

This First Renewal Agreement will be posted on the CPS website.

**AGREEMENT TO EXERCISE FIRST OPTION TO RENEW
FOOD SERVICE MANAGEMENT AGREEMENT**

This agreement to exercise the first option to renew the Food Service Management Agreement ("First Renewal Agreement") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "Board" or "CPS") and ARAMARK EDUCATIONAL SERVICES, LLC, a Delaware Limited Liability Company, d/b/a ARAMARK Education K-12, authorized to do business in Illinois with principal offices located at 1101 Market Street, Philadelphia, Pennsylvania ("Vendor") is entered into as of this 1st day of August, 2014.

RECITALS:

- A. The Board and Vendor entered into a Food Service Management Agreement ("Agreement") pursuant to a Board Request for Proposals for a term beginning August 1, 2013 and continuing through July 31, 2014. The Agreement provided that the Board has four (4) options to renew the Agreement for a period of one year each.
- B. The Board desires to exercise the first option to renew the Agreement upon the terms and conditions as set forth in this First Renewal Agreement, and Vendor accepts this First Renewal Agreement on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this First Renewal Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms contained in this First Renewal Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
- 2. **First Renewal Term:** The parties agree that the Agreement shall be renewed and shall continue for a term commencing on August 1, 2014 and continuing through July 31, 2015 ("First Renewal Term"), unless terminated sooner as provided in the Agreement. There are three (3) remaining options to renew the Agreement after the First Renewal Term expires.
- 3. **Compensation:** The maximum compensation payable to Vendor during the First Renewal Term shall not exceed Ninety-Nine Million Seven Hundred Twenty-Six Thousand Eight Hundred Forty-Four Dollars (\$99,726,844.00) ("Maximum Compensation Amount"), without the prior approval of the members of the Board and a written amendment to this First Renewal Agreement. It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed during the First Renewal Term, and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement, as may be amended by this First Renewal Agreement. No expenses will be reimbursed under the Agreement, and any materials provided by Vendor to the Board and its employees in performance of the Agreement shall be at no additional charge to the Board. In the event that the First Renewal Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for Services and other deliverables not provided. Payments shall be made as specified in Section 5 of the Agreement and the "First Renewal Term's Schedule of Compensation" attached and incorporated into this First Renewal Agreement as Exhibit B-1. Any references to Exhibit B in the Agreement shall be understood to include Exhibit B-1 as it relates to the performance and obligations of either party during the First Renewal Term.
- 4. **Products and Services:** Vendor shall continue to provide those Products and Services described in the Agreement, including the exhibits incorporated into it, during the First Renewal Term.

This First Renewal Agreement will be posted on the CPS website.

6. **Confidential Information and Intellectual Property Rights:** The Board and Vendor agree to amend Sections 15 and 16 of the Agreement as set forth below to confirm and clarify the handling and treatment of certain Confidential Information and Intellectual Property as more fully described below.
- a. The parties acknowledge that, for purposes of this Agreement: (1) any recipes that Vendor provides, either on its own behalf or on behalf of its vendors and subcontractors, are to be treated as the Vendor's Intellectual Property as defined in Section 16.3 of the Agreement; and (2) any pricing information supplied by Vendor, either on its own behalf or on behalf of its vendors and subcontractors, is to be treated as Vendor's Confidential Information as defined in Section 15.3 of the Agreement.
 - b. The parties agree that they will reasonably cooperate with one another to return or destroy the Vendor's Confidential Information after the expiration or termination of the Agreement similar to the provisions provided for the return or destruction of the Board's Confidential Information in Section 15.7 of the Agreement.
 - c. With regards to the license to Vendor's Intellectual Property provided in Section 16.3 of the Agreement, the parties acknowledge that, in certain limited circumstances, Vendor may not be able to obtain perpetual, irrevocable, non-exclusive licenses from its vendors or subcontractors. In the event that Vendor's subcontractors limit the license to use intellectual property, Vendor shall provide notice to the Board of such limitations, and the Board's license shall be limited in an identical manner. Vendor agrees that, notwithstanding this accommodation, it will make reasonable efforts to minimize the limitations that may be placed on the Board's continued use of Vendor's Intellectual Property.
6. **Freedom of Information Act:** Vendor acknowledges that this First Renewal Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1), subject to any permitted exceptions asserted by Vendor, and any other comparable state and federal laws and that this First Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this First Renewal Agreement shall be posted on the Board's website at www.cps.edu.
7. **Agreement:** Except as expressly provided in this First Renewal Agreement, all terms and conditions of the Agreement shall remain in full force and effect during the First Renewal Term.
8. **Counterparts and Facsimiles:** This First Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

This First Renewal Agreement will be posted on the CPS website.

IN WITNESS WHEREOF, the parties have signed this First Renewal Agreement as of the date first written above.

BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: David J. Vitale
David J. Vitale, President

Attest: Susan J. Narrajos 7/31/14
Susan J. Narrajos, Assistant Secretary

Approved as to Legal Form: JW
James Bebley
James Bebley, General Counsel

Board Report No. 14-0625-PR34 -1

ARAMARK EDUCATIONAL SERVICES, LLC

By: Brian Pressler
Name: Brian Pressler
Title: Vice President

Attest: Blaise Taccone
Name: Blaise Taccone
Title: Assistant Secretary

**Exhibit B-1 to Food Service Management Agreement
Schedule of Compensation**

This Exhibit B-1 shall apply to the performance of the terms of the Food Service Management Agreement ("Agreement") between the Board of Education of City of Chicago ("Board" or "CPS") and ARAMARK EDUCATIONAL SERVICES, LLC ("Vendor") during the First Renewal Term as defined by the Agreement to Exercise First Option of Food Service Management Agreement ("First Renewal Agreement"). The prices reflected in the Illinois State Board of Education's Contract Renewal Agreement ("ISBE's Renewal Form"), attached and incorporated as part of this Exhibit B-1, do not include the use of commodities or any alternate pricing structure.

Vendor will be paid at a fixed rate per meal/meal equivalent. The fixed fee price per meal/ meal equivalent will include all their costs such as labor, food, supplies and any management fees in a per meal cost. The Board must determine the existence of the proper pass through value of the USDA Foods; i.e., credits or reductions on the invoice in the month of receipt. In addition to those rates and fees included in ISBE's Renewal Form, the parties agree that the following reimbursements will be made during the First Renewal Term:

	2013-14 Rate	2014-15 Rate	Percentage Increase
Emergency Water	\$0.2000	\$0.2030	1.50%
After School Meal	\$1.4000	\$1.4210	1.50%
Summer Breakfast	\$1.1000	\$1.1165	1.50%
Summer Lunch	\$1.3301	\$1.3500	1.50%
Fresh Fruit Veggie Program	See Below	See Below	
A La Carte Equivalency Factor	3.14	3.14	N/A for 2014-15

In furtherance of and in supplement to the foregoing, during the First Renewal Term, Vendor shall receive as compensation from the Board's nonprofit food service account only:

- a fixed meal rate for: each reimbursable school breakfast served; each reimbursable school lunch served; and each a la carte equivalent served as set forth in the ISBE's Renewal Form;
- a fixed management fee for each reimbursable school meal served and for the operation of the a la carte program as set forth in ISBE's Renewal Form;
- a fixed per-unit rate for: each reimbursable after-school snack served in the After-School Care Program; each reimbursable after-school dinner served; and each emergency water unit provided to schools all as set forth above;
- a reimbursement amount equal to Vendor's direct costs for products and services provided as part of the Fresh Fruit and Vegetable Program ("FFVP") including, for example, Vendor's delivery costs and the costs of products purchased by Vendor for the FFVP. Allowable costs associated with the FFVP shall be paid from the Board's nonprofit food service account to Vendor net of all discounts, rebates, and other applicable credits accruing to or received by Vendor or any assignee under the Agreement, to the extent those credits are allocable to the allowable portion of the costs billed to the Board. Vendor must separately identify for each cost submitted for payment to the Board the amount of that cost that is allowable (can be paid from the nonprofit food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account). Other than as set forth above, Vendor shall not charge any additional fees for services rendered as part of the management of the FFVP;

- payment according to the rates Vendor negotiates in writing with any individual school as necessary to meet that school's unique needs under this Agreement, subject to approval or rejection by the Executive Director of Nutrition Support Services and with the understanding that the such additional costs shall be the individual school's responsibility to pay for outside of the nonprofit food service account; and
- payment according to the rates set forth in the "Schedule for ITS Team for POS On-going Support", attached and incorporated as part of this Exhibit B-1, for services provided as part of the POS Implementation Support Services as described in the Scope of Services that shall continue as Ongoing Support Services during the First Renewal Term.

Vendor shall not receive any other compensation from the Board for any other products and services unless it is expressly provided for in the Agreement, as may be amended upon written approval of the authorized representatives of the Board and approved by the Board's General Counsel.

Vendor must subtract from the Board's monthly invoice the current market value of all USDA Foods.

**Exhibit B-1 to Food Service Management Agreement
Schedule for ITS Team for POS Ongoing Support**

	144	152	160	168	176	184		
Authorized billable hours per								
	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Total
650	650	650	650	650	650	650	650	650
5	5	5	5	5	5	5	5	5
2	2	2	2	2	2	2	2	2
Sr. CSR	\$ 7,436.16	\$ 7,849.28	\$ 8,262.40	\$ 8,675.52	\$ 9,088.64	\$ 9,501.76	\$ 9,914.88	\$ 95,430.72
CSR	\$ 6,138.72	\$ 6,479.76	\$ 6,820.80	\$ 7,161.84	\$ 7,502.88	\$ 7,843.92	\$ 8,184.96	\$ 78,780.24
CSR	\$ 6,138.72	\$ 6,479.76	\$ 6,820.80	\$ 7,161.84	\$ 7,502.88	\$ 7,843.92	\$ 8,184.96	\$ 78,780.24
CSR	\$ 6,138.72	\$ 6,479.76	\$ 6,820.80	\$ 7,161.84	\$ 7,502.88	\$ 7,843.92	\$ 8,184.96	\$ 78,780.24
CSR	\$ 6,138.72	\$ 6,479.76	\$ 6,820.80	\$ 7,161.84	\$ 7,502.88	\$ 7,843.92	\$ 8,184.96	\$ 78,780.24
Vans	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$15,019
Fuel	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$12,180
	\$ 34,256.04	\$ 36,033.32	\$ 37,810.60	\$ 39,587.88	\$ 41,365.16	\$ 43,142.44	\$ 44,919.72	\$ 437,750.68

NOTE: No overtime shall be paid for the work covered by this Schedule. Prior written authorization from the Executive Director of CPS Nutrition Support Services or her designee shall be necessary in order for the monthly billable hours stated above to be exceeded.

Date of Original Contract August 2, 2013
Year of Renewal (Circle) 1 <input checked="" type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 <input type="radio"/>

**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 August 1, 2014, and ending July 31, 2015. 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

	2013-2014 Rate	2014-2015 Rate**	Percentage Increase***
1. Reimbursable Breakfasts	1. 1.1000	1. 1.1165	1. 1.50%
2. Reimbursable Breakfasts—Meal Rate Fee	2. _____	2. _____	2. XXXXXXXX
3. Reimbursable Lunches*	3. 1.3301	3. 1.3500	3. 1.50%
4. Reimbursable Lunches—Meal Rate Fee	4. _____	4. _____	4. XXXXXXXX
5. Management Fee per School Meal (Breakfasts and Lunches)	5. 0.0060	5. 0.0060	5. 0.00%
6. A la Carte Equivalent Fee*	6. 1.5232	6. 1.5460	6. 1.50%
7. A la Carte Management Fee	7. 0.0060	7. 0.0060	7. 0.00%
8. After-School Snacks	8. 0.6000	8. 0.6090	8. 1.50%
9. Special Milk	9. _____	9. _____	9. 0.00%
10. Other (specify)	10. _____	10. _____	10. 0.00%

*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.

Aramark Educational Services LLC

Food Service Management Company

1101 Market Street

Street Address

Philadelphia

PA

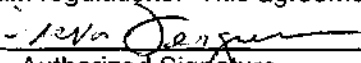
19107

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

Regional Vice President

Title

7/11/14

Date


Acceptance of Contract Renewal Agreement

Leslie Fowler

15-016-2990-25

School Food Authority

Agreement Number


Authorized Signature


Executive Director - Nutrition Support Services

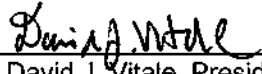
Title

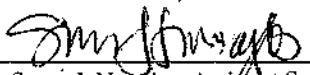
7/11/14

Date


Continued Acceptance of Contract Renewal Agreement between Aramark Educational Services, LLC and the Board of Education of City of Chicago

BOARD OF EDUCATION
OF THE CITY OF CHICAGO 

By: 
David J. Vitale, President

Attest:  7/31/14
Susan J. Narrajos, Assistant Secretary

Approved as to Legal Form: 


James Bebley, General Counsel

Board Report No. 14-0625-PR34-1

Contract Renewal Agreement Certification Form 2014–2015

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) 15-016-2990-25

School Food Authority Leslie Fowler, Executive Director - Nutrition Support Services, Chicagoo Public Schools

Contractor Name Aramark Educational Services, LLC

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 2014–2015*, 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):

- CPI—Food Away From Home (Dec) 2.1%
- CPI—All (Dec) 1.5%
- CPI—Food (Dec) 1.1%
- Other (specify) _____

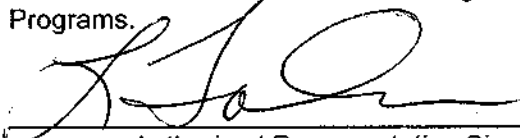
E. Certification Statement

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.



Authorized Representative Signature

Executive Director

Title

7/11/14

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549 and 12682, 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.

ARAMARK Educational Services, LLC

Organization Name

Chicago Public Schools

FR Award Number or Project Name

Trevor Ferguson

Name of Authorized Representative

Vice President

Title

Original Signature of Authorized Representative

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 12682. 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://epis.znet.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 of 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 1362, 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.

ARAMARK Educational Services, LLC
Organization Name

Trevor Ferguson

Name of Authorized Representative


Original Signature of Authorized Representative

Chicago Public Schools

PR/Award Number or Project Name

Vice President

Title

7/14/14

Date

ILLINOIS STATE BOARD OF EDUCATION
 100 North First Street
 Springfield, IL 62777-0001
 NOT APPLICABLE
DISCLOSURE OF LOBBYING ACTIVITIES

Directions: Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1362. (See reverse for public burden disclaimer.)

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 Subwardee, Tier _____, if known _____ Congressional District, if known _____

5. IF REPORTING ENTITY IN NO. 4 IS SUBWARDEE, 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)

10b. INDIVIDUALS PERFORMING SERVICES
 (including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-57A, 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 service 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 85-57A ATTACHED

16. Information requested through this form is authorized by title 31 U.S.C. Section 1362. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the law above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1362. 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
 Trevor Ferguson

TITLE
 Vice President

TELEPHONE NUMBER
 312-622-1242

DATE
 7/11/14