specific product) – up anywhere from **1.2% to 2.5%**
- Chicken (fresh) – up **.5%**
- Eggs (fresh) – dropped **3.3%**
- Cheese as a category – dropped **2.1%**
- Fruits and vegetables (fresh) – up anywhere from **3.1 % to 10.1%**
- Fresh Milk – up **1.4%**

The projection data for 2019 shows a similar range of increases as well as a few categories that will show slight decreases and/or no increases.



Arbor Management, Inc. **2019-2020 School Year – Economic Cost Outlook**

Food Cost Projection Summary – continued:

USDA Commodities

For schools in the National School Lunch program, the cost of using USDA commodities will increase again this year in almost all categories. The prices used for comparison are the current 2018-2019 product prices for USDA Commodities for Illinois and the 2019-2020 future prices for USDA Commodities quoted from the Illinois State Board of Education commodity website. The use of 85% of available School District PAL dollars is mandated in Illinois and USDA commodities are the primary category for this.

- **Beef**, ground and manufactured patties, will increase **5%– 16%** (depending on the type of finished product).
- **Cheese**, blocks and shredded will increase **3.3% - 23.7%**
- **Chicken**, raw cut-up and cooked products, will increase **3.3% - 10.3%**
- **Eggs**, whole frozen will increase **135%** from last year
- **Canned Fruits** (after increasing over 120% in the past four years) will decrease by **20%**
- **Applesauce Cups** will increase **13.3%**
- **Turkey**, whole birds/roasts or slicing breasts, will increase **10.6% – 20.6%**
- **Potatoes**, manufactured, will increase **26.2% – 33.1%**
- **Canned and Frozen Vegetables**, will have a slight decrease **3%** to an increase of **9.6%** (depending on the product)
- **Seafood**, pollock will increase **11.9%**
- **Breads**, tortillas and pancakes, will increase **3.5%**
- **Orange Juice**, cups, will increase by **25.7%**

This is a proprietary report for Arbor Management clients. This report cannot be copied or distributed without authorization from Arbor Management, Inc.

March 2019

David K. Gauger
Arbor Purchasing Department

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 part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). 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



Original Signature of Authorized Representative

3/15/2019

Date

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 Government-Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.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.

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

PR/Award Number or Project Name

Marjana S. Nixon

Vice President, Operations

Name of Authorized Representative

Title


Original Signature of Authorized Representative

3/15/2019

Date

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

Directions: Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

1. TYPE OF FEDERAL ACTION

☐ a. Contract ☐ b. Grant ☐ c. Cooperative agreement ☐ d. Loan ☐ e. Loan guarantee ☐ f. Loan insurance

2. STATUS OF FEDERAL ACTION

☐ a. Bid/offer/application ☐ b. Initial award ☐ c. Post-award

3. REPORT TYPE

☐ a. Initial filing ☐ b. Material change ☐ For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

☐ Prime ☐ Subawardee, Tier _____, if known _____ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS 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

\$ _____

10a. NAME AND ADDRESS OF LOBBYING ENTITY
(If individual, last name, first name, MI)b. INDIVIDUALS PERFORMING SERVICES
(Including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)

\$ _____ ☐ Actual ☐ Planned

12. FORM OF PAYMENT (check all that apply)

☐ a. Cash ☐ b. In-kind; specify: nature _____ value _____

13. TYPE OF PAYMENT (check all that apply)

☐ a. Retainer ☐ b. One-time fee ☐ c. Commission
☐ d. Contingent fee ☐ e. Deferred ☐ f. Other, specify _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

15. ☐ YES ☐ NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

16.

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 reported to the Congress semi-annually and 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.

ORIGINAL SIGNATURE

PRINT NAME OR TYPE

Marjana S. Nixon

TITLE

Vice President, Operations

TELEPHONE NUMBER

630-620-5005

DATE

3/15/2019

INSTRUCTIONS FOR COMPLETION OF ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY
