



# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

## Human Services

### Final Summary

**Tuesday, June 18, 2024**

**9:30 AM**

**Room 3500A**

**1. CALL TO ORDER**

9:30 AM meeting was called to order by Chair Greg Schwarze at 9:35 AM.

**2. ROLL CALL**

Other Board members present: Member Sheila Rutledge, Member Yeena Yoo, Member Cindy Cronin Cahill

Staff in Attendance: Nick Kottmeyer (Chief Administrative Office), Conor McCarthy (State's Attorney Office), Jeff Martynowicz (Chief Financial Officer), Tim Harbaugh (Deputy Director of Facilities), MaryCatherine Wells, Keith Jorstad, Katrina Holman, and intern Braeden Smith (Finance), Valerie Calvente and Donna Weidman (Procurement), Gina Strafford-Ahmed, Natasha Belli, and Julie Hamlin (Community Services), and Janelle Chadwick (Administrator of the DuPage Care Center).

<b>PRESENT</b>	Childress, DeSart, Galassi, LaPlante, and Schwarze
<b>LATE</b>	Garcia

**MOTION TO ALLOW REMOTE PARTICIPATION**

Member DeSart so moved, seconded by Member LaPlante to allow Member Galassi to participate remotely.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Lynn LaPlante
<b>AYES:</b>	Childress, DeSart, LaPlante, and Schwarze
<b>LATE:</b>	Garcia

**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

Chair Schwarze thanked Community Services and Adult Protective Services for their participation in the Senior Fair on Friday, June 14. There was a great turnout and all the Community Services staff that were there were great.

5. APPROVAL OF MINUTES

5.A. [24-1817](#)

Human Services Committee - Regular Meeting - Tuesday, June 4, 2024

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Michael Childress

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0101-24](#)

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program HHS Grant PY25 Inter-Governmental Agreement No. 24-221028, Company 5000, Accounting Unit 1430, \$967,886. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Michael Childress

6.B. [FI-R-0102-24](#)

Acceptance and appropriation of the Low-Income Home Energy Assistance Program (LIHEAP) State Grant PY25, Company 5000, Accounting Unit 1495, \$3,681,051. (Community Services)

Member Garcia arrived from her previous meeting at 9:39 AM.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Michael Childress

6.C. [FI-R-0103-24](#)

Acceptance of an extension of time and modification of funding allocation for the Illinois Department of Commerce and Economic Opportunity (ILDCEO) Low-Income Home Energy Assistance Program (LIHEAP) HHS Supplemental Grant PY23 Inter-Governmental Agreement No. 23-274028, Company 5000, Accounting Unit 1420. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Lynn LaPlante

6.D. [FI-R-0104-24](#)

Acceptance of an extension of time for the Illinois Department of Commerce and Economic Opportunity (ILDCEO) Low-Income Home Energy Assistance Program (LIHEAP) HHS Grant PY23 Inter-Governmental Agreement No. 23-224028, Company 5000, Accounting Unit 1420. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Lynn LaPlante

6.E. [HS-R-0015-24](#)

Approval of issuance of payments by DuPage County to energy assistance providers through the Low-Income Home Energy Assistance Program (LIHEAP) State Grant PY25 Inter-Governmental Agreement No. 25-254028 in the amount of \$3,092,083. (Community Services)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

6.F. [HS-P-0022-24](#)

Recommendation for the approval of a contract issued to Benevate, Inc. D/B/A Neighborly Software, for the purchase of a grants management software system, for Community Development, for the period of July 1, 2024 through June 30, 2025, for a contract total of \$45,000, per renewal of RFP # 21-011-CD, third and final renewal. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

7. **COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING**

7.A. [24-1818](#)

Recommendation for Approval of a 2nd Modification, 2nd Time Extension of a Community Development Block Grant Agreement (CDBG) between DuPage County and the Carol Stream Park District, Project Number CD22-04 – Community Park - Extending the Project Completion Date through September 1, 2024.

Member DeSart asked about the need for a second extension on item 7.A. Julie Hamlin responded that this is a large park improvement project in Carol Stream, with Community Services funding \$1M of the \$2M project. There were weather delays for laying asphalt and the construction firm has been working through the final punch list items.

**RESULT:** APPROVED  
**MOVER:** Lynn LaPlante  
**SECONDER:** Paula Garcia

8. **DUPAGE CARE CENTER - JANELLE CHADWICK**

8.A. [HS-P-0023-24](#)

Recommendation for the approval of a contract purchase order issued to The Standard Companies, for trash can liners, for the DuPage Care Center, for the period July 14, 2024 through July 13, 2025, for an amount not to exceed \$75,000, under bid renewal #21-036-FM, second of two one-year optional renewals.

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Dawn DeSart  
**SECONDER:** Paula Garcia

8.B. [HS-P-0024-24](#)

Recommendation for the approval of a contract purchase order to Equipment International Ltd., for aseptic barrier washer extractors, for the DuPage Care Center, for the period June 26, 2024 through November 30, 2024, for an amount not to exceed \$260,090, per bid #24-067-FM. (Partially grant funded - \$200,000 to be reimbursed, per grant SD230048)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Paula Garcia  
**SECONDER:** Lynn LaPlante



8.C. [24-1819](#)

Recommendation for the approval of a contract purchase order to ARxIUM, Inc., for supplies for the FastPak Elite medication dispensing machine, for the DuPage Care Center Pharmacy, for the period August 16, 2024 through August 15, 2025, for a contract total not to exceed \$26,000. Per 55 ILCS 5/5-1022 (c) not suitable for competitive bids - compatible supplies for existing equipment. (DuPage Care Center)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lynn LaPlante
<b>AYES:</b>	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

9. **BUDGET TRANSFERS**

9.A. [24-1820](#)

Transfer of funds from account no. 5000-1675-53824 (housing assistance) for a total amount of \$4,000 to account no. 5000-1675-50000 (regular salaries) in the amount of \$2,439, to account no. 5000-1675-51010 (employer share I.M.R.F.) in the amount of \$523, to account no. 5000-1675-51030 (employer share social security) in the amount of \$401, and to account no. 5000-1675-51040 (employee medical & hospital insurance) in the amount of \$637, to cover additional cost of salaries and wages based on actual hours worked under the Illinois Association of Community Action Agencies (IACAA) grant. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lynn LaPlante

9.B. [24-1821](#)

Transfer of funds from account nos. 5000-1765-53801 (advertising) and 5000-1765-53806 (software & maintenance) in the amount of \$14,921 to account nos. 5000-1765-50000 (regular salaries) in the amount of \$11,723, 5000-1765-51010 (employer share I.M.R.F.) in the amount of \$964, 5000-1765-51030 (employer share social security) in the amount of \$873, and 5000-1765-51040 (employee medical & hospital insurance) in the amount of \$1,361, to cover the partial payroll of an employee and close out the 211 Illinois Program Grant. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lynn LaPlante

9.C. [24-1822](#)

Transfer of funds from account no. 1200-2040-54010 (building improvements) in the amount of \$260,090 to account no. 1200-2040-54110 (equipment and machinery) to allow for purchasing Barrier Washers for the laundry, per Bid #24-067-FM, moving monies into the correct budget line (\$200,000 to be reimbursed per grant). (DuPage Care Center)

**RESULT:** APPROVED  
**MOVER:** Dawn DeSart  
**SECONDER:** Lynn LaPlante

**10. INFORMATIONAL**

10.A. [24-1823](#)

GPN 024-24: DCEO Equipment Replacement Grant, Illinois Department of Commerce & Economic Opportunity (DCEO) - \$200,000. (DuPage Care Center)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Lynn LaPlante  
**SECONDER:** Paula Garcia

**11. RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.

**12. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**

Janelle Chadwick, Administrator of the DuPage Care Center, said that two air handler units were installed in the north unit, one to serve the resident rooms, and one for the common areas. Ms. Chadwick toured the area stating the air handlers are large boxes that transfer the air through the unit to cool and get treated with an anti-microbial light system. This was a huge project and is quite impressive. Ms. Chadwick encouraged the committee to come and see the units and how they operate.

Ms. Chadwick stated that today, Tuesday, is day two of moving day for the residents. Half the residents were moved the previous day and the other half today. The 4N unit is up and running.

Asked about the covid status, Ms. Chadwick replied there are no active covid cases although the Care Center may be in outbreak status due to the counting of days. Masks are optional.

**13. COMMUNITY SERVICES UPDATE - MARY KEATING**

No remarks were offered. Mary Keating, Director of Community Services was not present at the meeting.

**14. OLD BUSINESS**

Chair Schwarze referred to the discussion held at the previous Human Services Committee regarding the round two infrastructure grant requests totaling \$551,000, but only \$500,000 was earmarked for this grant. Finance staff were going to attempt to find additional reductions within the organizations that submitted qualifying applications.

Chair Schwarze added that after careful vetting by the Finance group, it will be difficult to reduce the requests from \$551,000 to meet the \$500,000 threshold for the organizations that did not receive funding in round one. His request to the committee was to approve of taking the \$51,000 out of the food funds, (leaving us with \$550,000), to get the items for those agencies that have not received any infrastructure funding at all, to get this on the next Finance and County Board agendas. After that, we will revisit the remaining \$550,000.

After discussions with Nick Kottmeyer and Jeff Martynowicz, Chair Schwarze stated there may be funds available either from unused ARPA funds and/or contingency funds to fund the entire round two grants at \$1.2M. although the funds will be available, requests will still be required to be approved by the County Board.

Nick Kottmeyer, Chief Administrative Officer, clarified that the \$500,000 or \$551,000 for the first group of requests in round two will come out the food insecurity funds already reserved for this purpose (\$1.2M). Moving on to the second part of group two, agencies that received funding in round one, for total requests of \$652,000, Nick stated the Finance team will be going through all the ARPA requests and recouping any unused money, excluding any funds in the elected officials' budgets, which cannot be reclaimed until the end of the budgeted year. If the County Board agrees, Nick will recommend the money recalled from the County funded departments be used to fund the second part of round two requests, which he projects to be around \$600,000. The thought process is that Human Services is building the infrastructure for food insecurity for the next ten to twenty years by the present funding to the food insecurities. If not enough ARPA money is available, the County will supplement that with contingency funds within the 2024 budget.

Nick stated he has discussed food insecurity with the chair and board members. Food insecurity is here to stay and will be an issue year after year, coming out of covid. Constant need and a constant funding issue is the new norm we are facing. Funding will be revisited and be a recurring process as time goes on.

It was noted that the Finance team was able to get a better vehicle for HCS for less money due to Valerie Calvente's procurement process, which will be continued for all agencies' requests. After discussion within the committee and questions answered, Chair Schwarze requested a show of hands in support of approving the \$551,000 for the first round of requests in round two. The show of hands was unanimous.

Nick Kottmeyer stated that MaryCatherine Wells will be giving an ARPA update at the Finance and/or County Board on July 9, which will give Human Services a clearer vision of what unused ARPA funds may be available for the round two funding requests.

The discussion handout is attached hereto and made part of the minutes packet.

14.A. [24-1875](#)

Food Pantry Infrastructure Investment Program Table

**15. NEW BUSINESS**

No new business was discussed.

**16. ADJOURNMENT**

With no further business, Chair Schwarze requested a motion to adjourn. Member LaPlante so moved, Member Childress seconded, all ayes on a voice vote, the meeting was adjourned at 10:05 AM.



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

---

**File #:** 24-1817

**Agenda Date:** 6/18/2024

**Agenda #:** 5.A.

---



# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

## Human Services

### Final Summary

**Tuesday, June 4, 2024**

**9:30 AM**

**Room 3500A**

**1. CALL TO ORDER**

9:30 AM meeting was called to order by Chair Greg Schwarze at 9:30 AM.

**2. ROLL CALL**

Other Board members present: Member Yeena Yoo, Member Patty Gustin (9:47)

Staff in Attendance: Joan Olson (Chief Communications Officer, Evan Shields (Public Information Officer), Renee Zerante (State's Attorney Office), MaryCatherine Wells, Keith Jorstad, Katrina Holman, Tabassum Haleem, and Intern Braeden Smith (Finance), Henry Kocker and Brian Rovik (Procurement), Victoria Kappas (Family Center), Julie Hamlin (Community Development)

<b>PRESENT</b>	Childress, Galassi, Garcia, LaPlante, and Schwarze
<b>REMOTE</b>	DeSart

**MOTION TO ALLOW REMOTE PARTICIPATION**

Member Garcia so moved, seconded by Member Childress, to allow Member DeSart to participate remotely.

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Michael Childress

**3. PUBLIC COMMENT**

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze thanked Vice-Chair Garcia for running the Human Services meeting on May 21, 2024, while he was in Springfield on business.

Chair Schwarze attended the DuPage Foundation meeting with Vice Chair Garcia and Mary Keating to discuss round three of the DuPage Transformational Grants. They received 41 applications for the long term, in-depth portion of the transformational portion of the grant. At the meeting they reviewed the letters of intent and discussed the \$4M left for food insecurities. Early discussion suggests they may designate \$3M for the long-term transformational grant and \$1M for the immediate grant.

5. APPROVAL OF MINUTES

5.A. [24-1681](#)

Human Services Committee - Regular Meeting - Tuesday, May 21, 2024

**RESULT:** APPROVED  
**MOVER:** Paula Garcia  
**SECONDER:** Kari Galassi

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0094-24](#)

Acceptance and appropriation of the Illinois Department of Healthcare and Family Services Access and Visitation Grant PY25 Intergovernmental Agreement No. 2025-55-024-IGA B, Company 5000 - Accounting Unit 1670, \$102,000. (Community Services)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Paula Garcia  
**SECONDER:** Kari Galassi

6.B. [24-1682](#)

HS-P-0088A-23 Amendment to Resolution HS-P-0088-23, issued to WellSky Corporation for the purchase of additional software and training, for Community Services, for the period of November 1, 2023 through October 31, 2024, to increase the encumbrance in the amount of \$7,330 for a new contract total of \$51,050.48, a 16.77% increase. (6782-0001-SERV)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Paula Garcia  
**SECONDER:** Kari Galassi

**7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING**

**7.A. [HS-R-0013-24](#)**

Recommendation for Approval of a HOME Investment Partnerships Act (HOME) Funds Program Agreement between DuPage County and Addison Horizon Limited Partnership – Addison Horizon Senior Living Community – in the Amount of \$5,250,000 – for construction of a 62-unit affordable rental housing development for seniors (62+).

Julie Hamlin, Administrator of Community Development, stated the H.O.M.E agreement had a few changes. There was a repayment start date for the home loan which was added and will be July 1st, 2027. There was also language requested to be added allowing the developer’s limited partners to cure any default under the mortgage. They also added two months to the project timeline as far as construction completion and full expenditure of their home funds just in case the closing gets pushed back a little bit. Finally, they received an updated title commitment from the title company adding Parcel Four (4) in the legal description which provides for a sidewalk easement.

Chair Schwarze added that nothing affects the total project amount and Community Development supported the changes.

**RESULT:** APPROVED AT COMMITTEE  
**MOVER:** Paula Garcia  
**SECONDER:** Kari Galassi

**7.B. [HS-R-0014-24](#)**

Recommendation for Approval of a Scrivener’s error on the Agreement between DuPage County and DuPage Pads Inc, on Page One, Paragraph One, under Resolution # HS-R-0040-23.

**RESULT:** APPROVED AT COMMITTEE  
**MOVER:** Paula Garcia  
**SECONDER:** Michael Childress



**8. DUPAGE CARE CENTER - JANELLE CHADWICK**

8.A. [HS-P-0021-24](#)

Recommendation for the approval of a contract purchase order issued to Professional Medical & Surgical Supply, Inc., to furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2024 through July 29, 2025, for a total contract not to exceed \$58,000; under bid renewal #22-040-DCC, second of three one-year renewals.

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Paula Garcia  
**SECONDER:** Kari Galassi

**9. BUDGET TRANSFERS**

9.A. [24-1683](#)

Transfer of funds from account no. 1400-5920-50040 (part-time help) to account no.1400-5920 50010 (overtime), in the amount of \$2,000 to cover the cost of overtime due to an unanticipated lengthy vacancy and to transfer funds from account no. 1400-5920-53828 (contingencies) to 1400-5920-51040 (employee medical & hospital insurance) in the amount of \$750, to cover expenses in the unbudgeted line, for the Family Center. (Community Services)

**RESULT:** APPROVED  
**MOVER:** Paula Garcia  
**SECONDER:** Kari Galassi

**10. RESIDENCY WAIVERS - JANELLE CHADWICK**

One out of county residency waiver was submitted for approval. Anita Rajagopal, Assistant Administrator of the DuPage Care Center, stated there are currently six male and seven female beds available. Four beds have been offered to DuPage County residents, so no residents of the county will be displaced by accepting this applicant.

**RESULT:** APPROVED  
**MOVER:** Lynn LaPlante  
**SECONDER:** Kari Galassi

**11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**

Anita Rajagopal, Assistant Administrator of the DuPage Care Center gave a covid update. There are no residents on the covid unit. The Care Center is expecting to be out of outbreak status sometime today, June 4, contingent upon an update from the nursing station.

The Care Center received the official letter from the Illinois Department of Public Health (IDPH), approving occupancy for the 4N unit. The resident moves are scheduled for June 11 and June 12. The Care Center is in 'active preparation' for this move. There are 56 beds in 4N, with close to 56 residents moving. The next step is to move residents from 3C to 2N so construction can begin on 3N and 3C.

They have been offering tours for residents and families to become familiar with the new area.

**12. COMMUNITY SERVICES UPDATE - MARY KEATING**

No report was offered.

**13. OLD BUSINESS**

Chair Schwarze referred to the updated round two infrastructure requests based on those organizations who did not receive a round one grant. At the last meeting, the committee discussed the requests totalling \$557,185, \$57,185 over the allocated funds. Finance went through the numbers and contacted the agencies and was able to reduce the ask amount to \$551,479.

Chair Schwarze stated that as a committee, they need to determine how to handle the \$51,479 overages to the \$500,000 allocated for this grant round. Nineteen applications were approved, five of them by York Township, who's total for the five requests came to \$95,000.

The agencies, purpose of funding, and amounts requested were distributed in a handout, which is attached hereto and made part of the minutes packet.

MaryCatherine Wells, the Deputy Chief Financial Officer, confirmed that the numbers had all been reviewed and the requests were solid and equally eligible.

The committee discussed the options, noting the requests for vehicle amounts varied considerably.

Member Galassi mentioned a previous conversation stating the county would assist in a best practice to obtain the vehicles, possibly getting a volume discount. Chair Schwarze commented that the gist of the conversation was that staff would suggest ways to work together to save funds.

MaryCatherine stated with round one, the procurement team did some sourcing of the vehicles requested and compared pricing. She said the items on the agencies' list are in line with current pricing. MaryCatherine replied that there were no stipulations put on agencies regarding the size or features on vehicles. Some items requested have different features. She added there may be potential for some savings, maybe \$10,000 at most.

Finance could provide details on the vehicles if members desired. Member LaPlante asked for the details. Member Galassi asked about getting more validation from agencies regarding van

pricing.

Member DeSart mentioned giving all agencies funding, less about 9.24% to bring the ask down to \$500,000. That may mean some agencies would not be able to purchase the needed item requested and then they may be ineligible for any of this funding. Chair Schwarze noted it is not the committee’s responsibility to tell agencies what they should have based on what we think they need.

Members Galassi, LaPlante, and Garcia all expressed a recommendation that we keep the allocation at \$500,000. Chair Schwarze was not against raising the allocation to meet the agencies’ requests.

After back-and-forth discussion, Chair Schwarze asked the Finance team to revisit the agencies one more time and see if they can reduce their requests any further. A determination will be made at the next Human Services committee meeting on June 18.

24-1757

ARPA Infrastructure Investment Grant Program Round 2 List of Applicants not Funded in Round 1

**14. NEW BUSINESS**

No new business was discussed.

**15. ADJOURNMENT**

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Michael Childress



## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

---

**File #:** FI-R-0101-24

**Agenda Date:** 6/18/2024

**Agenda #:** 10.D.

---

ACCEPTANCE AND APPROPRIATION OF  
THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS  
GRANT PY25 INTER-GOVERNMENTAL AGREEMENT NO. 24-221028  
COMPANY 5000 - ACCOUNTING UNIT 1430  
\$967,886

(Under the administrative direction of  
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$967,886 (NINE HUNDRED SIXTY-SEVEN THOUSAND, EIGHT HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 24-221028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2024 through September 30, 2025; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 24-221028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$967,886 (NINE HUNDRED SIXTY-SEVEN THOUSAND, EIGHT HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program HHS Grant PY25, Company 5000 - Accounting Unit 1430, for period June 1, 2024 through September 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 25<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE  
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 24-221028  
COMPANY 5000 – ACCOUNTING UNIT 1430  
\$967,886

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 967,886

TOTAL ANTICIPATED REVENUE \$ 967,886

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 242,400  
51010-0000 - Employer Share I.M.R.F. 19,925  
51030-0000 - Employer Share Social Security 18,544  
51040-0000 - Employee Med & Hosp Insurance 32,416

TOTAL PERSONNEL \$ 313,285

COMMODITIES

52200-0000 - Operating Supplies & Materials \$ 238

TOTAL COMMODITIES \$ 238

CONTRACTUAL

53090-0000 - Other Professional Services \$ 645,835  
53100-0000 - Auto Liability Insurance 2,375  
53260-0000 - Wireless Communication Svc 1,940  
53380-0000 - Repair & Mtce Auto Equipment 1,940  
53500-0000 - Mileage Expense 319  
53510-0000 - Travel Expense 1,149  
53800-0001 - Copier Usage 237

TOTAL CONTRACTUAL \$ 653,795

CAPITAL

54100-0700 - IT Equipment - Capital Lease \$ 568

TOTAL CAPITAL \$ 568

TOTAL ADDITIONAL APPROPRIATION \$ 967,886



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
DuPage County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Mary A Keating

Printed Title: Executive Director

Date: \_\_\_\_\_

Email: Mary.Keating@dupageco.org

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantor Approver

Printed Title: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Third Grantor Approver



**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. “Program” is used interchangeably with “Project.”

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“State Grantee Compliance Enforcement System” means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. “State-issued Award” does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of “contract” under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

## **ARTICLE II AWARD INFORMATION**

2.1. Term. This Agreement is effective on **06/01/2024** and expires on **09/30/2025** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$967,886.00**, of which **\$967,886.00** are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee’s receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee’s submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor’s approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **G-2402ILLIEA**, the federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2023**. If applicable, the Assistance Listing Program Title is **Low-Income Home Energy Assistance** and Assistance Listing Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low-Income Persons. If applicable, the State Award Identification Number (SAIN) is 87-50753.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **W7KRN7E54898** is Grantee’s correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006551** is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |                                     |                                       |                          |  |
|-------------------------------------|---------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | Individual                            | <input type="checkbox"/> | Pharmacy-Non Corporate   |
| <input type="checkbox"/>            | Sole Proprietorship                   | <input type="checkbox"/> | Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/>            | Partnership                           | <input type="checkbox"/> | Tax Exempt   |
| <input type="checkbox"/>            | Corporation (includes Not For Profit) | <input type="checkbox"/> | Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/>            | Medical Corporation                   | <input type="checkbox"/> | P = partnership  |
| <input checked="" type="checkbox"/> | Governmental Unit                     | <input type="checkbox"/> | C = corporation  |
| <input type="checkbox"/>            | Estate or Trust                       |                          |  |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds

awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI  
BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.



(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

#### 13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

#### ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

#### ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

#### ARTICLE XVII CONFLICT OF INTEREST



17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

## ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

#### **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

#### **ARTICLE XX INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

#### **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**EXHIBIT A**

**PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to statutes cited in Program Objective below..

The purpose of this authority is as follows:

To provide grants for weatherization services under a comprehensive low income energy assistance program.

**PROJECT DESCRIPTION:**

Through the Illinois Home Weatherization Assistance Program (“IHWAP”), Grantor will assist low-income residents conserve fuel and defray rising costs of energy. Grantee will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

Funds will be allocated to the Grantee to administer the IHWAP on a local level, completing weatherization of homes and providing IHWAP-related services for low-income families in Illinois. Grantee must comply with all IHWAP requirements, policies and procedures as set forth by Grantor and the U.S. Department of Health and Human Services (“HHS”) including, but not limited to, IHWAP program manuals, procedure and technical assistance memoranda, other written directives such as monitoring field visit letters, and any other related guidance.

**Program Objective**

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the Grant Funds to the Grantee in accordance with the Budget and the Energy Assistance Act (305 ILCS 20/1 *et seq.*), the Illinois Administrative Rules (47 Ill Admin. Code Part 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 *et seq.*), the corresponding Weatherization requirements included in the LIHEAP State Plan approved by HHS and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor.

This Agreement is issued contingent upon the Grantee’s successful completion of the 2025 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2025 IHWAP grant agreement may result in termination of this Agreement.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Grantee will complete the following tasks, including but not limited to:

1. Conducting outreach to recruit eligible clients;
2. Reviewing and completing applications;
3. Performing home assessments;
4. Hiring contractors to perform health and safety & energy conservation measures;
5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and
6. Completing all billing/reporting paperwork.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards  
Title: Director  
Address: 607 E. Adams St.  
Springfield, IL 62701

GRANTEE CONTACT

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Megan Maletich  
Title: Grant Manager  
Address: 607 E. Adams St.  
Springfield, IL 62701  
Phone: 217-970-0910  
TTY#: (800) 785-6055  
Email: megan.e.maletich@illinois.gov  
Address:

GRANTEE CONTACT

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978  
Phone: 630-407-6457  
TTY#: N/A  
Email: Mary.Keating@dupageco.org  
Address:

**GRANTEE DESIGNEES**

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: James Kanter  
Email: james.f.kanter@illinois.gov  
Phone: 000-000-0000  
Fax#: N/A

Address: 607 E. Adams St.  
Springfield, IL 62701



**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

Grantee's performance for this Award will be measured based on the requirements that Grantor will review periodically during the Award Term, including, but not limited to the following:

- Production Status versus Production Plan: How many projects are completed compared to the Grantee's production plan? (WeatherWorks Tracker)
- Completed Units
- Work Order Printed Units
- Approved Status Units
- Percentage of Grant Funds expended

The Grantor reserves the right to deny any voucher request(s), at its discretion, based on lack of progress toward meeting the performance measures listed in Exhibit D. If the Grantee fails to meet any of the performance measures, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased, and/or the Grantee may be responsible for the return of Grant Funds in the amount specified by the Grantor. The Grantor may initiate an Agreement modification(s) to de-obligate Grant Funds based on non-performance.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

No Specific Conditions.

**PART TWO – GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII  
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXIV  
ADDITIONAL AUDIT PROVISIONS**

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

**ARTICLE XXV  
ADDITIONAL MONITORING PROVISIONS**

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXVI  
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII  
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
  - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
  - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

#### ARTICLE XXIX

#### ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

### **ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS**

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.6. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be



manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

#### **ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

#### **ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**PART THREE – PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

**ARTICLE XXXVI  
REPORT DELIVERABLE SCHEDULE**

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

**January 2025**

- Annual Annual Financial Report (01/30/2025) - Covering Period of 06/01/2024 - 12/31/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2025) - Covering Period of 06/01/2024 - 12/31/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

**October 2025**

- Annual Annual Financial Report (10/30/2025) - Covering Period of 01/01/2025 - 09/30/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (10/30/2025) - Covering Period of 01/01/2025 - 09/30/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

**November 2025**

- End of grant Closeout Financial Report and Reconciliation (11/14/2025) - Covering Period of 06/01/2024 - 09/30/2025; Send To: Grant Manager
  - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (11/14/2025) - Covering Period of 06/01/2024 - 09/30/2025; Send To: Grant Manager
  - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the

Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII  
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2024 Illinois Home Weatherization Assistance Program ("IHWAP"). Failure of the Grantee to comply with the terms and conditions of the 2024 IHWAP Grant Agreement may result in termination of this Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the "Uniform Requirements"). For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor's IHWAP Operations Manual, the U.S. Department of Energy ("DOE") Weatherization Assistance Program for Low-Income Persons Statute (42 U.S.C. § 6861 *et seq.*), the DOE Weatherization Assistance for Low-Income Persons federal regulations (10 CFR Part 440), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), Urban Weatherization Initiative Act (30 ILCS 738), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures.

37.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds, respectively.

(a) Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

(b) Grantee shall receive reimbursement for Allowable Costs under the Program Support cost category at a ratio of 35% of the Allowable Costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a weatherization crew, Grantee shall receive reimbursement for Allowable Costs as set forth, herein at an increased ratio of 45%.

37.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 13.1, 14.1 and 40.3, herein, as applicable, Grantee must provide the following reports to Grantor:

- (a) A certified cost report submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds;
- (b) Programmatic reports as required by Grantor; and
- (c) Any additional reports requested from Grantee by the Grantor.

37.5. Method of Compensation.

(a) In addition to the payment methods described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

(b) Costs allocated to this Award must conform to the cost principles at 2 CFR 200. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6. Additional Audit Requirements. In addition to the audit requirements in Article XV, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. Grantee also is required to provide reasonable access to its facilities, office space, resources and assistance for Grantor to conduct site visits to review project accomplishments and management control systems and to provide technical assistance, if required. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including but not limited to, federally owned and exempt property, equipment, and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$5,000** or more without Grantor's prior written approval.

(b) In addition to Article XXII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–75.316, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 – 75.314, Non-Expendable Personal Property includes such property acquired under this Agreement and such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 2 CFR 200.313 and paragraph 22.4, herein. Grantee must not sell, abandon, or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.313–200.314, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes

of IHWAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.

(e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

37.8 Procurement. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 and in the Grantor's Office of Community Assistance Procurement Manual ("OCA Procurement Manual"). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis. See 2 CFR 200.332; OCA Procurement Manual at 23-24.

37.9 Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 2 CFR 200.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the federal awarding agency or Grantor when they are specifically related to a federal award.

(b) Grantee must retain receipts on file as source documentation in accordance with Article VII, herein for travel expenses of its employees. Information on the federal domestic travel and per diem rates can be found at [www.gsa.gov](http://www.gsa.gov) and 41 CFR Subtitle F, Chapters 300-304. Grantee's policy cannot exceed the federal travel and per diem rates. However, if Grantee is required to exceed the federal travel rate due to circumstances beyond Grantee's control for the purpose of travel related to this Agreement, Grantee must seek an exception in writing from Grantor to exceed the federal rate.

37.10 Publication, Reproduction and Use of Material. In addition to Article XXIII, herein no material produced in whole or in part under this Award shall be subject to copyright in the United States or in any other country. Grantor shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

37.11 Debarment. In addition to Grantee's certification in paragraph 8.1(k) and the representations and warranties in paragraph 32.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 8.1(k) and 32.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12 Bond and Depository Insurance Requirements.

(a) Pursuant to 2 CFR 200.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of

**\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

37.13. Real Property Expenditures Prohibited. Grantee expressly understands and agrees not to use Grant Funds provided under this Agreement for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related repairs as authorized by Grantor) of any building, facility, or other real property.

37.14. Additional Budget Modification Provisions.

(a) Grantee expressly understands and agrees that the total amount of Grant Funds available under this Award is contingent upon the Grantee's ability to spend the Grant Funds in accordance with the Budget, as submitted by Grantee and approved by Grantor, and incorporated herein as an attachment (the "Budget").

(b) Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee's Budget will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308, subject to the following:

- **Program Support Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget under this Award; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may decrease the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits (Materials/Labor and Health and Safety):** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor and Health and Safety sub-line items in the Client Benefits cost category. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.
- **Administrative Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Direct Administration cost category of the Budget under this Award. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or an increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget under this Award.



Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed herein are measurably changed.

37.15. Fraud, Waste, Abuse or Misconduct.

(a) Grantee Reporting. Grantee shall report to the Grantor's program staff or the Grantor's Ethics Officer any suspected fraud, waste, abuse, or misconduct associated with any IHWP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including, but not limited to, Grantee staff, Grantee subrecipients, Grantee subcontractors, Grantor employees or Grantor subrecipients. Grantee shall make this report as soon as practical after first suspecting fraud, waste, abuse, or misconduct. In addition to reporting suspected fraud, waste, abuse or misconduct to the Grantor, Grantee may report the suspected behavior to any other relevant governmental entity, including, but not limited to, the Office of the Executive Inspector General for the Agencies of the Illinois Governor and the Illinois Attorney General. Grantee shall cooperate with all investigations of suspected fraud, waste, abuse, or misconduct reported pursuant to this paragraph. Grantee also shall require its subrecipients affiliated with this Agreement to follow the requirements to report suspected fraud, waste, abuse, or misconduct as set forth in this paragraph. Nothing in this paragraph precludes the Grantee or its subrecipients from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

(b) Definitions.

(i) "Fraud" is generally defined as knowingly obtaining or attempting to obtain a benefit from or control over property of another person or entity by means of deception intended to benefit the deceiver or create a loss or potential liability to the other party.

(ii) "Abuse" is any activity that may not necessarily be fraudulent but is a misuse of resources through means which are inappropriate, outside acceptable standards of conduct or programmatically or economically unnecessary.

(iii) "Waste" is conduct that is not necessarily intentionally inappropriate but is reckless and generally not in conformity with sound business practices, which may include, but is not limited to, acts that deprive citizens and program participants reasonable value in connection with any government-funded activity due to an inappropriate act or omission by persons with control over government resources.

(c) Grantee Training. Grantee shall adhere to all required training and policies of Grantor's Office of Community Assistance regarding fraud, waste, abuse, and misconduct, including, but not limited to, ensuring that all of Grantee's employees and volunteers, and the employees and volunteers of Grantee's subrecipients, participate in annual training and certify participation in such annual training.

(d) Grantor Remedies. Grantor reserves the right to suspend Grantee's use of funds, terminate this Agreement, require the use of different Grantee staff, or take any other action permitted by law if the Grantor receives evidence of fraud, waste, abuse or misconduct by the Grantee, Grantee's staff or Grantee's subrecipients or subcontractors or their staff related to this Award or any other State or federal award.

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty-five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may

request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget

**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	24-221028
CSFA Number:			
CSFA Description:			

<b>Section A: State of Illinois Funds</b>	<u>Summary</u>	<u>Detail</u>
<b><u>Revenues</u></b>		
State of Illinois Grant Amount Requested	\$967,886.00	
<b><u>Budget Expenditure Categories</u></b>		
1. Personnel (200.430)	\$215,735.00	
0101 PERSONNEL SALARIES AND WAGES		\$171,769.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$43,966.00
2. Fringe Benefits (200.431)	\$61,083.00	
0102 FRINGE BENEFITS		\$47,896.00
0302 ADMIN-FRINGE BENEFITS		\$13,187.00
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)	\$238.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$122.00
0305 ADMIN-SUPPLIES		\$116.00
6. Contractual/Subawards (200.318 and .92)	\$804.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$804.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$1,940.00	
0111 TELECOMMUNICATIONS		\$1,940.00
12. Training and Education (200.472)	\$37,936.00	
0402 TRAINING & TECH ASSIST		\$37,936.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$4,315.00	
0114 MISCELLANEOUS		\$4,315.00
15. Grant Exclusive Line Item(s)	\$645,835.00	
0201 MATERIAL AND LABOR		\$548,960.00
0202 HEALTH AND SAFETY		\$96,875.00
16. Total Direct Costs (add lines 1-15)	\$967,886.00	\$967,886.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text"/> %		
Base: <input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$967,886.00	\$967,886.00

Grantee:

NOFO Number:

Grant Number:

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

**Select ONLY One:**

- 1)  Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a)  Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b)  Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3)  Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4)  For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
  - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
  - complies with other statutory policies.
- 5)  No reimbursement of Indirect Cost is being requested.

Rate:  %

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered By NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).**

Institution/Organization: \_\_\_\_\_

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

<b>DCEO Approval</b>	<b>STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE</b>	<b>AGENCY: Commerce &amp; Economic Opportunity</b>
<b>Organization Name: DuPage County</b>	<b>CSFA Description: Weatherization Assistance for Low Income Persons -- IIIS</b>	
<b>CSFA #: 420-70-0087</b>	<b>DUNS #: W7KRN7E54898</b>	<b>Fiscal Year: 2025</b>
<b>Grant Number: 24-221028</b>		

<u>Final Budget Amount Approved</u>	<u>Program Approval Signature</u>	<u>Date</u>	<u>Fiscal &amp; Administrative Approval</u>	<u>Date</u>
\$967,886.00	Signature on File	05/07/2024	Signature	
			Signature on File	

<u>Budget Revision Approved</u>	<u>Program Approval Signature</u>	<u>Date</u>	<u>Fiscal &amp; Administrative Approval</u>	<u>Date</u>
			Signature	

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

---

**File #:** FI-R-0102-24

**Agenda Date:** 6/18/2024

**Agenda #:** 10.E.

---

ACCEPTANCE AND APPROPRIATION OF THE  
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 25-254028  
COMPANY 5000 - ACCOUNTING UNIT 1495  
\$3,681,051.00

(Under the administrative direction of  
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$3,681,051 (THREE MILLION, SIX HUNDRED EIGHTY-ONE THOUSAND, FIFTY-ONE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 25-254028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2024, through August 31, 2025; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 25-254028 (ATTACHMENT II) between DuPage County and the Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$3,681,051 (THREE MILLION, SIX HUNDRED EIGHTY-ONE THOUSAND, FIFTY-ONE AND NO/100 DOLLARS) be made to establish the Low-Income Home Energy Assistance Program State Grant PY25, Company 5000 - Accounting Unit 1495, for the period June 1, 2024, through August 31, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and



BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 25<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH  
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 25-254028  
COMPANY 5000 – ACCOUNTING UNIT 1495  
\$3,681,051

REVENUE

41400-0006 - State Operating Grant - ILDCEO \$ 3,681,051

TOTAL ANTICIPATED REVENUE \$ 3,681,051

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 428,551  
50010-0000 - Overtime 13,254  
51010-0000 - Employer Share I.M.R.F. 36,409  
51030-0000 - Employer Share Social Security 33,776  
51040-0000 - Employee Med & Hosp Insurance 46,720

TOTAL PERSONNEL \$ 558,710

COMMODITIES

52200-0000 - Operating Supplies & Materials \$ 164  
52220-0000 - Wearing Apparel 221

TOTAL COMMODITIES \$ 385

CONTRACTUAL

53090-0000 - Other Professional Services \$ 11,600  
53260-0000 - Wireless Communication Svc 696  
53500-0000 - Mileage Expense 519  
53510-0000 - Travel Expense 3,694  
53600-0000 - Dues & Memberships 2,203  
53610-0000 - Instruction & Schooling 1,578  
53800-0001 - Copier Usage 577  
53804-0000 - Postage & Postal Charges 575  
53806-0000 - Software & Maintenance 7,752  
53808-0000 - Statutory & Fiscal Charges 70  
53821-0000 - Energy Grants 3,092,083  
53830-0000 - Other Contractual Expenses 290

TOTAL CONTRACTUAL		\$ 3,121,637
CAPITAL		
54100-0700 - IT Equipment - Capital Lease	\$ <u>319</u>	
TOTAL CAPITAL		\$ <u>319</u>
TOTAL ADDITIONAL APPROPRIATION		\$ <u><u>3,681,051</u></u>



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
DuPage County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Mary A Keating

Printed Title: Executive Director

Date: \_\_\_\_\_

Email: Mary.Keating@dupageco.org

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Designee

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Second Grantor Approver

Printed Title: \_\_\_\_\_

Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Third Grantor Approver

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

## **ARTICLE II AWARD INFORMATION**

2.1. **Term.** This Agreement is effective on **06/01/2024** and expires on **08/31/2025** (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds must not exceed **\$3,681,051.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee’s receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee’s submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor’s approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0090 and the CSFA Name is Low-Income Home Energy Assistance. If applicable, the State Award Identification Number (SAIN) is 90-51033.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **W7KRN7E54898** is Grantee’s correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006551** is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds



awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI  
BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.



10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

#### 13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

#### ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

### ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

#### **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421 (e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

#### **ARTICLE XX INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

#### **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).



22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit D within the term of this Agreement, as provided in Paragraph 2.1, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to statutes cited in the Program Objective below.

The purpose of this authority is as follows:

To provide grants for client services under a comprehensive low income energy assistance program which incorporates assistance in regards to utility services(LIHEAP), and energy conservation measures via weatherization, in an effort to ensure citizens have access to affordable energy services

**PROJECT DESCRIPTION:**

Through the Low Income Home Energy Assistance Program (“LIHEAP”), Grantee shall assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements.

Grant Funds will be allocated to Local Administering Agencies (individually, each a “Grantee”) to administer the LIHEAP on a local level, assisting low income residents in Illinois with energy and heating bills and providing other LIHEAP-related services. Grantee must comply with all LIHEAP regulations, requirements, policies and procedures set forth by federal and state laws and by Grantor including, but not limited to, the Grantor Office of Community Assistance (“OCA”) program manual(s), technical assistance memoranda, written directives, training, and any other guidance or instructions in connection with the LIHEAP.

Program Objective

Grantee must use Grant Funds provided under this Agreement for the LIHEAP to develop and implement a program to assist low income, Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by the Grantor to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Subpart H of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981, the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Illinois Administrative Rules (47 Ill. Admin. Code Part 100), and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor. The Grantee further agrees that this Agreement is subject to such modifications which the Grantor determines may be required by federal or state laws, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to, paragraphs 5.2 and 6.2.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Grantee shall perform the following tasks, including but not limited to:

- Grantee shall make payments under this Award with respect to households with income, which does not exceed a level determined and communicated by Grantor.
- Grantee shall place top priority on outreach efforts to the elderly and disabled populations, but must not discriminate against any other population groups. Grantee must conduct outreach activities designed to ensure that eligible households are made aware of the assistance available under this Award, and any similar energy-related assistance available under the federal and state statutes and rules referenced in Exhibit A, herein, including Subpart H of the Department of Health and Human Services Energy Assistance Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981 (the “Act”), the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (see also 42 USC § 8621 et seq., Chapter 94, Subchapter II)), the Energy Assistance Act (305 ILCS 20/1 et seq.), and the Illinois Administrative Rules (47 Ill. Admin. Code Part 100).
- Grantee shall coordinate activities under this Award with similar and related programs administered by the federal government and the State of Illinois, particularly low income energy-related programs relating to Community Services Block Grant Program, the Supplemental Security Income Program under Part A of Title IV of the Social Security Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 (42 USC § 2701 (see also 42 USC § 8621 et seq., Chapter 94, Subchapter II)) before the date of the enactment of the Act.
- Grantee shall provide, in a manner consistent with the efficient and timely payment of benefits, the highest level of assistance to those households which have the lowest incomes and the highest energy costs in relation to income, also taking into account the number of members in the household.
- Grantee shall establish procedures to notify each participating household of the amount of assistance paid on its behalf. Grantee shall assure that no payment is made to a home energy supplier unless the Grantee or the Grantor has a separate written agreement outlining the terms for the supplier’s acceptance of such payment.
- Grantee shall provide assurances that owners and renters will be treated equitably under the LIHEAP.
- Grantee shall permit and cooperate with federal investigations undertaken in accordance with Section 8627 of the Low Income Home Energy Assistance Act of 1981 (42 USC § 8627).
- Grantee shall provide beneficiary applicant an opportunity to participate in a fair hearing and appeal process if the individual’s claims for assistance under the LIHEAP State Plan is denied or not acted upon with reasonable promptness (47 Ill. Admin. Code 100.90).
- Grantee shall provide to Grantor an implementation plan, which shall include a detailed description of Grantee’s intake/outreach processing and approval systems. If an appointment system is used, then it too should be described in detail in the implementation plan. Grantee shall maintain its detailed description of the intake/outreach processing and approval systems on file for the Grantor’s review.
- Grantee shall respond in writing to all written technical assistance recommendations by the Grantor. The Grantee must submit all required reports to the Grantor, in the prescribed manner, by the required date of submission. A list of all required reports is outlined in the Grantor OCA program manual(s).

- Grantee shall perform any and all other tasks, as requested by Grantor and in furtherance of the LIHEAP requirements.

EXHIBIT C

CONTACT INFORMATION

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Kristin A. Richards  
Title: Director  
Address: 607 E. Adams St.  
Springfield, IL 62701

**GRANTEE CONTACT**

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Amy Devos  
Title: Grant Manager  
Address: 607 E. Adams St.  
Springfield, IL 62701  
Phone: 217-558-1656  
TTY#: (800) 785-6055  
Email: Amy.Devos@Illinois.gov  
Address:

**GRANTEE CONTACT**

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978  
Phone: 630-407-6457  
TTY#: N/A  
Email: Mary.Keating@dupageco.org  
Address:

**GRANTEE DESIGNEES**

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: James Kanter  
Email: james.f.kanter@illinois.gov  
Phone: 000-000-0000  
Fax#: N/A

Address: 607 E. Adams St.  
Springfield, IL 62701

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

Grantee's performance for this Award will be measured based on the LIHEAP and/or PIPP requirements, as applicable, that Grantor will review periodically during the Award Term, including, but not limited to the following:

1. Application Status Report (LH004):
  - Are GFE/CPR applications being processed (approved or denied) timely?
  - Are the applications in LAA Approved/Verified status that indicate the electronic communications stalled and the LAA needs to intervene?
  - Are there any LOF (Lack of Funds) applications the LAA should research and resolve?
  - Are there applications that have exceeded the 30-day timeframe to reach approved or denied for LIHEAP benefit status?
  - Are there crisis assistance applications that aren't processed within the 18/24 hour federally mandated timeframe?
  - Are there rejected applications that require LAA follow-up?
2. 90 Days Closeout Report (LH022): Applications on this report are past 30 days from the application date and therefore, out of compliance, and could be in jeopardy of being automatically denied by the LIHEAP database as "Application Lapsed."
3. Audit Invoices and Register Report (LH429): Does the LAA have unpaid registers that are more than 45 days from the Register Accepted date?
4. PIPP Finance Reports: These reports will be used to determine the timeliness of processing applications and paying vendors.

The Grantor reserves the right to deny any voucher request(s), at its discretion, based on lack of progress toward meeting the performance measures listed in Exhibit E. If the Grantee fails to meet any of the performance measures, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased, and/or the Grantee may be responsible for the return of Grant Funds in the amount specified by the Grantor. The Grantor may initiate an Agreement modification(s) to de-obligate Grant Funds based on non-performance.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

No Specific Conditions.



**PART TWO – GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII  
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXIV  
ADDITIONAL AUDIT PROVISIONS**

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

**ARTICLE XXV  
ADDITIONAL MONITORING PROVISIONS**

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXVI  
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII  
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
  - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
  - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

#### ARTICLE XXIX

#### ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

### **ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS**

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.6. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

#### **ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

#### **ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse



Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**PART THREE – PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

**ARTICLE XXXVI  
REPORT DELIVERABLE SCHEDULE**

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

**January 2025**

- Annual Annual Financial Report (01/30/2025) - Covering Period of 06/01/2024 - 12/31/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2025) - Covering Period of 06/01/2024 - 12/31/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

**September 2025**

- Annual Annual Financial Report (09/30/2025) - Covering Period of 01/01/2025 - 08/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (09/30/2025) - Covering Period of 01/01/2025 - 08/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

**October 2025**

- End of grant Closeout Financial Report and Reconciliation (10/15/2025) - Covering Period of 06/01/2024 - 08/31/2025; Send To: Grant Manager
  - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (10/15/2025) - Covering Period of 06/01/2024 - 08/31/2025; Send To: Grant Manager
  - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the

Grant Accountability and Transparency Unit of the Governor’s Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII  
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. This Agreement is issued contingent upon the Grantee’s successful completion of the 2024 Low-Income Home Energy Assistance Program (“LIHEAP”). Failure of the Grantee to comply with the terms and conditions of the 2024 LIHEAP Grant Agreement may result in termination of this Grant Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services (“HHS”) awards at 45 CFR Part 75, which implement the language in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the “Uniform Requirements”). For the avoidance of doubt, all references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must also comply with the Low-Income Home Energy Assistance Act of 1981 (42 U.S.C. §§ 8621-8630), the federal LIHEAP block grant rules (45 CFR Part 96), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20), the Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all related Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by HHS may be found at 2 CFR Part 300.

37.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the general Administrative, Client Assistance (solely for outreach purposes under HHS’ Assurance 16 as required by law), and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for general Administrative, Client Assistance (solely for outreach purposes under Assurance 16), and Program Support, respectively.

37.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 10.1, 11.1 and 36.3, herein, as applicable, the Grantee must provide the following additional reports to Grantor:

- (a) For each Award, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds;
- (b) Programmatic reports as required by Grantor; and
- (c) Any additional reports requested from Grantee by the Grantor.

37.5. Method of Compensation.

(a) In addition to the payment requirements described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the

dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

(b) Costs allocated to this Award must conform to the HHS cost principles at 45 CFR Part 75 and as set forth in the Uniform Requirements, as applicable. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6. Additional Audit Requirements. In addition to the audit requirements in Article XII, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including, but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$5,000** or more without Grantor's prior written approval.

(b) In addition to Article XVIII, herein the Grantee agrees to comply with the applicable property standards set forth in 45 CFR §§ 75.316–75.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized LIHEAP purposes under this Award. Specifically, as set forth under 45 CFR §§ 75.319 – 75.321, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by the Grantee in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 45 CFR 75.320 and paragraph 18.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without the prior written approval of Grantor.

(d) In accordance with 45 CFR §§ 75.320–75.321, Non-expendable Personal Property must be used for LIHEAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes of LIHEAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.

(e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed by Grantee and sent

to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

37.8. Procurement. Grantee shall follow the procurement standards as established in 45 CFR §§ 75.326 – 75.335.

37.9. Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 45 CFR 75.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or Grantor when they are specifically related to the Federal award.

(b) Grantee must retain receipts on file as source documentation in accordance with Article VII, herein for travel expenses of its employees. Information on the federal domestic travel and per diem rates can be found at [www.gsa.gov](http://www.gsa.gov) and 41 CFR Subtitle F, Chapters 300-304. Grantee's policy cannot exceed the federal travel and per diem rates. However, if Grantee is required to exceed the federal travel rate due to circumstances beyond Grantee's control for the purpose of travel related to this Agreement, Grantee must seek an exception in writing from Grantor to exceed the federal rate.

37.10. Publication, Reproduction and Use of Material. In addition to Article XIX, herein no material produced in whole or in part under this Award shall be subject to copyright in the United States or in any other country. Grantor shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

37.11. Debarment. In addition to Grantee's certification in paragraph 3.5(j) and the representations and warranties in paragraph 28.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 3.5(j) and 28.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12. Bond and Depository Insurance Requirements.

(a) Pursuant to 45 CFR 75.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of **\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 45 CFR 75.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 45 CFR 75.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

37.13. Real Property Expenditures Prohibited. Grantee expressly understands and agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related repairs as authorized by Grantor) of any building, facility or other real property.

37.14. Additional Budget Modification Provisions.

(a) Grantee expressly understands and agrees that the total amount of Grant Funds available under this Award is contingent upon the Grantee's ability to spend the Grant Funds in accordance with the Budget, as submitted by Grantee and approved by Grantor, and incorporated herein as an attachment (the "Budget").

(b) Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee's Budget will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 45 CFR 75.308, subject to the following:

- **Program Support:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may *decrease* the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Client Benefits budget Line 0201 only. In no event may such transfers in this specific cost category result in an increase to the total Budget without prior Grantor written approval.
- **Direct Administrative Costs:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed herein are measurably changed.

37.15. Fraud, Waste, Abuse or Misconduct.

(a) Grantee Reporting. Grantee shall report to the Grantor's program staff or the Grantor's Ethics Officer any suspected fraud, waste, abuse or misconduct associated with any LIHEAP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including, but not limited to, Grantee staff, Grantee subrecipients, Grantee subcontractors, Grantor employees or Grantor subrecipients. Grantee shall make this report as soon as practical after first suspecting fraud, waste, abuse or misconduct. In addition to reporting suspected fraud, waste, abuse or misconduct to the Grantor, Grantee may report the suspected behavior to any other relevant governmental entity, including, but not limited to, the Office of the Executive Inspector General for the Agencies of the Illinois Governor and the Illinois Attorney General. Grantee shall cooperate with all investigations of suspected fraud, waste, abuse or misconduct reported pursuant to this paragraph. Grantee also shall require its subrecipients affiliated with this Agreement to follow the requirements to report suspected fraud, waste, abuse or misconduct as set forth in this paragraph. Nothing in this paragraph precludes the Grantee or its subrecipients from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

(b) Definitions.

(i) "Fraud" is generally defined as knowingly obtaining or attempting to obtain a benefit from or control over property of another person or entity by means of deception intended to benefit the deceiver or create a loss or potential liability to the other party.

(ii) "Abuse" is any activity that may not necessarily be fraudulent but is a misuse of resources through means which are inappropriate, outside acceptable standards of conduct or programmatically or economically unnecessary.

(iii) "Waste" is conduct that is not necessarily intentionally inappropriate but is reckless and generally not in conformity with sound business practices, which may include, but is not limited to, acts that deprive citizens and program participants reasonable value in connection with any government-funded activity due to an inappropriate act or omission by persons with control over government resources.

(c) Grantee Training. Grantee shall adhere to all required training and policies of Grantor's Office of Community Assistance regarding fraud, waste, abuse, and misconduct, including, but not limited to, ensuring that all of Grantee's employees and volunteers, and the employees and volunteers of Grantee's subrecipients, participate in annual training and certify participation in such annual training.

(d) Grantor Remedies. Grantor reserves the right to suspend Grantee's use of funds, terminate this Agreement, require the use of different Grantee staff, or take any other action permitted by law if the Grantor receives evidence of fraud, waste, abuse or misconduct by the Grantee, Grantee's staff, or Grantee's subrecipients or subcontractors or their staff related to this Award or any other State or federal award.

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	25-254028
CSFA Number:			
CSFA Description:			

<b>Section A: State of Illinois Funds</b>	<u>Summary</u>	<u>Detail</u>
<b>Revenues</b>		
State of Illinois Grant Amount Requested	\$3,681,051.00	
<b>Budget Expenditure Categories</b>		
1. Personnel (200.430)	\$441,805.00	
0101 PERSONNEL SALARIES AND WAGES		\$227,659.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$214,146.00
2. Fringe Benefits (200.431)	\$116,905.00	
0102 FRINGE BENEFITS		\$57,820.00
0302 ADMIN-FRINGE BENEFITS		\$59,085.00
3. Travel (200.474)	\$4,213.00	
0103 TRAVEL		\$519.00
0303 ADMIN-TRAVEL		\$3,694.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$1,378.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$575.00
0305 ADMIN-SUPPLIES		\$803.00
6. Contractual/Subawards (200.318 and .92)	\$12,209.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$12,209.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$696.00	
0311 ADMIN-TELECOMMUNICATIONS		\$696.00
12. Training and Education (200.472)	\$1,578.00	
0312 ADMIN-TRAINING AND EDUCATION		\$1,578.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$10,184.00	
0114 MISCELLANEOUS		\$7,911.00
0314 ADMIN-MISCELLANEOUS COSTS		\$2,273.00
15. Grant Exclusive Line Item(s)	\$3,092,083.00	
0201 CLIENT BENEFITS		\$3,092,083.00
16. Total Direct Costs (add lines 1-15)	\$3,681,051.00	\$3,681,051.00
17. Total Indirect Costs (200.414)		
Rate:	0%	
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$3,681,051.00	\$3,681,051.00

Grantee:

NOFO Number:

Grant Number:

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

**Select ONLY One:**

- 1)  Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a)  Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b)  Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3)  Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4)  For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
  - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
  - complies with other statutory policies.
- 5)  No reimbursement of Indirect Cost is being requested.

Rate:  %

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered By NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).**

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

---

**File #:** FI-R-0103-24

**Agenda Date:** 6/18/2024

**Agenda #:** 10.G.

---

ACCEPTANCE OF EXTENSION OF TIME AND  
MODIFICATION OF FUNDING ALLOCATION FOR THE  
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
HHS SUPPLEMENTAL GRANT PY23  
INTER-GOVERNMENTAL AGREEMENT NO. 23-274028  
COMPANY 5000 - ACCOUNTING UNIT 1420

(Under the administrative direction of  
the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Low Income Home Energy Assistance Program State Grant PY23, Company 5000 - Accounting Unit 1420, pursuant to Resolution FI-R-0117-23 for the period March 1, 2023, through June 30, 2024; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with modification #002 to Inter-Governmental Agreement No. 23-274028 of a net zero budget revision (ATTACHMENT II), by modifying line items totaling \$60,493 (SIXTY THOUSAND FOUR HUNDRED NINETY-THREE AND NO/100 DOLLARS); and

WHEREAS, no additional County funds are required to revise this budget by modifying the line items;  
and

WHEREAS, acceptance of this revised budget does not add any additional subsidy from the County;  
and

WHEREAS, the County Board finds that the need to appropriate said revised funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that modification #002 to Inter-Governmental Agreement No. 23-274028 (ATTACHMENT II) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that by modifying line-item appropriations on the attached sheet (ATTACHMENT I) totaling \$60,493 (SIXTY THOUSAND FOUR HUNDRED NINETY-THREE AND NO/100 DOLLARS), a net-zero budget modification is to be made to the Low Income Home Energy Assistance Program State Grant PY23, Company 5000 - Accounting Unit 1420 and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED by the DuPage County Board that the expiration of this grant be extended until August 31, 2024: and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 25<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

MODIFICATION OF FUNDING ALLOCATION FOR THE  
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM HHS SUPPLEMENTAL GRANT PY23  
INTER-GOVERNMENTAL AGREEMENT NO. 23-274028  
COMPANY 5000 – ACCOUNTING UNIT 1420  
\$0

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	(60,493)	
51000-0000 - Benefit Payments		29,948	
51010-0000 - Employer Share I.M.R.F.		3,977	
51030-0000 - Employer Share Social Security		2,973	
51040-0000 - Employee Med & Hosp Insurance		23,595	
		<hr/>	
TOTAL PERSONNEL			\$ <u>0</u>

TOTAL ADDITIONAL APPROPRIATION \$ 0

ATTACHMENT II

Amendment No. 002  
Agreement No. 23-274028

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
DuPage County

The State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

The Parties or their duly authorized representatives hereby execute this Amendment.

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DuPage County

Signature on File

Signature on File

Signature on File

By:  
Megah L. Street

Signature of Kristin A. Richards, Director

Signature of Authorized Representative

Date:

4/12/24

Date:

3/28/2024

By:

Signature of Designee

Printed Name:

Mary A. Keating

Printed Title:

Director of Community Services

Date:

Email:

Mary.Keating@dupagecounty.gov

Printed Name:

Printed Title:

Designee

By:

Signature of Second Grantor Approver, if applicable

By:

Signature of Second Grantee Approver, if applicable

Date:

Date:

Printed Name:

Printed Name:

Printed Title:

Second Grantor Approver

Printed Title:

Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Third Grantor Approver

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



**ARTICLE I**  
**AWARD AND AMENDMENT INFORMATION AND CERTIFICATION**

1.1. Original Agreement. The Agreement, numbered **23-274028**, has an original term from **03/01/2023** to **06/30/2024**.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):

Amendment Number	Effective Date (MM/DD/YYYY)
001	09/20/2023

1.3. Current Agreement Term. The Agreement expires on **06/30/2024**, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Exhibit A (Project Description)       | <input checked="" type="checkbox"/> Award Term               |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones)   | <input type="checkbox"/> Award Amount                        |
| <input type="checkbox"/> Exhibit C (Contact Information)       | <input type="checkbox"/> PART TWO (Grantor-Specific Terms)   |
| <input type="checkbox"/> Exhibit D (Performance Measures/Std.) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Specific Conditions)       | <input checked="" type="checkbox"/> Budget                   |
|  | <input type="checkbox"/> Budget (Unilateral)                 |
|  | <input type="checkbox"/> Funding Source                      |
|  | <input type="checkbox"/> Other (specify):                    |

1.5. Effective Date. This Amendment shall be effective on \_\_\_\_N/A\_\_\_\_\_. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

---

**ARTICLE II  
AMENDMENTS**

- 2.1. The Budget is revised by modifying the line items detailed in the attached revised budget.
- 2.2. Paragraph 1.4 of the Agreement is amended to expire on 08/31/2024, unless terminated pursuant to the Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

STATE OF ILLINOIS		UNIFORM GRANT MODIFICATION BUDGET TEMPLATE		Commerce & Economic Opportunity	
Organization Name	DuPage County	UEI#	135836026	NOFO #	N/A
CSFA Number	420-70-0090	CSFA Description:	Low Income Home Energy Assistance – ILLIS	Fiscal Year:	2023
SECTION A -- STATE OF ILLINOIS FUNDS				Grant #	23-274028
Revenues				TOTAL REVENUE	
(a) State of Illinois Modification Amount Requested (Total Modification Allocation)				\$ -	
BUDGET SUMMARY STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards	Current Approved Budget	Modification Amount	New Modified Budget	
<b>PROGRAM SUPPORT</b>					
101 Personnel (Salaries & Wages)	200.430	\$ 122,484.00	\$ (14,592.00)	\$ 107,892.00	
102 Fringe Benefits	200.431	\$ 15,999.00	\$ 14,592.00	\$ 30,591.00	
103 Travel	200.474	\$ -	\$ -	\$ -	
104 Equipment (Not PCs and Laptops)	200.439	\$ -	\$ -	\$ -	
105 Supplies	200.94	\$ -	\$ -	\$ -	
106 Contractual Services & Subawards	200.318 & 200.92	\$ 17,500.00	\$ -	\$ 17,500.00	
107 Consultant (Professional Services)	200.459	\$ -	\$ -	\$ -	
109 A Occupancy (Rent)	200.465	\$ -	\$ -	\$ -	
109 B Occupancy (Utilities)	200.452	\$ -	\$ -	\$ -	
Subtotal 109 (Occupancy Rent & Utilities)		\$ -	\$ -	\$ -	
111 Telecommunications		\$ -	\$ -	\$ -	
112 Training & Education	200.472	\$ -	\$ -	\$ -	
114 Miscellaneous Costs		\$ -	\$ -	\$ -	
<b>SUBTOTAL 100s (Program Support)</b>		<b>\$ 155,983.00</b>	<b>\$ -</b>	<b>\$ 155,983.00</b>	
<b>CLIENT BENEFITS</b>					
201 Client Benefits		\$ 1,676,817.00	\$ -	\$ 1,676,817.00	
202 Assurance 16-N/A for LIHEAP CARES or LIHEAP State		\$ -	\$ -	\$ -	
<b>SUBTOTAL 200s (Client Benefits)</b>		<b>\$ 1,676,817.00</b>	<b>\$ -</b>	<b>\$ 1,676,817.00</b>	
<b>ADMINISTRATION</b>					
	200.413				
301 Direct Admin--Personnel (Salaries & Wages)	200.413 (c) & 200.430	\$ 100,910.00	\$ (45,901.00)	\$ 55,009.00	
302 Direct Admin--Fringe Benefits	200.431	\$ 16,077.00	\$ 45,901.00	\$ 61,978.00	
303 Direct Admin--Travel	200.474	\$ -	\$ -	\$ -	
304 Direct Admin--Equipment (Not PCs and Laptops)	200.439	\$ -	\$ -	\$ -	
305 Direct Admin--Supplies	200.94	\$ -	\$ -	\$ -	
306 Direct Admin--Contractual Services & Subawards	200.318 & 200.92	\$ -	\$ -	\$ -	
307 Direct Admin--Consultant (Professional Services)	200.459	\$ -	\$ -	\$ -	
309 A Direct Admin--Occupancy (Rent)	200.465	\$ -	\$ -	\$ -	
309 B Direct Admin--Occupancy (Utilities)	200.452	\$ -	\$ -	\$ -	
Subtotal 309 (Occupancy Rent & Utilities)		\$ -	\$ -	\$ -	
311 Direct Admin--Telecommunications		\$ -	\$ -	\$ -	
312 Direct Admin--Training & Education	200.472	\$ -	\$ -	\$ -	
314 Direct Admin--Miscellaneous Costs		\$ -	\$ -	\$ -	
<b>Total Direct Admin Costs</b>		<b>\$ 116,987.00</b>	<b>\$ -</b>	<b>\$ 116,987.00</b>	
317 Indirect Costs* (see below)	200.414	\$ -	\$ -	\$ -	
Rate %:					
Base Calculation Method:					
<b>SUBTOTAL 300s (Administration)</b>		<b>\$ 116,987.00</b>	<b>\$ -</b>	<b>\$ 116,987.00</b>	
<b>SPECIAL – only with OCA Fiscal Pre-Approval</b>					
406 Special Project Program		\$ -	\$ -	\$ -	
<b>Total Direct Costs</b>		<b>\$ 1,949,787.00</b>	<b>\$ -</b>	<b>\$ 1,949,787.00</b>	
<b>Total Indirect Costs</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Costs for State Grant Funds</b>		<b>\$ 1,949,787.00</b>	<b>\$ -</b>	<b>\$ 1,949,787.00</b>	

Current Approved Budget	Modification Amount	New Modified Budget

<b>GRANTEE CERTIFICATION</b>		<b>STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE</b>		<b>AGENCY: Commerce &amp; Economic Opportunity</b>	
Organization Name: DuPage County		CSFA Description: Low Income Home Energy Assistance -- HHS		NOFO #: N/A	
CSFA #: 420-70-0090		UEI #: 135836026		Fiscal Year(s): 2023	
Grant #: 23-274028					

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

DuPage County  
Institution/Organization

Signature

Jeffrey Martynowicz  
Name of Official

Chief Financial Officer  
Title

Chief Financial Officer (or equivalent)

3/18/2024  
Date of Execution

Signature on File

DuPage County  
Institution/Organization

Signature

Mary Keating  
Name of Official

Director, DuPage County Community Services  
Title

Executive Director (or equivalent)

3/19/24  
Date of Execution

Signature on File

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.



**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**  
**Procedure Letter Number: 2024-05**

**TO:** LIHEAP Local Administering Agencies

**FROM:** Ben Moore  
Fiscal Operations Manager, Office of Community Assistance

**DATE:** March 13, 2024

**RE:** **Grant Extension for 2023 LIHEAP HHS Grants**

**PURPOSE:** To announce extension of the 2023 HHS LIHEAP grants.

**BACKGROUND:** The 2023 HHS Grant Awards were issued to the LIHEAP Local Administering Agencies under the 23-2240XX and 23-2740XX series grants with a term based on the historical LIHEAP program end date. By default, these grants are all set to currently end on 06/30/2024. With the 2024 LIHEAP Program Year ending on 08/15/2024, these grants need to be extended to accommodate the full scope of the longer program year. In many cases LAAs may have already exhausted their 2023 HHS funds by 06/30/2024, but this will allow grantees to continue processing refunds during the last portion of the program year.

**PROCEDURE:** OCA will be issuing extension grant modifications on the behalf of the LIHEAP Local Administering Agencies, with this letter serving as primary documentation to initiate this process. As such LAAs will only need to complete the review and signing of the Modification Agreement once it has been sent to them. Adjustments to the Grant Reporting Schedule that include the changes to reporting deadlines will be provided upon execution of the modification.

**EFFECTIVE DATE:** March 13, 2024

**INQUIRIES:** Any questions regarding these modifications should be directed to Garrett Vaughn and Amy Devos via email.



## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

---

**File #:** FI-R-0104-24

**Agenda Date:** 6/18/2024

**Agenda #:** 10.H.

---

ACCEPTANCE OF AN EXTENSION OF TIME FOR THE  
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
HHS GRANT PY23 INTER-GOVERNMENTAL AGREEMENT NO. 23-224028  
COMPANY 5000 - ACCOUNTING UNIT 1420

(Under the administrative direction of  
the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Illinois Department of Commerce and Economic Opportunity the Low-Income Home Energy Assistance HHS Grant PY23, Inter-Governmental Agreement No.23-224028, Company 5000 - Accounting Unit 1420, pursuant to Resolution FI-R-0477-22 for the period October 1, 2022, through June 30, 2024; as amended; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with Amendment No. 003 (Attachment I) that the grant may be extended to Aug 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration date of Low-Income Home Energy Assistance HHS Grant PY23, Inter-Governmental Agreement No.23-224028, Company 5000 - Accounting Unit 1420, be extended until Aug 31, 2024.

Enacted and approved this 25<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

Amendment No. 003  
Agreement No. 23-224028

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
DuPage County

The State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

The Parties or their duly authorized representatives hereby execute this Amendment.

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DuPage County

Signature on File

Signature on File

Signature on File

By: Meghan L. Street

Cash Desk Manager

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

Date: 4/2/24

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: 3/20/24

Printed Name: MARY A. Keating

Printed Title: Director

Email: Mary.Keating@duganet.com

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantor Approver

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Third Grantor Approver

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



**ARTICLE I  
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION**

- 1.1. **Original Agreement.** The Agreement, numbered **23-224028**, has an original term from **10/01/2022** to **06/30/2024**.
- 1.2. **Prior Amendments.** Below is the list of all prior amendments to the Agreement (mark N/A if none):

Amendment Number	Effective Date (MM/DD/YYYY)
001	04/05/2023
002	09/29/2023

- 1.3. **Current Agreement Term.** The Agreement expires on **06/30/2024**, unless terminated pursuant to the Agreement.
- 1.4. **Item(s) Altered.** Identify which of the following Agreement elements are amended herein (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Exhibit A (Project Description)       | <input checked="" type="checkbox"/> Award Term               |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones)   | <input type="checkbox"/> Award Amount                        |
| <input type="checkbox"/> Exhibit C (Contact Information)       | <input type="checkbox"/> PART TWO (Grantor-Specific Terms)   |
| <input type="checkbox"/> Exhibit D (Performance Measures/Std.) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Specific Conditions)       | <input type="checkbox"/> Budget                              |
|  | <input type="checkbox"/> Budget (Unilateral)                 |
|  | <input type="checkbox"/> Funding Source                      |
|  | <input type="checkbox"/> Other (specify):                    |

- 1.5. **Effective Date.** This Amendment shall be effective on \_\_\_N/A\_\_\_. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.
- 1.6. **Certification.** Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

---

**ARTICLE II  
AMENDMENTS**

- 2.1. Paragraph 1.4 of the Agreement is amended to expire on 08/31/2024, unless terminated pursuant to the Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**  
**Procedure Letter Number: 2024-05**

**TO:** LIHEAP Local Administering Agencies

**FROM:** Ben Moore  
Fiscal Operations Manager, Office of Community Assistance

**DATE:** March 13, 2024

**RE:** **Grant Extension for 2023 LIHEAP HHS Grants**

**PURPOSE:** To announce extension of the 2023 HHS LIHEAP grants.

**BACKGROUND:** The 2023 HHS Grant Awards were issued to the LIHEAP Local Administering Agencies under the 23-2240XX and 23-2740XX series grants with a term based on the historical LIHEAP program end date. By default, these grants are all set to currently end on 06/30/2024. With the 2024 LIHEAP Program Year ending on 08/15/2024, these grants need to be extended to accommodate the full scope of the longer program year. In many cases LAAs may have already exhausted their 2023 HHS funds by 06/30/2024, but this will allow grantees to continue processing refunds during the last portion of the program year.

**PROCEDURE:** OCA will be issuing extension grant modifications on the behalf of the LIHEAP Local Administering Agencies, with this letter serving as primary documentation to initiate this process. As such LAAs will only need to complete the review and signing of the Modification Agreement once it has been sent to them. Adjustments to the Grant Reporting Schedule that include the changes to reporting deadlines will be provided upon execution of the modification.

**EFFECTIVE DATE:** March 13, 2024

**INQUIRIES:** Any questions regarding these modifications should be directed to Garrett Vaughn and Amy Devos via email.



## HS Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

---

**File #:** HS-R-0015-24

**Agenda Date:** 6/18/2024

**Agenda #:** 16.A.

---

APPROVAL OF ISSUANCE OF PAYMENTS BY DUPAGE COUNTY  
TO ENERGY ASSISTANCE PROVIDERS THROUGH  
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
STATE GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 25-254028  
IN THE AMOUNT OF \$3,092,083

WHEREAS, the County of DuPage receives grant funds and administers the Low-Income Home Energy Assistance Program State Grant PY25, Inter-Governmental Agreement No. 25-254028, Company 5000 - Accounting Unit 1495; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance Program State Grant PY25, Inter-Governmental Agreement No. 25-254028 is \$3,092,083 (THREE MILLION, NINETY-TWO THOUSAND, EIGHTY-THREE AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount and the energy assistance provider to be paid; and

WHEREAS, all payments made for the program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the Low-Income Home Energy Assistance Program State Grant PY25, Inter-Governmental Agreement No. 25-254028, for the period June 1, 2024 through August 31, 2025 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance Program State Grant PY25, Inter-Governmental Agreement No. 25-254028, Company 5000 - Accounting Unit 1495, for the period June 1, 2024 through August 31, 2025, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of \$\$3,092,083 (THREE MILLION, NINETY-TWO THOUSAND, EIGHTY-THREE AND NO/100 DOLLARS);

Enacted and approved this 25<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



## HS Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

---

**File #:** HS-P-0022-24

**Agenda Date:** 6/18/2024

**Agenda #:** 6.F.

---

AWARDING RESOLUTION ISSUED TO  
BENEVATE, INC. D/B/A NEIGHBORLY SOFTWARE  
FOR THE PURCHASE OF A GRANTS MANAGEMENT SOFTWARE SYSTEM  
(CONTRACT TOTAL AMOUNT \$45,000.00)

WHEREAS, proposals have been taken in accordance with County Board Policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Benevate, Inc. D/B/A Neighborly Software, for the purchase of a Grants Management Software System, for the period of July 1, 2024 through June 30, 2025.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for the purchase of a Grants Management Software System, for the Community Development Division of Community Services, be, and it is hereby approved for issuance of a contract by the Procurement Division to Benevate, Inc. D/B/A Neighborly Software, 3423 Piedmont Road NE, Suite 550 Atlanta, GA 30305 for a contract total amount not exceed \$45,000.00, for the period of July 1, 2024 through June 30, 2025, per renewal of RFP #21-011-CD, third and final of three optional one-year renewals.

Enacted and approved this 25<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: RFP #21-011-CD	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$45,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$180,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Benevate, Inc. dba Neighborly Software	VENDOR #: 37628	DEPT: Community Services	DEPT CONTACT NAME: Julie Hamlin
VENDOR CONTACT: Martin Greenlee	VENDOR CONTACT PHONE: 360-964-0694	DEPT CONTACT PHONE #: 630-407-6527	DEPT CONTACT EMAIL: julie.hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: martin.greenlee@neighborlysoftwa re.com	VENDOR WEBSITE: neighborlysoftware.com	DEPT REQ #: 21-011	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Grants management software, \$45,000 RFP 21-011-CD, Renewal, third and final.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Software will be used to manage the Community Development grant and Continuum of Care applications, including posting opportunities, receiving applications, and managing awards.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. RENEWAL
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Neighborly Software	Vendor#: 37628	Dept: Community Services	Division: Community Development Commission
Attn: Finance - Gabrielle Johnson	Email: finance@neighborlysoftware.com	Attn: Amish Kadakia	Email: amish.kadakia@dupagecounty.gov
Address: 3423 Piedmont Rd NE, Suite 550	City: Atlanta	Address: 421 N. County Farm Road	City: Wheaton
State: GA	Zip: 30305	State: IL	Zip: 60187
Phone: 470-890-5914	Fax:	Phone: 630-407-6605	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Benevate Inc. dba Neighborly Software	Vendor#: 37628	Dept: N/A	Division:
Attn:	Email:	Attn:	Email:
Address: 3423 Piedmont Rd NE, Suite 550	City: Atlanta	Address:	City:
State: GA	Zip: 30305	State:	Zip:
Phone: 855-625-9738	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2024	Contract End Date (PO25): Jun 30, 2025
Contract Administrator (PO25): Julie Hamlin			



**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	9	EA	N/A	License - Per Administrator (User 1-10 price)	FY24	5000	1440	53806	CD24 ADMIN	2,400.00	21,600.00
2	5	EA	N/A	Program	FY24	5000	1440	53090	CD24 ADMIN	2,000.00	10,000.00
3	1	EA	N/A	License - Per Administrator (User 1-10 price)	FY24	5000	1510	53806	IL1704L5T1 41900	2,400.00	2,400.00
4	1	EA	N/A	Program	FY24	5000	1440	53090	IL1704L5T1 41900	2,000.00	2,000.00
5	5	EA	N/A	License - Per Administrator (User 11-15 price)	FY24	5000	1440	53806	CD24 ADMIN	1,800.00	9,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 45,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached:     W-9     Vendor Ethics Disclosure Statement



## AMENDMENT FOR CONTRACT RENEWAL

---

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Benevate, Inc. dba Neighborly Software located at 3423 Piedmont Rd NE, Suite 550, Atlanta GA 30305, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-011-CD which became effective on 07/01/2021 and which will expire 06/30/2024. The contract is subject to a third of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 06/30/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

### CONTRACTOR

### THE COUNTY OF DUPAGE

Signature on File

\_\_\_\_\_  
SIGNATURE

J. Jason Rusnak

\_\_\_\_\_  
PRINTED NAME

President

\_\_\_\_\_  
PRINTED TITLE

5-30-24

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Brian Rovik

\_\_\_\_\_  
PRINTED NAME

Buyer I

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
DATE



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 GRANTS MANAGEMENT SOFTWARE 21-011-CD  
 BID TABULATION

√

Criteria	Available Points	Neighborly Software	ZoomGrants	AmpliFund	REI Systems	LNB Solutions	Foundant	Panthers International	Carahsoft Technology	Provisio Partners
Firm Qualifications	20	19	17	17	17	15	12	13	10	13
Key Qualifications	30	26	25	25	24	23	8	20	20	12
Project Understanding	30	28	26	25	23	24	17	18	21	13
Price	20	4	5	4	1	1	20	3	1	1
Total	100	77	73	71	65	64	57	54	53	39

Fee and Rate Proposal (Design Only)	\$ 45,000.00	\$ 36,075.00	\$ 49,500.00	\$ 167,410.00	\$ 231,420.00	\$ 8,750.00	\$ 69,000.00	\$ 132,500.00	\$ 118,711.88
Percentage of points	19%	24%	18%	5%	4%	100%	13%	7%	7%
Points awarded (wtd against lowest price)	4	5	4	1	1	20	3	1	1

NOTES  
 1) Neighborly Software corrected pricing for Administrative fees 10 @ \$200.00/month for annual price \$24,000.00 and 5 @ \$150.00/per month for annual price \$9,000.00 for a year one total price of \$45,000.00.

RFP Posted on 4/22/2021	
Bid Opened On 5/13/2021, 2:30 PM CST by	DW, VC
Invitations Sent	8
Total Requesting Documents	6
Total Bid Responses Received	9

Prepared by: Martin Greenlee  
 Phone: 360-964-0694  
 Email: Martin.Greenlee@neighborlysoftware.com

DATE	5/24/2021
QUOTE #	2183
VALID UNTIL	6/23/2021

**CLIENT: DuPage County, IL**

Annual Recurring Fees	USER PRICE	FREQ	USERS	ANNUAL PRICE
Neighborly Software Per Administrator Fee (Users 1-10)	\$200	Monthly	10	\$24,000.00
Neighborly Software Per Administrator Fee (Users 11+)	\$150	Monthly	5	\$9,000.00
- Technical Support	Included			
- Hosting/Security in Microsoft Tier IV Data Center	Included			
- Data Storage, Backup and Recovery	Included			
<i>*2 license minimum</i>				
<b>ANNUAL TOTAL</b>				<b>\$33,000.00</b>

One Time Implementation Fees	UNIT PRICE	FREQ	UNITS	AMOUNT
Software Implementation Per Program <sup>a</sup>	\$2,000	One Time	6	\$12,000
- Software Configuration to Client Design	Included			
- Administrator Training (8 hrs Virtual)	Included			
- Administrator Guide	Included			
- Travel ( <i>no travel during COVID-19 pandemic</i> )	\$800	Per Trip	0	\$0
Rushed Implementation or Delayed Implementation Fees may apply <sup>2a, 2b</sup>	See notes	One Time	0	\$0
Increased Database Server Capacity for CARES Act	\$2,500	Monthly	0	\$0
Loan/Data Migration per program (Minimum \$2,000 per Program)	\$2.50	Per Loan/Grant	0	\$0
- Additional fees for migrations beyond 5 business days	\$100	Hour	0	\$0
Craftsman Book Spec. Database-Cost Estimating	\$500	Annually	0	\$0
<b>ONE TIME IMPLEMENTATION TOTAL</b>				<b>\$12,000.00</b>

a - Includes configuration for the following TBD programs:

- |  |                                     |
|--|-------------------------------------|
| (1) Public/Human Services                | (4) Housing Rehab                   |
| (2) Down Payment Assistance              | (5) Affordable Housing Construction |
| (3) Public Facilities and Infrastructure | (6) ESG                             |

**YEAR ONE TOTAL \$45,000.00**

Notes
<p>1. <b>Recurring fees</b> are invoiced annually in advance.</p> <p>2. <b>Implementation fees</b> are invoiced at engagement based on an eight-week implementation period.</p> <p>2a. <b>Implementation greater than eight weeks:</b> The client is expected to dedicate the appropriate resources during the implementation period. If client requires implementation to be pushed beyond the eight-week period, Neighborly Software will charge \$500 per week of delay until the program has gone live.</p> <p>2b. <b>Rushed Implementation fee:</b> If the client requires a rushed implementation shorter than two-weeks, Neighborly Software will charge a one-time rushed implementation fee of \$1,000 in addition to the program implementation fee.</p> <p>3. <b>Increased Database Server Capacity:</b> Neighborly Software will increase database server capacity on Microsoft Azure to ensure the availability of resources will meet expected demand from the program. Pricing will be based on 1 month of surge capacity with the option to add additional months as needed.</p> <p>4. <b>Loan/Data Migration:</b> Neighborly Software will commit a staff person to dedicate 5 business days to complete the migration upon completion of the import template. We ask that the client commit resources to assist in this effort. Should the client cause the migration to extend beyond 5 business days, Neighborly Software will charge \$100 / hour for the time expended to complete the loan migration project.</p>

If you have any questions about this price quote, please contact  
[Martin Greenlee](#)

**Thank You For Your Business!**

**SECTION 8 - PROPOSAL FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Benevate, Inc.
Main Business Address	3423 Piedmont Rd. NE #550
City, State, Zip Code	Atlanta, GA 30305
Telephone Number	855-625-9738
Fax Number	N/A
Proposal Contact Person	Martin Greenlee
Email Address	Martin.Greenlee@NeighborlySoftware.com

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
  a Member of the Partnership     
  an Officer of the Corporation     
  a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:  
 Signature on File

\_\_\_\_\_ (Secretary or Partner)      \_\_\_\_\_ (Vice-President or Partner)  
 \_\_\_\_\_ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

**PROPOSAL AWARD CRITERIA**

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

**Signature on File**

X \_\_\_\_\_  
(Signature and Title)

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this 6<sup>th</sup> day of May \_\_\_\_\_ AD, 2020  
**Signature on File**

\_\_\_\_\_

My Commission Expires: 5/30/2023  
(Notary Public)







# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Benevate Inc. (dba Neighborly Software)	Company Contact: Shanika Forbes, Account Manager
Contact Phone: 470-816-0098	Contact Email: Shanika.Forbes@neighborlysoftware.com

## The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature \_\_\_\_\_

Printed Name

Jason Rusnak

Title

President

Date

5/31/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



## Action Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

---

**File #:** 24-1818

**Agenda Date:** 6/18/2024

**Agenda #:** 7.A.

---





**DUPAGE  
COUNTY**

# COMMUNITY SERVICES

630-407-6500  
Fax: 630-407-6501  
csprograms@dupageco.org

[www.dupageco.org/community](http://www.dupageco.org/community)

**TO:** Greg Schwarze, Chairman and Committee Members  
Human Services Committee

**FROM:** Mary A. Keating, Director,  
Department of Community Services

**DATE:** June 11, 2024

**SUBJECT: CD22-04 Carol Stream Park District Community Park Improvements –  
Modification #2, 2<sup>nd</sup> Time Extension**

**Community  
Development**  
630-407-6600  
Fax: 630-407-6601

**Family Center**  
422 N. County Farm Rd.  
Wheaton, IL 60187  
630-407-2450  
Fax: 630-407-2451

**Housing Supports  
and Self-Sufficiency**  
630-407-6500  
Fax: 630-407-6501

**Intake and Referral**  
630-407-6500  
Fax: 630-407-6501

**Senior Services**  
630-407-6500  
Fax: 630-407-6501

---

**This item is being presented directly to the HS Committee, as allowed per CDC procedures.**

**Action Requested:** CDC staff recommends approval of Agreement Modification #2 for the Carol Stream Park District Community Park improvements, extending the timeline to 09/01/2024.

**Details:** The project rehabilitates existing recreational facilities and constructs new recreation facilities with Community Park located at approximately 745 Thornhill Drive, Carol Stream, IL 60188.

Modification #1 was approved by the Director of Community Services on 12/13/2023 extending the timeline of the project from 12/15/2023 to 07/01/2024.

Construction is expected to be complete by 08/20/2024. The extension has been requested due to unexpected weather delays experienced during construction. The extension will ensure sufficient time for project completion including final punch list items and collection of required final documentation from the general contractor and subcontractors.

\$950,000.00 in Community Development Block Grant (CDBG) funds have been drawn to date. \$50,000.00 in retainage of CDBG funds remains outstanding.

Carol Stream Park District believes an extension through 09/01/2024 is necessary to complete construction, work through project closeout, obtain all final documentation, and draw the balance of CDBG funds.

MODIFICATION TWO TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CAROL  
STREAM PARK DISTRICT PROJECT NUMBER CD22-04

THIS MODIFICATION TWO TO AGREEMENT is entered into this \_\_\_\_\_ day of June, 2024 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called "COUNTY") and Carol Stream Park District, with a principal place of business located at 849 W Lies Road, Carol Stream, Illinois 60188, (hereinafter called "SUBGRANTEE"). The purpose of this MODIFICATION TWO TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement CD22-04, which was originally adopted by Resolution #HHS-R-0052-22 on February 8, 2022, followed by County Board approval of a \$400,000 funding increase, adopted under Resolution #HHS-R-0327-22 on August 23, 2022, to grant funding in the amount of \$1,000,000.00 of which \$50,000.00 is unexpended, for the purpose of rehabilitation of the existing recreational facilities and construction of new recreational facilities within Community Park located at approximately 745 Thornhill Drive, Carol Stream, IL 60188. Modification One to the Agreement was entered into on December 13, 2023, which was approved by the Director of Community Services, for the purpose of a time extension to extend the period covered by the Agreement to 07/01/2024, (hereinafter, together with any previous modifications thereto, called "Agreement").

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with Section XII. A. of the Agreement:

1. The time period covered by the Agreement is hereby extended to September 1, 2024.
2. Section XI. A. Progress Schedule 2. Is hereby modified extending the date to September 1, 2024.
3. Section XI. B. is hereby modified to extend the completion of the project to September 1, 2024.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

CAROL STREAM PARK DISTRICT, a Municipal Corporation in the State of Illinois

By: \_\_\_\_\_  
Susan Rini, Executive Director

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

COUNTY OF DU PAGE, a body politic in the State of Illinois

By: \_\_\_\_\_  
Deborah A. Conroy  
DuPage County Board Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Jean Kaczmarek  
DuPage County Clerk

June 6, 2024

Mary Keating  
Director – Community Services  
DuPage County  
421 North County Farm Road  
Wheaton, IL 60187

**SUBJECT:** Community Park – Carol Stream, Illinois

This letter serves as a formal request for an additional extension of two months, taking the completion date to September 1, 2024 for the Carol Stream Park District's Community Park Project. This extension is requested for multiple reasons. The primary need for an extension is related to weather conditions; Mother Nature hasn't been working in our favor this spring. A majority of the remaining work after January 1 was fine grading. That type of work simply cannot be accomplished when site conditions are significantly saturated. Additionally, there have been multiple vendors who have not been able to deliver products on time. At the time this letter is being written, I am happy to report we have received most products needed to finish the project, however, we are still in need of a few smaller playground pieces to complete the playground.

Below you will find a detailed list of items not completed. I've included their expected completion dates. I'm happy to provide additional detail if you have any questions/comments with regard to any of the items below.

**Items Not Completed To Date:**

- **Playground** – Two steppers are needed to complete the playground installation, along with a few bolts that were missing when the playground was delivered. This isn't a new phenomenon and this is fairly common in the post-covid world we live in. For whatever reason, we are seeing this across the board throughout our entire park system. Replacement parts are incredibly challenging to get in a reasonable amount of time. Playground representatives have stated these pieces will arrive in 4-6 weeks.
- **Color coat on basketball court(s)** – This portion of the project is weather driven. In order to apply the color coat and complete this portion of the project, the asphalt needs to be dry. We have had to continuously adjust the schedule with this contractor due to rain. We are scheduled to get it done and then it rains and pushes us back, etc. An extension will allow sufficient time to work around rain delays.
- **Flagpole** – The sleeve the flagpole sits in, in the ground, was not delivered with the original order. We have been patiently waiting for it. The vendor has notified us that the sleeve will be

delivered in approximately 3 weeks or less. Once received, our contractor, Construction Inc., will work quickly to get it installed.

- **Site grading** – This particular project has quite a bit of grading, so every day it rained we were truly set back multiple days as it is virtually impossible to accomplish the necessary work under saturated conditions. The extension will allow sufficient time to work around rain delays and ensure the proper grading.

Thank you for your consideration. If you have any questions/comments with regard to any of the items listed above, or would like clarification on anything related to this fantastic project, please feel free to contact me via email at [shaneh@csparks.org](mailto:shaneh@csparks.org) or by cell phone at 847-774-0380.

Sincerely,

Signature on File

**Shane Hamilton**  
Director – Parks & Facilities  
Carol Stream Park District

## 2022 DUPAGE COUNTY CDBG NEIGHBORHOOD INVESTMENT PROJECT IMPLEMENTATION SCHEDULE

Agency Name: Carol Stream Park District

Project: Community Park

Total Project

Cost: \$ 2,000,000.00

CDBG Award: \$ 1,000,000.00

Signature on File

Signature

Shane Hamilton

Name

Date

Director - Parks & Facilities

Title

- Project Timeline:** Community Development Block Grant (CDBG) program funds are required by the U.S. Department of Housing and Urban Development (HUD) to be spent in a timely fashion. If HUD determines there is an excess amount of unexpended CDBG funds for a given program year, corrective action will be required by HUD. Corrective action includes, and is not limited to, a reduction of the unexpended funds. Projects that lead to a slow expenditure of CDBG funds and/or a reduction of CDBG funds by HUD are subject to a reduction in the project award amount.

As reflected in the CDBG Neighborhood Investment Application, it is expected that all projects awarded CDBG funding will be completed within one year of the Agreement date.

In the table below, please complete the implementation schedule for the awarded project. If the awarded project does not include acquisition or zoning change, please reflect "N/A" for those activities. All aspects of the project must be completed within one year of the Agreement date.

REVISION OF PROJECT TIMELINE/IMPLEMENTATION SCHEDULE	
Activity	Date (mm/dd/yyyy)
All Sources of Funding Obtained	12/12/2022
Property Acquisition Complete	N/A
Easements Acquisition Complete	N/A
Special Service Area Approval Complete	N/A
Facilities Planning Area (FPA) Approval Complete	N/A
Property Annexation Complete	N/A
Preliminary Engineering or Project Design Complete	10/6/2022
Final Engineering or Project Design Complete	02/14/2023
Bid Manual w Detailed Project Scope Complete	02/14/2023
Bid Manual Advertised	03/06/2023
Sealed Bid Opening Complete	03/28/2023
Construction Contract Awarded & Fully Executed	04/25/2023
Construction to Begin	04/25/2023
50% of Construction Complete	09/15/2023
100% of Construction Complete	08/20/2024
Final Inspections Completed & Passed	08/30/2024
Final Request for Payment & All Required Documentation Submitted to CDC	09/01/2024



## Care Center Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

---

**File #:** HS-P-0023-24

**Agenda Date:** 6/18/2024

**Agenda #:** 16.C.

---

AWARDING RESOLUTION ISSUED TO  
THE STANDARD COMPANIES  
TO PROVIDE TRASH CAN LINERS  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$75,000.00)

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to The Standard Companies, to provide trash can liners, for the period of July 14, 2024 through July 13, 2025, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide trash can liners, for the period of July 14, 2024 through July 13, 2025, for the DuPage Care Center, per bid renewal #21-036-FM, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division, The Standard Companies, 2601 South Archer Avenue, Chicago, Illinois 60608, for a contract total amount of \$75,000.00.

Enacted and approved this 25th day of June, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1720	RFP, BID, QUOTE OR RENEWAL #: 21-036-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$296,645.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: The Standard Companies	VENDOR #: 37837	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Lee Ann White	VENDOR CONTACT PHONE: 312-225-2777	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: lwhite@thestandardcompanies.com	VENDOR WEBSITE:	DEPT REQ #: 7456	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Trash can liners for the DuPage Care Center, for the period July 14, 2024 through July 13, 2025, for a contract total amount not to exceed \$75,000.00, under bid renewal #21-036-FM, second and final optional renewal.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The DuPage Care Center uses trash can liners for trash cans throughout the Center. With liners, the trash is contained and odor associated with trash would be eliminated.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).



### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: The Standard Companies	Vendor#: 37837	Dept: DuPage Care Center	Division: Housekeeping
Attn: Lee Ann White	Email: lwhite@thesandardcompanies.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: 2601 S. Archer	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60608	State: IL	Zip: 60187
Phone: 312-225-2777	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: The Standard Companies	Vendor#: 37837	Dept: DuPage Care Center	Division: Housekeeping
Attn: A/R	Email: thestandardco@cs.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: 2601 S. Archer	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60608	State: IL	Zip: 60187
Phone: 312-225-2777	Fax:	Phone: 630-784-4273	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 14, 2024	Contract End Date (PO25): July 13, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Trash can liners	FY24	1200	2035	52280		31,470.50	31,470.50
2	1	EA		Trash can liners	FY25	1200	2035	52280		43,529.50	43,529.50
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 75,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Trash can liners for the DuPage Care Center, for the period July 14, 2024 through July 13, 2025, for a contract total amount not to exceed \$75,000.00, under bid renewal #21-036-FM, second and final optional renewal.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. June 18, 2024 Human Services      June 25, 2024 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**AMENDMENT FOR CONTRACT RENEWAL**

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and The Standard Companies located at 2601 S. Archer Ave, Chicago, IL 60608, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-036-FM which became effective on 7/14/2021 and which will expire 7/13/2024. The contract is subject to a second of two options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 7/13/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

**CONTRACTOR**

**THE COUNTY OF DUPAGE**

Signature on File

SIGNATURE

*Michelle Ruvola*

PRINTED NAME

*V.P.*

PRINTED TITLE

*5/17/24*

DATE

SIGNATURE

Brian Rovik

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

**SECTION 6 - BID FORM PRICING**

The estimated quantities indicated in the schedule are an approximation of two years' requirements based on past experience and are not binding on the County of DuPage. The quantities and items shown below are for bid analysis purposes only. The County of DuPage has the right to order any quantity which the using department deems necessary.

Bidders shall only provide pricing for specified item or equal, i.e., pricing for 1a or 1b. If providing pricing for "or equal", provide Brand Name, Liner Size, MIL Spec, Colors and ROLLS PER CASE.

GROUP 1: Facilities Management							
NO.	ITEM	LOCATION	UOM	ROLLS PER CASE	EST QTY	PRICE	EXTENDED PRICE
1a	Pitt Plastics 24" x 23" 0.35 mil Black	421 N. County Farm Road 505 N. County Farm Road	CS	500	240	\$	\$
OR							
1b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 24x33" MIL Spec: .35 mil Color: Black <i>CRB 23L500</i>	421 N. County Farm Road 505 N. County Farm Road	CS	500	240	\$ 7.82	\$ 1876. <sup>80</sup>
2a	Pitt Plastics 30" x 36" 0.50 mil Black	421 N. County Farm Road 505 N. County Farm Road	CS	250	360	\$	\$
OR							
2b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 30" x 36" MIL Spec: .5 mil Color: Black	421 N. County Farm Road 505 N. County Farm Road	CS	250	360	\$ 9.35	\$ 3366. <sup>00</sup>
3a	Pitt Plastics 40" x 46" 1.1 mil Black	421 N. County Farm Road 505 N. County Farm Road	CS	250	720	\$	\$
OR							
3b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 40 x 46" MIL Spec: 1.1 mil Color: Black	421 N. County Farm Road 505 N. County Farm Road	CS	250	720	\$ 31.45	\$ 22,644. <sup>00</sup>

4a	Pitt Plastics 24" x 23" 0.35 mil Clear	421 N. County Farm Road 505 N. County Farm Road	CS	500	240	\$	\$
OR							
4b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 24" x 23" MIL Spec: .35 mil Color: Clear	421 N. County Farm Road 505 N. County Farm Road	CS	500	240	\$ 7.82	\$ 1876 <sup>80</sup> -
5a	Pitt Plastics 30" x 36" 0.50 mil Clear	421 N. County Farm Road 505 N. County Farm Road	CS	250	360	\$	\$
OR							
5b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 30" x 36" MIL Spec: .5 mil Color: Clear	421 N. County Farm Road 505 N. County Farm Road	CS	250	360	\$ 9.36	\$ 3369 <sup>60</sup> -
6a	Pitt Plastics 40" x 46" 1.1 mil Clear	421 N. County Farm Road 505 N. County Farm Road	CS	100	480	\$	\$
OR							
6b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 40" x 46" MIL Spec: 1.1 mil Color: Clear	421 N. County Farm Road 505 N. County Farm Road	CS	100	480	\$ 14.68	\$ 7046 <sup>40</sup> -
7a	Pitt Plastics 24" x 23" 0.35 mil Gray	501 N. County Farm Road	CS	500	300	\$	\$
OR							
7b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 24" x 23" MIL Spec: .35 mil Color: Gray	501 N. County Farm Road	CS	500	300	\$ 8.15	\$ 2445 <sup>00</sup> -

8a	Pitt Plastics 30" x 36" 0.50 mil Gray	501 N. County Farm Road	CS	250	1200	\$	\$
OR							
8b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 30" x 36" MIL Spec: .5mil Color: Gray	501 N. County Farm Road	CS	250	1200	\$ 9.35	\$ 11,220 <sup>00</sup>
9a	Pitt Plastics 40" x 46" 1.1 mil Gray	501 N. County Farm Road	CS	250	2500	\$	\$
OR							
9b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 40" x 46" MIL Spec: 1.1mil Color: Gray	501 N. County Farm Road	CS	250	2500	\$ 33.03	\$ 82,575 <sup>00</sup>
10a	Pitt Plastics 40" x 46" 3 mil Black	501 N. County Farm Road	CS	250	1200	\$	\$
OR							
10b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 40" x 46" MIL Spec: 3mil Color: Black	501 N. County Farm Road	CS	100	1200	\$ 35.66	\$ 42,792 <sup>00</sup>
11a	Colonial Bag 38" x 58" 22 mic Clear (high density)	421 N. County Farm Road	CS	150	300	\$ 22 <sup>36</sup>	\$ 6708 <sup>00</sup>
OR							
11b	Or Equal (Provide Description) Brand Name: Liner Size: MIL Spec: Color:	421 N. County Farm Road	CS		300	\$	\$

12a	Pitt Plastics 30" x 36" 0.50 mil Black	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CS	250	72	\$	\$
OR							
12b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 30" x 36" MIL Spec: .5 mil Color: Black	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CS	250	72	\$ 9.36	\$ 673 <sup>92</sup>
13a	Pitt Plastics 40" x 46" 1.1 mil Black	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CS	250	72	\$	\$
OR							
13b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 40" x 46" MIL Spec: 1.1 mil Color: Black	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CS	250	72	\$ 31.45	\$ 2364 <sup>40</sup>
14a	Pitt Plastics 24" x 23" 0.35 mil Clear	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CS	500	72	\$	\$
OR							
14b	Or Equal (Provide Description) Brand Name: Colonial Bag Liner Size: 24" x 23" MIL Spec: .35 mil Color: Clear	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CS	500	72	\$ 7.82	\$ 563 <sup>04</sup>
<b>SUBTOTAL GROUP 1</b>							\$ 189,420.96

**GROUP 2: Care Center  
400 N. County Farm Road  
(NO DOCK, LIFT GATE REQUIRED)**

NO.	ITEM	LOCATION	UOM	ROLLS PER CASE	EST QTY	PRICE	EXTENDED PRICE
1a	Colonial Bag 30" x 36" 0.45 mil Clear	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CASE	250	3700	\$ 9.83	\$ 36,371 <sup>00</sup>
OR							
1b	Or Equal (Provide Description) Brand Name: Liner Size: MIL Spec: Color:	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CASE		3700	\$	\$
2a	Colonial Bag 24" x 23" 0.40 mil Clear	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CASE	250	1200	\$	\$
OR							
2b	Or Equal (Provide Description) Brand Name: Colonial Bag MIL Spec: .45 mil Liner Size: 24" x 23" Color: Clear	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CASE	* 500	* <del>1200</del> 600	\$ 10.29	\$ 6174 <sup>00</sup>
3a	Colonial Bag 40" x 46" 1.1 mil Clear	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CASE	250	3000	\$ 34 <sup>70</sup>	\$ 104,100 <sup>-</sup>
OR							
3b	Or Equal (Provide Description) Brand Name: Liner Size: MIL Spec: Color:	400 N. County Farm Road (NO DOCK, LIFT GATE REQUIRED)	CASE		3000	\$	\$
<b>SUBTOTAL GROUP 2</b>							\$ 146,645 <sup>00</sup>
<b>GRAND TOTAL (GROUP 1 + GROUP 2)</b>							\$ 189,420. <sup>96</sup>
<b>GRAND TOTAL</b> (In words) Three hundred thirty-six thousand sixty-five dollars and ninety-six cents.							336,065 <sup>96</sup>



**SECTION 7 - BID FORM SIGNATURE PAGE**

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained.

I acknowledge the receipt of the following addenda.

Addenda No. 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.

Signature on File

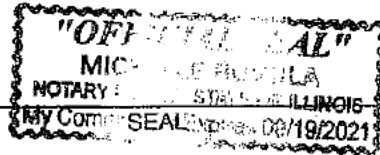
**X** \_\_\_\_\_ CED  
(Signature and Title)

CORPORATE SEAL  
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 10<sup>th</sup> day of May AD, 20 21  
Signature on File

\_\_\_\_\_  
(Notary Public) My Commission Expires: 9/19/21



**SECTION 8 - MANDATORY FORM  
TRASH CAN LINERS 21-036-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	The Standard Companies		
Main Business Address	2601 S. Archer		
City, State, Zip Code	Chicago, IL	60608	
Telephone Number	312/225-2777	Email Address	thestandardcoecs.com
Bid Contact Person	Lee Ann White		

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
  a Member authorized to sign on behalf of the Partnership     
  an Officer of the Corporation     
  a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Rose Bonomo  
 (President or Partner)

George Bonomo  
 (Secretary or Partner)

George Bonomo  
 (Vice-President or Partner)

Rose Bonomo  
 (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Lee Ann White	NAME	Joni Florio
CONTACT		CONTACT	A/R
ADDRESS	2601 S Archer	ADDRESS	2601 S Archer
CITY ST ZIP	Chicago IL 60608	CITY ST ZIP	Chicago IL 60608
TX	312/ 225- 2777	TX	312/ 225- 2777
FX	312/ 225- 2964	FX	312/ 225- 2964
EMAIL	LWhite@thestandard Companies.com	EMAIL	thestandardco@cs.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 2-700 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: Mary.Ventrella@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)



# THE COUNTY OF DUPAGE FINANCE - PROCUREMENT TRASH CAN LINERS 21-036-FM BID TABULATION

		THE STANDARD COMPANIES		WAREHOUSE DIRECT		INTERBORO PACKAGING		UNIPAK		CENTRAL POLY-BAG			
Sample Provided		YES		YES		YES		YES		YES			
<b>GROUP 1 – Facilities Management</b>													
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE		
1a	Pitt Plastics 24" x 23" 0.35 mil Black (500 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 24" x 23" 0.35 mil Black (500 RPC) (Standard) Colonial Bag 24" x 23" 0.35 mil Black (500 RPC) (Warehouse) Colonial Bag 24" x 23" 0.35 mil Black (500 RPC)	CS	240					\$ 8.84	\$ 2,121.60		\$ 12.90	\$ 3,096.00	
1b	Pitt Plastics 30" x 36" 0.50 mil Black (250 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 30" x 36" 0.50 mil Black (250 RPC) (Standard) Colonial Bag 30" x 36" 0.50 mil Black (250 RPC) (Warehouse) Colonial Bag 30" x 36" 0.50 mil Black (250 RPC)	CS	360	\$ 7.82	\$ 1,876.80	\$ 7.83	\$ 1,879.20			\$ 10.00	\$ 2,400.00		
2a	Pitt Plastics 40" x 46" 1.1 mil Black (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Black (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC)	CS	720					\$ 34.84	\$ 25,084.80		\$ 14.80	\$ 5,328.00	
2b	Pitt Plastics 40" x 46" 1.1 mil Clear (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Clear (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC)	CS	720	\$ 31.45	\$ 22,644.00	\$ 31.47	\$ 22,658.40			\$ 31.75	\$ 22,860.00	\$ 42.50	\$ 30,600.00
4a	Pitt Plastics 24" x 23" 0.35 mil Clear (500 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 24" x 23" 0.35 mil Clear (500 RPC) (Standard) Colonial Bag 24" x 23" 0.35 mil Clear (500 RPC) (Warehouse) Colonial Bag 24" x 23" 0.35 mil Clear (500 RPC)	CS	240					NO BID			\$ 12.90	\$ 3,096.00	
4b	Pitt Plastics 30" x 36" 0.50 mil Clear (250 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 30" x 36" 0.50 mil Clear (250 RPC) (Standard) Colonial Bag 30" x 36" 0.50 mil Clear (250 RPC) (Warehouse) Colonial Bag 30" x 36" 0.50 mil Clear (250 RPC)	CS	360	\$ 7.82	\$ 1,876.80	\$ 7.83	\$ 1,879.20			\$ 10.00	\$ 2,400.00		
5a	Pitt Plastics 40" x 46" 1.1 mil Clear (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Clear (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC)	CS	480					\$ 12.48	\$ 4,492.80		\$ 14.90	\$ 5,364.00	
5b	Pitt Plastics 30" x 36" 0.50 mil Gray (250 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 30" x 36" 0.50 mil Gray (250 RPC) (Standard) Colonial Bag 30" x 36" 0.50 mil Gray (250 RPC) (Warehouse) Colonial Bag 30" x 36" 0.50 mil Gray (250 RPC)	CS	360	\$ 9.36	\$ 3,369.60	\$ 9.37	\$ 3,373.20			\$ 10.45	\$ 3,762.00		
6a	Pitt Plastics 40" x 46" 1.1 mil Gray (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Gray (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Gray (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Gray (100 RPC)	CS	480					\$ 18.48	\$ 8,870.40		\$ 19.90	\$ 9,552.00	
6b	Pitt Plastics 40" x 46" 1.1 mil Black (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Black (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC)	CS	480	\$ 14.68	\$ 7,046.40	\$ 14.47	\$ 6,945.60			\$ 14.89	\$ 7,147.20		
7a	Pitt Plastics 24" x 23" 0.35 mil Gray (500 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 24" x 23" 0.35 mil Gray (500 RPC) (Standard) Colonial Bag 24" x 23" 0.35 mil Gray (500 RPC) (Warehouse) Colonial Bag 24" x 23" 0.35 mil Gray (500 RPC)	CS	300					\$ 10.82	\$ 3,246.00		\$ 14.10	\$ 4,230.00	
7b	Pitt Plastics 30" x 36" 0.50 mil Gray (250 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 30" x 36" 0.50 mil Gray (250 RPC) (Standard) Colonial Bag 30" x 36" 0.50 mil Gray (250 RPC) (Warehouse) Colonial Bag 30" x 36" 0.50 mil Gray (250 RPC)	CS	300	\$ 8.15	\$ 2,445.00	\$ 8.16	\$ 2,448.00			\$ 10.00	\$ 3,000.00		
8a	Pitt Plastics 40" x 46" 3 mil Black (50 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 3 mil Black (50 RPC) (Standard) Colonial Bag 40" x 46" 3 mil Black (50 RPC) (Warehouse) Colonial Bag 40" x 46" 3 mil Black (50 RPC)	CS	1200					\$ 12.82	\$ 15,384.00		\$ 15.10	\$ 18,120.00	
8b	Pitt Plastics 40" x 46" 3 mil Gray (50 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 3 mil Gray (50 RPC) (Standard) Colonial Bag 40" x 46" 3 mil Gray (50 RPC) (Warehouse) Colonial Bag 40" x 46" 3 mil Gray (50 RPC)	CS	1200	\$ 9.35	\$ 11,220.00	\$ 9.37	\$ 11,244.00			\$ 10.45	\$ 12,540.00		
9a	Pitt Plastics 40" x 46" 1.1 mil Black (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Black (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC)	CS	2500					\$ 36.82	\$ 92,050.00				
9b	Pitt Plastics 40" x 46" 1.1 mil Gray (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Gray (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Gray (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Gray (100 RPC)	CS	2500	\$ 33.03	\$ 82,575.00	\$ 33.05	\$ 82,625.00			\$ 37.25	\$ 93,125.00	\$ 38.50	\$ 96,250.00
10a	Pitt Plastics 40" x 46" 3 mil Black (50 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 3 mil Black (50 RPC) (Standard) Colonial Bag 40" x 46" 3 mil Black (50 RPC) (Warehouse) Colonial Bag 40" x 46" 3 mil Black (50 RPC)	CS	1200					\$ 46.82	\$ 56,184.00				
10b	Pitt Plastics 40" x 46" 3 mil Gray (50 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 3 mil Gray (50 RPC) (Standard) Colonial Bag 40" x 46" 3 mil Gray (50 RPC) (Warehouse) Colonial Bag 40" x 46" 3 mil Gray (50 RPC)	CS	1200	\$ 89.15	\$ 106,980.00	\$ 89.20	\$ 107,040.00			\$ 80.00	\$ 96,000.00	\$ 102.00	\$ 122,400.00
11a	Colonial Bag 38" x 58" 22 mil Clear (high density) (150 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 38" x 58" 22 mil Clear (150 RPC) (Central Poly) Central Poly 38" x 58" 22 mil Clear (150 RPC) (Interboro) Pitt 38" x 58" 22 mil Clear (150 RPC)	CS	300	\$ 22.36	\$ 6,708.00	\$ 22.37	\$ 6,711.00						
11b	Pitt Plastics 30" x 36" 0.50 mil Black (250 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 30" x 36" 0.50 mil Black (250 RPC) (Standard) Colonial Bag 30" x 36" 0.50 mil Black (250 RPC) (Warehouse) Colonial Bag 30" x 36" 0.50 mil Black (250 RPC)	CS	72					\$ 26.48	\$ 7,944.00	\$ 21.50	\$ 6,450.00	\$ 21.60	\$ 6,480.00
12a	Pitt Plastics 40" x 46" 1.1 mil Black (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Black (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC)	CS	72					\$ 12.48	\$ 898.56		\$ 16.00	\$ 1,152.00	
12b	Pitt Plastics 40" x 46" 1.1 mil Clear (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Clear (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC)	CS	72	\$ 9.36	\$ 673.92	\$ 9.37	\$ 674.64			\$ 10.45	\$ 752.40		
13a	Pitt Plastics 40" x 46" 1.1 mil Black (250 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Black (250 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Black (250 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Black (250 RPC)	CS	72					\$ 34.84	\$ 2,508.48				
13b	Pitt Plastics 40" x 46" 1.1 mil Black (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Black (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Black (100 RPC)	CS	72	\$ 31.45	\$ 2,264.40	\$ 31.47	\$ 2,265.84			\$ 12.75	\$ 918.00	\$ 39.75	\$ 2,862.00
14a	Pitt Plastics 24" x 23" 0.35 mil Clear (500 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 24" x 23" 0.35 mil Clear (500 RPC) (Standard) Colonial Bag 24" x 23" 0.35 mil Clear (500 RPC) (Warehouse) Colonial Bag 24" x 23" 0.35 mil Clear (500 RPC)	CS	72					\$ 10.48	\$ 754.56		\$ 17.00	\$ 1,224.00	
14b	Pitt Plastics 40" x 46" 1.1 mil Clear (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Clear (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC)	CS	72	\$ 7.82	\$ 563.04	\$ 7.83	\$ 563.76			\$ 10.00	\$ 720.00		
<b>GROUP 2 – Care Center</b>													
15a	Colonial Bag 30" x 36" 0.45 mil Clear (250 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 30" x 36" 0.45 mil Clear (250 RPC) (Central Poly) Central Poly 30" x 36" 0.45 mil Clear (250 RPC) (Interboro) Pitt 30" x 36" 0.45 mil Clear (250 RPC)	CS	3700	\$ 9.83	\$ 36,371.00	\$ 9.85	\$ 36,445.00						
15b	Pitt Plastics 40" x 46" 1.1 mil Clear (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Clear (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC)	CS	3700					\$ 12.48	\$ 46,176.00	\$ 9.95	\$ 36,815.00	\$ 16.20	\$ 59,940.00
16a	Colonial Bag 24" x 23" 0.40 mil Clear (250 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 24" x 23" 0.40 mil Clear (250 RPC) (Central Poly) Central Poly 24" x 23" 0.40 mil Clear (250 RPC) (Standard) Colonial Bag 24" x 23" 0.40 mil Clear (250 RPC) (Warehouse) Colonial Bag 24" x 23" 0.40 mil Clear (250 RPC)	CS	1200					\$ 10.31	\$ 12,372.00				
16b	Pitt Plastics 40" x 46" 1.1 mil Clear (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Clear (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC)	CS	1200	\$ 10.29	\$ 12,348.00			\$ 6.34	\$ 7,608.00	\$ 16.95	\$ 20,340.00	\$ 15.90	\$ 19,080.00
17a	Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Clear (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC)	CS	3000	\$ 34.70	\$ 104,100.00	\$ 34.73	\$ 104,190.00						
17b	Pitt Plastics 40" x 46" 1.1 mil Clear (100 RPC) Or Equal (Provide Description) (Unipak Corp.) UPC 40" x 46" 1.1 mil Clear (100 RPC) (Standard) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC) (Warehouse) Colonial Bag 40" x 46" 1.1 mil Clear (100 RPC)	CS	3000					\$ 44.72	\$ 134,160.00	\$ 38.50	\$ 115,500.00	\$ 42.00	\$ 126,000.00
<b>GRAND TOTAL</b>				\$ 406,427.96		\$ 406,688.04		\$ 411,976.00		\$ 428,491.60		\$ 514,774.00	

**NOTES**

- Price values have been corrected to accommodate for different rolls per case.
- THE STANDARD COMPANIES total correction for GRAND TOTAL: \$406,427.96.
- WAREHOUSE DIRECT total correction for GRAND TOTAL: \$406,688.04.
- INTERBORO PACKAGING total correction for GRAND TOTAL: \$411,976.00.
- CENTRAL POLY-BAG total correction for GRAND TOTAL: \$514,774.00.

Bid Opening 05/21/2021 2:00 pm	NE, DW
Invitations Sent	10
Total Vendors Requesting Documents	3
Total Bid Responses	5



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 5/17/24

Bid/Contract/PO #: 21-036-FM

Company Name: <u>The Standard Companies</u>	Company Contact:
Contact Phone: <u>312/225-2777</u>	Contact Email: <u>thestandardco@cs.com</u>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

#### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File \_\_\_\_\_

Printed Name Michelle Rovolo

Title V.P.

Date 5/17/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page    of    (total number of pages)



## Care Center Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

---

**File #:** HS-P-0024-24

**Agenda Date:** 6/18/2024

**Agenda #:** 8.B.

---

AWARDING RESOLUTION ISSUED TO  
EQUIPMENT INTERNATIONAL LIMITED  
FOR ASEPTIC BARRIER WASHER EXTRACTORS  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$260,090.00)

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Equipment International Ltd, for aseptic barrier washer extractors, for the period of June 19, 2024 through November 30, 2024, for DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for aseptic barrier washer extractors, for the period of June 26, 2024 through November 30, 2024 for DuPage Care Center per bid #24-067-FM, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Equipment International Ltd, 8778 Ferris Avenue, Morton Grove, Illinois 60053, for a contract total amount of \$260,090.00.

Enacted and approved this 25th day of June, 2024, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-723	RFP, BID, QUOTE OR RENEWAL #: 24-067-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$260,090.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$260,090.00
	CURRENT TERM TOTAL COST: \$260,090.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Equipment International Ltd.	VENDOR #: 41373	DEPT: Facilities Management	DEPT CONTACT NAME: Nick Jensen
VENDOR CONTACT: Janine Witko	VENDOR CONTACT PHONE: 847-679-2211	DEPT CONTACT PHONE #: 630-784-4435	DEPT CONTACT EMAIL: nicholas.jensen@dupagecounty.gov
VENDOR CONTACT EMAIL: sales@equipment-international.com	VENDOR WEBSITE:	DEPT REQ #: 7455	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Aseptic barrier washer extractors, for the DuPage Care Center, for the period 06/26/24 through 11/30/24, in the amount of \$260,090.00, per bid #24-067-FM. (partially grant funded - \$200,000.00 to be reimbursed, per grant SD230048).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement aseptic barrier washers that are specifically for the cleaning and hygiene needs of the healthcare, aseptic washing machines are equipped with two opposing doors/portholes that allow dirty linen to be loaded on one side and unloaded and sanitized linen to be unloaded on the other, preventing contamination.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

### SECTION 5: Purchase Requisition Information

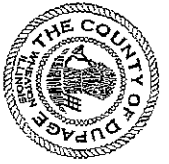
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Equipment International Ltd.	Vendor#: 41373	Dept: DuPage Care Center	Division: Facilities Management
Attn: Janine Witko	Email: sales@equipment-international.com	Attn: Nick Jenson	Email: nicholas.jensen@dupagecounty.gov
Address: 8778 Ferris Avenue	City: Morton Grove	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60053	State: IL	Zip: 60187
Phone: 847-679-2211	Fax: 847-679-2219	Phone: 630-784-4435	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Equipment International Ltd.	Vendor#: 41373	Dept: DuPage Care Center	Division: Facilities Management
Attn: Janine Witko	Email: invoife@equipment-international.com	Attn: Nick Jenson	Email: nicholas.jensen@dupagecounty.gov
Address: 8778 Ferris Avenue	City: Morton Grove	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60053	State: IL	Zip: 60187
Phone: 847-679-2211	Fax: 847-679-2219	Phone: 630-784-4435	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): June 26, 2024	Contract End Date (PO25): November 30, 2024



**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	2	EA	MWB90Z	Aseptic Barrier Washer-Extractors	FY24	1200	2040	54110		130,045.00	260,090.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 260,090.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Aseptic barrier washer extractors, for the DuPage Care Center, for the period 06/26/24 through 11/30/24, in the amount of \$260,090.00, per bid #24-067-FM. (partially grant funded - \$200,000.00 to be reimbursed, per grant SD230048).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. June 18, 2024 Human Services Committee      June 25, 2024 County Board Meeting
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**THE COUNTY OF DUPAGE**  
**FINANCE - PROCUREMENT**  
**ASEPTIC BARRIER WASHERS FOR DUPAGE CARE CENTER**  
**24-067-FM**  
**BID TABULATION**

NO.	ITEM	UOM	QTY	Equipment International Ltd		Pellerin Laundry Machinery Sales Co., Inc.		Loomis Bros. Equipment Co.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Millnor MWB90Z Aseptic Barrier Washer-Extractors	EA	2	\$ 130,045.00	\$ 260,090.00	\$ 142,706.00	\$ 285,412.00	\$ 143,715.00	\$ 287,430.00
<b>GRAND TOTAL</b>					\$ 260,090.00		\$ 285,412.00		\$ 287,430.00

**NOTES**  
 1. Loomis Bros. Equipment Co. was corrected to include the Price of \$143,715.00. The submission included the Extended Price of \$287,430.00, which when divided out resulted in an Item Price of \$143,715.00.

Bid Opening 06/23/24 @ 2:30 PM	DW, BR
Invitations Sent	14
Total Vendors Requesting Documents	0
Total Bid Responses	3

**SECTION 7 - BID FORM PRICING**

All goods shall be shipped F.O.B. Destination, delivered and installed.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Milnor MWB90Z Aseptic Barrier Washer-Extractors	EA	2	\$ 130,045.00	260,090.00
<b>GRAND TOTAL</b>					\$ 260,090.00
<b>GRAND TOTAL</b>					
(In words) Two Hundred Sixty Thousand Ninety Dollars and zero cents					

**SECTION 8 - BID FORM SIGNATURE PAGE**

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

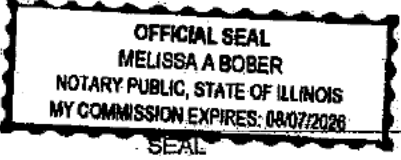
**X** \_\_\_\_\_  
Signature on File  
Director of Operations  
(Signature and Title)

CORPORATE SEAL  
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 13<sup>th</sup> day of May AD, 20 24

Signature on File  
(Notary Public) \_\_\_\_\_ My Commission Expires: 08/07/2026





Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Equipment International	NAME	Equipment International
CONTACT	Janine Witko	CONTACT	Janine Witko
ADDRESS	8778 Ferris Ave	ADDRESS	8778 Ferris Ave
CITY ST ZIP	Morton Grove, IL 60053	CITY ST ZIP	Morton Grove, IL 60053
TX	847-679-2211	TX	847-679-2211
FX	847-679-2219	FX	847-679-2219
EMAIL	sales@equipment-international.com	EMAIL	invoice@equipment-international.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County 421 North County Farm Road Wheaton, IL 60187	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED  
(FREIGHT INCLUDED IN PRICE)



# Illinois Department of Commerce & Economic Opportunity

## Procurement

### Summary

All grants are required to follow procurement standards that are outlined in 2 CFR 200.317 through 2 CFR 200.327 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d>). This document provides an overview of these requirements and can assist your organization with establishing an organization procurement policy and remain in compliance with procurement standards. Noncompliance with procurement standards may result in the return of funds to the agency.

This document provides **suggestions** for your organization's procurement policy to comply with 2 CFR 200.317 through 2 CFR 200.327 to manage your organization's grant program.

### How to Comply

1. All Grantees must have and use documented procurement procedures that are consistent with 2 CFR 200.317 through 327, which is summarized in this document along with suggested aspects of your organization's procurement policy.
2. All procurement processes must be documented. Organizations are encouraged to utilize the procurement policy suggestions outlined in this document. If the organization existing procurement policy does not meet the suggestions described in this document, the policy must be reasonable and in compliance with 2 CFR 200.
3. The Illinois Department of Commerce & Economic Opportunity ("DCEO") may ask for the procurement policy and backup documentation as part of a grant monitoring review. Documentation must be maintained throughout the record retention period, which is defined in the Grant Agreement.

### Summary of Procurement Methods

1. Micro-purchase – 2 CFR 200.320(a)(1)
2. Small purchase – 2 CFR 200.320(a)(2)
3. Sealed bids – 2 CFR 200.320(b)(1)
4. Proposals – 2 CFR 200.320(b)(2)
5. Noncompetitive procurement – 2 CFR 200.320(c)

#### *Micro-purchases – 2 CFR 200.320(a)(1)*

- Purchases that do not exceed the micro-purchase threshold, which is defined in the Federal Acquisition Regulations as \$10,000 (This threshold is subject to change by the federal government. The threshold can be found in the Federal Acquisition Regulation (FAR) at <https://www.acquisition.gov/>).

- As a Grantee, you may establish a threshold higher than the micro-purchase threshold, but you must:
  - Qualify as a low-risk auditee, in accordance with 2 CFR 200.520 for the most recent audit;
  - Perform an annual internal institutional risk assessment to identify, mitigate and manage financial risks; or,
  - For public institutions, a higher threshold may be established consistent with State law.
- Vendor Selection Process – Micro-purchases may be awarded without soliciting competitive price or rate quotations if your organization considers the price to be reasonable.

#### *Small Purchases – 2 CFR 200.320(a)(2)*

- Purchases that do not exceed the Simplified Acquisition Threshold of \$250,000 (This threshold is subject to change by the federal government. The threshold can be found in the Federal Acquisition Regulation (FAR) at <https://www.acquisition.gov/>).
- Vendor Selection Process: Your organization is responsible for following the established procurement policy of your organization that describes the small purchase procedures, which includes, but not limited to:
  - Outreach methods – DCEO suggests performing outreach to at least three businesses for price quote that offer product or service.
  - Acceptable number of responses – DCEO suggests that your organization receives three responses from businesses that offer product or service and if three responses are not received, documentation that outreach was sufficient to receive three responses.
  - Review methods – DCEO suggests that your organization purchases the product or service to the lowest bidder that can offer the sufficient product or service and includes at least two people at the organization that sign off on purchases.

#### *Sealed Bids Purchases – 2 CFR 200.320(b)(1)*

- Sealed Bids Purchases may be used when the value of the procurement exceeds the Simplified Acquisition Threshold of \$250,000 (This threshold is subject to change by the federal government. The threshold can be found in the Federal Acquisition Regulation (FAR) at <https://www.acquisition.gov/>).
- This method includes a public solicitation and a firm fixed-price contract (lump sum or unit price) is awarded to the bidder that conforms with the terms and conditions of the invitation for bids, is the lowest in price.
- The following should be present for a sealed bid in your organization’s procurement policy. DCEO suggests the following be addressed in your organization’s procurement policy:
  - A complete, adequate and realistic specification or purchase description is available.
  - DCEO suggests that three or more responsible bidders are willing and able to compete effectively for the business and if there are not three responses, document that the outreach was sufficient and consistent with procurement policy; and
  - The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- If sealed bids are used, the following requirements apply:



- DCEO suggests that bids be solicited from at least three qualified sources, providing them at least 30 days response time prior to the date set for opening the bids. The invitation must be publicly advertised and DCEO suggests that the following methods include, but not limited to: 1) posting on the company website 2) newspaper posting 3) social media posting or 4) association email lists or 5) other medium that would reasonably attract qualified bidders;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- Any or all bids may be rejected if there is a sound documented reason.

*Proposals – 2 CFR 200.320(b)(2)*

- Proposals may be used when the value of the procurement exceeds the Simplified Acquisition Threshold of \$250,000 (This threshold is subject to change by the federal government. The threshold can be found in the Federal Acquisition Regulation (FAR) and can be found at <https://www.acquisition.gov/>).
- Proposals are generally used when conditions are not appropriate for the use of sealed bids (typically when there are unique skills required).
- Requests for proposals (RFPs) must be publicized and DCEO suggests it is publicized to at least three sources that include but not limited to: 1) posting on the company website 2) newspaper posting 3) social media posting or 4) association email lists or 5) other medium that would reasonably attract qualified bidders;
- Identify all evaluation factors and their relative importance. Proposals must be solicited and DCEO suggests the solicitation is to at least three qualified offerors and provide 30 days response time. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- There must be written methods for conducting technical evaluations of the proposals received and making selections and DCEO suggests that it includes how to evaluate cost and effectiveness and separation of duties in review (supervisor approval of reviews);
- Contracts must be awarded to the responsible offeror whose proposal is most advantageous to your organization, with price and other factors considered; and
- Your organization may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

*Noncompetitive Procurement – 2 CFR 200.320(c)*

- Noncompetitive procurement may be used if one or more of the following circumstances apply. All decisions on pursuing a noncompetitive procurement must be documented and saved throughout the record retention period, which is defined in the grant agreement.
  - The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold
  - The item is available only from a single source;
  - The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
  - The Illinois Department of Commerce & Economic Opportunity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
  - After solicitation of a number of sources that is defined in your procurement policy, competition is determined inadequate.

### **Tips to Remain in Compliance**

- Read 2 CFR 200.317 through 2 CFR 200.327 to understand Procurement Standards - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d>.
- Create a documented procurement policy that uses 2 CFR 200.317 through 2 CFR 200.327 as a guide and follows requirements in this document as minimum requirements.
- Thresholds are subject to change by the federal government. The threshold can be found in the Federal Acquisition Regulation (FAR) and can be found at <https://www.acquisition.gov/>.
- Avoid conflicts of interest and related-party transactions by following your organization policy and saving documentation.
- If you have any questions, reach out to your grant manager for assistance.

## VENDOR ETHICS DISCLOSURE



### Required Vendor Ethics Disclosure Statement

Date: 5 13 24

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <u>Equipment International</u>	Company Contact: <u>Janine Witko</u>
Contact Phone: <u>847-679-2211</u>	Contact Email: <u>Sales@equipment-international.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:  
<http://www.dupagecountycourts.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File \_\_\_\_\_

Printed Name Janine Witko

Title Director of Operations

Date 5 13 24

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**



## Care Center Requisition Under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

---

**File #:** 24-1819

**Agenda Date:** 6/18/2024

**Agenda #:** 8.C.

---



Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1718	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$26,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$26,000.00
	CURRENT TERM TOTAL COST: \$26,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: ARxIUM, Inc.	VENDOR #: 24540	DEPT: DuPage Care Center	DEPT CONTACT NAME: Jonathan Klimek
VENDOR CONTACT:	VENDOR CONTACT PHONE: 847-512-0472	DEPT CONTACT PHONE #: 630-784-4275	DEPT CONTACT EMAIL: Jonathan.klimek@dupagecounty.gov
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #: 7453	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Supplies for the FastPak Elite Medication Dispensing Machine, for the Pharmacy, at the DuPage Care Center, for the period August 16, 2024 through August 15, 2025, for a contract total not to exceed \$26,000. Per ILCS 5/5-1022 (c) not suitable for competitive bids.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished ARxIUM, Inc. requires that their supplies be utilized in their equipment. If the supplies are not purchased through ARxIUM, Inc. all warranties and service agreements may be voided.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (C) NOT SUITABLE FOR COMPETITIVE BIDDING
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: ARxIUM, Inc.	Vendor#: 24540	Dept: DuPage Care Center	Division: Pharmacy
Attn:	Email:	Attn: Jonathan Klimek	Email: jonathan.klimek@dupagecounty.gov
Address: 1400 Busch Parkway	City: Buffalo Grove	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60089	State: IL	Zip: 60187
Phone: 847-512-0472	Fax:	Phone: 630-784-4275	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: ARxIUM, Inc.	Vendor#: 24540	Dept: DuPage Care Center	Division: Pharmacy
Attn:	Email:	Attn: Jonathan Klimek	Email: jonathan.klimek@dupagecounty.gov
Address: 52226 Network Place	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60673	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4275	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): August 16, 2024	Contract End Date (PO25): August 15, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Supplies for the FastPak Elite Medication Dispensing Machine	FY24	1200	2085	52200		8,000.00	8,000.00
2	1	EA		Supplies for the FastPak Elite Medication Dispensing Machine	FY25	1200	2085	52200		18,000.00	18,000.00
										Requisition Total	\$ 26,000.00

***FY is required, ensure the correct FY is selected.***

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Supplies for the FastPak Elite Medication Dispensing Machine, for the Pharmacy, at the DuPage Care Center, for the period August 16, 2024 through August 15, 2025, for a contract total not to exceed \$26,000.00, per 55-1022 "Competitive Bids" (c) not suitable for competitive bids.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. June 18, 2024 Human Services Committee
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



# Pouch Device - United States Consumable Order Form

Date: \_\_\_\_\_

Qty	Item #	FastPak Elite	Price
	51022490A	Ribbon (10/case)	\$259.99
	51022406A	Ribbon Cartridge (each)	\$82.80
	RFIDPPL01	<b>Wide</b> Non-Humid Paper (6/case)	\$399.99
	29130020	<b>Wide</b> Humid Proof Paper (6/case)	\$619.49
	29132000	<b>Narrow</b> Non-Humid Paper (6/case)	\$393.99
	29132100	<b>Narrow</b> Humid Proof Paper (6/case)	\$619.49
	51Y22204C	Pre-fill Tray (each)	\$1,574.99
	AB00332-A	Canister Label (460/roll)	\$71.42
	14000010	Brass Brush (each)	\$13.69
	14000030	Car Cream (each)	\$27.99
	40000027C	Desiccant (300/can)	\$93.65
Qty	Item #	FastPak TableTop	Price
	UP600	Thermal Foil 2 1/4" (Dot Matrix) (5/case)	\$159.99
	UP601	Thermal Foil 2 1/4" Poly (5/case)	\$439.56
	UP610	Poly Clear 2-3/8" (5/case)	\$624.52
	UP620	Poly Amber 2-3/8" (5/case)	\$657.53
	UP625	Thermal Transfer Ribbon (5/case)	\$278.00
Qty	Item #	FastPak Verify	Price
	VP00094-A	Blue Pen (10/Pkg)	\$24.99
	51Y22358A	Master Image Tray Yuyama (each)	\$899.99
	51Y22359B	Master Image Tray Panasonic (each)	\$929.99
	AB01345-A	Spooler Reel, Acrylic	\$99.99
Qty	Item #	Barcoding Station Labels	Price
	2M9534	Standard Inventory Label 1.5" x .5"	\$23.02
	2M9535	Mini Inventory Label .75" x .5"	\$29.99
	2M9485	Flag Label 1.5" x .5" with 2.5" x .5" flag tail	\$32.29
	502224-A	Dot Label 3/8" Dot w/in 1" x 1" square	\$15.99
Qty	Item #	RxWorks Workflow/ClinicWorks	Price
	2M9495	WP Term Label Patient Spec Zebra	\$152.99
	2M9533	Workflow/Carousel Patient Label	\$34.88
	2Q1120	Desktop Zebra Printer Label	\$199.99
	AB02005-A	Zebra Mobile Label 3.125"x2"	\$18.94
	AB02505-A	Label Thermal, 3.125X2.00, 8"O	\$55.70

Qty	Item #	Miscellaneous Items	Price
	2A2101	3M Electronic Vacuum Cleaner	\$459.44
	2A2104	Aatrix Hepa Filter.(each)	\$46.99
	2A1327	Boxes - Multi Dose (Large) (225/case)	\$279.66
	2A1326	Boxes - Multi Dose (Medium) (300/case)	\$129.17
	2A1325	Boxes - Multi Dose (Small) (400/case)	\$196.24
	2A1320-A	Boxes - Unit Dose (Small) (1000/case)	\$201.62

Shipping Method	
<input type="checkbox"/>	Ground
<input type="checkbox"/>	Next Day
<input type="checkbox"/>	2 Day
<input type="checkbox"/>	3 Day
<input type="checkbox"/>	Saturday
<input type="checkbox"/>	Cust Acct

ALL PRICES ARE SUBJECT TO CHANGE.  
PRICE DOES NOT INCLUDE SHIPPING AND APPLICABLE TAX.  
RETURNS MAY BE SUBJECT TO A RESTOCKING FEE.

Cust ID: \_\_\_\_\_

<b>Ship To:</b>	
<b>Attn:</b>	
<b>Phone:</b>	
<b>PO:</b>	

<b>Bill To:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Last 4 digits of the credit card # _____ (Consent required)</b>	
- Store my credit card details for future orders <input type="checkbox"/>	
- Do not store my credit card details <input type="checkbox"/>	
<b>Name on Card:</b>	
<b>Exp Date:</b>	

Phone: 888-627-1438  
Fax: 847-808-7871

Email: custadmin@arxium.com

Modification: 2023-11-06





# Required Vendor Ethics Disclosure Statement

Date: May 13, 2024

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <u>ARXIUM, Inc.</u>	Company Contact: <u>Carrie A. Mainella</u>
Contact Phone: <u>(204) 594-6214</u>	Contact Email: <u>cmainella@arxium.com</u>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Clancy McCarthy

Title Director, Finance

Date May 13, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



# Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

---

**File #:** 24-1820

**Agenda Date:** 6/18/2024

**Agenda #:** 9.A.

---

DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective May 29, 2024

From: 5000  
 Company #

IACAA GRANTS  
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1675	53824		HOUSING ASSISTANCE	\$ 4,000.00	8,153.00	4,153.00	6/3/24
Total				\$ 4,000.00			

To: 5000  
 Company #

IACAA GRANTS  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1675	50000		REGULAR SALARIES	\$ 2,439.00	1,867.21	4,306.21	6/3/24
1675	51010		EMPLOYER SHARE I.M.R.F.	\$ 523.00	136.81	659.81	6/3/24
1675	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 401.00	125.84	526.84	6/3/24
1675	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 637.00	502.36	1,139.36	6/3/24
Total				\$ 4,000.00			

Reason for Request:

To cover additional cost of salaries and wages based on actual hours worked on grant.

Signature on File

Department Head  Signature on File

6/3/24  
 Date  
 6/5/24  
 Date

Activity \_\_\_\_\_  
 (optional)

Chief Financial Officer

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

HS - 6/18/24  
 FIN/CB - 6/25/24





## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

---

**File #:** 24-1821

**Agenda Date:** 6/18/2024

**Agenda #:** 9.B.

---

DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective May 29, 2024

211 ILLINOIS PROGRAM GRANTS

From: 5000  
 Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1765	53801	0000	ADVERTISING	\$ 13,463.00	14,513.00	1,050.00	6/3/24
1765	53806	0000	SOFTWARE & MAINTENANCE	\$ 1,458.00	1,458.33	0.33	6/3/24
Total				\$ 14,921.00			

211 ILLINOIS PROGRAM GRANTS

To: 5000  
 Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1765	50000	0000	REGULAR SALARIES	\$ 11,723.00	0	11,723.00	6/3/24
1765	51010	0000	EMPLOYER SHARE I.M.R.F.	\$ 964.00	0	964.00	6/3/24
1765	51030	0000	EMPLOYER SHARE SOCIAL SECURITY	\$ 873.00	0	873.00	6/3/24
1765	51040	0000	EMPLOYEE MED & HOSP INSURANCE	\$ 1,361.00	0	1,361.00	6/3/24
Total				\$ 14,921.00			

Reason for Request:

Transfer the remaining unspent budget to personnel to reimburse partial payroll for Tariq Khondker to close out the grant.

Signature on File

Department Head

Signature on File

Chief Financial Officer

6/3/24  
 Date  
 6/5/24  
 Date

Activity

211IDPH24  
 (optional)

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

HS - 6/18/24  
 FIN/CB - 6/25/24



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

---

**File #:** 24-1822

**Agenda Date:** 6/18/2024

**Agenda #:** 9.C.

---

6/5/24

DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective January 22, 2024

MAINTENANCE & CAPITAL

From: 1200  
 Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
2040	54010		BUILDING IMPROVEMENTS	\$ 260,090.00	2,872,430.30	2,612,340.30	6/6/24	1200-9100
Total				\$ 260,090.00				

MAINTENANCE & CAPITAL

To: 1200  
 Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
2040	54110		EQUIPMENT AND MACHINERY	\$ 260,090.00	0	260,090.00	6/6/24	1200-9100
Total				\$ 260,090.00				

Reason for Request:

Transfer monies to allow for purchasing Barrier Washers for the DuPage Care Center Laundry, per Bid #24-067-FM. Moving monies into the correct budget line. (\$200,000.00 to be reimbursed per grant)

Signature on File

Department Head

Signature on File

Chief Financial Officer

6/5/24  
 Date  
 6/6/24  
 Date

Activity

(optional)

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

HS - 6/18/24  
 FIN/CB - 6/25/24



## Grant Proposal Notifications

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

---

**File #:** 24-1823

**Agenda Date:** 6/18/2024

**Agenda #:** 9.D.1.

---





# Grant Proposal Notification

GPN Number: 024-24  
(Completed by Finance Department)

Date of Notification: 06/05/2024  
(MM/DD/YYYY)

Parent Committee Agenda Date: 06/18/2024  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/04/2024  
(MM/DD/YYYY)

Name of Grant: DCEO Equipment Replacement Grant

Name of Grantor: Illinois Department of Commerce & Economic Opportunity (DCEO)

Originating Entity: \_\_\_\_\_  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Care Center / Facilities Maintenance

Department Contact: Nicholas Jensen, Facilities Manager x4435  
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 200,000.00

Type of Grant: Project  
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant:  Yes  No

Source of Grant:  Federal  State  Private  Corporate

If Federal, provide CFDA: \_\_\_\_\_ If State, provide CSFA: \_\_\_\_\_



# Grant Proposal Notification

1. Justify the department’s need for this grant.

Replacement of 2 new washers at the DuPage County Convalescent/Care Center "clean area" of the laundry facilities located at 400 N. County Farm Road in Wheaton IL 60187.

2. Based on the County’s Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Community Well-Being:

After the completion of this project, the laundry area will be better able to assist with the care of residents, continue keeping things in a sanitary condition and assist with the control of infectious disease.

3. What is the period covered by the grant?

06/01/2024 to: 11/30/2024  
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. \_\_\_\_\_ and \_\_\_\_\_  
(MM/YY) (Duration)

4. Will the County provide “seed” or startup funding to initiate grant project? (Yes or No)

No

4.1. If yes, please identify the Company-Accounting Unit used for the funding \_\_\_\_\_

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)

5.2. After expenditure of costs (reimbursement-based)

## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \_\_\_\_\_ Percentage covered by grant \_\_\_\_\_

6.1.2. Total fringe benefits \_\_\_\_\_ Percentage covered by grant \_\_\_\_\_

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): \_\_\_\_\_

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? \_\_\_\_\_  
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

## Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term?

6.3.1.2. What Company-Accounting Unit(s) will be used?

6.3.1.3. Total annual salary

6.3.1.4. Total annual fringe benefits

7. Does the grant allow for direct administrative costs? (Yes or No) No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project

7.1.2. Percentage of direct administrative costs covered by grant

7.1.3. What percentage of the grant total is the portion covered by the grant

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 100%

9. Are matching funds required? (Yes or No):

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity?

9.1.2. What is the dollar amount of the County's match?

## Grant Proposal Notification

---

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? \_\_\_\_\_
10. What amount of funding is already allocated for the project?                     \$82,590.00
- 10.1. If allocated, in what Company-Accounting Unit are the funds located?                     1200-2040
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):                     Yes
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?                     \$282,590.00



# Meeting Handout

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

---

**File #:** 24-1875

**Agenda Date:** 6/20/2024

**Agenda #:**

---



Food Pantry Infrastructure Investment Program (DRAFT)

Round 2 (\$500,000 ARPA Interest)					
Agencies Previously <u>NOT</u> Funded in Round 1					
ID#	Agency Name	Application Amount	Quick Description	Notes	Round 1 Funding
1	DuPagePads	\$ 81,300	Ovens, refrigerator, cabinets, sinks, shelving, table	Issues with backup	No
2	Village Baptist Church of Aurora	\$ 5,500	Commercial refrigerator/freezer	Issues with backup	No
3	York Township	\$ 45,194	Van		No
4	York Township	\$ 40,999	Forklift		No
5	York Township	\$ 2,488	Shelves		No
6	York Township	\$ 4,984	Racking		No
7	St. Pius X Conference/St. Vincent de Paul	\$ 784	Laptop		No
8	York Township	\$ 2,213	Card check system		No
12	Highpoint Church Care Centers	\$ 32,370	Commercial fridges/freezers		No
20	Abundant Children and Family Services Agency	\$ 52,000	Cargo Van	Issues with backup	No
21	St. Andrew United Methodist Church	\$ 3,000	Tables, racking, bins	Issues with backup	No
24	REACH Ministries	\$ 34,664	Cargo van	Issues with backup	No
27	Hands of Hope Food Pantry	\$ 60,000	Cargo van, forklift		No
31	Roselle Community Food Pantry	\$ 13,000	Refrigerator, freezer, computers	Issues with backup	No
32	Bloomingtondale Township Food Pantry	\$ 98,690	Walk-in cooler, backup generator		No
40	Addison Township	\$ 80,000	Refrigerators, freezers, Chevy truck, technology	Issues with backup	No
<b>16 items at a Total Cost of:</b>		<b>\$ 557,185</b>			

Round 2 (\$500,000 ARPA Interest)					
Agencies Previously <u>Funded</u> in Round 1					
ID#	Agency Name	Application Amount	Quick Description	Notes	Round 1 Funding Amount*
9	HCS Family Services	\$ 76,015	Refrigerated van		\$ 29,050
10	Bensenville Wood Dale Food Pantry	\$ 8,000	Conveyer system	Issues with backup	\$ 109,251
11	Wayne Township	\$ 98,450	Electrical modifications	Ineligible	\$ 7,960
13	Salvation Army Oakbrook Terrace	\$ 6,500	Trailer	Issues with backup	\$ 13,105
14	Neighborhood Food Pantries, Glendale Heights	\$ 37,953	Walk-in Cooler		\$ 23,255
15	Interfaith Food Pantry, Inc.	\$ 3,928	Storage racks and tables		\$ 9,669
16	Interfaith Food Pantry, Inc.	\$ 3,660	Refrigerator		\$ 9,669
17	The Outreach House	\$ 45,206	Awning, lift, garage door, tablets, computer	Partially ineligible	\$ 25,588
18	Loaves & Fishes	\$ 48,728	Forklift	Issues with backup/quote	\$ 31,407
19	Glen House Food Pantry	\$ 2,805	Computers and equipment		\$ 91,715
22	Wayne Township	\$ 18,000	Database management system	Issues with backup	\$ 7,960
23	Wayne Township	\$ 2,000	Computers	Partially ineligible	\$ 7,960
25	West Suburban Community Pantry	\$ 51,175	Computers, tech updates, pallet lift	Issues with backup	\$ 86,117
26	Wayne Township	\$ 12,000	Refrigerator/freezer, electric wiring, outlet	Missing quote on electrical	\$ 7,960
28	Wayne Township	\$ 78,000	Electrical work; generator	Need FM review/Ineligible	\$ 7,960



Food Pantry Infrastructure Investment Program (DRAFT)

Round 2 (\$500,000 ARPA Interest)						
Agencies Previously Funded in Round 1						
29	Lisle Township	\$	25,500	Freezers	Issues with backup	\$ 108,491
30	Lisle Township	\$	13,200	Refrigerators	Issues with backup	\$ 108,491
33	Lisle Township	\$	4,300	Shelving	Issues with backup	\$ 108,491
34	Lisle Township	\$	1,700	Industrial scale	Issues with backup	\$ 108,491
35	People's Resource Center	\$	27,348	Food pantry software, database management	Linked to Round 1	\$ 145,565
36	People's Resource Center	\$	8,212	Refrigerator, freezer	Linked to Round 1	\$ 145,565
37	People's Resource Center	\$	8,690	Electrical work for appliances	Ineligible	\$ 145,565
38	People's Resource Center	\$	742	Bins, racking	Linked to Round 1	\$ 145,565
39	People's Resource Center	\$	7,551	Increased truck cost, truck advertising/wrapping	Linked to Round 1/Ineligible	\$ 145,565
41	Lisle Township	\$	6,800	Translation devices	Issues with backup	\$ 108,491
42	Lisle Township	\$	15,300	Pallet lift	Issues with backup	\$ 108,491
43	Lisle Township	\$	8,700	Smaller pallet lifts	Issues with backup	\$ 108,491
44	ICNA Relief	\$	20,000	Pallet truck, refrigerator, cart, shelving	Issues with backup	\$ 79,500
45	Downers Grove FISH	\$	8,900	Pallets, increased amt for van, portable refrigerators	Linked to Round 1	\$ 50,000
46	Downers Grove FISH	\$	3,198	Laptops		\$ 50,000
<b>30 items at a Total Cost of:</b>		<b>\$</b>	<b>652,562</b>			

ROUND 2 SUMMARY	
Agencies Previously <u>NOT</u> Funded in Round 1	557,185.10
Agencies Previously <u>Funded</u> in Round 1	652,562.06
<b>Total Round 2 Requests:</b>	<b>1,209,747.16</b>
Amount Budgeted for Round 2:	(500,000.00)
<b>Budget Shortfall for Round 2:</b>	<b>709,747.16</b>

\* The agency Round 1 application amount is duplicated if the agency had multiple applications in Round 2.