



DU PAGE COUNTY

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

Human Services

Final Regular Meeting Agenda

Tuesday, August 15, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR SCHWARZE

5. APPROVAL OF MINUTES

5.A. [23-2730](#)

Human Services Committee - Regular Meeting - Tuesday, August 1, 2023

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0178-23](#)

Acceptance and Appropriation of the HUD 2022 Continuum of Care Planning Grant, Agreement No. IL1841L5T142200, Company 5000, Accounting Unit 1510, \$170,370. (Community Services)

6.B. [FI-R-0183-23](#)

Acceptance and Appropriation of the HUD 2022 Continuum of Care Homeless Management Information System Grant PY24 Agreement No. IL0306L5T142215 Company 5000, Accounting Unit 1480, \$188,556. (Community Services)

6.C. [FI-R-0184-23](#)

Acceptance and Appropriation of the IACAA Employment Barrier Reduction Pilot Program PY2024 Agreement No. FCSCG05509, Company 5000 - Accounting Unit 1675, \$45,600. (Community Services)

7. DUPAGE CARE CENTER - JANELLE CHADWICK

7.A. [HS-P-0066-23](#)

Recommendation for the approval of a contract purchase order to Joerns Healthcare, LLC, for rental of fluid immersion simulation mattress system for beds, for the DuPage Care Center, for the period September 8, 2023 through September 7, 2024, for a contract total amount not to exceed \$36,600, per bid #23-087-DCC. (DuPage Care Center)

- 7.B. [HS-P-0067-23](#)
Recommendation for the approval of a contract purchase order to Cardinal Health, Inc., for primary pharmaceuticals for in and out patient pharmacy services, for the DuPage Care Center, for the period September 1, 2023 through August 31, 2025, for a contract total not to exceed \$4,800,000; contract pursuant to State of IL Contract #22-416CMS-BOSS4-P-33618. (DuPage Care Center)
- 7.C. [23-2732](#)
Recommendation for the approval of a contract purchase order to Direct Supply, Inc., for Joerns replacement bed parts, for the DuPage Care Center, for the period of September 5, 2023 through September 4, 2024, for a total contract amount not to exceed \$28,800; per quote #23-090-DCC. (DuPage Care Center)
- 7.D. [23-2733](#)
HHS-P-0289A-22 - Amendment to Resolution HHS-P-0289-22, issued to Sysco Chicago, Inc., for primary food, supplies and chemicals for the DuPage Care Center and campus cafes at the JTK Administration Building and the Judicial Office Facilities, for a change order to increase the contract in the amount of \$270,210, resulting in a new total contract amount not to exceed \$1,139,378, an increase of 31.09%. (DuPage Care Center)

8. BUDGET TRANSFERS

- 8.A. [23-2734](#)
Budget Transfer to transfer funds from Regular Salaries (5000-1430/50000) to Flexible Benefit Earnings (5000-1430/51050) to cover greater than expected Flex Benefit expenses incurred - \$500. (Community Services/Weatherization)
- 8.B. [23-2735](#)
Budget Transfer to transfer funds from Regular Salaries (5000-1400/50000) to Flexible Benefit Earnings (5000-1400/51050) to cover greater than expected Flex Benefit expenses incurred - \$200. (Community Services/Weatherization)
- 8.C. [23-2736](#)
Budget Transfer to transfer funds from Building Improvements (1200-2040/54010) to Repair & Maintenance - Facilities (1200-2040/53300) for fire damper inspection for the Care Center, per IDPH - \$20,000. (Community Services - Care Center)

9. TRAVEL

- 9.A. [23-2737](#)
Travel Request for Administrator of Intake and Referral to attend the Weatherization Coordinator training put on by DECO to better understand the weatherization process, program planning, budgeting and weatherization job development, in Champaign, Illinois, from October 23, 2023 to October 27, 2023. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems, for approximate total of \$880. 100% Weatherization Grant funded. (Community Services)

10. CONSENT ITEMS

- 10.A. [23-2738](#)
Benevate, Inc. dba Neighborly Software, 5888-0001 SERV - This purchase order is decreasing in the amount on \$15,400 and closing due to the contract expiring.
- 10.B. [23-2739](#)
Advacare Systems 5639-0001 SERV - This purchase order is decreasing in the amount of \$18,242.77 due to the purchase order expiring.
- 10.C. [23-2740](#)
Professional Medical & Surgical Supply, Inc. 5518-0001 SERV - This purchase order is decreasing in the amount of \$15,750.00 and closing due to the purchase order expiring.
- 10.D. [23-2741](#)
KCI USA, Inc., 5649-0001 SERV - This purchase order is decreasing in the amount of \$32,678.27 and closing due to the purchase order expiring.
- 10.E. [23-2742](#)
Medsearch Staffing Services dba United Pharmacy 5271-0001 SERV - This purchase order is decreasing in the amount of \$26,385.50 and closing due to the purchase order expiring.
- 10.F. [23-2743](#)
American Bottling Company dba Keurig Dr. Pepper 5908-0001 SERV - This purchase order is decreasing in the amount of \$23,300.00 to offset the Sysco Chicago, Inc. change order increase.
- 10.G. [23-2744](#)
Novastaff Healthcare Services 5758-0001 SERV, This purchase order is decreasing in the amount of \$60,134.00 and closing due to the purchase order expiring.
- 10.H. [23-2745](#)
Maxim Healthcare Services 5759-0001 SERV - This purchase order is decreasing in the amount of \$50,127.75 and closing due to the purchase order expiring.
- 10.I. [23-2746](#)
EZ Way, Inc. 5742-0001 SERV - This purchase order is decreasing in the amount of \$16,238.76 and closing due to the purchase order expiring.
- 10.J. [23-2747](#)
Ecolab, Inc. 5760-0001 SERV - This purchase order is decreasing in the amount of \$13,412.67 and closing due to the purchase order expiring.
- 10.K. [23-2748](#)
Airdo Werwas, LLC 5699-0001 SERV - This purchase order is decreasing in the amount of \$11,422.39 and closing due to the purchase order expiring.

- 10.L. [23-2749](#)
Fox River Foods dba Performance Foodservice Chicago 6330-0001 SERV - This purchase order is decreasing in the amount of \$39,188.92 to offset the Sysco Chicago, Inc. change order increase.
- 10.M. [23-2750](#)
Lakeshore Dairy, Inc. 5988-0001 SERV - This purchase order is decreasing in the amount of \$33,000.00 to offset the Sysco Chicago Inc. change order increase.
- 10.N. [23-2751](#)
Alpha Baking Company 5909-0001 SERV - This purchase order is decreasing in the amount of \$18,000.00, to offset the Sysco Chicago, Inc. change order increase.
- 10.O. [23-2752](#)
AMS Mechanical Systems, Inc. 5489-0001 SERV - This purchase order is decreasing in the amount of \$59,138.55 due to the purchase order expiring.
- 10.P. [23-2753](#)
Change order to extend the DuPage Federation contract end date by 30 days, from September 10, 2023 to October 10, 2023, to allow for RFP #23-072-CS to be completed, awarded, and implemented. No change in contract total.

11. INFORMATIONAL

- 11.A. [JPS-CO-0006-23](#)
Recommendation for the approval of an amendment to Resolution JPS-P-0079A-22, for a change order amending purchase order 5690-0001 SERV, issued to Clear Loss Prevention, Inc., to increase the contract in the amount of \$18,209, resulting in an amended contract total amount not to exceed \$324,148.19, an increase of 5.95%, for the DuPage Care Center. (Office of Homeland Security and Emergency Management/Campus Security)

12. RESIDENCY WAIVERS - JANELLE CHADWICK

13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Care Center Budget Presentation

14. COMMUNITY SERVICES UPDATE - MARY KEATING

15. OLD BUSINESS

16. NEW BUSINESS

17. ADJOURNMENT



Minutes

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

File #: 23-2730

Agenda Date: 8/15/2023

Agenda #: 5.A.



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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Human Services

Final Summary

Tuesday, August 1, 2023

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 Lucy Chang Evans, Member Yeena Yoo, and Member Patty Gustin

Staff in attendance: Joan Olson (Chief Communications Officer) Renee Zerante (Assistant State's Attorney), Donna Weidman (Procurement), Mary Catherine Wells, Jennifer Sinn, Gerald Smith, and Keith Jorstad (Finance), Natasha Belli (Community Services)

PRESENT	DeSart, Galassi, Garcia, and Schwarze
ABSENT	Childress, and LaPlante

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze stated the Small Human Services grant application period ended July 22. There were 72 non-duplicative applications for a total of \$1.5M submitted. All applications may not qualify. Finance staff will review the applications to determine what agencies meet the qualifications. We will have the information and next steps at the next Human Services committee meeting

Member Galassi asked about the agencies and number of applications from each district. Chair Schwarze did not have the agency names, but he did have the numbers per district.

- District 1 \$192,00
- District 2 \$170,000
- District 3 Under \$101,000
- District 4 \$393,000
- District 5 \$450,000
- District 6 under \$113,000

Some agencies, or a large part of them, fell outside of DuPage County. He stated there will need to be some discussion amongst the County Board members. Obviously, districts four and five have more requests over \$175,000 and districts three and six are below the threshold.

There will be more information available at the next Human Services committee meeting. Chair Schwarze asked Vice Chair Garcia to update the committee on a request from the DuPage Senior Citizens Council. Vice Chair Garcia stated the Council reached out to Chair Schwarze, County Board member Liz Chaplin, and her, seeking a space for the Meals on Wheels preparation for Warrenville, Wheaton, Winfield, and West Chicago, to feed about 20,000 people in the area. Working with Facilities, Vice Chair Garcia found a small area that fits their need where the Juvenile Correction Center was. They will ask for about \$30,000 from the County Board on August 8 to complete some repairs, including changing a sink and updating electric. They toured the space last week, which has been vacant for years. The DuPage Senior Citizens Council will be charged a nominal fee of \$10 per year.

5. APPROVAL OF MINUTES

5.A. [23-2513](#)

Human Services Committee - Regular Meeting - Tuesday, July 11, 2023

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0169-23](#)

Acceptance and appropriation of the Illinois Department of Human Services Supportive Housing Program Grant PY24 Inter-Governmental Agreement No. FCSCH00352, Company 5000, Accounting Unit 1760, \$137,747. (Community Services)

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

6.B. [FI-R-0175-23](#)

Acceptance and appropriation of additional funding for the Illinois Department of Human Services (IDHS) Supportive Housing Grant PY23, Agreement No. FCSBH00352, Company 5000, Accounting Unit 1760, from \$137,747 to \$151,563 (an increase of \$13,816). (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

6.C. [FI-R-0170-23](#)

Acceptance and appropriation of additional funding for the Aging Case Coordination Unit Fund PY23, Company 5000, Accounting Unit 1660, \$299,567. (Community Services)

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

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

7.A. [HS-P-0065-23](#)

Recommendation for the approval of a contract purchase order to Lakeshore Dairy, Inc. for fluid dairy, for the DuPage Care Center residents, cafeteria and cafes located in the JTK Administration Building and Judicial Office Facility, for the period September 1, 2023 through August 31, 2024, for a contract not to exceed \$83,000; under bid renewal #22-062-DCC, first of three one-year optional renewals.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

7.B. [23-2514](#)

Recommendation for the approval of a contract purchase order to ARxIUM, Inc., for supplies for the FastPak Elite Medication Dispensing Machine, for the Pharmacy at the DuPage Care Center, for the period August 16, 2023 through August 15, 2024, for a contract total not to exceed \$26,500; per sole source.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi

7.C. [23-2515](#)

HS-CO-0009A-23 - Amendment to Contract 6005-0001 SERV, issued to Lifescan Laboratories of Illinois, for patient phlebotomy and lab services, for the DuPage Care Center, to extend contract through March 19, 2024 and to increase the encumbrance in the amount of \$32,500, for a new contract amount not to exceed \$67,500, an increase of 92.86%.

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

8. TRAVEL

Member DeSart commented all travel is grant funded. Member Galassi asked about the previous discussions regarding giving departments more authority to approve travel requests. Mary Keating replied that Jason Blumenthal from the County Board office is working with the auditor's office regarding the current travel policy. Ms. Keating added that under the County Board jurisdiction, Community Services does at least 75% of all the travel. 99% of the department's travel is grant funded and required to comply with grant requirements. Ms. Keating does not know what changes are being discussed regarding the threshold, if it is a dollar value, or based on instate versus out of state. Members DeSart and Galassi voiced that they feel the department directors should be authorized to make more decisions as to who should be able to travel. Ms. Keating spoke with auditor Bill White and his concern is that our policy accurately reflects what is in the IRS regulations regarding reimbursement for travel/business expenses.

8.A. [23-2516](#)

Travel Request for Housing and Community Development Planner to attend the National Association for County Community and Economic Development (NACCED) Annual Educational conference and Training in Salt Lake City, Utah, from September 18, 2023 through September 21, 2023. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems, for approximate total of \$2,334. 100% Community Development Block Grant funded. (Community Services)

8.B. [23-2517](#)

Travel Request for Weatherization Assessor to attend the Healthy Home Evaluator mandated training in Champaign, Illinois, from August 6, 2023 through August 11, 2023. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$1,699.39. 100% WEX grant funded. (Community Services)

- 8.C. [23-2518](#)
Travel Request for Senior Housing Community Development Planner to attend the annual Housing Action Illinois Conference in Bloomington, Illinois from October 19, 2023 through October 20, 2023. Expenses to include registration, transportation, lodging, and per diems for approximate total of \$633.50. 100% grant funded. (Community Services)
- 8.D. [23-2519](#)
Travel Request for Community Services Director to attend the National Association for County community And Economic Development annual conference and training in Salt Lake County, Utah from September 18, 2023 through September 21, 2023. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$2,279. 100% Community Development grant funded. (Community Services)

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia
AYES:	DeSart, Galassi, Garcia, and Schwarze
ABSENT:	Childress, and LaPlante

9. INFORMATIONAL

- 9.A. [23-2520](#)
GPN 042-23 FY2022 Continuum of Care Program Competition - HMIS, U.S. Department of Housing and Urban Development - \$188,556. (Community Services)
- 9.B. [23-2521](#)
GPN 046-23 DHS Employment Barrier Reduction Program PY24, Illinois Association of Community Action Agencies (IACAA), US Department of Health and Human Services - \$45,600. (Community Services)
- 9.C. [23-2522](#)
GPN 047-23 FY2022 Continuum of Care Program Competition-Planning Grant, U.S. Department of Housing and Urban Development - \$170,370. (Community Services)

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Greg Schwarze
SECONDER:	Paula Garcia
AYES:	DeSart, Galassi, Garcia, and Schwarze
ABSENT:	Childress, and LaPlante

10. RESIDENCY WAIVERS - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, stated there are ten male beds and twenty-one female beds available at the DuPage Care Center. Five beds have been offered to DuPage County residents so no county residents will be displaced by accepting these two applicants.

Out of County Residency Waiver One

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

Out of County Residency Waiver Two

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

The DuPage Care Center is seeing some Rhinovirus cases. The Care Center has two units under isolation due to the virus, 1N and 2E, by recommendation of the DuPage County Health Department. On the isolated units staff are required to wear masks, and full PPE around residents testing positive for the virus. Symptoms are similar to covid: sinus issues, runny nose, coughing, and shortness of breath.

Since covid they do respiratory panels more often, which is how the Rhinovirus was discovered. The Care Center Annual Fall Festival is coming up on September 16 and will be virtual once again. The festival will include the sale of apple slices, cake rolls, apple butter, mums, and a resident art sale. There will be a raffle for quilts, baskets, and gift certificates. The virtual Fall Festival has been very successful and much less labor intensive then the in-person festival, actually resulting in more funds for the residents and various programs.

12. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, gave an update on the Oak Brook Terrace fire, stating the majority of residents had renters' insurance. According to the Red Cross, all residents have their immediate needs for short term housing met. On Monday, July 31, Community Services provided 211 information to the management company, both in physical flyers and a PDF to email to residents. One of the Intake & Referral Specialists also attended in person. She talked to one resident and connected her with resources the county has available. Ms. Keating suggested members refer constituents needing assistance call the 211 Support Services line for help.

Support through the Community Services Block Grant (CSBG) funds can provide security

deposit and the first month's rent for income eligible households. The DuPage Social Services Association (DSSA) is Community Services' own 501C-3 charitable fund and is funded 95% from employee contributions. The DSSA can provide gift cards for Target and Jewel, clothing vouchers for Repeat Boutique, and referrals to the Sharing Connections, a furniture provider. The Health Department has a trauma response program to assist displaced residents.

Member DeSart stated she discussed distributing a care package for detainees being released from the county jail with Sheriff Mendrick. Her thought is to include a transportation voucher, bottle of water and Community Services' leads. Member Gustin stated she previously worked with an outside agency, passing out postcards with several agency names and contact information. The committee discussed the feasibility of a program. Chair Schwarze suggested they follow up with Mary and Sheriff Mendrick. Vice Chair Garcia added she has been discussing this issue with the State's Attorney's office. Ms. Keating stated the department does have a small number of essential supplies but suggested this service be handled from the jail, as the Community Services department has limited hours of operation.

Ms. Keating presented her 2024 budget request. She stated Community Services operates from twenty different budgets. For the budget requests, she focused on the three non-grant funds. The department manages about \$30M in an average year and with covid, and additional \$105M has been added to the Community Services administration. Asked when the covid funds will fall off, Ms. Keating replied that the majority will be done in 2026, one fund lasts through 2030, and some funds have already been expended.

Ms. Keating stated she will send the budget presentation to the members The presentation is attached hereto and made part of the minutes packet.

Member DeSart left the meeting during the budget presentation at 10:00 a.m. to attend another committee meeting.

Chair Schwarze stated ARPA interest funds were used for the small human services fund for \$1,050,000. He asked the committee how they feel about the continuance of a small agency grant fund and if they should encourage the rest of the board to continue this. The County Board members in attendance discussed a future grant with county funds. Member Galassi was particularly interested in funding for a tutoring program in District 3. Ms. Keating stated through the DuPage Community Transformation Partnership with the DuPage Foundation, there is some significant financial assistance going to Willowbrook Corners, largely for mental health. Ms. Keating added the small grant program was established to be sure the county was not duplicating funds the DuPage Foundation was issuing to agencies. The DuPage Foundation partnership money will probably all be allocated in 2024 due to the ARPA guidelines. Member Galassi would like the process amended if moved forward to have more balance between districts.

Ms. Keating explained the prior Human Services Grant fund, adding some small amounts were given to agencies that did not make a substantial impact. She stated it entails additional staff to manage the grant, which prompted response from the Finance staff at the meeting, as who would manage and staff the administration of a future fund. Ms. Keating added having the County Board members complete the programmatic review takes a burden off the staff.

Chair Schwarze promoted keeping this grant fund going, acknowledging this would rely on the Finance department and questioning how it would affect their budget. He would like this discussed at the Finance and/or County Board meeting. Mary Catherine Wells stated the process extends beyond just Finance, including the auditor's office and the State's Attorney's office. Everyone agreed the vision may be clearer within the next few weeks as they progress through

the current small human services fund.

2024 Community Services Budget Request

[23-2632](#)

2024 Budget Presentation PowerPoint

[23-2633](#)

2024 Budget Presentation Spreadsheets

13. OLD BUSINESS

Chair Schwarze talked about the meeting he had with Mary Keating, Vice Chair Garcia, and the township pantries. The Addison Township and York Township expressed concern with the current program. After the meeting they came to a consensus to take money earmarked for the Northern Illinois Food Bank (NIFB) produce program, and to give it to the townships requesting to buy their own produce. Ms. Keating explained the thought was to give the townships the option to opt out of the NIFB produce program. The townships are already receiving funding directly from the county for their food pantries and those who opt out of the NIFB would receive an additional monetary amount relative to the number of people served, funds allocated from the remaining \$1.75M.

The NIFB contract expires in November with the fiscal year and we will need to decide how to allocate the \$1.75M.

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

With no further business, the meeting was adjourned at 10:30 AM.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi



Finance Resolution

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

File #: FI-R-0178-23

Agenda Date: 8/15/2023

Agenda #: 6.A.

ACCEPTANCE AND APPROPRIATION OF THE
HUD 2022 CONTINUUM OF CARE PLANNING GRANT PY24
AGREEMENT NO. IL1841L5T142200
COMPANY 5000 - ACCOUNTING UNIT 1510
\$170,370

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the U.S. Department of Housing and Urban Development that grant funds in the amount of \$170,370 (ONE HUNDRED SEVENTY THOUSAND, THREE HUNDRED SEVENTY AND NO/DOLLARS) are available to be used to fund costs associated with assisting the Continuum of Care with planning activities; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No IL1841L5T142200 with the U.S. Department of Housing and Urban Development, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment II); 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 of DuPage finds that the need to appropriate said additional 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 Agreement No IL1841L5T142200 (Attachment II) between DuPage County and the U.S. Department of Housing and Urban Development 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 \$170,370 (ONE HUNDRED SEVENTY THOUSAND, THREE HUNDRED SEVENTY AND NO/DOLLARS) be made to establish the HUD 2022 Continuum Of Care Planning Grant, Company 5000 - Accounting Unit 1510, for the period October 1, 2023 through September 30, 2024; 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 22nd day of August, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
HUD 2022 CONTINUUM OF CARE PLANNING GRANT PY24
AGREEMENT NO. IL1841L5T142200
COMPANY 5000 – ACCOUNTING UNIT 1510
\$170,370

REVENUE

41000-0001 - Federal Operating Grant - HUD \$ 170,370

TOTAL ANTICIPATED REVENUE \$ 170,370

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 94,190
51010-0000 - Employer Share I.M.R.F. 7,319
51030-0000 - Employer Share Social Security 7,206
51040-0000 - Employee Med & Hosp Insurance 9,984

TOTAL PERSONNEL \$ 118,699

CONTRACTUAL

53090-0000 - Other Professional Services \$ 37,360
53500-0000 - Mileage Expense 300
53510-0000 - Travel Expense 4,021
53610-0000 - Instruction & Schooling 2,690
53806-0000 - Software Licenses 4,800
53820-0000 - Grant Services 2,500

TOTAL CONTRACTUAL \$ 51,671

TOTAL ADDITIONAL APPROPRIATION \$ 170,370



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Grant Number: IL1841L5T142200
Recipient's Name: DuPage, County Of
Tax ID Number: 36-6006551
Unique Entity Identifier [SAM]: W7KRN7E54898
Federal Award Date: 7/26/2023

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and DuPage, County Of (the “Recipient”). This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2022 (Pub. L. 117-103, approved March 15, 2022);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$170,370, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Total Amount
IL1841L5T142200		10/01/2023 - 9/30/2024	\$170,370
a. Continuum of Care planning activities			\$170,370
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$0
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By: 

Signature on File


(Signature)

Donald Kathan, Director
(Typed Name and Title)

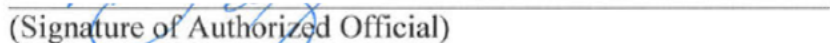
July 26, 2023
(Date)

RECIPIENT

DuPage, County Of
(Name of Organization)

By:

Signature on File


(Signature of Authorized Official)

Mary Keating, Director of Community Services
(Typed Name and Title of Authorized Official)

7/31/23
(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
N/A		

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



Finance Resolution

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

File #: FI-R-0183-23

Agenda Date: 8/15/2023

Agenda #: 6.B.

ACCEPTANCE AND APPROPRIATION OF THE
HUD 2022 CONTINUUM OF CARE
HOMELESS MANAGEMENT INFORMATION SYSTEM GRANT PY24
AGREEMENT NO. IL0306L5T142215
COMPANY 5000 ACCOUNTING UNIT 1480
\$188,556

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the U.S. Department of Housing and Urban Development that grant funds in the amount of \$188,556 (ONE HUNDRED EIGHTY-EIGHT THOUSAND, FIVE HUNDRED FIFTY-SIX AND NO/DOLLARS) are available to be used to fund costs associated with maintaining the "C.R.I.S" program for the Homeless Management Information System; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. IL0306L5T142215 with the U.S. Department of Housing and Urban Development, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment II); 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 of DuPage finds that the need to appropriate said additional 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 Agreement No. IL0306L5T142215 (Attachment II) between DuPage County and the U.S. Department of Housing and Urban Development 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 \$188,556 (ONE HUNDRED EIGHTY-EIGHT THOUSAND, FIVE HUNDRED FIFTY-SIX AND NO/DOLLARS) be made to establish the HUD Homeless Management Information System Grant PY24, Company 5000 Accounting Unit 1480, for period September 1, 2023 through August 31, 2024; 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 22nd day of August, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION OF THE
HUD 2022 CONTINUUM OF CARE
HOMELESS MANAGEMENT INFORMATION SYSTEM GRANT PY24
AGREEMENT NO. IL0306L5T142215
COMPANY 5000 – ACCOUNTING UNIT 1480
\$188,556

REVENUE

41000-0001 - Federal Operating Grant - HUD \$ 188,556

TOTAL ANTICIPATED REVENUE \$ 188,556

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 108,384

51010-0000 - Employer Share I.M.R.F. 8,421

51030-0000 - Employer Share Social Security 8,291

51040-0000 - Employee Med & Hosp Insurance 24,010

TOTAL PERSONNEL \$ 149,106

CONTRACTUAL

53260-0000 - Wireless Communication Svc 1,250

53806-0000 - Software Licenses 21,700

53820-0000 - Grant Services 16,500

TOTAL CONTRACTUAL \$ 39,450

TOTAL ADDITIONAL APPROPRIATION \$ 188,556



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Grant Number: IL0306L5T142215
Recipient's Name: DuPage County Community Services
Tax ID Number: 36-6006551
Unique Entity Identifier [SAM]: W7KRN7E54898
Federal Award Date: 5/23/2023

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and DuPage County Community Services (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2022 (Pub. L. 117-103, approved March 15, 2022);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$188,556, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Total Amount
IL0306L5T142215	12 months	09-01-2023 - 08-31-2024	\$188,556
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$175,392
j. Administrative costs			\$13,164
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			{ Stmt }

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



Signature on File

(Signature)

Donald Kathan, Director

(Typed Name and Title)

May 23, 2023

(Date)

RECIPIENT

DuPage, County Of

(Name of Organization)

By:



Signature on File

(Signature of Authorized Official)

Mary Keating, Director of Community Services

(Typed Name and Title of Authorized Official)

5/23/23

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
N/A	N/A	N/A
↓	↓	↓
↓	↓	↓
↓	↓	↓

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



Finance Resolution

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

File #: FI-R-0184-23

Agenda Date: 8/15/2023

Agenda #: 6.C.

ACCEPTANCE AND APPROPRIATION OF THE
IACAA EMPLOYMENT BARRIER REDUCTION PILOT PROGRAM PY2024
AGREEMENT NO. FCSCG05509
COMPANY 5000 - ACCOUNTING UNIT 1675
\$45,600

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the U.S. Department of Health and Human Services that grant funds in the amount of \$45,600 (FORTY-FIVE THOUSAND, SIX HUNDRED AND NO/DOLLARS) are available to be used to fund costs associated with assisting the Illinois Association of Community Services; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. FCSCG05509 with the U.S. Department of Health and Human Services, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment II); 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 of DuPage finds that the need to appropriate said additional 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 Agreement No. FCSCG05509 (Attachment II) between DuPage County and the U.S. Department of Health and Human Services 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 \$45,600 (FORTY-FIVE THOUSAND, SIX HUNDRED AND NO/DOLLARS) be made to establish the IACAA Employment Barrier Reduction Pilot Program PY2024, Company 5000 - Accounting Unit 1675, for the period September 1, 2023, through June 30, 2024; 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 22nd day of August, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
IACAA EMPLOYMENT BARRIER REDUCTION PILOT PROGRAM - PY24
AGREEMENT NO. FCSCG05509
COMPANY 5000 – ACCOUNTING UNIT 1675
\$45,600

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 45,600

TOTAL ANTICIPATED REVENUE \$ 45,600

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 3,979
51010-0000 - Employer Share I.M.R.F. 308
51030-0000 - Employer Share Social Security 276
51040-0000 - Employee Med & Hosp Insurance 1,037

TOTAL PERSONNEL \$ 5,600

CONTRACTUAL

53824-0000 - Housing Assistance \$ 40,000

TOTAL CONTRACTUAL \$ 40,000

TOTAL ADDITIONAL APPROPRIATION \$ 45,600



PY2024 Employment Barrier Reduction Pilot Agreement

This Agreement is entered into by and between the Illinois Association of Community Action Agencies, a not-for-profit corporation of Illinois, (IACAA) and DuPage County Community Services, a department of an Illinois unit of government, hereinafter known as “Subrecipient.” IACAA and Subrecipient hereby agree as follows:

IACAA and Subrecipient hereby enter into this agreement for the purpose of performing the 2024 DHS Employment Barrier Reduction Pilot Program, hereinafter known as the “Program.” The Program provides funding for supportive services expenses, including but not limited to expenses for homelessness prevention, utilities, transportation/gas, uniforms, tools/equipment, and similarly purposed expenses as designated by IACAA, to SNAP, TANF, and Medicaid recipients and applicants for DHS services who are either identified by the Subrecipient or referred by the local Family and Community Resource Center (FCRC). These services are designed to reduce barriers to gaining employment and to assist customers in securing and maintaining employment. In addition, the Program provides access to resources that allow families to eliminate the need for TANF cash assistance or SNAP assistance and the opportunity to improve their overall financial well-being through employment. IACAA has been selected to be the Administrative Organization for the State of Illinois utilizing the Illinois Community Action Agency network to administer the Program, which is a pilot program.

Amount of Subaward	\$45,600.00
Direct Client Funds	\$40,000.00
Admin/Operating Funds	14.0% of Direct Client Services paid not to exceed \$5,600.00
Source of Funding	Federal Funds; CFDA: 93.558 TANF
Grant Agreement	FCSCG05509
Term of Agreement	Signature date through June 30, 2024

Term:

The term of this Agreement shall commence on the date the agreement is signed by both parties and shall terminate on June 30, 2024.

Purpose:

The Program focuses on individuals and families receiving SNAP, TANF, or Medicaid benefits who experience a barrier or multiple barriers to gaining or retaining employment or who are at risk of housing instability or another emergency situation that would create a further barrier to gaining or retaining employment. This fund would be available to anyone on SNAP, TANF, or Medicaid who would benefit from barrier reduction support.

These funds are intended to provide benefits to clients that complement other benefits received from other sources or for which the client is unable to obtain from other sources.

Obligations of IACAA:

IACAA agrees to the following:

1. IACAA will implement a plan which includes the following components:
 - a. Identification of Subrecipients and methodology of fund allocation,
 - b. Accept and process applications for supportive services by SNAP, TANF, and Medicaid participants through Subrecipients,
 - c. Approve applications for services described and supported by application and verify client eligibility,
 - d. Distribute funds to Subrecipients on a bi-monthly basis based on payment documentation received for the two-week prior in accordance with #5 below,
 - e. Receive payment documentation and supporting documentation from Subrecipients for disbursing of funds,
 - f. Invoice IDHS on a monthly basis with documentation to support disbursements and a reconciliation of funds spent toward funds received of the total grant award,
 - g. Provide documentation, analysis and reporting to DHS in the form of monthly reports on the number and types of applications, approvals, distributions, the geography of where funds were distributed, and through which subrecipient,
 - h. Maintain a master list of all program direct client services provided by Subrecipients.
2. This plan will be a collaborative effort utilizing the plans and input of the subrecipients.
3. IACAA will collect monthly program data based on the requirements of the DHS Workforce office.
4. IACAA will distribute administrative/program funds on a monthly basis based on 14.0% of the payment documentation verified in the month prior in accordance with #5 below.
5. IACAA will receive funds and disburse funds, in accordance with and in amounts not to exceed the requirements or guidelines of the Program, to each participating subrecipient as funds are received from DHS.
6. IACAA will collect monthly expenditure reports to reimburse subrecipients of costs incurred for the program.

7. IACAA will ensure that subrecipients follow GATA rules for reporting.
8. IACAA will conduct virtual meetings with subrecipients on an as-needed basis as deemed effective or desirable by IACAA, in order to provide updates from the workforce office and for subrecipients to share best practices.
9. IACAA will make reasonable efforts to ensure that the subrecipients have the training and technical assistance they need to be effective.
10. IACAA will work with subrecipients to establish approvals of the purchase of gift cards, if applicable.
11. IACAA will provide client benefit tracking and data collection software for subrecipients to enter the required client data and upload payment documentation and other backup documentation.
12. IACAA will meet with the IDHS Workforce Development on a weekly basis and serve as the liaison between the IDHS office and the Subrecipients,
13. IACAA will perform regular program monitoring to assure program goals are on track with all subrecipients and reconcile agency reports to Master List in collaboration with Subrecipient,
14. IACAA will monitor the Subrecipients through participation in desk audits.

Obligations of Subrecipient:

Subrecipient agrees as follows:

1. Ensure that staff involved in the Program fully understand requirements of the program as outlined in the Program Manual and the grant agreement.
2. Ensure all staff involved in the Program have successfully passed a background check and understand the importance of client confidentiality.
3. Provide a budget and work plan for the Program, aligned with the funding award, as Appendix A (Page 7) at the end of this document.
4. Develop community outreach plan to promote the program which includes a detailed description of the program, hours of operation, and eligibility requirements within 1 month of services. All publications/materials must be approved by DHS.
5. Develop a linkage agreement or MOU with other community services agencies, IDHS FCRSs, and other outreach entities available for inspection by IDHS.
6. Develop a referral process that assists program participants with enrollment into other public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP), medical and disability assistance, as well as other resources that address the needs of the population targeted for service.
7. Identify eligible recipients of funding based on the following criteria:
 - a. Currently receiving SNAP, TANF or Medicaid benefits or part of an active SNAP household,
 - b. Eligible to receive SNAP, TANF, or Medicaid benefits and application is pending, or

- c. Able Bodied Adults Without Dependents (ABAWD) who have been kicked off of SNAP due to benefit time limits within the past 9 months.
8. Process payments to service providers for expenses related to services indicated within the Employment Barrier Reduction Program Manual and within the maximum allotments assigned therein not to exceed the approved amount of the approved application.
9. Have safeguards in place to ensure that duplicative services are not provided to the same person through different funding sources through utilization of the State of Illinois STARS tracking system.
10. Enter Direct Client Services in the State of Illinois STARS tracking system and provide reports to IACAA on a monthly basis no later than the 5th of the month following.
11. Have safeguards in place to ensure that no individual receives more than the maximum benefit amount of \$2,000, or \$2,000 per household as may be applicable.
12. Have safeguards in place to ensure that duplicative household expenses are not paid to different individuals of the same household unless prior approval is obtained.
13. Split household expenses in a pro rata amount between all SNAP, TANF, and Medicaid eligible adults residing within the household or automobile expenses between SNAP, TANF and Medicaid eligible adults who share the automobile.
14. Have safeguards in place to ensure the protection of client personal identifying information (PII).
15. Gift cards may be purchased for procuring small items where a check to vendor is not applicable. In those cases:
 - a. Include the request for gift card use within the application.
 - b. After approval, utilize funds to purchase gift card.
 - c. Upload receipt for the purchase of the gift card indicating client ID number.
16. Provide the following required documentation in support of client expenditures: within 2 days of the payment made to client/vendor
 - a. Provide supporting documentation making the case for that expense is directly related to employment or homelessness;
 - b. Itemized receipts, invoices or other forms of expense documentation for all expenses and copy of check or credit card payment;
 - c. Signed payment documentation form.
17. Maintain a record of payments authorized for customer expenses for audit purposes. The record will include, at minimum, an application Form, the applicant(s) name, type of employment expense(s) issued by Subrecipient, stated need and proof of need, the amount(s) of payment issued, entity payment was issued to (including address for which payment is intended if for household expense), and the date issued.
18. Provide requested information needed for fiscal and programmatic monitoring on a monthly basis to IACAA no later than the 10th day of the following month.
19. Otherwise cooperate with IACAA's actions and guidance to effectively perform the obligations of the Program.

20. Provide all service request applications by May 31st,2024 to ensure enough time for payment documentation to be submitted by June 15th, 2024 end of Program year.

Reallocation of Funds:

If Subrecipient is unable or unwilling to meet the requirements of this Agreement, IACAA reserves the right to terminate or amend the Agreement immediately and reallocate funds to another subrecipient. Should the DHS Workforce Office revise the funding and requirements of the program to IACAA, this Agreement with Subrecipient will be modified to reflect the proportional changes based on ratio of direct client funding spent or encumbered at the time.

Amendment to Agreement:

In the event that Subrecipient identifies an increased or decreased need within the program, the amount of award under this Agreement may be amended by a signature of both parties to increase (subject to available funding) or decrease the award amount to reflect the local need. In order to increase the contract amount, Subrecipient must have spent or encumbered 85% of their current contract amount. Any change in direct client amount will increase or decrease the amount of the administrative/operational funds proportionately.

Termination:

Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. IACAA may also terminate this Agreement for cause immediately, if Subrecipient fails to correct failures described by IACAA in a Written Notice to Correct within 10 calendar days of giving Subrecipient such notice (mail, fax or electronic delivery shall constitute written notice). Upon such termination, IACAA will pay Subrecipient a pro-rata amount of the award amount set forth above to compensate Subrecipient for time and approved expenses incurred prior to termination. In the event of early termination, IACAA will have all rights to any materials developed for the Program through the date of termination and Subrecipient shall provide to IACAA all materials as requested by IACAA. In the event that IACAA exercises any form of termination, Subrecipient shall have no further remedy of any type whatsoever against IACAA except pro-rata payment of approved expenses as described in this provision.

Debarment and Suspension (Executive Orders 12549 and 12689):

—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Governing Law and Jurisdiction:

This Agreement is subject to the laws of the State of Illinois, and the parties hereto agree that only the courts of Sangamon County, Illinois shall have jurisdiction to hear and address any disputes that arise heretofore.

Additional Agreements:

In addition to the items above, attached to this agreement is the Grant Agreement No. FCSCG05509 PY2024, the Employment Barrier Reduction Program Manual and the Billing Instructions the contents of which are a part of this agreement.

Liability:

No party shall have liability to the other for actions or efforts made in good faith and consistent with this Agreement. If a party to this Agreement acts in contradiction to this Agreement, the contradicting party shall be liable to the non-contradicting party for all the non-contradicting party's court cost and reasonable attorney fees incurred enforcing or defending this Agreement. This agreement shall be in full force and effect beginning with the date of signatures of both parties through June 30, 2024.

Illinois Association of Community Action Agencies

By: _____

Arturo Puckerin

Its: President and CEO

Date: Click or tap to enter a date.

Subrecipient: Click or tap here to enter text.

By: _____

Click or tap here to enter text.

Its: Executive Director

Date: Click or tap to enter a date.

APPENDIX A (*attach Work Plan from STARS and Budget Plan*)



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0066-23

Agenda Date: 8/15/2023

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
JOERNS HEALTHCARE, LLC
FOR RENTAL OF FLUID IMMERSION SIMULATION MATTRESS SYSTEM
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$36,600.00)

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 Joerns Healthcare, LLC., for rental of fluid immersion simulation mattress system, for the period of September 8, 2023 through September 7, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for rental of fluid immersion simulation mattress system, for the period of September 8, 2023 through September 7, 2024, for the DuPage Care Center per bid #23-087-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Joerns Healthcare, LLC, 2430 Whitehall Park, Charlotte, North Carolina 28273, for a contract total amount of \$36,600.00.

Enacted and approved this 22nd day of August, 2023 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#: 23-2606	RFP, BID, QUOTE OR RENEWAL #: 23-087-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$36,600.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/15/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$146,400.00
	CURRENT TERM TOTAL COST: \$36,600.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Joerns Healthcare, LLC	VENDOR #: 27216	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel.Leonida@dupageco.org
VENDOR CONTACT: Andrew Woolner	VENDOR CONTACT PHONE: 800-966-6662	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupageco.org
VENDOR CONTACT EMAIL: andrew.woolner@joerns.com	VENDOR WEBSITE:	DEPT REQ #: 7407	
<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.). Rental of fluid immersion simulation mattress system for beds, for the DuPage Care Center, for the period 09/08/23 through 09/07/24, for a contract total amount not to exceed \$36,600, per bid #23-087-DCC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Fluid immersion simulation technology creates an optimal immersion and envelopment profile based on measurement and responses to specific patient body mass and contour. This creates a near neutrally buoyant state, by simulating the effects of a body immersed in a fluid medium. This technology provides patients with relief from bed pressure sores.			

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

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

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	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.
MARKET TESTING	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.
AVAILABILITY	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: Joerns Healthcare, LLC	Vendor#: 27216	Dept: DuPage Care Center	Division: Nursing
Attn: Andrew Woolner	Email: andrew.woolner@joerns.com	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: 2430 Whitehall Park	City: Charlotte	Address: 400 N. County Farm Road	City: Wheaton
State: NC	Zip: 28273	State: IL	Zip: 60187
Phone: 800-826-0270 x1705	Fax:	Phone: 630-784-4250	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Joerns Healthcare, LLC	Vendor#: 27216	Dept: DuPage Care Center	Division: Nursing
Attn: Accounts Payable	Email: ap@joerns.com	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: 2430 Whitehall Park	City: Charlotte	Address: 400 N. County Farm Road	City: Wheaton
State: NC	Zip: 28273	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4250	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 8, 2023	Contract End Date (PO25): Sep 7, 2024
Contract Administrator (PO25): Christine Kliebhan			

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		rental of fluid immersion simulation mattress system	FY23	1200	2050	53410		11,700.00	11,700.00
2	1	EA		rental of fluid immersion simulation mattress system	FY24	1200	2050	53410		24,900.00	24,900.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 36,600.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Rental of fluid immersion simulation mattress system for beds, for the DuPage Care Center, for the period 09/08/23 through 09/07/24, for a contract total amount not to exceed \$36,600, per bid #23-087-DCC.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. August 15, 2024 HS Committee August 22, 2023 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.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 DOLPHIN FLUID IMMERSION SIMULATION MATTRESS SYSTEM OR
 EQUAL 23-087-DCC
 BID TABULATION

✓

				Joerns Healthcare LLC			
NO.	ITEM	UOM	QTY	DAILY RATE	MONTHLY RATE	YEARLY RATE	PURCHASE PRICE
1	Dolphin Fluid Immersion Simulation Mattress System	EA	1	\$ 68.86	\$ 2,065.80	\$ 24,789.60	\$ 17,303.56
2	Dolphin Fluid Immersion Simulation Mattress System without Bedframe	EA	1	\$ 45.01	\$ 1,350.30	\$ 16,203.60	\$ 15,670.85
3	Air Fluidized Therapy Bed with Bedframe Manufacture and Model:	EA	1	\$ 45.53	\$ 1,365.90	\$ 16,390.80	\$ 5,082.71
4	Air Fluidized Therapy Bed without Bedframe Manufacture and Model:	EA	1	\$ 21.68	\$ 650.40	\$ 7,804.80	\$ 3,450.00

NOTES

Bid Opening 7/21/2023 @ 2:30 PM	VC, MP
Invitations Sent	18
Total Vendors Requesting Documents	0
Total Bid Responses	1

SECTION 7 - BID FORM PRICING

Any quantities shown are estimated only for bid canvassing purposes. Provide pricing for specified item or equal with and without bedframe.

NO	ITEM	UOM	QTY	DAILY RATE	MONTHLY RATE	YEARLY RATE	PURCHASE PRICE
1	Dolphin Fluid Immersion Simulation Mattress System	EA	1	\$ 68.86	\$ 2,065.80	\$ 24,789.60	\$ 17,303.56
2	Dolphin Fluid Immersion Simulation Mattress System without Bedframe	EA	1	\$ 45.01	\$ 1,350.30	\$ 16,203.60	\$ 15,670.85
3	Air Fluidized Therapy Bed with Bedframe Manufacture and Model:	EA	1	\$ 45.53	\$ 1,365.90	\$ 16,390.80	\$ 5,082.71
4	Air Fluidized Therapy Bed without Bedframe Manufacture and Model:	EA	1	\$ 21.68	\$ 650.40	\$ 7,804.80	\$ 3,450.00

Joerns model #s shown below for both rental & capital.

No	Item	UOM	QTY	Daily Rate	Monthly Rate	Yearly Rate	Purchase Price	Rental Model #s	Capital Model #s
1	Dolphin Fluid Immersion Simulation Mattress System with Bedframe	EA	1	\$ 68.86	\$ 2,065.80	\$ 24,789.60	\$ 17,303.56	DLPH-3582KIT-RNT TRILO36-RNT	DLPH-3582OODMJ-KIT XTOANUG LMXXXX F17TMAL
2	Dolphin Fluid Immersion Simulation Mattress System without Bedframe	EA	1	\$ 45.01	\$ 1,350.30	\$ 16,203.60	\$ 15,670.85	DLPH-3582KIT-RNT	DLPH-3582OODMJ-KIT
3	*Air Fluidized Therapy Bed with Bedframe Manufacture and Model:	EA	1	\$ 45.53	\$ 1,365.90	\$ 16,390.80	\$ 5,082.71	TXCP-3680-RNT TRILO36-RNT	TXPLAL-3680NZ XTOANUG LMXXXX F17TMAL
4	**Air Fluidized Therapy Bed without Bedframe Manufacture and Model:	EA	1	\$ 21.68	\$ 650.40	\$ 7,804.80	\$ 3,450.00	TXCP-3680-RNT	TXPLAL-3680NZ

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 Government Contracting Manager
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 20_____

(Notary Public) My Commission Expires: _____

SEAL

**SECTION 9 - MANDATORY FORM
DOLPHIN FLUID IMMERSION SIMULATION MATTRESS SYSTEM OR EQUAL 23-087-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Joerns Healthcare LLC		
Main Business Address	2430 Whitehall Park Drive		
City, State, Zip Code	Charlotte, NC 28273		
Telephone Number	800-826-0270	Email Address	proposals@joerns.com
Bid Contact Person	Andrew Woolner		

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:

<p>Taylor Smith _____</p> <p align="center">(President or Partner)</p>	<p>_____</p> <p align="center">(Vice-President or Partner)</p>
<p>_____</p> <p align="center">(Secretary or Partner)</p>	<p>_____</p> <p align="center">(Treasurer or Partner)</p>

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, including

Addenda No. __, ____, ____, and ____ issued thereto.

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	Joerns Healthcare LLC	NAME	Joerns Healthcare LLC
CONTACT	Andrew Woolner	CONTACT	Jackie Meeks
ADDRESS	2430 Whitehall Park Drive	ADDRESS	2430 Whitehall Park Drive
CITY ST ZIP	Charlotte, NC 28273	CITY ST ZIP	Charlotte, NC 28273
TX	800-826-0270	TX	800-826-0270
FX		FX	
EMAIL	andrew.woolner@joerns.com	EMAIL	ap@joerns.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 400 North County Farm Road Attn: Annabel Leonida Wheaton, IL 60187 TX: (630) 407-4250		DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-4250 EMAIL: annabel.leonida@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)



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: JOERNS HEALTHCARE LLC	Company Contact: ANDREW WOOLNER
Contact Phone: 800-826-0270	Contact Email: ANDREW.WOOLNER@JOERNS.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 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:

<https://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 ANDREW WOOLNER
 Title GOVERNMENT CONTRACTING MANAGER
 Date 07/18/2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (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-0067-23

Agenda Date: 8/15/2023

Agenda #: 7.B.

AWARDING RESOLUTION
ISSUED TO CARDINAL HEALTH, INC.
FOR PRIMARY PHARMACEUTICALS FOR IN AND OUT PATIENT
PHARMACY SERVICES
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$4,800,000.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement to provide primary pharmaceuticals for in and out patient pharmacy services; and

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and the State of Illinois, the County of DuPage will contract with Cardinal Health, Inc.; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Cardinal Health, Inc., for primary pharmaceuticals for in and out patient pharmacy services, for the period of September 1, 2023 through August 31, 2025, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for primary pharmaceuticals for in and out patient pharmacy services, for the period of September 1, 2023 through August 31, 2025 for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Cardinal Health, Inc., 7000 Cardinal Place, Dublin, Ohio, 43017, for a contract total amount not to exceed \$4,800,000.00; per contract pursuant to the State of Illinois Contract #22-416CMS-BOSS4-P-33518.

Enacted and approved 22nd day of August, 2023 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#: 23-2637	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$4,800,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/15/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$9,600,000.00
	CURRENT TERM TOTAL COST: \$4,800,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Cardinal Health, Inc.	VENDOR #: 22472	DEPT: DuPage Care Center	DEPT CONTACT NAME: Jonathan Klimek
VENDOR CONTACT: Dan Hartl	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-784-4275	DEPT CONTACT EMAIL: jonathan.kliemek@dupageco.org
VENDOR CONTACT EMAIL: dan.hartl@cardinalhealth.com	VENDOR WEBSITE:	DEPT REQ #: 7410	
<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.). Contract purchase order for Primary Pharmaceuticals for in and out patient pharmacy services, for the DuPage Care Center, for the period September 1, 2023 through August 31, 2025, for a total contract amount not to exceed \$4,800,000.00, contract pursuant to State of IL Contract #22-416CMS-BOSS4-P-33618.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To Purchase and supply pharmaceuticals for in patient and out patient pharmacy services at the DuPage Care Center			

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.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. State of IL Contract #22-416CMS-BOSS4-P-33618.
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). 1) Recommendation to approve Contract purchase order for Primary Pharmaceuticals for in and out patient pharmacy services, for the DuPage Care Center, for the period September 1, 2023 through August 31, 2025, for a total contract amount not to exceed \$4,800,000.00, per State of IL Contract #22-416CMS-BOSS4-P-33618. 2) Do not approve Contract purchase order for Primary Pharmaceuticals for in and out patient pharmacy services, for the DuPage Care Center, for the period September 1, 2023 through August 31, 2025, for a total contract amount not to exceed \$4,800,000.00, per State of IL Contract #22-416CMS-BOSS4-P-33618, however, Pharmaceuticals would still need to be purchased to serve the residents of the Care Center for good quality of care, Dispensary of Hope Program and out patient pharmacy, which could mean a loss of revenue.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	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.
MARKET TESTING	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.
AVAILABILITY	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: Cardinal Health, Inc.	Vendor#: 22472	Dept: DuPage Care Center	Division: Pharmacy
Attn: Dan Hartl	Email: dan.hartl@cardinalhealth.com	Attn: Jonathan Klimek	Email: jonathan.klimek@dupageco.org
Address: 7000 Cardinal Place	City: Dublin	Address: 400 N. County Farm Road	City: Wheaton
State: OH	Zip: 43017	State: IL	Zip: 60187
Phone: 614-757-7468	Fax:	Phone: 630-784-4275	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Cardinal Health, Inc.	Vendor#: 22472	Dept: DuPage Care Center	Division: Pharmacy
Attn:	Email:	Attn: Jonathan Klimek	Email: jonathan.klimek@dupageco.org
Address: 5303 Collections Center Drive	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60693	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4275	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): September 1, 2023	Contract End Date (PO25): August 31, 2025
Contract Administrator (PO25): Christine Kliebhan			

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		Pharmaceuticals for in patient drugs	FY23	1200	2085	52300		475,000.00	475,000.00
2	1	EA		Pharmaceuticals for out patient drugs	FY23	1200	2090	52300		125,000.00	125,000.00
3	1	EA		Pharmaceuticals for in patient drugs	FY24	1200	2085	52300		1,900,000.00	1,900,000.00
4	1	EA		Pharmaceuticals for out patient drugs	FY24	1200	2090	52300		500,000.00	500,000.00
5	1	EA		Pharmaceuticals for in patient drugs	FY25	1200	2085	52300		1,425,000.00	1,425,000.00
6	1	EA		Pharmaceuticals for out patient drugs	FY25	1200	2090	52300		375,000.00	375,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 4,800,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for Primary Pharmaceuticals for in and out patient pharmacy services, for the DuPage Care Center, for the period September 1, 2023 through August 31, 2025, for a total contract amount not to exceed \$4,800,000.00, contract pursuant to State of IL Contract #22-416CMS-BOSS4-P-33618.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. August 15, 2023 Human Services Committee August 22, 2023 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 following documents have been attached: W-9 Vendor Ethics Disclosure Statement

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Drugs and Pharmaceuticals
22-416CMS-BOSS4-P-33618

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

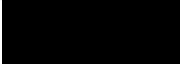
1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page


**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Drugs and Pharmaceuticals
22-416CMS-BOSS4-P-33618

VENDOR

Vendor Name: Cardinal Health 110, LLC	Address (City/State/Zip): 7000 cardinal Place Dublin, OH 43017
Signature: 	Phone: 832-577-5136
Printed Name: Christopher Gersitz	Fax: n/a
Title: VP, LTC & Government Sales	Email: Christopher.gersitz@cardinalhealth.com
Date: 05/18/2022	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 5/25/22
Printed Name: Jane L. Forde, Director	
Official's Title: by Krysti Rinaldi, Assistant Deputy Director	
Legal Signature:	Date:
Legal Printed Name:	
Legal's Title:	
Fiscal Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 21-416CMS-BOSS4-R-72240
- Project Title: JPMC Drugs and Pharmaceuticals
- Contract #: 22-416CMS-BOSS4-P-33618
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-25474
- BidBuy Publication Date: 10/26/21
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for drugs and pharmaceuticals to be purchased on an as-needed basis during the contract period.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units and Qualified Not-For-Profit Agencies as defined in Section 5 of this Contract.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. All items must conform to specifications of the current United States Pharmacopeia (U.S.P.) or National Formulary (N.F.) where applicable and must be so labeled.

1.2.2. The Vendor must be a primary wholesaler with the ability to distribute all drug manufacturer brands. The Vendor must be able to source pharmaceuticals directly from the manufacturer.

1.2.3. Only products of drug and pharmaceutical manufacturers that have applied for and received approval by the U.S. Food and Drug Administration as a manufacturer for drug and drug products for use by State of Illinois institutions will be considered for purchase. The State of Illinois recognizes the official U.S.

The Vendor must allow changes to the State's formularies during the contract period; Vendor must be able to meet the demands of additions of drugs in any formation and dosage.

1.2.4. The Vendor shall always be capable of providing no less than a four (4) week supply of all medications included on the State's formulary or formularies. This requirement will not apply to manufacturer backorders and recalled products.

1.2.5. Repacking of drug and pharmaceutical products must be performed according to the standard manufacturing practices.

1.2.6. The Vendor must provide and maintain a secure internet ordering site that is available to the authorized ordering entities at no additional charge. The site will include, but not be limited to:

1.2.6.1 Disclose on-hand inventories and available quantities of drugs.

1.2.6.2 Disclose Wholesale Acquisition Cost (WAC), Public Health Services (PHS), and Group Purchasing Organization (GPO) price offerings.

- 1.2.6.3 Use coding to indicate unavailable products, preferred products and contract products.
 - 1.2.6.4 Ordering entities will be able to select the manufacturers and products needed. After ordering, the Vendor shall not substitute manufacturers or products without agency approval.
 - 1.2.6.5 Be capable of allowing internet online drug ordering, re-ordering and tracking by class.
 - 1.2.6.6 Allow searches for products: keyword, item number, description, generic name, National Drug Center (NDC), and Universal Product Code (UPC).
 - 1.2.6.7 Be capable of receiving automated messages for reorders via electronic connectivity with automated repacking machines.
 - 1.2.6.8 Provide regular updates of changes to drug prices.
 - 1.2.6.9 Allow the creation and downloading of reports by approved users. The reports shall include the item number, NDC number, drug name, strength, unit of measure, quantities ordered, and total amounts of orders. Time intervals shall be previous month, previous quarter, and annually.
 - 1.2.6.10 Display generic alternatives to brand name drugs and pharmaceuticals.
 - 1.2.6.11 Be capable of producing electronic purchase schedule review and electronic confirmation of orders placed.
 - 1.2.6.12 Be capable of reporting the records or purchases separately by agency and agency section.
 - 1.2.6.13 Be capable of billing and invoicing purchases separately by agency and agency section.
 - 1.2.6.14 Include access passcodes that shall be available to the governmental units and not-for-profits purchasing drugs under this contract.
- Be able to distinguish and maintain accessibility parameters that can limit the rights of users to one location or multiple locations; non-ordering/administrative only, purchasing only, and both; and approval for final purchase.

- 1.2.7. When the Vendor's website does not reflect any quantity on-hand, or quantities listed are insufficient to meet the requirements, the order may be placed with

the manufacturer or another vendor. If this results in increased acquisition costs to the state, the prime vendor will be held fiscally responsible for the difference in price.

- 1.2.8. Bulk orders (generally 1,000+ tablets) of individual drugs must be filled from the same lot and must have an expiration date of a minimum of two (2) years or best dating available from manufacturer. All other drugs shipped must have a minimum expiration date of six (6) months from the date of the order. If the Vendor is unable to meet this requirement, then the vendor must contact the ordering entity to determine if proposed expiration date is acceptable. Vendor will facilitate special dating product requests as requested by State of Illinois based on what is available from the product's manufacturer/supplier.
- 1.2.9. Governmental units and qualified not-for-profit agencies reserve the right to purchase products from other vendors in cases when the manufacturer's direct price would be less than the price provided by the Vendor's (wholesaler) contract. This includes the right to purchase drugs that need to be repackaged in unit dose configuration from alternative vendors that re-package medication.
- 1.2.10. Certain drug and pharmaceutical needs are, or may be, met during the term of the contract by placing orders with other sources. For example, an agency may have contracts or will enter into contracts with health care providers and facilities that will include provision of drugs and pharmaceuticals. Such needs are not automatically covered by this contract.
- 1.2.11. Vendor must allow authorized entities to enroll in and participate in pricing with multiple Group Purchasing Organizations (GPO). Vendor agrees to facilitate contractual pricing resulting from any GPO to which any shipping location is enrolled.
- 1.2.12. The Aids Drug Assistance Program (ADAP) which operates under the Illinois Ryan White Part B Program of the Illinois Department of Public Health has negotiated ADAP crisis task force agreements with national manufacturers for discounted pricing on certain drugs. The Vendor must honor those discounted price points if they are lower than contract pricing. Approximately 95% of the drugs purchased for ADAP are in Category 1 – Antiretrovirals: Protease inhibitors, reverse transcriptase inhibitors and non-nucleoside reverse transcriptase inhibitors (see Attachment DPH ADAP Product List).
- 1.2.13. Under the contract Pharmacy Services Agreement guidelines in the Veteran's Health Care Act of 1992, 42 U.S.C.A. 256(A)4(C), the Illinois Department of Public Health Service (IDPH) is determined to be a "covered entity" for 340B Public Health Service (PHS) pricing. This entitles the IDPH and any other governmental

unit or qualified not-for-profit agency that is considered a “covered entity” under this agreement, to prices no higher than calculated under the Medicaid Act, at U.S.C.A. 1396R-8 (C) (1) and the “best price” definition at 42 U.S.C.A. 139R-8 (C) (1) (C). Under this form of agreement, Vendor may negotiate with the manufacturers for prices lower than the average PHS price.

- 1.2.14. The Vendor must work with the Illinois Department of Human Services (DHS) to ensure a seamless Electronic Data Interface within 30 days of Contract execution. DHS currently uses the RxWorks 11 system. In the event DHS or another agency modifies or changes their systems, the Vendor must work to ensure that the interface is not effected.
- 1.2.15. Vendor is encouraged to develop and utilize the “Punchout” module to process purchase orders through Illinois’ eprocurement system, BidBuy. The punchout may be linked to the Vendor’s order entry system for fulfillment.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. The Vendor must be able to provide pedigrees for all drugs and pharmaceuticals purchased.
- 1.3.2 The Vendor must maintain records as required by the Pharmacy Practice Act 225 ILCS 85, the Rules and Regulations Promulgated for the Administration of the Illinois Pharmacy Act, 68 Illinois Administrative Code 1130 and the Illinois Controlled Substance Act (Rules), 77 Illinois Administrative Code 3100 or subsequent update.
- 1.3.3 The Vendor will be expected to take an active role in communicating the contract and its provisions to using governmental agencies or qualified not-for-profit agencies. However, such communications will generally be initiated by the potential or current using governmental agencies or qualified not-for-profit agencies.
- 1.3.4 The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

NDC#, Quantity, Unit of Measure, 340B/non-340B classification, and Delivery Address.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. The Vendor agrees that neither Vendor nor any staff in its employ will divulge or release any data or information developed or obtained in connection with the performance of this contract unless authorized to do so in writing by the State. The Vendor agrees that all records and other information maintained by the Vendor about persons receiving benefits under this contract are confidential and shall be protected by the Vendor from unauthorized disclosure.

1.4.2. All governmental units, qualified not-for-profit agencies, and the Vendor shall remain compliant with Drug enforcement Administration (DEA) and Food and Drug Administration (FDA) regulations including but not limited to ordering, shipping, and maintenance of inventory. Vendor will ensure that all necessary credentials are verified and active including but not limited to DEA numbers from locations before allowing the placement and delivery of orders.

Vendor must be in compliance with Drug Supply Chain Security Act (DSCSA), including but not limited to authorized trading partners, verification requirements, and product tracing.

1.4.3. Vendor shall have current drug distributor accreditation by the National Association of Boards of Pharmacy (NAPB).

1.4.4 Bidder must be a licensed pharmaceutical wholesaler/distributor and must also be compliant with the Drug Enforcement Agency (DEA) and Federal Drug Administration (FDA) guidelines and must maintain this license during the life of the contract.

1.4.5 The Vendor must be a primary wholesaler with the ability to distribute all drug manufacturer brands. The Vendor must be able to source pharmaceuticals directly from the manufacturer.

1.4.6 Vendor compliance to all contract requirements will be monitored. A "Complaint to Vendor" form will be filed with Department of Central Management Services- Bureau of Strategic Sourcing (BOSS) and the vendor when an infraction occurs. Failure to immediately resolve the complaint may cause contract cancellation.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Deliveries to ordering entities will be made within one (1) business day of receipt of the order if placed by 4:00 p.m. CST unless the item is out of stock at the forwarding distribution center that fills the orders. The ordering entity reserves the right to cancel orders and obtain said products from alternative sources if delivery cannot be made within one (1) business day.
- 1.5.2. Delivery will be made F.O.B. Destination to any location within the State of Illinois. It is the expectation of the State of Illinois that shipping and handling will be provided to the governmental unit or qualified not-for-profit at no additional cost.
- 1.5.3. It is the responsibility of the vendor to ensure that all necessary licensing and regulations are followed and/or established and verification of the 340B identification number (as applicable) of the ordering entity before delivery to any location is allowed.
- 1.5.4 The Department of Public Health will notify the Vendor of the name and shipping address of:
 - 1.5.4.1 The ADAP contracted dispensing pharmacy, along with the IDPH hospital identification number (HIN) for the purchase of drugs.
 - 1.5.4.2 The Immunization Promotion Center Warehouse for STD and TB drugs and pharmaceuticals delivery.
- 1.5.5. The Department of Human Services will notify the Vendor of name and address of the pharmacy locations (currently in Alton, Anna, Centralia, Chester, Chicago, Dixon, Dwight, Elgin, Hines, Kankakee, Springfield, Park Forest and Waukegan) as well as the Bureau of Pharmacy and Clinical Support Services.
- 1.5.6. Vendor must be able to deliver to any governmental unit or qualified not-for-profit within Illinois.
- 1.5.7. Packing lists showing order number provided to Vendor must be furnished with each shipment and must be shown on the outside of each shipping container along with the Vendor name.
- 1.5.8. Deliveries made to State Agencies will be delivered between 9:00 AM and 3:00 PM (Monday through Friday), excluding State holidays, unless pre-approved by the ordering entity.

- 1.5.9. Deliveries made to non-State Agencies will be arranged between the ordering entity and the Vendor.
- 1.5.10. There is no guarantee of quantities for actual orders or usage. Vendor shall furnish all requirements for the Contract period.
- 1.5.11. If Vendor is unable, or anticipates that it will not be able, to fulfill an order in accordance with the requirements of the Contract, Vendor will submit a request to delay order fulfillment to the ordering entity in writing within 72 hours of receipt of the applicable order and will include in such request its best estimate of the duration of the delay and the reasons for the delay. At the ordering entity's discretion, the entity may choose to approve the delay or be relieved from its obligations to purchase any quantities of supplies or equipment in such order and may cancel such quantities effective upon notice to the Vendor. The ordering entity may elect to pursue alternative sources to fulfill the obligations of the canceled order. Vendor shall, at its own cost, use commercially reasonable efforts to remedy any shortage of supply and resume meeting the requirements of the Contract as soon as possible.

1.6. SUBCONTRACTING

Subcontractors are allowed.

- 1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: 1st Choice Delivery

Amount to Be Paid: route work greater than \$50,000

Address: 5481 Brown Ave. St. Louis, MO 63115

Description of Work: deliveries

- Subcontractor Name: Zip Express Courier

Amount to Be Paid: route work greater than \$50,000

Address: 6149 Wedeking Ave. Bldg. C Evansville, IN 47715

Description of Work: deliveries

- Subcontractor Name: United Delivery Service, LTD

Amount to Be Paid: route work greater than \$50,000

Address: 1s376 Summit Ave #1F Oakbrook Terrace, IL 60181

Description of Work: deliveries

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical

service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

- 1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: St. Louis Distribution Center 2840 Elm Point Industrial Drive St. Charles, MO 63301

Value of services performed at this location: Annual FY2020 Spend: \$6,772,415 (Illinois Department of Human Services and Illinois Department of Public Health STD Program)

- Location where services will be performed: Aurora Distribution Center 2353 Prospect Drive Aurora, IL 60502

Value of services performed at this location: Annual FY2020 Spend: \$6,097,299 (Illinois Department of Human Services)

2. PRICING

2.1 **FORMAT OF PRICING: (see attached Exhibit A- Pricing Matrix and 340B Compliance)**

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted by entering the percent discount off the Final Price (WAC*Mark-up or PHS Price*Mark-up) as instructed on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 **EXPENSES ALLOWED:** Expenses are not allowed.

2.4 **DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 **VENDOR'S PRICING:**

2.5.1 The percent discount will remain stable throughout the life of the contract.

2.5.2 Pricing for 340B eligible entities can be no higher than Public Health Services (PHS) pricing.

2.5.3 WAC and PHS Price Lists may be updated and provided to the State for availability with the contract.

2.5.3.1 New drugs enter the market

2.5.3.2 Deletions or discontinued drugs

2.5.3.3 Price adjustments must follow the Economic Adjustment Clause under Section 2.6

2.5.4. Invoice pricing will be the discount percentage applied to the WAC + Mark-up cost for non-340B entities and/or discount percentage applied to the PHS + Mark-up costs for 340B eligible entities, as applicable.

2.5.5. Pricing will include all costs shipped F.O.B. Destination. No additional fees or taxes (federal or otherwise) may be affixed unless accompanied by proof the ordering entity is subject to the tax.

2.5.6. During the contract period, the Vendor is responsible for requesting chargebacks, rebates and discounts from the pharmaceutical manufacturers. Vendor will

recognize and administer manufacturer pricing contracts for pharmaceutical products between the State and any manufacturer (collectively, "Manufacturer Contract") (i) subject to their continued validity in accordance with applicable laws, (ii) provided such manufacturer is a vendor-in-good-standing with Vendor, and (iii) subject to such credit considerations concerning the applicable manufacturers as Vendor considers appropriate. However, if manufacturers' chargebacks for contract items submitted by Vendor are disallowed, uncollectable, or unreconcilable, then the applicable charge will be to bill back to the State.

2.6 ECONOMIC ADJUSTMENT:

2.6.1. Drug and pharmaceutical pricing is anticipated to fluctuate during the contract term. The mark-up percentage added to the WAC and PHS prices shall not be changed throughout the duration of the contract.

2.6.2. The PHS and WAC Price Lists must remain firm for six (6) months after the execution date of the contract.

Thereafter, requested adjustments will be limited to once during any given six (6) month period.

2.6.3. Vendor will provide revised Price List(s) and shall include the following columns in an Excel format: NDC#, Drug Name, Manufacturer Name, Dosage, Strength, Unit of Measure, original WAC/PHS Price, Proposed WAC/PHS Price, Proposed WAC/PHS + Mark-up Price. WAC and PHS Price Lists will be separate.

2.6.4. All adjustment requests shall be made in writing. Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from the Bureau of Strategic Sourcing (BOSS).

2.6.5. In the event a downward adjustment is warranted, the State reserves the right to adjust once during any given six (6) month period for this decrease. It will be the responsibility of the vendor to notify BOSS of any such decrease.

2.6.6. In all cases the Vendor must file a claim for such adjustment prior to the delivery of the goods. In any event, the claim for such adjustment will not apply to release orders executed prior to the date the Bureau of Strategic Sourcing approved the Economic Adjustment request.

2.6.7. If the Vendor has unresolved complaints filed against him for non-delivery or poor quality, the request may be denied until such time as all past complaints are resolved.

For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.7 **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has a term of ten (10) years commencing upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Notwithstanding anything to the contrary that may be contained in the Contract transactional purchase data generated, compiled, or stored by Vendor reflecting the purchase and resale of products to the State ("Sales Data") does not constitute the Confidential Information of the State, and Vendor will be entitled to utilize all such Sales Data in any manner deemed appropriate by it, including, but not limited to, selling and/or otherwise providing such Sales Data to manufacturers and/or other third parties without limitation. Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the

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period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work product created by Vendor specifically for the State under this contract, whether written documents, reports, or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work product, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work product including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract. Notwithstanding anything to the contrary herein, the ideas, concepts, methodologies, processes, data, web-based applications, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the State in furtherance of the performance of the Contract shall remain the property of the Vendor. Vendor grants to the State a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.

4.10 INDEMNIFICATION AND LIABILITY: Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, and agents from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from or relating to any third-party claim, suit, action, investigation or proceeding to the extent arising out of or resulting from the breach of any certification, representation or warranty of Vendor contained in this Contract or directly attributable to the negligent failure of Vendor or Vendor's subcontractor(s) to properly store, handle or distribute the Products; it being understood, however, that Vendor is not the manufacturer of the products and that no indemnification of any type is being provided other than as specifically stated in this paragraph. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks for Vendor's and subcontractor's officers, employees or agents who will enter the State property in performance of the contract. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of

Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: N/A.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper

performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the products furnished under this contract will be distributed by Vendor, and all services provided hereunder will be performed, in compliance with all applicable federal and state laws, regulations, and ordinances. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

4.25.2. Vendor will transfer to the State (on a non-exclusive basis) any representations and warranties made by the manufacturers of the products to the extent that such representations and warranties are assignable by Vendor, and will cooperate with all reasonable requests made by the State to enforce such representations and warranties against such manufacturers. Notwithstanding anything to the contrary herein, Vendor reserves its own rights under such representations and warranties made by such manufacturers and the remedies available to it for any breach of such representations and warranties by the manufacturers.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor’s ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

- 5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
- 5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.
- 5.3. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

Required Federal Clauses, Certifications and Assurances

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

- 5.4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
- 5.6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.7. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.8. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.9. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
- 5.10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

Other (describe)

- 5.11. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

Attachment A

Pricing Matrix & 340B Compliance

Payment Terms*	Cost of Goods Discount
60 DSO	-6.20%
45 DSO	-6.25%
30 DSO	-6.30%

*Payment terms will be reviewed quarterly and adjusted as necessary.

**The COG discount applies to all purchases with the exception of dropships and Apexus generic portfolio contracted items. These exceptions represent less than 1.25% of the annual historical state spend.

Quarterly 340B Compliance Based Pricing Adjustment

Notwithstanding any other provision in the Agreement, if your Qualified Purchases of 340B Merchandise during a given calendar quarter, equals less than seventy percent (70.00%) of your total Qualified Purchases of Merchandise from Cardinal Health under the Agreement during the same quarter (the "Quarterly 340B Compliance"), then Cardinal Health shall adjust your "Base Purchase Price" section above by twenty basis points (0.20%) for each five percent (5.00%) decrease from seventy percent (70.00%) (the "Quarterly 340B Compliance Based Pricing Adjustment"). For clarification purposes, the first +0.20% Quarterly 340B Compliance Based Pricing Adjustment shall apply when Quarterly 340B Compliance falls to sixty-four-point ninety-nine percent (64.99%), with additional Quarterly 340B Compliance Based Pricing Adjustments applicable for every full five percent (5.00%) decrease thereafter when Quarterly 340B Compliance is 59.99%, 54.99%, 49.99% and so forth. Any such Quarterly 340B Compliance Based Pricing Adjustment will be effective as of the first day of the second month following the end of the quarter measured. *(State historical annual 340B compliance average is 78.5%.)*



Required Vendor Ethics Disclosure Statement

Date: 08/02/2023

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>Cardinal Health 110, LLC</u>	Company Contact: <u>Jason Gawlik</u>
Contact Phone: <u>614-757-7468</u>	Contact Email: <u>jason.gawlik@cardinalhealth.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

Printed Name

Kraig Corwin

Title

NVP, Account Management

Date

Aug 2, 2023

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

File #: 23-2732

Agenda Date: 8/15/2023

Agenda #: 7.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#: 23-2657	RFP, BID, QUOTE OR RENEWAL #: 23-090-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$28,800.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/15/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$115,200.00
	CURRENT TERM TOTAL COST: \$28,800.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Direct Supply, Inc.	VENDOR #: 10586	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel.Leonida@dupageco.org
VENDOR CONTACT: Andy Bach	VENDOR CONTACT PHONE: 886-810-0265	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupageco.org
VENDOR CONTACT EMAIL: abach@directsupply.com	VENDOR WEBSITE:	DEPT REQ #: 7408	
<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.). Joerns replacement bed parts for the DuPage Care Center, for the period September 5, 2023 through September 4, 2024, for a total contract amount not to exceed \$28,800.00, per quote #23-090-DCC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement bed parts to maintain and repair the beds in the DuPage Care Center.			

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

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

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	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.
MARKET TESTING	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.
AVAILABILITY	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: Direct Supply, Inc.	Vendor#: 10586	Dept: DuPage Care Center	Division: Nursing
Attn: Andy Bach	Email: abach@directsupply.com	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: 7301 W. Champions Way	City: Milwaukee	Address: 400 N. County Farm Road	City: Wheaton
State: WI	Zip: 53223	State: IL	Zip: 60187
Phone: 866-810-0265	Fax:	Phone: 630-784-4250	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Direct Supply, Inc.	Vendor#: 27216	Dept: DuPage Care Center	Division: Nursing
Attn:	Email:	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: PO Box 88201	City: Milwaukee	Address: 400 N. County Farm Road	City: Wheaton
State: WI	Zip: 53288-0201	State: IL	Zip: 60187
Phone: 866-810-0265	Fax:	Phone: 630-784-4250	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 5, 2023	Contract End Date (PO25): Sep 4, 2024
Contract Administrator (PO25): Christine Kliebhan			

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		replacement bed parts	FY23	1200+	2050	52250		3,900.00	3,900.00
2	1	EA		replacement bed parts	FY24	1200	2050	52250		24,900.00	24,900.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 28,800.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Joerns replacement bed parts for the DuPage Care Center, for the period September 5, 2023 through September 4, 2024, for a total contract amount not to exceed \$28,800.00, per quote #23-090-DCC.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. August 15, 2024 HS Committee August 22, 2023 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.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 JOERNS BED REPLACEMENT PARTS
 23-090-DCC
 QUOTE TABULATION

NO.	ITEM	JOERNS REPLACEMENT PART NO.	UOM	QTY	DIRECT SUPPLY, INC		ALCO SALES & SERVICE CO.	
					PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Bumper, Wire Foam 80"	11012608AL	EA	24	\$ 39.00	\$ 936.00	\$ 38.14	\$ 915.36
2	Kit, Bushing Rivet Replacement	39000052	EA	4	\$ 19.99	\$ 79.96	\$ 17.09	\$ 68.36
3	Kit, Control Box	39000967	EA	4	\$ 265.00	\$ 1,060.00	\$ 297.96	\$ 1,191.84
4	Kit, Cover, Staff Control	39001115	EA	6	\$ 24.00	\$ 144.00	\$ 23.81	\$ 142.86
5	Kit, Hand Pendant Holder	N717	EA	36	\$ 34.00	\$ 1,224.00	\$ 36.05	\$ 1,297.80
6	UCTX Food Board w/o Staff Control	SVC PANEL	EA	8	\$ 85.00	\$ 680.00	\$ 68.21	\$ 545.68
7	Kit, Staff Control, Advanced	39001113	EA	6	\$ 253.00	\$ 1,518.00	\$ 286.44	\$ 1,718.64
8	Main Control Box	39000804	EA	3	\$ 337.00	\$ 1,011.00	\$ 347.47	\$ 1,042.41
9	Class II Power Cord	11012943	EA	12	\$ 52.00	\$ 624.00	\$ 43.88	\$ 526.56
10	PC Board, Basic Staff Control	11011775	EA	6	\$ 193.00	\$ 1,158.00	\$ 223.85	\$ 1,343.10
11	Pendant (U770 bed), Phone Connector	11011474	EA	12	\$ 107.00	\$ 1,284.00	\$ 128.67	\$ 1,544.04
12	Pendant (UCTX bed), advanced	11012840	EA	24	\$ 122.00	\$ 2,928.00	\$ 150.94	\$ 3,622.56
13	Mattress Stop	N517	EA	12	\$ 38.00	\$ 456.00	\$ 38.00	\$ 456.00
14	Pad, Stop, Knee, Leg	11011331	EA	48	\$ 9.50	\$ 456.00	\$ 9.33	\$ 447.84
15	Weldment, Knee Section	24006325AI	EA	2	\$ 275.00	\$ 550.00		
16	Weldment, Foot Section	24006116AI	EA	2	\$ 275.00	\$ 550.00		
16a	Weldment, Foot and Knee Section Kit	39001872	EA	2			\$ 298.41	\$ 596.82
17	Weldment, Back Section	24006114AL	EA	2	\$ 195.00	\$ 390.00	\$ 215.78	\$ 431.56
18	Roller and Hub Kit	39000792	EA	6	\$ 33.00	\$ 198.00	\$ 31.20	\$ 187.20
19	Side Rail Holders	39001040	EA	12	\$ 9.99	\$ 119.88	\$ 9.55	\$ 114.60
20	Kit, Mattress Deck Bearing	39000802	EA	8	\$ 46.00	\$ 368.00	\$ 43.23	\$ 345.84
770 Parts								
21	Staff Controller	11010490	EA	12	\$ 220.00	\$ 2,640.00	\$ 243.12	\$ 2,917.44
22	PC Board, Basic Staff Control	11011775	EA	6	\$ 193.00	\$ 1,158.00	\$ 223.85	\$ 1,343.10
23	770 Footboard w/o Staff Control	SVC PANEL	EA	6	\$ 85.00	\$ 510.00	\$ 68.21	\$ 409.26
					GRAND TOTAL	\$ 20,042.84		\$ 21,208.87

NOTES

Quote Opening 08/02/23 @ 2:30 PM	DW, MP
Invitations Sent	22
Total Vendors Requesting Documents	0
Total Quote Responses	2

VENDOR ETHICS DISCLOSURE FORM



Required Vendor Ethics Disclosure Statement

Date: _____

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>Direct Supply, Inc.</u>	Company Contact: <u>Christine Roberts</u>
Contact Phone: <u>(414) 760-5719</u>	Contact Email: <u>croberts@directs.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- 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

- 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 Sign: _____

Printed Name: Christine Roberts

Title: Director, Political Programs

Date: 8/3/2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**

PRICE

Any quantities shown are estimated only for bid canvassing purposes. Freight charges shall be included in all pricing.

NO.	ITEM	JOERNS REPLACEMENT PART NO.	UOM	QTY	PRICE	EXTENDED PRICE
UCTX Parts						
1	Bumper, Wire Foam 80"	11012608AL	EA	24	\$ 39.00	\$ 936.00
2	Kit, Bushing Rivet Replacement	39000052	EA	4	\$ 19.99	\$ 79.96
3	Kit, Control Box	39000967	EA	4	\$ 265.00	\$ 1060.00
4	Kit, Cover, Staff Control	39001115	EA	6	\$ 24.00	\$ 144.00
5	Kit, Hand Pendant Holder	N717	EA	36	\$ 34.00	\$ 1,224.00
6	UCTX Food Board w/o Staff Control	SVC PANEL	EA	8	\$ 85.00	\$ 680.00
7	Kit, Staff Control, Advanced	39001113	EA	6	\$ 253.00	\$ 1,518.00
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14	Pad, Stop, Knee, Leg	11011331	EA	48	\$ 9.50	\$ 456.00
15	Weldment, Knee Section	24006325AI	EA	2	\$ 275.00	\$ 550.00
16	Weldment, Foot Section	24006116AI	EA	2	\$ 275.00	\$ 550.00
17	Weldment, Back Section	24006114AL	EA	2	\$ 195.00	\$ 390.00
18	Roller and Hub Kit	39000792	EA	6	\$ 33.00	\$ 198.00
19	Side Rail Holders	39001040	EA	12	\$ 9.99	\$ 119.88
20	Kit, Mattress Deck Bearing	39000802	EA	8	\$ 46.00	\$ 368.00
770 Parts						
21	Staff Controller	11010490	EA	12	\$ 220.00	\$ 2,640.00
22	PC Board, Basic Staff Control	11011775	EA	6	\$ 193.00	\$ 1,158.00
23	770 Footboard w/o Staff Control	SVC PANEL	EA	6	\$ 85.00	\$ 510.00
GRAND TOTAL						\$20,042.84

QUOTE SIGNATURE PAGE

JOERNS BED REPLACEMENT PARTS 23-090-DCC

Signature on File

XL

Executive Account Manager

(Signature and Title)

8/3/23

(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	Direct Supply Inc
Main Business Address	7301 W Champions Way
City, State, Zip Code	Milwaukee, WI 53223
Telephone Number	866-810-0265
Email Address	abach@directsupply.com
Bid Contact Person	Andrew Bach



Change Order

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

File #: 23-2733

Agenda Date: 8/15/2023

Agenda #: 7.D.

HHS-P-0289A-22

AMENDMENT TO RESOLUTION HHS-P-0289-22
ISSUED TO SYSCO CHICAGO, INC
FOR PRIMARY FOOD, SUPPLIES AND CHEMICALS
FOR THE DUPAGE CARE CENTER AND CAMPUS CAFES AT
JTK ADMINISTRATION BUILDING AND JUDICIAL OFFICE FACILITY
(INCREASE ENCUMBRANCE \$270,210.00)

WHEREAS, Resolution HHS-P-0289-22 was approved by the DuPage County Board on October 25, 2022; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to County Contract 6111-0001 SERV, issued to Sysco Chicago, Inc., for primary food, supplies and chemicals, for the DuPage Care Center, and campus cafes at JTK Administration Building and Judicial Office Facility, to increase the contract by \$270,210.00 resulting in an amended contract total of \$1,139,378.00, an increase of 31.09%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6111-0001 SERV, issued to Sysco Chicago, Inc., for Primary food, supplies and chemicals, for the DuPage Care Center, and campus cafes at JTK Administration Building and Judicial Office Facility to increase the contract by \$270,210.00 resulting in an amended contract total of \$1,139,378.00, an increase of 31.09%.

Enacted and approved this 22nd day of August, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

HS 8/15
F1+CB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 24, 2023

MinuteTraq (IQM2) ID #: 23-2573

Purchase Order #: 6111-0001	Original Purchase Order Date: Dec 1, 2022	Change Order #: 2	Department: DuPage Care Center
Vendor Name: Sysco Chicago Inc.	Vendor #: 10555	Dept Contact: Mario Plata	
Background and/or Reason for Change Order Request:	Primary food supplies and chemicals for the period 12/01/22 through 11/30/23 Increase contract in the amount of \$270,210.00 to cover purchases through the end of the contract of November 30, 2023. Increase 1200-2025-52210 in the amount of \$197,800.00 Increase 1200-2100-52200 in the amount of \$12,410.00 Increase 1200-2100-52210 in the amount of \$60,000.00		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE	
A	Starting contract value \$869,168.00
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B) \$869,168.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease \$270,210.00
E	New contract amount (C + D) \$1,139,378.00
F	Percent of current contract value this Change Order represents (D / C) 31.09%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 31.09%

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: _____ to: _____

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source change orders to decrease

OTHER - explain below: _____

cdk	4208	Jul 24, 2023	JC	Jul 24, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	8/2/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jul 24, 2023

MinuteTraq (IQM2) ID #: 23-2573

Department Requisition #: 6111-0001SERV

Requesting Department: DuPage Care Center	Department Contact: Mario Plata
Contact Email: mario.plata@dupageco.org	Contact Phone: 630-784-4416
Vendor Name: Sysco Chicago, Inc.	Vendor #: 10555

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase contract in the amount of \$270,210.00 to cover purchases through the end of contract expiration of November 30, 2023.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Primary food supplies and chemicals for the period 12/01/22 through 11/30/23, for the DuPage Care Center, and campus cafes at JTK Administration Building and Judicial Office Facility.

Strategic Impact

Quality of Life

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

This contract needs to be increased due to food and supplies cost has increased by 8%. Since the cafeterias in the 421 and 505 building have been reopened, sales have increased by 83% in the first 6 months of FY23, compared from the first 6 months of FY22.

Source Selection/Vetting Information - Describe method used to select source.

#22-082-DCC

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Approve the increase contract in the amount of \$270,210.00 to cover purchases through the end of contract expiration of November 30, 2023.
- 2) Do not approve the increase contract in the amount of \$270,210.00 to cover purchases through the end of contract expiration of November 30, 2023, however, the DuPage Care Center would still need to order food and supplies to continue to provide meals for the residents to meet all State and Federal guidelines.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

1200-2025-52210 \$197,800.00
 1200-2100-52200 \$12,410.00
 1200-2100-52210 \$60,000.00



Required Vendor Ethics Disclosure Statement

Date: 7/18/23

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>Sysco</u>	Company Contact: <u>Sara Grupe</u>
Contact Phone: <u>847-636-6160</u>	Contact Email: <u>sara.grupe@sysco.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 

Printed Name Sara Grupe

Title Account Manager

Date 7/18/23

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

File #: 23-2734

Agenda Date: 8/15/2023

Agenda #: 8.A.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

WEATHERIZATION 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	
1430	50000		REGULAR SALARIES	\$ 500.00	139,028.04	138,528.04	8/22/23
Total				\$ 500.00			

WEATHERIZATION 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	
1430	51050		FLEXIBLE BENEFIT EARNINGS	\$ 500.00	(214.00)	286.00	8/22/23
Total				\$ 500.00			

Reason for Request:

To cover greater Flex Benefit expense incurred than anticipated.

Signature on File

Department Head

Signature on File

Chief Financial Officer

8/1/23
 Date
 8/14/23
 Date

Activity _____
 (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HHS- 8/15/23
 FIN/CB- 8/22/23



Budget Transfer

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

File #: 23-2735

Agenda Date: 8/15/2023

Agenda #: 8.B.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

WEATHERIZATION 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	
1400	50000		REGULAR SALARIES	\$ 200.00	359,836.54	359,636.54	8/2/23
Total				\$ 200.00			

WEATHERIZATION 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	
1400	51050		FLEXIBLE BENEFIT EARNINGS	\$ 200.00	28.00	228.00	8/2/23
Total				\$ 200.00			

Reason for Request:

To cover greater Flex Benefit expense incurred than anticipated.

Signature on File

Department Head

Signature on File

Chief Financial Officer

8/1/23
 Date
 8/14/23
 Date

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HAS - 8/15/23

FFM/CB - 8/22/23



Budget Transfer

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

File #: 23-2736

Agenda Date: 8/15/2023

Agenda #: 8.C.

**DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May, 2023**

From: 1200
Company #

MAINTENANCE & CAPITAL
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	
2040	54010		BUILDING IMPROVEMENTS	\$ 20,000.00	1,986,690.18	1,966,690.18	7/28/23
			Total	\$ 20,000.00			

To: 1200
Company #

MAINTENANCE & CAPITAL
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	
2040	53300		REPAIR & MTCE FACILITIES	\$ 20,000.00	3,221.00	23,221.00	7/28/23
			Total	\$ 20,000.00			

Reason for Request:

Transfer monies from 2040-54010 for fire damper inspection, per IDPH (Facilities Management handled the quotes)

Signature on File

Department Head

Signature on File

Chief Financial Officer

7/24/23
Date
8/18/23
Date

Activity _____
(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HHS Committee 8/15/23
FIN/CB - 8/22/23



Authorization to Travel

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

File #: 23-2737

Agenda Date: 8/15/2023

Agenda #: 9.A.

OVERNIGHT TRAVEL REQUEST


Valid for ALL overnight travel
Revised 3-14-2017

REQUEST DATE:	4-Aug-23		
NAME:	I	TITLE:	Administrator
DEPARTMENT:	Community Services	ACCOUNT CODE:	5000-1400
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
Weatherization Grant funded authorization to travel: Administrator will attend the Weatherization Coordinator training put on by DECO to better understand the Weatherization process, program planning, budgeting and weatherization job development. Cost includes mileage, tolls, hotel and per diem approx. cost \$880.			
DESTINATION: Champaign, IL			
DATE OF DEPARTURE:	10/23/2023	DATE OF RETURN ARRIVAL:	10/27/2023
(Please include a detailed explanation if different from official business dates)			
Please indicate the estimated amount for each applicable expense.			
REGISTRATION:			\$0.00
TRANSPORTATION:			\$0.00
LODGING			\$395.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)			\$215.00
RENTAL CAR: (explain fully the necessity)			\$0.00
REFERENCE MATERIALS:			\$0.00
MEALS: (Per Diems)			\$270.00
TOTAL			\$880.00

REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: _____ Date: 8/8/23

(Signature) 

Committee Name: _____ Date: _____

County Board: _____ Date: _____

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Change Order

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

File #: 23-2738

Agenda Date: 8/15/2023

Agenda #: 10.A.

Consent
HS 8/15
CB 8/22



Request for Change Order
Procurement Services Division
 Attach copies of all prior Change Orders

Date: Aug 1, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5888	Original Purchase Order Date: Jul 1, 2022	Change Order #: 4	Department: Community Development
Vendor Name: BENEVATE INC dba NEIGHBORLY SOFTWARE		Vendor #: 37839	Dept Contact: AMISH KADAKIA
Background and/or Reason for Change Order Request: Contract expired with unspent balance. Decrease remaining contract balance and close contract.			
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$45,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$45,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$15,400.00)
E	New contract amount (C + D)	\$29,600.00
F	Percent of current contract value this Change Order represents (D / C)	-34.22%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-34.22%

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: _____ to: _____

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source _____

OTHER - explain below: _____

AK	6605	Aug 1, 2023	<i>MX</i>	6457	8/1/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	<i>AKC</i> 8/3/23	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Consent Item

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

File #: 23-2739

Agenda Date: 8/15/2023

Agenda #: 10.B.

Consent
HS 8/15
OB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 27, 2023

MinuteTraq (IQM2) ID #: 23-2574

Purchase Order #: 5639-0001 SERV	Original Purchase Order Date: Mar 1, 2022	Change Order #: 5	Department: DuPage Care Center
Vendor Name: Advacare Systems		Vendor #: 11694	Dept Contact: Nursing
Background and/or Reason for Change Order Request:	This contract is for rental of medical equipment (beds) for the DuPage Care Center for the period March 1, 2022 through February 28, 2023. Decrease line 1, 1200-2050-53410, in the amount of \$16,396.26 Decrease line 3, 1200-2050-53410, in the amount of \$1,846.51 - contract expired		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$175,000.00
B	Net \$ change for previous Change Orders	(\$79,000.00)
C	Current contract amount (A + B)	\$96,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$18,242.77)
E	New contract amount (C + D)	\$77,757.23
F	Percent of current contract value this Change Order represents (D / C)	-19.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-55.57%

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: _____ to: _____
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

cdk	4208	Jul 27, 2023	4208	Jul 27, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	

8/2/23



Consent Item

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

File #: 23-2740

Agenda Date: 8/15/2023

Agenda #: 10.C.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 26, 2023

MinuteTraq (IQM2) ID #: 23-2576

Purchase Order #: 5518-0001 SERV	Original Purchase Order Date: Jan 7, 2022	Change Order #: 1	Department: DuPage Care Center
Vendor Name: Professional Medical & Surgical Supply, Inc.		Vendor #: 11409	Dept Contact: Dining Services
Background and/or Reason for Change Order Request:	Liquid Protein Supplement for the DPCC, for the period 01/07/22 - 01/06/23 Decrease and close line 1, 1200-2025-52210, in the amount of \$15,750.00 - Contract Expired		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$15,750.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$15,750.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$15,750.00)
E	New contract amount (C + D)	\$0.00
F	Percent of current contract value this Change Order represents (D / C)	-100.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-100.00%

DECISION MEMO NOT REQUIRED			
<input type="checkbox"/> Cancel entire order	<input type="checkbox"/> Close Contract	<input type="checkbox"/> Contract Extension (29 days)	<input checked="" type="checkbox"/> Consent Only
<input type="checkbox"/> Change budget code from: _____ to: _____			
<input type="checkbox"/> Increase/Decrease quantity from: _____ to: _____			
<input type="checkbox"/> Price shows: _____ should be: _____			
<input checked="" type="checkbox"/> Decrease remaining encumbrance and close contract	<input type="checkbox"/> Increase encumbrance and close contract	<input type="checkbox"/> Decrease encumbrance	<input type="checkbox"/> Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____
<input type="checkbox"/> OTHER - explain below:	

cdk	4208	Jul 27, 2023	Jul 27, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date
REVIEWED BY (Initials Only)			
			8/2/23
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Consent Item

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

File #: 23-2741

Agenda Date: 8/15/2023

Agenda #: 10.D.

Consent
HS 8/15
OB 8/22



Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 26, 2023

MinuteTraq (IQM2) ID #: 23-2577

Purchase Order #: 5649-0001 SERV	Original Purchase Order Date: Jan 26, 2022	Change Order #: 4	Department: DuPage Care Center
Vendor Name: KCI USA, Inc.	Vendor #: 28606	Dept Contact: Nursing	

Background and/or Reason for Change Order Request:
 This contract is for the rental of Wound Vac Therapy & Medical supplies for wound & skin care, for the DuPage Care Center, for the period 01/26/22 through 01/25/23.
 Decrease line 1, 1200-2050-53410, in the amount of \$562.72
 Decrease line 2, 1200-2050-52320, in the amount of \$11.23
 Decrease line 5, 1200-2050-53410, in the amount of \$31,604.32
 Decrease line 6, 1200-2050-52320, in the amount of \$500.00 - contract expired

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$46,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$46,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$32,678.27)
E	New contract amount (C + D)	\$13,321.73
F	Percent of current contract value this Change Order represents (D / C)	-71.04%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-71.04%

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: _____ to: _____
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

cdk	4208	Jul 26, 2023	4208	Jul 26, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date

8/2/23



Consent Item

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

File #: 23-2742

Agenda Date: 8/15/2023

Agenda #: 10.E.

Consent
HS 8/15
CB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 26, 2023

MinuteTraq (IQM2) ID #: 23-2578

Purchase Order #: 5271-0001 ERV	Original Purchase Order Date: May 14, 2021	Change Order #: 4	Department: DuPage Care Center
Vendor Name: Medsearch Staffing Services dba United Pharmacy Staffing	Vendor #: 37582		Dept Contact: Anita Rajagopal
Background and/or Reason for Change Order Request:	Contract to provide supplemental Staffing for the Pharmacy Department at the DuPage Care Center, for the period May 14, 2021 through February 28, 2023. Decrease and close line 1, 1200-2085-53090, in the amount of \$26,385.50 - contract expired		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE	
A	Starting contract value \$50,000.00
B	Net \$ change for previous Change Orders \$75,000.00
C	Current contract amount (A + B) \$125,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease (\$26,385.50)
E	New contract amount (C + D) \$98,614.50
F	Percent of current contract value this Change Order represents (D / C) -21.11%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 97.23%
DECISION MEMO NOT REQUIRED	

- Cancel entire order Close Contract Contract Extension (29 days) Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract Increase encumbrance and close contract Decrease encumbrance Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

cdk	4208	Jul 26, 2023	Jul 26, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date
REVIEWED BY (Initials Only)			
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date

8/2/23



Consent Item

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

File #: 23-2743

Agenda Date: 8/15/2023

Agenda #: 10.F.

Consent
HS 8/15
CB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 25, 2023

MinuteTraq (IQM2) ID #: 23-2580

Purchase Order #: 5908-0001 SERV	Original Purchase Order Date: Jul 30, 2022	Change Order #: 2	Department: DuPage Care Center
Vendor Name: American Bottling Company dba Keurig Dr. Pepper	Vendor #: 29088	Dept Contact: Mario Plata	

Background and/or Reason for Change Order Request: This contract purchase order is to provide canned, bottled beverages & Fountain, for the DuPage Care Center, and Cafes on County campus, for the period 07/30/22 through 07/29/23.
 Decrease line 1, 1200-2025-52210, in the amount of \$3,600.00 (fy22)
 Decrease line 2, 1200-2100-52210, in the amount of \$8,692.57 (fy22)
 Decrease line 5, 1200-2025-52210, in the amount of \$3,700.00 (fy23)
 Decrease line 6, 1200-2100-52210, in the amount of \$7,307.43 (fy23) - NOTE: this decrease will allow for change order increase to Sysco Chicago, Inc., presented at 08/15/23 HS Committee

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$50,900.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$50,900.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$23,300.00)
E	New contract amount (C + D)	\$27,600.00
F	Percent of current contract value this Change Order represents (D / C)	-45.78%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-45.78%

DECISION MEMO NOT REQUIRED

- Cancel entire order Close Contract Contract Extension (29 days) Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract Increase encumbrance and close contract Decrease encumbrance Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: _____ to: _____
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

cdk	4208	Jul 25, 2023	Jul 25, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer	Date	<i>ALCA</i> Procurement Officer	8/2/23 Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Consent Item

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

File #: 23-2744

Agenda Date: 8/15/2023

Agenda #: 10.G.

Consent
HS 8/15
OB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 27, 2023

MinuteTraq (IQM2) ID #: 23-2581

Purchase Order #: 5758-0001 SERV	Original Purchase Order Date: Apr 13, 2022	Change Order #: 10	Department: DuPage Care Center
Vendor Name: Novastaff Healthcare Services		Vendor #: 37419	Dept Contact: Christine Kliebhan
Background and/or Reason for Change Order Request:	Decrease line 5, 1200-2050-53090 (FY23) in the amount of \$17,556.50 Decrease line 6, 1100-1215-53090-Covid-19 (FY23) in the amount of \$42,577.50 - contract expired		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$914,000.00
B	Net \$ change for previous Change Orders	\$50,000.00
C	Current contract amount (A + B)	\$964,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$60,134.00)
E	New contract amount (C + D)	\$903,866.00
F	Percent of current contract value this Change Order represents (D / C)	-6.24%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-1.11%

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: _____ to: _____

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source _____

OTHER - explain below: _____

CDK _____	4208	Jul 27, 2023	Jul 27, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date
REVIEWED BY (Initials Only)			
Buyer _____	Date _____	<i>MCA</i> Procurement Officer _____	8/2/23 Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date _____	Chairman's Office (Decision Memos Over \$25,000)	Date _____



Consent Item

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

File #: 23-2745

Agenda Date: 8/15/2023

Agenda #: 10.H.

Consent
HS 8/15
OB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 27, 2023

MinuteTraq (IQM2) ID #: 23-2582

Purchase Order #: 5759-0001	Original Purchase Order Date: Apr 10, 2022	Change Order #: 4	Department: DuPage Care Center
Vendor Name: Maxim Healthcare Services		Vendor #: 13962	Dept Contact: Nursing
Background and/or Reason for Change Order Request:	Decrease line 5, line 1200-2050-53090 in the amount of \$8,337.50 Decrease line 6, 1100-1215-53090-covid-19-DCC in the amount of \$41,790.25 - contract expired		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$600,000.00
B	Net \$ change for previous Change Orders	(\$371,311.28)
C	Current contract amount (A + B)	\$228,688.72
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$50,127.75)
E	New contract amount (C + D)	\$178,560.97
F	Percent of current contract value this Change Order represents (D / C)	-21.92%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-70.24%

DECISION MEMO NOT REQUIRED

- Cancel entire order Close Contract Contract Extension (29 days) Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract Increase encumbrance and close contract Decrease encumbrance Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: _____ to: _____
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

cdk	4208	Jul 27, 2023	Jul 27, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date
REVIEWED BY (Initials Only)			
Buyer	Date	<i>MCN</i> Procurement Officer	8/2/23 Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Consent Item

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

File #: 23-2746

Agenda Date: 8/15/2023

Agenda #: 10.I.

HS only 8/15



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 27, 2023

MinuteTraq (IQM2) ID #: 23-2586

Purchase Order #: 5742-0001 SERV	Original Purchase Order Date: Jun 1, 2022	Change Order #: 1	Department: DuPage Care Center
Vendor Name: EZ Way, Inc.		Vendor #: 11607	Dept Contact: Nursing
Background and/or Reason for Change Order Request:	repair & maintenance of EZ Way patient lifters for the period June 1, 2022 through May 31, 2023 Decrease & close line 1, 1200-2050-52250, in the amount of \$6,447.50 Decrease & close line 2, 1200-2050-53370, in the amount of \$500.00 Decrease & close line 5, 1200-2050-52250, in the amount of \$8,791.26 Decrease & close line 6, 1200-2050-53370, in the amount of \$500.00 - contract expired		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$19,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$19,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$16,238.76)
E	New contract amount (C + D)	\$2,761.24
F	Percent of current contract value this Change Order represents (D / C)	-85.47%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-85.47%
DECISION MEMO NOT REQUIRED		

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: _____ to: _____
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

cdk	4208	Jul 27, 2023	<i>AKG</i>	Jul 27, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	<i>AKG</i>	Procurement Officer	Date <u>8/2/23</u>
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Consent Item

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

File #: 23-2747

Agenda Date: 8/15/2023

Agenda #: 10.J.

Consent
HS 8/15
CB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 27, 2023

MinuteTraq (IQM2) ID #: 23-2588

Purchase Order #: 5760-0001 SERV	Original Purchase Order Date: Apr 24, 2023	Change Order #: 1	Department: DuPage Care Center
Vendor Name: Ecolab, Inc.	Vendor #: 10335	Dept Contact: Laundry	
Background and/or Reason for Change Order Request:	laundry chemicals for the period 04/24/22 - 04/23/23 Decrease line 1, 1200-2030-52280, in the amount of \$7,728.95 Decrease line 3, 1200-2030-52280, in the amount of \$5,683.72 - contract expired		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$31,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$31,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$13,412.67)
E	New contract amount (C + D)	\$17,587.33
F	Percent of current contract value this Change Order represents (D / C)	-43.27%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-43.27%

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: _____ to: _____

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source _____

OTHER - explain below: _____

cdk	4208	Jul 27, 2023			Jul 27, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>MCW</i>	Procurement Officer	Date	8/2/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Consent Item

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

File #: 23-2748

Agenda Date: 8/15/2023

Agenda #: 10.K.

HS only 8/15



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 27, 2023
MinuteTraq (IQM2) ID #: 23-2589

Purchase Order #: 5699-0001 SERV	Original Purchase Order Date: Mar 1, 2022	Change Order #: 1	Department: DuPage Care Center
Vendor Name: Airdo Werwas, LLC		Vendor #: 29893	Dept Contact: Administration
Background and/or Reason for Change Order Request:	legal services to represent the DPCC for the period March 1, 2022 through February 28, 2023 Decrease line 1, 1200-2000-53030, in the amount of \$9,640.18 Decrease line 3, 1200-2000-53030, in the amount of \$1,782.21 - contract expired		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$22,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$22,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$11,422.39)
E	New contract amount (C + D)	\$10,577.61
F	Percent of current contract value this Change Order represents (D / C)	-51.92%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-51.92%

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: _____ to: _____

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source _____

OTHER - explain below: _____

cdk	4208	Jul 27, 2023		Jul 27, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	<i>MCW</i>	Procurement Officer	Date 8/2/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	Date



Consent Item

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

File #: 23-2749

Agenda Date: 8/15/2023

Agenda #: 10.L.

Consent
HS 8/15
CB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 25, 2023

MinuteTraq (IQM2) ID #: 23-2590

Purchase Order #: 6330-0001 SERV	Original Purchase Order Date: Mar 1, 2023	Change Order #: 1	Department: DuPage Care Center
Vendor Name: Fox River Foods dba Performance Foodservice Chicago		Vendor #: 38749	Dept Contact: Mario Plata

Background and/or Reason for Change Order Request: Secondary Food Supplier and Chemicals, for the DuPage Care Center, for the period March 1, 2023 through February 29, 2024.
 Decrease line 2, 1200-2025-52210, in the amount of \$20,000.00
 Decrease line 3, 1200-2100-52210, in the amount of \$12,000.00
 Decrease line 4, 5000-2115-52200-ARPA230229, in the amount of \$3,000.00
 Decrease line 5, 1100-1215-52200, in the amount of \$4,188.92 - NOTE: This decrease will allow for Sysco Chicago, Inc. Change Order to be increased, with no increase to Budget

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$122,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$122,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$39,188.92)
E	New contract amount (C + D)	\$82,811.08
F	Percent of current contract value this Change Order represents (D / C)	-32.12%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-32.12%

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: _____ to: _____
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

cdk	4208	Jul 25, 2023		Jul 25, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date

REVIEWED BY (Initials Only)

Buyer	Date	<i>MCA</i> Procurement Officer	8/2/23 Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Consent Item

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

File #: 23-2750

Agenda Date: 8/15/2023

Agenda #: 10.M.

Consent
HS 8/15
CB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 24, 2023

MinuteTraq (IQM2) ID #: 23-2591

Purchase Order #: 5988-0001 SERV	Original Purchase Order Date: Sep 1, 2022	Change Order #: 2	Department: DuPage Care Center
Vendor Name: Lakeshore Dairy, Inc.	Vendor #: 20685	Dept Contact: Mario Plata	

Background and/or Reason for Change Order Request:
 Contract for fluid dairy for the Care Center for the period 09/01/22 through 08/31/23.
 Decrease line 1, 1200-2025-52210, in the amount of \$9,546.73 (fy22)
 Decrease line 2, 1200-2100-52210, in the amount of \$4,000.00 (fy22)
 Decrease line 5, 1200-2025-52210, in the amount of \$12,453.27 (fy23)
 Decrease line 6, 1200-2100-52210, in the amount of \$7,000.00 (fy23) NOTE: This decrease will allow for Sysco Chicago, Inc. Change Order to increase with no increase to budget

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$116,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$116,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$33,000.00)
E	New contract amount (C + D)	\$83,000.00
F	Percent of current contract value this Change Order represents (D / C)	-28.45%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-28.45%

DECISION MEMO NOT REQUIRED

- Cancel entire order Close Contract Contract Extension (29 days) Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract Increase encumbrance and close contract Decrease encumbrance Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: _____ to: _____
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

cdk	4208	Jul 24, 2023	Jul 24, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer	Date	<i>mmj</i> Procurement Officer	8/2/23 Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Consent Item

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

File #: 23-2751

Agenda Date: 8/15/2023

Agenda #: 10.N.

Consent
HS 8/15
CB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 24, 2023

MinuteTraq (IQM2) ID #: 23-2593

Purchase Order #: 5909-0001SERV	Original Purchase Order Date: Aug 5, 2022	Change Order #: 1	Department: DuPage Care Center
Vendor Name: Alpha Baking Company		Vendor #: 38093	Dept Contact: Mario Plata
Background and/or Reason for Change Order Request:	Contract for assorted sliced bread, rolls and buns, for the period 08/05/22 through 08/04/23. Decrease line 1, 1200-2025-52210, in the amount of \$6,189.36 (fy22) Decrease line 2, 1200-2100-52210, in the amount of \$4,340.00 (fy22) Decrease line 5, 1200-2025-52210, in the amount of \$3,810.64 (fy23) Decrease line 6, 1200-2100-52210, in the amount of \$3,660.00 (fy23) NOTE: this decrease will allow for Sysco Chicago, Inc. change order to increase with no increase to budget		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE	
A	Starting contract value \$66,000.00
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B) \$66,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease (\$18,000.00)
E	New contract amount (C + D) \$48,000.00
F	Percent of current contract value this Change Order represents (D / C) -27.27%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) -27.27%

DECISION MEMO NOT REQUIRED

- Cancel entire order Close Contract Contract Extension (29 days) Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract Increase encumbrance and close contract Decrease encumbrance Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: _____ to: _____
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

cdk	4208		Jul 24, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date
REVIEWED BY (Initials Only)			
Buyer	Date	<i>MCN</i> Procurement Officer	8/2/23 Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Consent Item

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

File #: 23-2752

Agenda Date: 8/15/2023

Agenda #: 10.O.

Consent
HS 8/15
CB 8/22



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 31, 2023

MinuteTraq (IQM2) ID #: 23-2594

Purchase Order #: 5489-0001SERV	Original Purchase Order Date: Oct 13, 2021	Change Order #: 2	Department: DuPage Care Center
Vendor Name: AMS Mechanical Systems, Inc.		Vendor #: 37938	Dept Contact: Care Center
Background and/or Reason for Change	This is for Steam Generator replacement for the period 10/13/21 through 12/15/22.		
Order Request:	Decrease and close line 1 in the amount of \$46,787.55 Decrease and close line 2 in the amount of \$12,351.00 - Contract Expired		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$548,086.55
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$548,086.55
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$59,138.55)
E	New contract amount (C + D)	\$488,948.00
F	Percent of current contract value this Change Order represents (D / C)	-10.79%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-10.79%
DECISION MEMO NOT REQUIRED		

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/>	Increase (greater than 29 days) contract expiration from: _____ to: _____
<input type="checkbox"/>	Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____
<input type="checkbox"/>	OTHER - explain below: _____

cdk	4208	Jul 31, 2023		Jul 31, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	8/2/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Consent Item

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

File #: 23-2753

Agenda Date: 8/15/2023

Agenda #: 10.P.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Aug 9, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 5957	Original Purchase Order Date: Aug 13, 2022	Change Order #: 4	Department: Community Services
Vendor Name: DuPage Federation on Human Services Reform		Vendor #: 11348	Dept Contact: Gina Stafford
Background and/or Reason for Change Order Request:	Extend contract end date by 30 days from September 10, 2023 to October 10, 2023 to allow for RFP 23-072-CS to be completed, awarded, and implemented. No change in contract total.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$45,000.00
B	Net \$ change for previous Change Orders	\$3,000.00
C	Current contract amount (A + B)	\$48,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New contract amount (C + D)	\$48,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	6.67%

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: Sep 10, 2023 to: Oct 10, 2023

Increase \geq \$2,500.00, or \geq 10%, of current contract amount
 Funding Source _____

OTHER - explain below:

The original PO value exceeds \$25,000 and total time extension exceeds 29 days.

GS	6444	Aug 9, 2023	X	<i>MSX</i>	6457	8/10/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date	
REVIEWED BY (Initials Only)						
Buyer	Date	Procurement Officer	Date			
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date			



Decision Memo
Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Aug 9, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Community Services	Department Contact: Gina Stafford
Contact Email: gina.stafford@dupageco.org	Contact Phone: x6444
Vendor Name: DuPage Federation on Human Services Reform	Vendor #: 11348

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
 Extend contract end date by 30 days from September 10, 2023 to October 10, 2023 to allow for RFP 23-072-CS to be completed, awarded, and implemented. No change in contract total.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 To allow for RFP 23-072-CS to be completed, awarded, and implemented without disruption to services.

Strategic Impact
 Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 This extension will allow for the continuation of interpretation services for Community Services.

Source Selection/Vetting Information - Describe method used to select source.
 RFP #23-072-CS

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 1. Do not extend contract, which would risk leaving the department without adequate interpretation services.
 2. Extend contract, which will ensure adequate interpretation services.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
 No change to contract value.



Judicial/Public Safety Change Order with Resolution

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

File #: JPS-CO-0006-23

Agenda Date: 8/15/2023

Agenda #: 11.A.

AMENDMENT TO PURCHASE ORDER 5690-0001 SERV
ISSUED TO CLEAR LOSS PREVENTION, INC.
FOR THE PURCHASE AND INSTALLATION OF A NEW VIDEO SURVEILLANCE SYSTEM TO
COMPLETE THE REPLACEMENT PROJECT AND MAINTENANCE
FOR THE SAFETY OF THE RESIDENTS AT THE DU PAGE CARE CENTER
(INCREASE CONTRACT BY \$18,209)

(Under the administrative direction of the DuPage County Office of
Homeland Security and Emergency Management/Campus Security)

WHEREAS, Resolution JPS-P-0079A-22 was approved and adopted by the County Board on March 8, 2022; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Request for Change Order to Purchase Order 5690-0001 SERV, issued to Clear Loss Prevention, Inc., to purchase and install a new video surveillance system to complete the replacement project and maintenance per bid #22-013-OHSEM for the period March 8, 2022 through March 7, 2025, to increase the contract by \$18,209, resulting in an amended contract total of \$324,148.19, an increase of 5.95%.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopt the Change Order Notice to Purchase Order 5690-0001 SERV, issued to Clear Loss Prevention, Inc., to purchase and install a new video surveillance system to complete the replacement project and maintenance per bid #22-013-OHSEM for the period March 8, 2022 through March 7, 2025, to increase the contract by \$18,209, resulting in an amended contract total of \$324,148.19, an increase of 5.95%.

Enacted and approved this 22nd day of August, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

JPS 8/15
 FI + CB 8/22



Request for Change Order
Procurement Services Division
 Attach copies of all prior Change Orders

Date: Jul 31, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5690-0001 SERV	Original Purchase Order Date: Mar 8, 2022	Change Order #: 2	Department: DuPage Care Center
Vendor Name: Clear Loss Prevention, Inc.		Vendor #: 25205	Dept Contact: Keith Briggs
Background and/or Reason for Change Order Request:	Contract purchase order is to purchase and provide new video surveillance system to complete the replacement project and maintenance per bid #22-013-OHSEM for the period March 8, 2022 through March 7, 2025. Add DuPage Care Center line 1200-2040-54010 in the amount of \$18,209.00, to cover for surveillance cameras and installation in the West Garden and the East Garden, for the safety of the residents at the DuPage Care Center.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$305,938.59
B	Net \$ change for previous Change Orders	\$0.60
C	Current contract amount (A + B)	\$305,939.19
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$18,209.00
E	New contract amount (C + D)	\$324,148.19
F	Percent of current contract value this Change Order represents (D / C)	5.95%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	5.95%

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: _____ to: _____
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source 1200-2040-54010
- OTHER - explain below:

cdk	4208	Jul 31, 2023	KB	5225	Jul 31, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>AKC</i>		Procurement Officer	Date <u>8/3/23</u>
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date	



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jul 31, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: 5690-0001SERV

Requesting Department: DuPage Care Center	Department Contact: Keith Briggs/Shalna Berman
Contact Email: keith.briggs@dupageco.org & Shauna.Berman@dupageco.org	Contact Phone: 630-407-5225 & 630-784-4261
Vendor Name: Clear Loss Prevention, Inc.	Vendor #: 25205
Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.	
Create line for the DuPage Care Center (1200-2040-54110) and increase in the amount of \$18,209.00	

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

OHSEM has an existing contract for video surveillance system, contract 5690-0001 SERV. The DuPage Care Center has requested quotes on additional cameras and wiring for the West and East Garden patios.

Strategic Impact

Quality of Life Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

To have additional cameras in areas that are more challenging to view and to continue to ensure the safety for the residents and staff at the DuPage Care Center.

Source Selection/Vetting Information - Describe method used to select source.

#22-013-OHSEM

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Approval to create line for the DuPage Care Center and increase in the amount of \$18,209.00
- 2) Do not approve change order to create line for the DuPage Care Center and increase in the amount of \$18,209.00, however, DPCC will need to purchase and provide the necessary cameras to view the needed areas to be able to provide and ensure the safety for the residents and staff that frequent these areas.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

FY23 1200-2040-54010 \$18,209.00

PROPOSAL



Security Cameras | Access Control | Alarms

Clear Loss Prevention, Inc.

708.292.2923

Chicago

7805 S. Claremont Ave. Chicago, IL 60620

Downers Grove

5615 Brookbank Rd. Downers Grove, IL 60516

PREPARED FOR:

Keith Briggs
DuPage County Government Center
421 County Farm Road
Wheaton, IL 60187

WORK TO BE PERFORMED AT:

DuPage CTY Care Center 701
400 N County Farm Rd
Wheaton, IL 60187

PROPOSAL #:	3300
SALES PERSON:	Steve Pieczynski
DATE OPENED:	07/31/2023
DATE PRINTED:	07/31/2023
REFERENCE #:	P 3300

PROPOSED SERVICES:

Installation of new cameras as described below:

West Garden

Camera 01

Add Muti Head Camera as noted in drawing

Requires 4 Camera License, Cable to first fl closet. Fiber to 1st Floor Closet.

Camera 02

Add Fixed Wide Angle as noted in drawing

Requires 1 Camera License, Cable to first fl closet

East Garden

Camera 03

Add Fixed Wide Angle as noted in drawing

Requires 1 Camera License, Cable to first fl closet

Camera 04

Add Muti Head Camera as noted in drawing

Requires 4 Camera License

Camera 05

Add Fixed Wide Angle as noted in drawing

Requires 1 Camera License, Cable to first fl closet

Camera 06

Add Fixed Wide Angle as noted in drawing

Requires 1 Camera License, Cable to first fl closet

ORDER ITEM DETAIL:

QTY	NAME	DESCRIPTION	PRICE
2	Hanwha PNM-9022V Outdoor Dome	4 x 2MP outdoor vandal panoramic dome camera, 2.8mm fixed lenses, 209 deg FOV, WDR	2,194.76
2	Hanwha SBP-300NBW Install Box	White installation box compatible with various Hanwha Techwin camera mounts	337.66
2	Hanwha SBP-300KMW1 Corner Mount	White corner mount adapater for use with SBP-300WMW1	103.71
2	Hanwha SBP-276HMW Mounting Cap	White hanging cap	98.48
4	Hanwha XNV-6011W 2MP Dome	Hanwha XNV-6011W Wisenet X-Series 2MP @ 60fps Outdoor Vandal Dome Camera, 2.8mm Fixed Lens, White. Triple codecH.265/H.264/MJPEG	1,051.01
4	Hanwha SBP-300HMW7 Hanging Mnt	Small cap adapter accessory for XNV-6011W, QND-8010R/20R/30R, QND-6012R/22R/32R, white color	128.63
4	Hanwha SBP-300WMW1 Wall Mount	White wall mount accessory	207.42
2200	CAT6 - 23-4P UNS SOL CMP C6 Org Jkt	23 AWG Category 6 UTP cable, Plenum rated, orange jacket (sold per 1000', priced per foot) 23-4P UNS SOL CMP C6 Org Jkt	1,013.32
800	Fiber Opt Cable 62.5/125 MM OM1	6 Fiber Indoor/Outdoor Multimode 62.25 OM1 Fiber Optic Cable (Per foot)	528.00
1	16-Pt Smart Managed PoE Switch	Smart managed gigabit ethernet PoE+ swtch, 2 SFP slots, 250 Watts - SM16TAT2SA	1,114.40
1	Material Handling	Material Handling	

Licensed, Bonded and Insured Agency License #127.001616

www.clearlp.com

PROPOSAL



Clear Loss Prevention, Inc.

708.292.2923

Chicago

7805 S. Claremont Ave. Chicago, IL 60620

Downers Grove

5615 Brookbank Rd. Downers Grove, IL 60516

ORDER ITEM DETAIL:

QTY	NAME	DESCRIPTION	PRICE
1	MATERIALS	Miscellaneous hardware and materials	275.00
1	PROJECT LABOR	Labor required for project installation	9,600.00
12	MarchNetworks Channel License	Command Enterprise Channel License for a single camera on Command Recording Servers (Requires P/N 24315)	1,556.10

Total investment for above scope of work: \$18,208.49

Terms & Conditions:

Payment: 50% deposit is required for installation unless otherwise specified. Terms: Net 30. Payments not received within 30 days from invoiced date incur a service charge of ten percent (10%) per month or the maximum permitted by law. Any payments 45 days overdue, ClearLP reserves the right to remove its labor from the job until full overdue payment has been made. In the event Customer defaults in payment, Customer shall be liable for all collection costs incurred by ClearLP including, but not limited to, attorney and collection fees. ClearLP is insured, and can deliver evidence of insurance if required. Subcontractors (if used) will provide evidence of insurance in the amounts and terms provided by the owner prior to starting work. This proposal may be withdrawn at any time. **Any deviation or change from above scope will be documented by both ClearLP and Customer before work is done.

Acceptance of Proposal

The above prices, specifications and conditions are agreed to and are hereby accepted. ClearLP is authorized to do work as specified. Payment will be made as outlined above.

Sincerely,

Signature on file

Steve Pieczynski
(312) 919-1910

Customer Signature

Printed Name:

Date of Acceptance

Licensed, Bonded and Insured Agency License #127.001616

www.clearlp.com



Required Vendor Ethics Disclosure Statement

Date: 8/1/2023

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>Clear Loss Prevention, Inc.</u>	Company Contact: <u>Steve Pieczynski</u>
Contact Phone: <u>312-919-1910</u>	Contact Email: <u>steve@clearlp.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 Carrie Pieczynski
 Title President
 Date 8/1/2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**