



DU PAGE COUNTY

Animal Services Committee

Final Regular Meeting Agenda

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

Tuesday, May 20, 2025

7:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS - CHAIR KRAJEWSKI

5. MINUTES APPROVAL

5.A. [25-1267](#)

Animal Services Committee - Regular Meeting - Tuesday, April 15, 2025

6. PROCUREMENT REQUISITIONS

6.A. [25-1201](#)

Recommendation for the approval of a contract to ULINE, to provide commercial operating supplies, equipment and small value furniture, for Animal Services, for the period May 21, 2025 through May 20, 2026, for a contract total not to exceed \$6,500; per lowest responsible quote.

6.B. [25-1203](#)

Recommendation for the approval of a contract to Hill's Pet Nutrition Sales, Inc., to provide canine and feline pet food, for Animal Services, for the period June 22, 2025 through June 21, 2026, for a contract total not to exceed \$29,492.15; per lowest responsible quote.

7. GRANTS

7.A. [25-1268](#)

GPN 014-25: Illinois Department of Commerce & Economic Opportunity (IL DCEO) Grant for Animal Services - Public Health and Safety PY25 - \$275,000. (Animal Services)

7.B. [FI-R-0089-25](#)

Acceptance and appropriation of the Animal Services-IL DCEO Public Health and Safety Grant PY25, Inter-Governmental Agreement No. 25-203296, Company 5000 - Accounting Unit 1320, \$275,000. (Animal Services)

7.C. [FI-R-0090-25](#)

Acceptance and appropriation of interest earned on investment for the DuPage Animal Friends Phase II Capital Project Grant, Company 5000 - Accounting Unit 1310, in the amount of \$2,765. (Animal Services)

- 8. ADMINISTRATIVE UPDATE**
- 9. OLD BUSINESS**
- 10. NEW BUSINESS**
- 11. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 25-1267

Agenda Date: 5/20/2025

Agenda #: 5.A.



DU PAGE COUNTY

Animal Services Committee

Summary

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

Tuesday, April 15, 2025

7:30 AM

Room 3500A

1. CALL TO ORDER

7:30 AM meeting was called to order by Chair Brian Krajewski at 7:31 AM.

2. ROLL CALL

PRESENT:	District 5 Dawn DeSart, Grant Eckhoff, Paula Garcia, Krajewski and Sheila Rutledge
ABSENT:	Cynthia Cronin Cahill

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIRMAN'S REMARKS - CHAIR KRAJEWSKI

Chairman Krajewski mentioned that the DAF gala will take place on Friday, April 25, 2025 at the Marriott Oak Brook.

5. MINUTES APPROVAL

5.A. [25-1023](#)

Animal Services Committee - Regular Meeting - Tuesday, February 18, 2025

Attachments: [Summary Minutes February-2025](#)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

6. GRANTS

6.A. [FI-R-0069-25](#)

Acceptance and appropriation of interest earned on investment for the DuPage Animal Friends Phase II Capital Project Grant, Company 5000 - Accounting Unit 1310, in the amount of \$12,070. (Animal Services)

Attachments: [DAFCAP2 Appropriating Interest Budget - ATTACHMENT I](#)

RESULT:	APPROVED AND SENT TO FINANCE
----------------	------------------------------

MOVER:	Sheila Rutledge
SECONDER:	Paula Garcia

7. BUDGET TRANSFERS

7.A. [25-1024](#)

Transfer of funds from 1100-1300-54090 (furniture & furnishings), 1100-1300-54100 (IT equipment), and 1100-1300-54110 (equipment and machinery), to 1100-1300-52000 (furn/mach/equip small value), 1100-1300-52100 (IT equipment-small value), 1100-1300-52200 (operating supplies & materials), 1100-1300-53110 (workers compensation insurance), 1100-1300-53075 (pet population program service), and 1100-1300-54010 (building improvements), in the amount of \$325,457, to cover final expenses for Animal Services shelter renovation project, Pet Population program services for qualified residents, and workers comp claims. (Animal Services)

Attachments: [BT - AS - 04.22.25 Building Improvements](#)

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

7.B. [25-1022](#)

Transfer of funds from 5000-1310-54090 (furniture & furnishings), 5000-1310-54100 (IT equipment), and 5000-1310-54110 (equipment and machinery), to 5000-1310-54010 (building improvements), in the amount of \$226,080, to cover final DAFCAP2 expenses for Animal Services shelter renovation project. (Animal Services)

Attachments: [BT - AS - 04.22.25 DAFCAP2 Building Improvements](#)

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8. INFORMATIONAL

8.A. [25-1051](#)

Discussion Item: County Spaces Ordinance

Laura shared the draft County Spaces Ordinance that will be presented to Public Works Committee and County Board for the reservation and rental of the Animal Services community room and other county spaces.

County space reservation requests will be approved by Facilities Management. Max

community room occupancy is 110 people. The State's Attorney's office is continuing to work on drafting a template contract to be used as an agreement between DuPage County and parties renting the space which will outline rules and restrictions for utilizing County spaces.

Additional questions and discussion took place about the potential for and limitations of serving alcohol on County grounds, Wheaton/Winfield annexation, any potential impact of renting space at Animal Services on the shelter animals, and reduced fee space rental for Animal Services rescue partners.

Member Rutledge recommended that an hourly rental minimum be established in order to offset the time and resources required to prepare and manage space rentals.

Animal Services recently completed its first Municipal Animal Field Services training in the new community room. More than 55 representatives from DuPage County municipalities and Forest Preserve were in attendance. Presenters included Illinois Department of Agriculture, local TNR groups, and Animal Services officers. Animal Services provided field services kits, and the Chicagoland Humane Coalition provided microchip scanners for everyone.

Chair Krajewski suggested that staff reach out to the DuPage County Mayors and Managers Office to invite them to host an upcoming meeting in the Animal Services community room.

Attachments: [3.31.25 Version \(Clean\) County Spaces Ordinance.pdf](#)

9. ADMINISTRATIVE UPDATE

Final inspection of the newly renovated shelter is due to take place in the next 1-2 weeks. Final sinks and countertops are currently being installed in the meeting and clinic spaces and existing dog kennels are being refreshed on a rotating basis. Signage installation begins today. An Open House Grand Opening is tentatively slated for Saturday, June 14th.

Shelter population is currently around 120 animals. The shelter is seeing quite a few stray dogs of late that are not being reclaimed. The cat population is beginning to increase. Feral Fixers kicked off their spay/neuter season earlier than planned. Animal Services is currently housing a few court case dogs in addition to stray and owner-relinquished pets.

This is Animal Services Appreciation Week. Laura has several activities planned to show the staff how appreciated they are and as a thank you for how flexible the staff has been during construction.

A Volunteer Appreciation Reception & Open House will be held on Saturday, April 19th from 3-6pm.

Raise the Woof Gala will take place on Friday, April 25th and has been moved to the Chicago Marriott Oak Brook across from the Oak Brook Mall.

DAF is hosting a Panera Bread Glen Ellyn dine out night on April 29th. Proceeds from sales benefit DuPage Animal Friends.

Giving DuPage Days will take place on May 1st and is now a one-day event.

10. OLD BUSINESS

No old business was discussed.

11. NEW BUSINESS

No new business was discussed.

12. ADJOURNMENT

With no further business, the meeting was adjourned.



Animal Service Requisition under \$30,000

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

File #: 25-1201

Agenda Date: 5/20/2025

Agenda #: 6.A.



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#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$9,270.00
COMMITTEE: ANIMAL SERVICES	TARGET COMMITTEE DATE: 05/20/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$15,770.00
	CURRENT TERM TOTAL COST: \$6,500.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: ULINE	VENDOR #: 11772	DEPT: ANIMAL SERVICES	DEPT CONTACT NAME: KRISTIE LECAROS
VENDOR CONTACT: RYAN GOLBECK	VENDOR CONTACT PHONE: (262) 859-3600, Ext 84124	DEPT CONTACT PHONE #: 630-407-2803	DEPT CONTACT EMAIL: KRISTIE.LECAROS@DUPAGECOUNTY.GOV
VENDOR CONTACT EMAIL: UlineSalesIL@uline.com	VENDOR WEBSITE: WWW.ULINE.COM	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Small value furniture/equipment and operating supplies to include (but not limited to): shelving, cleaning supplies, mailing supplies, storage supplies, moving/maintenance equipment, etc.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Animal Services is undergoing a facility renovation that has more than doubled the facility footprint. As we continue to expand into our new spaces, furniture and equipment is needed to help staff to make the most efficient use of space, increase organization of the new spaces, increase safety throughout the facility, and manage the movement of supplies & materials between the new spaces. In addition, the department requires mailing and cleaning equipment on a regular basis to conduct routine operations.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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: ULINE	Vendor#: 11772	Dept: ANIMAL SERVICES	Division:
Attn: RYAN GOLBECK	Email: UlineSalesIL@uline.com	Attn: KRISTIE LECAROS	Email: ANIMALSERVICES@DUPAGECOUNTY.GOV
Address: 12575 Uline Drive	City: Pleasant Prairie	Address: 2255 MANCHESTER RD	City: WHEATON
State: WI	Zip: 53158	State: IL	Zip: 60187
Phone: (262) 859-3600, Ext 84124	Fax:	Phone: 630-407-2800	Fax: 630-407-2801
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: ULINE	Vendor#: 11772	Dept: ANIMAL SERVICES	Division:
Attn: ACCOUNTS RECEIVABLE	Email:	Attn: LAURA FLAMION	Email: LAURA.FLAMION@DUPAGECOUNTY.GOV
Address: PO BOX 88741	City: CHICAGO	Address: 2255 MANCHESTER RD	City: WHEATON
State: IL	Zip: 60680-1741	State: IL	Zip: 60187
Phone: 800-295-5510	Fax:	Phone: 630-407-2800	Fax: 630-407-2801
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 21, 2025	Contract End Date (PO25): May 20, 2026

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			OPERATING SUPPLIES	FY25	1100	1300	52200		2,000.00	2,000.00
2	1			CLEANING SUPPLIES	FY25	1100	1300	52280		1,000.00	1,000.00
3	1			FURNITURE/EQUIPMENT SM VALUE	FY25	1100	1300	52000		1,000.00	1,000.00
4	1			OPERATING SUPPLIES	FY26	1100	1300	52200		1,500.00	1,500.00
5	1			CLEANING SUPPLIES	FY26	1100	1300	52280		500.00	500.00
6	1			FURNITURE/EQUIPMENT SM VALUE	FY26	1100	1300	52000		500.00	500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 6,500.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Animal Services has spent \$9,270.12 with ULINE FY25 YTD.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

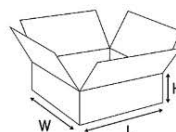
An updated Vendor Ethics Disclosure form has been requested.

8 x 6 x 2" Corrugated Boxes



Perfect for apparel, picture frames, books, scales, spools of wire and electronic equipment.

- Boxes ship flat for freight and storage savings.
- Larger quantities, call for quote.



[Enlarge & Video](#)

200 LB. TEST

SOLD IN BUNDLE QUANTITIES

MODEL NO.	INSIDE DIMENSIONS L x W x H	PRICE PER BOX					BUNDLE/BALE QTY.	LBS./BNDL.	IN STOCK SHIPS TODAY	
		25	100	250	500	1,000+				
S-15027	8 x 6 x 2"	\$.43	\$.43	\$.43	\$.43	\$.43	25 / 1800	6	25	ADD

Uline Kraft Self-Seal Padded Mailers #0 - 6 x 10"



Cushioned padding inside wall of every bag protects against damage.

- Easy to use - Top edge is scored for easy sealing.
- No tear-seam tab opener.
- Self-seal bags - Adhesive strip secures bags instantly.
- Ships via UPS.
- Dispose alongside all other paper products in recycle bin.

[More Images](#)

MODEL NO.	OUTSIDE W x L	INSIDE W x L	BAG #	QTY./CASE	LBS./CASE	PRICE PER CASE				IN STOCK SHIPS TODAY	
						1	3	5	10+		
S-21308	6 x 10"	5 7/8 x 8 3/4"	0	250	27	\$69	\$66	\$63	\$60	1	ADD

Heavy Duty Storage File Boxes - 24 x 12 x 10"



[More Images](#)

STACK 5 - 7 HIGH

Easy access to files.

- Removable lids.
- Double wall construction on two sides and bottom.
- Stack on [Record Storage Racks](#) for neat, tidy storage.
- [File Folders](#) available.

SOLD IN BUNDLE QUANTITIES

MODEL NO.	RECORD TYPES	SIZE L x W x H	PRICE PER BOX				QTY./ BNDL.	IN STOCK SHIPS TODAY
			12	24	48	96+		
S-3888	Letter	24 x 12 x 10"	\$8.55	\$8.05	\$7.20	\$6.85	12	<input type="text" value="12"/> ADD

[+ Additional Info](#)

[- My Pricing](#)

[+ Shopping Lists](#)

[Request a Catalog](#)

Special pricing will be reflected in cart.

Quantity	Catalog Price	My Price
12	\$8.55	\$6.85
24	\$8.05	\$6.85
48	\$7.20	\$6.85
96+	\$6.85	\$6.85

Availability: [In Stock](#)
Unit Weight: 2.03 lbs.

Last ordered 24 on 12/15/2023

[SDS Sheet](#)

[Catalog Page 71](#)

[Email Item](#)

Country of Origin: USA

Printed Kraft Paper Shopping Bags - 8 x 4 1/2 x 10 1/4", Cub, Paw Print



Distinctive patterns add dramatic flair to these natural kraft shoppers.

- Strong twisted paper handles make purchases easy to carry.
- Reusable and recyclable.
- Matte finish 60 lb. paper.

[Enlarge](#)

MODEL NO.	BAG NAME	SIZE W x D x H	QTY./ CTN.	LBS./ CTN.	PRICE PER CARTON			STYLE	IN STOCK SHIPS TODAY
					1	3	5+		
S-21245PAW	Cub	8 x 4 1/2 x 10 1/4"	250	20	\$95	\$91	\$88	Paw Print ▾	<input type="text" value="1"/> <input type="button" value="ADD"/>

[Additional Info](#)

[My Pricing](#)

[Shopping Lists](#)

[Request a Catalog](#)

Special pricing will be reflected in cart.

Quantity	Catalog Price	My Price
1	\$95	\$88
3	\$91	\$88
5+	\$88	\$88

Availability: [In Stock](#)
Unit Weight: 18 lbs.

Last ordered 1 on
02/17/2025

[Email Item](#)

Country of Origin: USA

Combo Tool - 14"



[More Images](#)

2-in-1 washer and squeegee combo for fast, easy cleaning.

- Microfiber washer pad glides easily on glass.
- Removable squeegee for quick touch-ups.
- Use with [4-8'](#), [7-18'](#), [8-30'](#) or [7-49'](#) Telescopic Poles, sold separately.
- [Replacement Pads](#) available.



MODEL NO.	DESCRIPTION	PRICE EACH			IN STOCK SHIPS TODAY
		1	3	6+	
H-11546	14" Combo Tool	\$60	\$58	\$56	<input type="text" value="1"/> <input type="button" value="ADD"/>

Colored Floor Squeegee - Foam, 24", Black



[More Images](#)

Keep floors clean and dry in bakeries, breweries and food processing plants.

- Deep cleans grouted tile and uneven surfaces.
- Color coding reduces the risk of cross-contamination.
- Rustproof plastic frame with 60" fiberglass handle.

SPECIFY COLOR:

MODEL NO.	DESCRIPTION	PRICE EACH			COLOR	IN STOCK SHIPS TODAY
		1	3	6+		
H-7579BL	24" Straight Foam	\$55	\$54	\$53	<input type="button" value="Black"/>	<input type="text" value="1"/> <input type="button" value="ADD"/>

Telescopic Pole - 4-8'



[Enlarge](#)

Telescopes to 8' for hard-to-reach places.

- Use with:
[Window Squeegees and Washers](#)
[Professional Microfiber Duster](#)
[High Access Cleaning Tools](#)

MODEL NO.	DESCRIPTION	PRICE EACH			IN STOCK SHIPS TODAY
		1	3	6+	
H-1920	4-8' Telescopic Pole	\$57	\$55	\$53	<input type="text" value="1"/> <input type="button" value="ADD"/>

Plastic Standing Dust Pan - 12"



[Enlarge](#)

Standing dust pan saves your back!

- Durable plastic pan.
- 27" aluminum handle with hang hole.

MODEL NO.	DESCRIPTION	WIDTH	PRICE EACH			IN STOCK SHIPS TODAY
			1	3	6+	
H-799	Plastic	12"	\$28	\$27	\$26	<input type="text" value="1"/> <input type="button" value="ADD"/>

Deluxe Angle Broom - 15"



[More Images](#)

Grab dirt from hard-to-reach spots.

- Extra wide for larger areas. PET bristles. Metal handle with comfort grip.

MODEL NO.	DESCRIPTION	WIDTH	PRICE EACH (MIN. 2)		IN STOCK SHIPS TODAY
			2	4+	
H-5877	Deluxe	15"	\$19	\$18	2 <input type="button" value="ADD"/>

Chrome Wire Shelving Unit - 60 x 18 x 72"



[More Images & Video](#)

4 SHELF STARTER UNIT

Maximize storage in large office closets.

- Shelves adjust in 1" increments.
- Assemble in minutes. No tools required.
- Reduce dust and dirt accumulation.
- NSF certified.
- Optional 5" polyurethane swivel stem casters add 6" to height.
- [Add-On Units](#) and [Wire Shelving Accessories](#) available.

SPECIFY SIZE:

MODEL NO.	DIMENSIONS W x D x H	SHELF CAP. (LBS.)	PRICE EACH		WT. (LBS.)	UNIT HEIGHT	IN STOCK SHIPS TODAY
			1	3+			
H-2942-72	60 x 18 x 72"	650	\$242	\$230	84	72" Height ▾	1 <input type="button" value="ADD"/>

SHIPS UNASSEMBLED VIA UPS

Chrome Mobile Shelving - 72 x 24 x 78"



[Enlarge & Video](#)

Tough, heavy-duty maneuverable carts move large loads.

- 4 Shelf - Longer posts give more space for larger items. Greater capacity for fewer trips.
- Easy to clean; won't collect dirt.
- Shelves adjust in 1" increments.
- 5" locking swivel casters included.
- NSF Certified.
- Optional [Wire Shelving Accessories](#) available.

MODEL NO.	DIMENSIONS W x D x H	SHELF QTY.	CAPACITY (LBS.)	WT. (LBS.)	PRICE EACH		IN STOCK SHIPS TODAY
					1	3+	
H-5456	72 x 24 x 78"	4	1,000	138	\$385	\$375	<input type="text" value="1"/> <input type="button" value="ADD"/>

SHIPS UNASSEMBLED VIA MOTOR FREIGHT

Plastic Shelf Liner - 60 x 18", Clear



[More Images](#)

Keep your smallest items from falling through.

- Durable 1/16" liners provide a solid surface.
- Clear acrylic allows you to notice items on all shelves.

SPECIFY COLOR: ☒ ☐

SOLD IN CARTON QUANTITIES

MODEL NO.	SIZE W x D	LBS./ CARTON	QTY./ CARTON	PRICE PER LINER		COLOR	IN STOCK SHIPS TODAY
				4	12+		
H-2436	60 x 18"	10	4	\$24	\$22	<input type="checkbox"/> Clear <input checked="" type="checkbox"/>	<input type="text" value="4"/> liners <input type="button" value="ADD"/>

Stainless Steel Wire Shelving Unit - 36 x 24 x 72"



[Enlarge & Video](#)

Twice the price and well worth it. Strong, durable and absolutely will not rust.

- Used in hospitals, labs and restaurants.
- Type 304 stainless steel withstands the harshest environments.
- Open wire maximizes airflow, reduces dirt and dust buildup.
- Shelves adjust in 1" increments.
- NSF certified.
- Optional 5" stainless steel swivel stem casters add 6" to height.
- [Wire Shelving Accessories](#) available.

MODEL NO.	DIMENSIONS W x D x H	NO. OF SHELVES	SHELF CAP. (LBS.)	WT. (LBS.)	PRICE EACH		IN STOCK SHIPS TODAY
					1	3+	
H-5480	36 x 24 x 72"	4	800	73	\$550	\$529	<input type="text" value="1"/> <input type="button" value="ADD"/>

SHIPS UNASSEMBLED VIA UPS

Vinyl Tag Protectors - 4 x 6", Clear



[Enlarge](#)

Color coded to call attention to rejected items, low inventory or repair needs.

- 8 mil clear vinyl protects tags from harsh environments.
- Use on machinery, valves, controls, switches, etc.
- [Tags](#) sold separately.

SPECIFY COLOR:



MODEL NO.	USABLE SIZE W x L	SUGGESTED USE	PRICE PER CARTON OF 50			COLOR	IN STOCK SHIPS TODAY
			1	3	6+		
S-12436C	4 x 6"	Photos	\$46	\$43	\$41	<input type="checkbox"/> Clear ▾	<input type="text" value="1"/> <input type="button" value="ADD"/>



Animal Service Requisition under \$30,000

421 N. COUNTY FARM
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File #: 25-1203

Agenda Date: 5/20/2025

Agenda #: 6.B.



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#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$29,492.15
COMMITTEE: ANIMAL SERVICES	TARGET COMMITTEE DATE: 05/20/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$29,492.15
	CURRENT TERM TOTAL COST: \$29,492.15	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: HILL'S PET NUTRITION SALES, INC.	VENDOR #: 11778	DEPT: ANIMAL SERVICES	DEPT CONTACT NAME: KRISTIE LECAROS
VENDOR CONTACT: ALLISON TRIPP	VENDOR CONTACT PHONE: (785) 224-6895	DEPT CONTACT PHONE #: 630-407-2803	DEPT CONTACT EMAIL: KRISTIE.LECAROS@DUPAGECOUNTY.GOV
VENDOR CONTACT EMAIL: ALLISON_TRIPP@HILLSPET.COM	VENDOR WEBSITE: WWW.HILLSPET.COM	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchase order for the purchase of canine and feline pet food for Animal Services. Hill's Pet Nutrition offers an extensive variety of pet food including a robust selection of prescription diet for dogs and cats. Pricing was obtained from three of the most popular shelter pet food manufacturers offering both standard and veterinary pet food including Hill's Pet Nutrition, Purina, and Royal Canin. In a side-by-side comparison, Hill's Pet Nutrition was the lowest price at \$29,492.15, compared to Purina at \$36,509.65, and Royal Canin at \$70,266.80 for an estimated one year supply based on actual 2024 usage. This purchase agreement is for one year.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Animal Services will purchase direct from the manufacturer under the Hill's Food, Shelter & Love® Program as opposed to going through a distributor. The Hill's Shelter Program allows Animal Services to feed the recommended diet for shelter canines and felines entrusted in our care, making possible the highest level of care for shelter animals. Animal Services requires a company that offers veterinary prescription diets in order to care for the many animals coming into the shelter with chronic conditions or who present acutely with a medical condition, something that is becoming increasingly common. Hill's Prescription Diet brand addresses all medical conditions along with acute illnesses. Hill's Shelter Program sells food to government and nonprofit animal shelters at deep discounts. Hill's also provides sample bags of puppy, kitten, adult dog and cat food for new adopters at no cost, allowing for an easy transition from shelter to home for both the pet and the adopter. Because Prescription Diet is made widely available for purchase from many veterinary hospitals and specialty pet food retailers, it is also easy for pet owners to continue feeding Prescription Diet once the animal leaves the shelter.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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: HILL'S PET NUTRITION SALES, INC.	Vendor#: 11778	Dept: ANIMAL SERVICES	Division:
Attn: ALLISON TRIPP	Email: ALLISON_TRIPP@HILLSPET.COM	Attn: KRISTIE LECAROS	Email: ANIMALSERVICES@DUPAGECOUNTY.GOV
Address: 400 SW 8TH AVENUE	City: Topeka	Address: 2255 MANCHESTER RD	City: WHEATON
State: KS	Zip: 66603	State: IL	Zip: 60187
Phone: (785) 224-6895	Fax:	Phone: 630-407-2800	Fax: 630-407-2801
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: HILL'S PET NUTRITION SALES, INC.	Vendor#: 11778	Dept: ANIMAL SERVICES	Division:
Attn: ACCOUNTS RECEIVABLE	Email:	Attn: LAURA FLAMION	Email: LAURA.FLAMION@DUPAGECOUNTY.GOV
Address: PO BOX 842257	City: DALLAS	Address: 2255 MANCHESTER RD	City: WHEATON
State: TX	Zip: 75284-2257	State: IL	Zip: 60187
Phone: 800-354-4557	Fax:	Phone: 630-407-2800	Fax: 630-407-2801
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 22, 2025	Contract End Date (PO25): Jun 21, 2026

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			SHELTER PET FOOD CANINE/ FELINE	FY25	1100	1300	52210		16,192.15	16,192.15
2	1			SHELTER PET FOOD CANINE/ FELINE	FY26	1100	1300	52210		13,300.00	13,300.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 29,492.15

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

Animal Services Shelter Pet Food Cost Comparison																								
	Hill's Science Diet								Purina								Royal Canin							
	(Based on Jan-Dec 2023 Order History)																							
	Hill's SKU	Qty	Price Per Unit	Shelter Discount	Extended Price	Lbs/Cans Per Item	Price Per Lb/Can	Purina	Purina SKU	Qty	Price Per Unit	Extended Price	Lbs/Cans Per Item	Price Per Lb/Can	Royal Canin	RC SKU	Qty	Price Per Unit	Extended Price	Lbs/Cans Per Item	Price Per Lb/Can	Category		
Canine	Science Diet Puppy 35.0000# 35.00	603920	17	\$35.47	56%	\$265.32	35	\$0.45	Pro Plan® Puppy Chicken & Rice Formula 34lb	13270	17	\$ 63.09	\$1,072.53	34	\$1.86	RCSHN MEDIUM Puppy 30#	493831	17	\$109.99	\$1,869.83	30	\$3.67	Standard	
	PD CA c/d Mul Ckn 27.5lb bg 27.5000#	10012	7	\$87.31		\$611.17	27.5	\$3.17	Pro Plan Veterinary Diet Canine UR Urinary Formula 25lb	17574	7	\$ 78.98	\$552.86	25	\$3.16	Urinary SO Dry 25.3lb	426025	7	81.41	\$569.87	25	\$3.26	Prescription	
	PD CA c/d Ckn&VgStew 12x12.5oz cs	3384	8	\$40.72		\$325.76	12	\$3.39	Pro Plan Veterinary Diet Canine UR Urinary Formula 12x13.3oz can	17149	8	\$ 37.21	\$297.68	12	\$3.10	Urinary SO Dry TSIG can 24x12.5oz	47723	8	83.04	\$664.32	24	\$3.46	Prescription	
	PD CA c/d Ckn&VgStew 24x5.5oz cs	3388	2	\$42.27		\$84.54	24	\$1.76	Pro Plan Veterinary Diet Canine UR Urinary Formula 12x13.3oz can	17149	2	\$ 37.21	\$74.42	12	\$3.10	Urinary SO Dry TSIG can 24x12.5oz	47723	2	83.04	\$166.08	24	\$3.46	Prescription	
	PD Ca i/d 27.5lb bg 27.5000#	10013	6	\$88.16		\$528.96	27.5	\$3.21	Pro Plan Veterinary Diet Canine EN Gastroenteric Formula, Hospital Feeding Pack 25lb	Brown Bag 10234	6	\$ 36.70	\$220.20	25	\$1.47	Gastrointestinal Dry 22#	484022	6	\$75.89	\$455.34	22	\$3.45	Prescription	
	PD Ca i/d 12/13 oz cs	7008	3	\$39.30		\$117.90	12	\$3.28	Pro Plan Veterinary Diet Canine EN Gastroenteric Formula 12x13.4oz can	15934	3	\$ 37.45	\$112.35	12	\$3.12	Gastrointestinal Loaf Can 24/13.5oz	66320	3	\$81.12	\$243.36	24	\$3.38	Prescription	
	PD Ca i/d Ckn&VgStew 12x12.5oz cs	3389	42	\$42.72		\$1,794.24	12	\$3.56	Gastroenteric Chkn Savory Select 12x13.4oz can	19247	42	\$ 37.45	\$1,572.90	12	\$3.12	Gastrointestinal Loaf In Sauce Can 24/13.5oz (no stew avail.)	47016	42	\$81.12	\$3,407.04	24	\$3.38	Prescription	
	PD Ca k/d w/Ckn 27.5lb bg 27.5000#	10022	2	\$92.26		\$184.52	27.5	\$3.35	Pro Plan Veterinary Diet Canine NF Kidney Function Formula 25lb	10265	2	\$ 82.23	\$164.46	25	\$3.29	Renal Support + Hydrolyzed Protein Dry 17.6#	562108	2	\$75.89	\$151.78	17.6	\$4.31	Prescription	
	PD Ca w/d Vg&CknStew 24x5.5oz cs 9.3750#	10128	14	\$42.80		\$599.20	24	\$1.78	Pro Plan Veterinary Diet Canine OM Overweight Management Chicken Flavored Formula 12x13.3oz	13809	14	\$ 39.94	\$559.16	12	\$3.33	Satiety™ Support Loaf in Sauce Can 24/13.4 oz	47233	14	\$83.04	\$1,162.56	24	\$3.46	Prescription	
	PD Ca w/d Vg&CknStew 12x12.5oz cs 9.3750#	10129	34	\$43.46		\$1,477.64	12	\$3.62	Pro Plan Veterinary Diet Canine OM Overweight Management Chicken Flavored Formula 12x13.3oz	13809	34	\$ 39.94	\$1,357.96	12	\$3.33	Satiety™ Support Loaf in Sauce Can 24/13.4 oz	47233	34	\$83.04	\$2,823.36	24	\$3.46	Prescription	
	PD Ca d/d Pot&Sal 25lb bg 25.0000#	10863	16	\$93.03		\$1,488.48	25	\$3.72	Pro Plan Veterinary Diet DRM Naturals Dermatologic Management 25lb	17618	16	\$ 92.09	\$1,473.44	25	\$3.68	Hydrolyzed Protein PS Dry 24.2#	760524	16	\$92.45	\$1,479.20	24.2	\$3.82	Prescription	
	PD Ca d/d Sal&Pot 12/13 oz cs	7004	26	\$46.26		\$1,202.76	12	\$3.86	Pro Plan Veterinary Diet HA Hydrolyzed Chicken 12x13.3oz	17990	26	\$ 44.12	\$1,147.12	12	\$3.68	Hydrolyzed Protein PD can 24/13.5oz	302010	26	\$102.00	\$2,652.00	24	\$4.25	Prescription	
	PD Ca d/d Pot&Ven 17.6lb bg	5342	0	\$77.47		\$0.00	17.6	\$4.40	Pro Plan Veterinary Diet HA Hydrolyzed 16.5lb	19008	0	\$ 69.71	\$0.00	16.5	\$4.22	Selected Protein PR Dry 17.6#	760217	0	\$82.79	\$0.00	17.6	\$4.70	Prescription	
	PD Ca Meta 27.5lb bg 27.5000#	1953	5	\$88.14		\$440.70	27.5	\$3.21	Pro Plan Veterinary Diet Canine OM Overweight Management Formula 25lb	10252	5	\$ 76.87	\$384.35	18	\$4.27	Glycobalance Dry 17.6#	488617	5	\$68.99	\$344.95	17.6	\$3.92	Prescription	
	PD Ca Meta 12x13oz cs 9.7899#	1957	6	\$42.08		\$252.48	12	\$3.51	Pro Plan Veterinary Diet Canine OM Overweight Management Formula 12x13.3oz can	13809	6	\$ 39.94	\$239.64	12	\$3.33	Glycobalance Loaf in Sauce can 12/13.4oz	38324	6	\$41.52	\$249.12	24	\$1.73	Prescription	
	PD Ca Meta Ckn&VgStew 12x12.5oz cs	3402	4	\$44.91		\$179.64	12	\$3.74	Pro Plan Veterinary Diet Canine OM Overweight Management Formula 12x13.3oz can	13809	4	\$ 39.94	\$159.76	12	\$3.33	Glycobalance Loaf in Sauce can 12/13.4oz	38324	4	\$41.52	\$166.08	12	\$3.46	Prescription	
	PD Ca k/d Ckn&VgStew 12x12.5oz cs 9.3750#	3395	5	\$39.30		\$196.50	12	\$3.28	Pro Plan Veterinary Diet Canine NF Kidney Function Formula 12x13.3oz can	13804	5	\$ 37.45	\$187.25	12	\$3.05	Renal Support D Morsels in Gravy Can 24/13 oz	47713	5	\$84.72	\$423.60	24	\$3.53	Prescription	
	SD Ca Adt SmallBites Ckn 15lb bg 15.0000#	603798	0	\$34.73		\$0.00	15	\$2.32	Pro Plan® Adult Small Breed Formula 18lb	13192	0	\$ 36.62	\$0.00	18	\$2.03	RCSHN SMALL Adult 14lb	512514	35	\$59.99	\$2,099.65	17	\$3.53	Standard	
	SD Ca Adt SmallBites Ckn 35lb bg 35.0000#	10998	0	\$67.01		\$0.00	35	\$1.91	NOT AVAILABLE IN SIZES >18LB								NOT AVAILABLE IN SIZES >14LB							
	Science Diet Adult Dog 35.0000#	603916	162	\$33.43	56%	\$2,382.89	35	\$0.42	Pro Plan Veterinary Diet Canine EN Gastroenteric Formula, Hospital Feeding Pack 25lb (SIZE REDUCED FROM 30# IN MAY 2024)	Brown Bag 10324	162	\$ 36.70	\$5,945.40	25	\$1.47	RCSHN MEDIUM Adult 30lb	517430	162	\$99.99	\$16,198.38	30	\$3.33	Standard	
	Science Diet Puppy Chicken (Case of 12 x 13oz Cans)	7036	43	\$31.80	35%	\$888.81	12	\$1.72	Pro Plan® Puppy Chicken & Rice Entrée Classic 12x13oz	02773	43	\$ 21.96	\$944.28	12	\$1.83	RCSHN (All Dogs) Puppy (can) 12/13.5 oz	42056	43	\$47.88	\$2,058.84	12	\$3.99	Standard	
	Science Diet Canine Adult Chicken (Case of 12 x 13oz Cans)	7037	225	\$31.80	35%	\$4,650.75	12	\$1.72	Pro Plan® Complete Essentials Adult Chicken & Rice Entrée Classic 12x13oz	02776	225	\$ 21.96	\$4,941.00	12	\$1.83	RCCHN (All Dogs) Adult (can) 12/13.5 oz	42066	225	\$46.68	\$10,503.00	12	\$3.89	Standard	
	Science Diet Canine Adult Beef (Case of 12 x 13oz Cans)	7039	0	\$31.80	35%	\$0.00	12	\$0.00	Pro Plan® Complete Essentials Adult Beef & Rice Entrée 12x13oz	02775	0	\$ 21.96	\$0.00	12	\$1.83	RCCHN (All Dogs) Adult (can) 12/13.5 oz	42066	0	\$46.68	\$0.00	12	\$3.89	Standard	
	PD W/D Canine 27.5lb bg 27.5000#	8602	8	\$88.00		\$704.00	27.5	\$3.20	Pro Plan Veterinary Diet Canine OM Overweight Management Formula 25lb	10252	8	\$ 76.87	\$614.96	25	\$3.07	Satiety™ Support Dry 26.4lb	472126	8	\$82.79	\$662.32	26.4	\$3.14	Prescription	
	PD z/d Ultra Canine 12x13oz cs	7018	0	\$46.26		\$0.00	12	\$3.86	Pro Plan Veterinary Diet Canine HA Hydrolyzed 12x13.4oz can	17990	0	\$ 44.12	\$0.00	12	\$3.68	Hydrolyzed Protein Loaf Can 24/13.7	771513	0	\$102.00	\$0.00	24	\$4.25	Prescription	
	PD z/d Ultra Allern Free Canine 25lb bg 25.000#	8439	0	\$89.64		\$0.00	25	\$3.59	Pro Plan Veterinary Diet Canine HA Hydrolyzed 25lb	17254	0	\$ 92.51	\$0.00	25	\$3.70	Hydrolyzed Protein Dry 25.3lb	427625	0	\$93.14	\$0.00	25.3	\$3.68	Prescription	
	PD canine/feline a/d 24/5.5 oz cs	5670	8	\$58.71		\$469.68	24	\$2.45	Pro Plan Veterinary Diet CN Critical Nutrition 24x5.5oz	14720	8	\$ 55.79	\$446.32	24	\$2.32	Recovery™ Ultra Soft Mousse in Sauce 24/5.1 oz	44785	8	\$58.08	\$464.64	24	\$2.42	Prescription	



Hill's Pet Nutrition, Inc.
6180 Sprint Parkway,
Overland Park, KS 66211

Subject: 2025 Hill's Pet Nutrition Commercial Changes

Dear Valued Animal Welfare Partner,

Hill's Pet Nutrition is committed to investing in cutting edge science and providing innovative therapeutic and wellness pet nutrition. With this in mind, and as part of our growth strategy, Hill's will be introducing new list pricing in 2025 that will fuel investments in R&D and awareness driving media campaigns.

The new pricing will be reflected across Hill's Pet Nutrition products, **effective February 3, 2025**.

Hill's Food, Shelter and Love program partners will see the following **LIST PRICE*** increases in the standard shelter portfolio skus:

SKU	Brand	Species	Description	Size		Form	Pack Size	Current List Price	New List Price	Change
603916	Science Diet	Canine	Adult In-Shelter Feeding Bag	35	lb	Dry	Extra Large Bag	\$ 32.46	\$ 33.43	3%
603920	Science Diet	Canine	Puppy In-Shelter Feeding Bag	35	lb	Dry	Extra Large Bag	\$ 34.44	\$ 35.47	3%
2092	Science Diet	Feline	Kitten In-Shelter Feeding Bag	35	lb	Dry	Extra Large Bag	\$ 54.32	\$ 55.95	3%
6801	Science Diet	Feline	Adult In-Shelter Feeding Bag	20	lb	Dry	Extra Large Bag	\$ 31.55	\$ 32.50	3%
7036	Science Diet	Canine	Puppy Chicken & Barley Entrée	12 x 13	oz	Wet	Large Can	\$ 31.80	\$ 31.80	0%
7037	Science Diet	Canine	Adult Chicken & Barley Entrée	12 x 13	oz	Wet	Large Can	\$ 31.80	\$ 31.80	0%
7039	Science Diet	Canine	Adult Beef & Barley Entrée	12 x 13	oz	Wet	Large Can	\$ 31.80	\$ 31.80	0%
6600	Science Diet	Feline	Kitten Liver & Chicken Entrée	24 x 5.5	oz	Wet	Small Can	\$ 43.20	\$ 43.20	0%
6174	Science Diet	Feline	Kitten Savory Turkey Entrée	24 x 5.5	oz	Wet	Small Can	\$ 43.20	\$ 43.20	0%
4534	Science Diet	Feline	Adult Savory Chicken Entrée	24 x 5.5	oz	Wet	Small Can	\$ 43.20	\$ 43.20	0%
6610	Science Diet	Feline	Adult Liver & Chicken Entrée	24 x 5.5	oz	Wet	Small Can	\$ 43.20	\$ 43.20	0%

Remember that list prices do not reflect your final Food, Shelter & Love program cost. Refer to Appendix B of your shelter's contract with Hill's to review the discounts provided on core in-shelter feeding products. Supplemental products ordered may also be impacted by the price increase. Please refer to the included comprehensive price list to identify all product price changes.




Although this is the first price increase on shelter feeding bags in two years, we understand that any price increase, even on deeply discounted food, can present a challenge for shelters. **If you have any questions on these changes, please contact the Shelter Helpline via email at Shelter@hillspet.com or by phone at 1-866-283-1217.**

Sincerely,


Allison Tripp
Marketing Engagement Manager, Hill's U.S.

This letter and all documents enclosed are confidential and intended for Hill's customers only. Please do not share this letter, the documents or their contents with other parties.

Hill's Food, Shelter & Love Program Price List

Price List Effective February 3, 2025

Hill's Food, Shelter & Love Program

	FORM	SIZE		SKU	PRICE
SCIENCE DIET IN-SHELTER FEEDING BAGS					
Science Diet Puppy	Dry	35	lb	603920	\$ 35.47
Science Diet Adult Dog		35	lb	603916	\$ 33.43
Science Diet Kitten		35	lb	2092	\$ 55.95
Science Diet Adult Cat		20	lb	6801	\$ 32.50
SCIENCE DIET IN-SHELTER FEEDING CANS					
Science Diet Puppy Chicken & Barley Entrée	Wet	12 x 13	oz	7036	\$ 31.80
Science Diet Canine Adult Chicken & Barley Entrée		12 x 13	oz	7037	\$ 31.80
Science Diet Canine Adult Beef & Barley Entrée		12 x 13	oz	7039	\$ 31.80
Science Diet Kitten Liver & Chicken Entrée		24 x 5.5	oz	6600	\$ 43.20
Science Diet Kitten Savory Turkey Entrée		24 x 5.5	oz	6174	\$ 43.20
Science Diet Feline Adult Savory Chicken Entrée		24 x 5.5	oz	4534	\$ 43.20
Science Diet Feline Adult Liver & Chicken Entrée		24 x 5.5	oz	6610	\$ 43.20

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Telephone 1-866-283-1217

**These list prices do not reflect the Hill's Food, Shelter & Love program discount.
Please refer to Appendix B of your contract for the program discount.**



Transforming Lives
SCIENCE DID THAT

Price List Effective February 3, 2025

Description		Form	Size	SKU	List Price	Alaska & Hawaii Surchage	Case MSRP ³	Unit MSRP ³	Minimum Advertised Price (MAP) Schedule ⁴		
									Case MAP	Unit MAP	
HILL'S CANINE TREATS											
ADULT	Natural Fruity Crunchy Snacks with Cranberry & Oatmeal	Crunchy	12 x 8 oz	10564	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Fruity Crunchy Snacks with Apple & Oatmeal	Crunchy	12 x 8 oz	10565	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Jerky Mini-Strips with Real Beef	Jerky	12 x 7.1 oz	1874	\$ 64.92	\$ 0.44	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Jerky Mini-Strips with Real Chicken	Jerky	12 x 7.1 oz	1875	\$ 64.92	\$ 0.44	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Jerky Strips with Real Beef	Jerky	12 x 7.1 oz	1876	\$ 64.92	\$ 0.44	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Jerky Strips with Real Chicken	Jerky	12 x 7.1 oz	1877	\$ 64.92	\$ 0.44	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Flexi-Stix Turkey Jerky	Jerky	12 x 7.1 oz	3680	\$ 64.92	\$ 0.44	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Flexi-Stix Beef Jerky	Jerky	12 x 7.1 oz	3682	\$ 64.92	\$ 0.44	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Training Treats Soft & Chewy with Real Chicken	Training	12 x 3 oz	1879	\$ 38.16	\$ 0.18	\$ 81.48	\$ 6.79	\$ 71.88	\$ 5.99	
	Natural Baked Light Biscuits with Real Chicken, Small	Baked Light	12 x 8 oz	10566	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Baked Light Biscuits with Real Chicken, Medium	Baked Light	12 x 8 oz	10567	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Soft Savories with Beef & Cheddar	Soft Savories	12 x 8 oz	3359	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Soft Savories with Peanut Butter & Banana	Soft Savories	12 x 8 oz	3360	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Natural Soft Savories with Chicken & Yogurt	Soft Savories	12 x 8 oz	3361	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
ADULT GRAIN FREE	Soft-Baked Naturals with Chicken & Carrots	Soft Baked	12 x 8 oz	2448	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Soft-Baked Naturals with Beef & Sweet Potatoes	Soft Baked	12 x 8 oz	2449	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Soft-Baked Naturals with Duck & Pumpkin	Soft Baked	12 x 8 oz	2450	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	
	Crunchy Naturals with Chicken & Apples	Crunchy	12 x 8 oz	3032	\$ 64.92	\$ 0.43	\$ 135.48	\$ 11.29	\$ 107.88	\$ 8.99	

3 MSRP means Manufacturer's Suggested Retail Price. The MSRP's listed in this document are recommendations only and there is no obligation on the retailer to comply with these recommendations.

4 IMPORTANT NOTE: Hill's MAP Policy does not apply to the prices at which products are actually sold. The Hill's MAP Policy only applies to the advertised price of Hill's products – Authorized Sellers continue to have the right to sell Hill's products at any price they c

Note: Freight surcharge is based upon gross weight and is subject to change without notice.

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Therapeutic Nutrition To Help Veterinarians Transform Pets' Lives

										Minimum Advertised Price (MAP) Schedule		
Description			Form	Size		SKU	List Price	Alaska & Hawaii Surcharge	Case MSRP ₃	Unit MSRP ₃	Case MAP	Unit MAP
PRESCRIPTION DIET CANINE												
a/d Canine/Feline (Urgent Care)	with Chicken	Canned	24 x 5.5	oz	5670	\$ 58.71	\$ 0.65	\$ 85.99	\$ 3.59	\$ 85.99	\$ 3.59	
b/d Canine (Brain Aging Care)	Chicken Flavor	Dry	17.6	lb	8605	\$ 64.16	\$ 1.25	\$ 94.99	\$ 94.99	\$ 94.99	\$ 94.99	
c/d Multicare Canine (Urinary Care)	Chicken & Vegetable Stew	Stew	24 x 5.5	oz	3388	\$ 42.27	\$ 0.65	\$ 61.99	\$ 2.59	\$ 61.99	\$ 2.59	
	Chicken & Vegetable Stew	Stew	12 x 12.5	oz	3384	\$ 40.72	\$ 0.78	\$ 59.99	\$ 5.00	\$ 59.99	\$ 5.00	
	Chicken Flavor	Loaf	12 x 13	oz	7001	\$ 37.99	\$ 0.79	\$ 55.99	\$ 4.67	\$ 55.99	\$ 4.67	
	Chicken, Vegetables & Rice Stew	Stew Pouch	24 x 2.8	oz	608564	\$ 32.71	\$ 0.36	\$ 47.99	\$ 2.00	\$ 47.99	\$ 2.00	
	Chicken Flavor	Dry	8.5	lb	10111	\$ 37.28	\$ 0.64	\$ 54.99	\$ 54.99	\$ 54.99	\$ 54.99	
			17.6	lb	10104	\$ 65.37	\$ 1.25	\$ 96.99	\$ 96.99	\$ 96.99	\$ 96.99	
27.5			lb	10012	\$ 87.31	\$ 1.95	\$ 128.99	\$ 128.99	\$ 128.99	\$ 128.99		
c/d Multicare Low Fat Canine (Urinary Care)	Vegetables & Turkey Stew	Stew	12 x 12.5	oz	608613	\$ 42.08	\$ 0.78	\$ 61.99	\$ 5.17	\$ 61.99	\$ 5.17	
	Chicken Flavor	Dry	8.5	lb	608610	\$ 39.14	\$ 0.64	\$ 57.99	\$ 57.99	\$ 57.99	\$ 57.99	
			17.6	lb	608611	\$ 68.66	\$ 1.25	\$ 101.99	\$ 101.99	\$ 101.99	\$ 101.99	
27.5			lb	608612	\$ 91.26	\$ 1.95	\$ 134.99	\$ 134.99	\$ 134.99	\$ 134.99		
c/d Multicare + Metabolic Weight Canine (Urinary Care + Weight)	Chicken Flavor	Dry	8.5	lb	603823	\$ 39.94	\$ 0.63	\$ 58.99	\$ 58.99	\$ 58.99	\$ 58.99	
			24.5	lb	603824	\$ 91.48	\$ 1.74	\$ 134.99	\$ 134.99	\$ 134.99	\$ 134.99	
Derm Complete Canine (Environmental & Food Sensitivities)	Rice & Egg Recipe	Loaf	12 x 13	oz	605725	\$ 47.05	\$ 0.79	\$ 68.99	\$ 5.75	\$ 68.99	\$ 5.75	
	Rice & Egg Recipe	Dry	6.5	lb	605721	\$ 32.71	\$ 0.49	\$ 47.99	\$ 47.99	\$ 47.99	\$ 47.99	
			14.3	lb	605723	\$ 64.71	\$ 1.02	\$ 94.99	\$ 94.99	\$ 94.99	\$ 94.99	
			24	lb	605724	\$ 93.90	\$ 1.70	\$ 137.99	\$ 137.99	\$ 137.99	\$ 137.99	
Derm Complete Puppy (Environmental & Food Sensitivities)	Rice & Egg Recipe	Dry	14.3	lb	607547	\$ 64.71	\$ 1.02	\$ 94.99	\$ 94.99	\$ 94.99	\$ 94.99	
d/d Canine (Skin/Food Sensitivities)	Duck Recipe	Loaf	12 x 13	oz	7003	\$ 46.26	\$ 0.79	\$ 67.99	\$ 5.67	\$ 67.99	\$ 5.67	
	Salmon Recipe	Loaf	12 x 13	oz	7004	\$ 46.26	\$ 0.79	\$ 67.99	\$ 5.67	\$ 67.99	\$ 5.67	
	Potato & Venison Recipe	Loaf	12 x 13	oz	608498	\$ 47.58	\$ 0.79	\$ 69.99	\$ 5.84	\$ 69.99	\$ 5.84	
	Potato & Duck Recipe	Dry	8	lb	5347	\$ 40.72	\$ 0.61	\$ 59.99	\$ 59.99	\$ 59.99	\$ 59.99	
			17.6	lb	5343	\$ 75.99	\$ 1.25	\$ 111.99	\$ 111.99	\$ 111.99	\$ 111.99	
			25	lb	10865	\$ 93.03	\$ 1.78	\$ 136.99	\$ 136.99	\$ 136.99	\$ 136.99	
	Potato & Salmon Recipe	Dry	8	lb	5346	\$ 40.72	\$ 0.61	\$ 59.99	\$ 59.99	\$ 59.99	\$ 59.99	
			17.6	lb	5345	\$ 75.99	\$ 1.25	\$ 111.99	\$ 111.99	\$ 111.99	\$ 111.99	
			25	lb	10863	\$ 93.03	\$ 1.78	\$ 136.99	\$ 136.99	\$ 136.99	\$ 136.99	
	Potato & Venison Recipe	Dry	8	lb	5348	\$ 42.08	\$ 0.61	\$ 61.99	\$ 61.99	\$ 61.99	\$ 61.99	
			17.6	lb	5342	\$ 77.47	\$ 1.25	\$ 113.99	\$ 113.99	\$ 113.99	\$ 113.99	
			25	lb	10864	\$ 96.48	\$ 1.78	\$ 141.99	\$ 141.99	\$ 141.99	\$ 141.99	
g/d Canine (Aging Care)	Turkey Flavor	Loaf	12 x 13	oz	7006	\$ 39.94	\$ 0.79	\$ 58.99	\$ 4.92	\$ 58.99	\$ 4.92	
	Chicken Flavor	Dry	8.5	lb	8616	\$ 38.68	\$ 0.63	\$ 56.99	\$ 56.99	\$ 56.99	\$ 56.99	
Gastrointestinal Biome Canine (Digestive/Fiber Care)	Chicken & Vegetable Stew	Stew	12 x 12.5	oz	605362	\$ 45.60	\$ 0.78	\$ 66.99	\$ 5.59	\$ 66.99	\$ 5.59	
	with Chicken	Dry	8	lb	604197	\$ 38.68	\$ 0.61	\$ 56.99	\$ 56.99	\$ 56.99	\$ 56.99	
			16	lb	604198	\$ 65.49	\$ 1.14	\$ 96.99	\$ 96.99	\$ 96.99	\$ 96.99	
			27.5	lb	605250	\$ 93.68	\$ 1.95	\$ 137.99	\$ 137.99	\$ 137.99	\$ 137.99	
h/d Canine (Heart Care)	Chicken Flavor	Dry	17.6	lb	8617	\$ 66.99	\$ 1.25	\$ 98.99	\$ 98.99	\$ 98.99	\$ 98.99	



Therapeutic Nutrition To Help Veterinarians Transform Pets' Lives

Description	Form	Size	SKU	List Price	Alaska & Hawaii Surchage	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule ⁴		
								Case MAP	Unit MAP	
PRESCRIPTION DIET CANINE CONTINUED										
i/d Canine (Digestive Care)	Chicken & Vegetable Stew	Stew	24 x 5.5 oz	3390	\$ 43.46	\$ 0.65	\$ 63.99	\$ 2.67	\$ 63.99	\$ 2.67
	Chicken & Vegetable Stew with Turkey	Loaf	12 x 13 oz	7008	\$ 39.30	\$ 0.79	\$ 57.99	\$ 4.84	\$ 57.99	\$ 4.84
	Chicken Flavor	Dry	8.5 lb	8618	\$ 39.30	\$ 0.63	\$ 57.99	\$ 57.99	\$ 57.99	\$ 57.99
			17.6 lb	8619	\$ 66.99	\$ 1.25	\$ 98.99	\$ 98.99	\$ 98.99	\$ 98.99
			27.5 lb	10013	\$ 88.16	\$ 1.95	\$ 129.99	\$ 129.99	\$ 129.99	\$ 129.99
	Small Bites Chicken Flavor	Dry	7 lb	10737	\$ 36.56	\$ 0.54	\$ 53.99	\$ 53.99	\$ 53.99	\$ 53.99
i/d Low Fat Canine (Digestive Care)	Rice, Vegetable & Chicken Stew	Stew	24 x 5.5 oz	3391	\$ 43.46	\$ 0.65	\$ 63.99	\$ 2.67	\$ 63.99	\$ 2.67
	Rice, Vegetable & Chicken Stew	Stew	12 x 12.5 oz	10423	\$ 42.72	\$ 0.78	\$ 62.99	\$ 5.25	\$ 62.99	\$ 5.25
	Original Flavor	Loaf	12 x 13 oz	1863	\$ 39.25	\$ 0.79	\$ 57.99	\$ 4.84	\$ 57.99	\$ 4.84
	Chicken Flavor	Dry	8.5 lb	1861	\$ 39.30	\$ 0.63	\$ 57.99	\$ 57.99	\$ 57.99	\$ 57.99
			17.6 lb	1862	\$ 66.71	\$ 1.25	\$ 98.99	\$ 98.99	\$ 98.99	\$ 98.99
			27.5 lb	10404	\$ 88.00	\$ 1.95	\$ 129.99	\$ 129.99	\$ 129.99	\$ 129.99
i/d Stress Canine (Digestive Care)	Rice, Vegetable & Chicken Stew	Stew	24 x 5.5 oz	10196	\$ 51.86	\$ 0.65	\$ 75.99	\$ 3.17	\$ 75.99	\$ 3.17
	Chicken Flavor	Dry	8 lb	10207	\$ 45.60	\$ 0.60	\$ 66.99	\$ 66.99	\$ 66.99	\$ 66.99
			14.33 lb	10208	\$ 72.51	\$ 1.02	\$ 106.99	\$ 106.99	\$ 106.99	\$ 106.99
j/d Canine (Joint Care)	with Lamb	Loaf	12 x 13 oz	7009	\$ 40.07	\$ 0.79	\$ 58.99	\$ 4.92	\$ 58.99	\$ 4.92
	Chicken Flavor	Dry	8.5 lb	8620	\$ 35.28	\$ 0.64	\$ 51.99	\$ 51.99	\$ 51.99	\$ 51.99
			27.5 lb	8598	\$ 88.20	\$ 1.95	\$ 129.99	\$ 129.99	\$ 129.99	\$ 129.99
Small Bites Chicken Flavor	Dry	8.5 lb	8583	\$ 35.28	\$ 0.64	\$ 51.99	\$ 51.99	\$ 51.99	\$ 51.99	
k/d Canine (Kidney Care)	Chicken & Vegetable Stew	Stew	24 x 5.5 oz	3396	\$ 42.94	\$ 0.65	\$ 62.99	\$ 2.63	\$ 62.99	\$ 2.63
	Chicken & Vegetable Stew	Stew	12 x 12.5 oz	3395	\$ 39.30	\$ 0.78	\$ 57.99	\$ 4.84	\$ 57.99	\$ 4.84
	Beef & Vegetable Stew	Stew	24 x 5.5 oz	3397	\$ 42.94	\$ 0.65	\$ 62.99	\$ 2.63	\$ 62.99	\$ 2.63
	Beef & Vegetable Stew	Stew	12 x 12.5 oz	3398	\$ 39.30	\$ 0.78	\$ 57.99	\$ 4.84	\$ 57.99	\$ 4.84
	with Chicken	Loaf	12 x 13 oz	7010	\$ 38.58	\$ 0.79	\$ 56.99	\$ 4.75	\$ 56.99	\$ 4.75
	with Lamb	Loaf	12 x 13 oz	2697	\$ 39.30	\$ 0.79	\$ 57.99	\$ 4.84	\$ 57.99	\$ 4.84
	with Chicken	Dry	8.5 lb	8621	\$ 37.28	\$ 0.64	\$ 54.99	\$ 54.99	\$ 54.99	\$ 54.99
			17.6 lb	8622	\$ 67.55	\$ 1.25	\$ 99.99	\$ 99.99	\$ 99.99	\$ 99.99
			27.5 lb	10022	\$ 92.26	\$ 1.95	\$ 135.99	\$ 135.99	\$ 135.99	\$ 135.99
	with Lamb	Dry	8.5 lb	10378	\$ 39.30	\$ 0.67	\$ 57.99	\$ 57.99	\$ 57.99	\$ 57.99
			17.6 lb	10379	\$ 69.73	\$ 1.25	\$ 102.99	\$ 102.99	\$ 102.99	\$ 102.99
	Starter Kit (2 x 5.25 oz dry, 2 x 13 oz cans, 4 x 5.5 oz cans)	Dry + Wet	3.6 lb	605088	\$ 18.89	\$ 0.33	\$ 27.99	\$ 27.99	\$ 27.99	\$ 27.99
	k/d + j/d Canine (Kidney + Joint Care)	Chicken & Vegetable Stew	Stew	12 x 12.5 oz	10853	\$ 42.94	\$ 0.78	\$ 62.99	\$ 5.25	\$ 62.99
Chicken Flavor		Dry	8.5 lb	10869	\$ 40.07	\$ 0.64	\$ 58.99	\$ 58.99	\$ 58.99	\$ 58.99
			18.7 lb	10867	\$ 75.99	\$ 1.32	\$ 111.99	\$ 111.99	\$ 111.99	\$ 111.99
l/d Canine (Liver Care)	Chicken Flavor	Loaf	12 x 13 oz	7011	\$ 42.72	\$ 0.79	\$ 62.99	\$ 5.25	\$ 62.99	\$ 5.25
	Chicken Flavor	Dry	17.6 lb	8623	\$ 72.51	\$ 1.25	\$ 106.99	\$ 106.99	\$ 106.99	\$ 106.99



Therapeutic Nutrition To Help Veterinarians Transform Pets' Lives

Description	Form	Size	SKU	List Price	Alaska & Hawaii Surcharge	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule ₄			
								Case MAP	Unit MAP		
PRESCRIPTION DIET CANINE CONTINUED											
Metabolic Canine (Weight Management)	Vegetable & Beef Stew	Stew	12 x 12.5	oz	3399	\$ 44.91	\$ 0.78	\$ 65.99	\$ 5.50	\$ 65.99	\$ 5.50
	Vegetable & Chicken Stew	Stew	12 x 12.5	oz	3402	\$ 44.91	\$ 0.78	\$ 65.99	\$ 5.50	\$ 65.99	\$ 5.50
	Chicken Flavor	Loaf	12 x 13	oz	1957	\$ 42.08	\$ 0.79	\$ 61.99	\$ 5.17	\$ 61.99	\$ 5.17
	Vegetables, Beef & Rice Stew	Stew Pouch	24 x 2.8	oz	608565	\$ 34.03	\$ 0.36	\$ 49.99	\$ 2.09	\$ 49.99	\$ 2.09
	Vegetables, Rice & Chicken Stew	Stew Pouch	24 x 2.8	oz	608566	\$ 34.03	\$ 0.36	\$ 49.99	\$ 2.09	\$ 49.99	\$ 2.09
	Chicken Flavor	Dry	7.7	lb	603946	\$ 33.85	\$ 0.59	\$ 49.99	\$ 49.99	\$ 49.99	\$ 49.99
			17.6	lb	1952	\$ 65.49	\$ 1.25	\$ 96.99	\$ 96.99	\$ 96.99	\$ 96.99
			27.5	lb	1953	\$ 88.14	\$ 1.95	\$ 129.99	\$ 129.99	\$ 129.99	\$ 129.99
	Lamb Meal & Rice Recipe	Dry	6	lb	3756	\$ 30.38	\$ 0.47	\$ 44.99	\$ 44.99	\$ 44.99	\$ 44.99
			17.6	lb	3755	\$ 66.99	\$ 1.25	\$ 98.99	\$ 98.99	\$ 98.99	\$ 98.99
Metabolic Weight + j/d Canine (Weight + Joint Care)	Vegetable & Tuna Stew	Stew	12 x 12.5	oz	10086	\$ 47.05	\$ 0.78	\$ 68.99	\$ 5.75	\$ 68.99	\$ 5.75
	Carrot & Tuna Stew	Stew Pouch	24 x 2.8	oz	608567	\$ 35.44	\$ 0.36	\$ 51.99	\$ 2.17	\$ 51.99	\$ 2.17
	Chicken Flavor	Dry	8.5	lb	603971	\$ 40.72	\$ 0.61	\$ 59.99	\$ 59.99	\$ 59.99	\$ 59.99
			15	lb	603972	\$ 64.29	\$ 1.07	\$ 94.99	\$ 94.99	\$ 94.99	\$ 94.99
			24	lb	10044	\$ 89.53	\$ 1.70	\$ 131.99	\$ 131.99	\$ 131.99	\$ 131.99
r/d Canine (Weight Reduction)	Chicken Flavor	Loaf	12 x 12.3	oz	7014	\$ 37.99	\$ 0.75	\$ 55.99	\$ 4.67	\$ 55.99	\$ 4.67
	Chicken Flavor	Dry	8.5	lb	8624	\$ 33.85	\$ 0.61	\$ 49.99	\$ 49.99	\$ 49.99	\$ 49.99
			17.6	lb	8625	\$ 62.63	\$ 1.25	\$ 92.99	\$ 92.99	\$ 92.99	\$ 92.99
			27.5	lb	8599	\$ 85.31	\$ 1.95	\$ 125.99	\$ 125.99	\$ 125.99	\$ 125.99
t/d Canine (Dental Care)	Chicken Flavor	Dry	5	lb	4013	\$ 26.85	\$ 0.40	\$ 39.99	\$ 39.99	\$ 39.99	\$ 39.99
			25	lb	4018	\$ 83.27	\$ 1.78	\$ 122.99	\$ 122.99	\$ 122.99	\$ 122.99
	Small Bites Chicken Flavor	Dry	5	lb	4005	\$ 26.85	\$ 0.40	\$ 39.99	\$ 39.99	\$ 39.99	\$ 39.99
u/d Canine (Urinary Care)	Chicken Flavor	Loaf	12 x 13	oz	7016	\$ 37.99	\$ 0.79	\$ 55.99	\$ 4.67	\$ 55.99	\$ 4.67
	Chicken Flavor	Dry	8.5	lb	8670	\$ 37.28	\$ 0.64	\$ 54.99	\$ 54.99	\$ 54.99	\$ 54.99
			27.5	lb	8601	\$ 92.91	\$ 1.95	\$ 136.99	\$ 136.99	\$ 136.99	\$ 136.99
w/d Multi-Benefit Canine (GI/Weight/Glucose Management/Bladder Health)	Vegetable & Chicken Stew	Stew	24 x 5.5	oz	10128	\$ 42.80	\$ 0.65	\$ 62.99	\$ 2.63	\$ 62.99	\$ 2.63
	Vegetable & Chicken Stew	Stew	12 x 12.5	oz	10129	\$ 43.46	\$ 0.78	\$ 63.99	\$ 5.34	\$ 63.99	\$ 5.34
	with Chicken	Loaf	12 x 13	oz	7017	\$ 39.30	\$ 0.79	\$ 57.99	\$ 4.84	\$ 57.99	\$ 4.84
	Chicken Flavor	Dry	8.5	lb	8671	\$ 36.56	\$ 0.61	\$ 53.99	\$ 53.99	\$ 53.99	\$ 53.99
			17.6	lb	8672	\$ 64.71	\$ 1.25	\$ 95.99	\$ 95.99	\$ 95.99	\$ 95.99
			27.5	lb	8602	\$ 88.00	\$ 1.95	\$ 129.99	\$ 129.99	\$ 129.99	\$ 129.99
z/d Canine (Skin/Food Sensitivities)	Original Flavor	Loaf	24 x 5.5	oz	5403	\$ 49.11	\$ 0.65	\$ 71.99	\$ 3.00	\$ 71.99	\$ 3.00
	Original Flavor	Loaf	12 x 13	oz	7018	\$ 46.26	\$ 0.79	\$ 67.99	\$ 5.67	\$ 67.99	\$ 5.67
	Original Flavor	Dry	8	lb	7901	\$ 37.28	\$ 0.61	\$ 54.99	\$ 54.99	\$ 54.99	\$ 54.99
			17.6	lb	8676	\$ 69.19	\$ 1.25	\$ 101.99	\$ 101.99	\$ 101.99	\$ 101.99
			25	lb	8439	\$ 89.64	\$ 1.78	\$ 131.99	\$ 131.99	\$ 131.99	\$ 131.99
	Small Bites Original Flavor	Dry	7	lb	10559	\$ 35.28	\$ 0.54	\$ 51.99	\$ 51.99	\$ 51.99	\$ 51.99
z/d Low Fat Canine (Skin/Food Sensitivities)	Hydrolyzed Soy Recipe	Loaf	12 x 13	oz	608476	\$ 48.93	\$ 0.79	\$ 71.99	\$ 6.00	\$ 71.99	\$ 6.00
	Hydrolyzed Soy Recipe	Dry	8	lb	608499	\$ 39.30	\$ 0.61	\$ 57.99	\$ 57.99	\$ 57.99	\$ 57.99
			17.6	lb	608500	\$ 72.51	\$ 1.25	\$ 106.99	\$ 106.99	\$ 106.99	\$ 106.99
			25	lb	608501	\$ 93.03	\$ 1.78	\$ 136.99	\$ 136.99	\$ 136.99	\$ 136.99



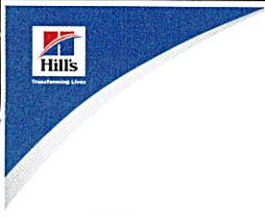
Therapeutic Nutrition To Help Veterinarians Transform Pets' Lives

Description	Form	Size	SKU	List Price	Alaska & Hawaii Surcharge	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule ₄			
								Case MAP	Unit MAP		
PRESCRIPTION DIET CANINE CONTINUED											
ONC Care Canine	with Chicken	Dry	6 lb	607661	\$ 33.45	\$ 0.45	\$ 48.99	\$ 48.99	\$ 48.99	\$ 48.99	
	Chicken & Vegetable Stew	Stew	15 lb	607662	\$ 69.73	\$ 1.10	\$ 101.99	\$ 101.99	\$ 101.99	\$ 101.99	
PRESCRIPTION DIET CANINE TREATS											
Canine Treats		Treats	11 x 6 oz	10898	\$ 46.26	\$ 0.31	\$ 71.94	\$ 11.99	\$ 71.94	\$ 11.99	
Soft Baked Treats			12 x 6 oz	10884	\$ 54.35	\$ 0.37	\$ 83.94	\$ 13.99	\$ 83.94	\$ 13.99	
Hypo Treats			12 x 6 oz	10900	\$ 53.75	\$ 0.37	\$ 82.94	\$ 13.83	\$ 82.94	\$ 13.83	
Metabolic Treats			12 x 6 oz	10899	\$ 53.75	\$ 0.37	\$ 82.94	\$ 13.83	\$ 82.94	\$ 13.83	
PRESCRIPTON DIET FELINE											
c/d Multicare Feline (Urinary Care)	Chicken & Vegetable Stew	Stew	24 x 2.9 oz	3386	\$ 41.37	\$ 0.36	\$ 61.99	\$ 2.59	\$ 61.99	\$ 2.59	
	Vegetable, Tuna & Rice Stew	Stew	24 x 2.9 oz	3385	\$ 41.37	\$ 0.36	\$ 61.99	\$ 2.59	\$ 61.99	\$ 2.59	
	with Chicken	Minced	24 x 5.5 oz	6238	\$ 52.95	\$ 0.65	\$ 78.99	\$ 3.30	\$ 78.99	\$ 3.30	
	with Ocean Fish	Minced	24 x 5.5 oz	6239	\$ 52.95	\$ 0.65	\$ 78.99	\$ 3.30	\$ 78.99	\$ 3.30	
	Chicken, Vegetables & Rice Stew	Stew Pouch	24 x 2.8 oz	608568	\$ 43.46	\$ 0.36	\$ 64.99	\$ 2.71	\$ 64.99	\$ 2.71	
	Vegetable, Tuna & Rice Stew	Stew Pouch	24 x 2.8 oz	608578	\$ 43.46	\$ 0.36	\$ 64.99	\$ 2.71	\$ 64.99	\$ 2.71	
	with Chicken	Dry	4 lb	6247	\$ 24.95	\$ 0.31	\$ 36.99	\$ 36.99	\$ 36.99	\$ 36.99	
			8.5 lb	8679	\$ 45.93	\$ 0.63	\$ 67.99	\$ 67.99	\$ 67.99	\$ 67.99	
			17.6 lb	8680	\$ 76.57	\$ 1.25	\$ 112.99	\$ 112.99	\$ 112.99	\$ 112.99	
	with Ocean Fish	Dry	4 lb	2781	\$ 24.95	\$ 0.31	\$ 36.99	\$ 36.99	\$ 36.99	\$ 36.99	
			8.5 lb	2782	\$ 45.93	\$ 0.64	\$ 67.99	\$ 67.99	\$ 67.99	\$ 67.99	
			17.6 lb	606720	\$ 76.57	\$ 1.25	\$ 112.99	\$ 112.99	\$ 112.99	\$ 112.99	
c/d Multicare + Metabolic Weight Feline (Urinary Care + Weight)	Vegetable & Chicken Stew	Stew	24 x 2.9 oz	10082	\$ 43.58	\$ 0.36	\$ 64.99	\$ 2.71	\$ 64.99	\$ 2.71	
	Vegetable & Tuna Stew	Stew	24 x 2.9 oz	10083	\$ 43.58	\$ 0.36	\$ 64.99	\$ 2.71	\$ 64.99	\$ 2.71	
	Vegetable & Chicken Stew	Stew Pouch	24 x 2.8 oz	608572	\$ 45.60	\$ 0.36	\$ 67.99	\$ 2.84	\$ 67.99	\$ 2.84	
	Chicken Flavor	Dry	6.35 lb	10045	\$ 43.86	\$ 0.49	\$ 64.99	\$ 64.99	\$ 64.99	\$ 64.99	
12 lb	10047		\$ 69.73	\$ 0.86	\$ 102.99	\$ 102.99	\$ 102.99	\$ 102.99			
c/d Multicare Stress Feline (Urinary Care)	Chicken & Vegetable Stew	Stew	24 x 2.9 oz	3387	\$ 42.08	\$ 0.36	\$ 62.99	\$ 2.63	\$ 62.99	\$ 2.63	
	Vegetable & Tuna Stew	Stew	24 x 2.9 oz	608449	\$ 42.08	\$ 0.36	\$ 62.99	\$ 2.63	\$ 62.99	\$ 2.63	
	with Chicken	Minced	24 x 5.5 oz	608451	\$ 53.62	\$ 0.65	\$ 79.99	\$ 3.34	\$ 79.99	\$ 3.34	
	with Tuna	Minced	24 x 5.5 oz	608450	\$ 53.62	\$ 0.65	\$ 79.99	\$ 3.34	\$ 79.99	\$ 3.34	
	Chicken, Vegetables, & Rice Stew	Stew Pouch	24 x 2.8 oz	608570	\$ 44.09	\$ 0.36	\$ 65.99	\$ 2.75	\$ 65.99	\$ 2.75	
	Vegetables, Tuna & Rice Stew	Stew Pouch	24 x 2.8 oz	608571	\$ 44.09	\$ 0.36	\$ 65.99	\$ 2.75	\$ 65.99	\$ 2.75	
	with Chicken	Dry	4 lb	603930	\$ 27.03	\$ 0.31	\$ 39.99	\$ 39.99	\$ 39.99	\$ 39.99	
			8.5 lb	603935	\$ 50.19	\$ 0.64	\$ 73.99	\$ 73.99	\$ 73.99	\$ 73.99	
			17.6 lb	603936	\$ 84.30	\$ 1.25	\$ 123.99	\$ 123.99	\$ 123.99	\$ 123.99	
	with Ocean Fish	Dry	8.5 lb	606718	\$ 50.19	\$ 0.63	\$ 73.99	\$ 73.99	\$ 73.99	\$ 73.99	
			17.6 lb	606719	\$ 84.30	\$ 1.25	\$ 123.99	\$ 123.99	\$ 123.99	\$ 123.99	
c/d Multicare Stress + Metabolic Weight Feline (Urinary Care + Weight)	Chicken Flavor	Dry	6.35 lb	10554	\$ 46.04	\$ 0.45	\$ 67.99	\$ 67.99	\$ 67.99	\$ 67.99	



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Description	Form	Size	SKU	List Price	Alaska & Hawaii Surcharge	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule ₄			
								Case MAP	Unit MAP		
PRESCRIPTION DIET FELINE CONTINUED											
d/d Feline (Skin/Food Sensitivities)	Duck Recipe	Minced	24 x 5.5 oz	5364	\$ 70.94	\$ 0.65	\$ 104.99	\$ 4.38	\$ 104.99	\$ 4.38	
	Duck & Green Pea Recipe	Dry	3.5 lb	5351	\$ 29.87	\$ 0.26	\$ 43.99	\$ 43.99	\$ 43.99	\$ 43.99	
			8.5 lb	5355	\$ 61.20	\$ 0.63	\$ 89.99	\$ 89.99	\$ 89.99	\$ 89.99	
	Venison & Green Pea Recipe	Dry	3.5 lb	5350	\$ 29.87	\$ 0.26	\$ 43.99	\$ 43.99	\$ 43.99	\$ 43.99	
			8.5 lb	5356	\$ 61.20	\$ 0.63	\$ 89.99	\$ 89.99	\$ 89.99	\$ 89.99	
Gastrointestinal Biome Stress Feline (Digestive/Fiber Care)	Chicken & Vegetable Stew	Stew	24 x 2.9 oz	604202	\$ 42.94	\$ 0.36	\$ 62.99	\$ 2.63	\$ 62.99	\$ 2.63	
	with Chicken	Dry	4 lb	604199	\$ 25.72	\$ 0.31	\$ 37.99	\$ 37.99	\$ 37.99	\$ 37.99	
			8.5 lb	604200	\$ 48.81	\$ 0.64	\$ 71.99	\$ 71.99	\$ 71.99	\$ 71.99	
i/d Feline (Digestive Care)	Chicken & Vegetable Stew	Stew	24 x 2.9 oz	3392	\$ 40.72	\$ 0.36	\$ 59.99	\$ 2.50	\$ 59.99	\$ 2.50	
	with Chicken	Minced	24 x 5.5 oz	4628	\$ 54.35	\$ 0.65	\$ 79.99	\$ 3.34	\$ 79.99	\$ 3.34	
	with Chicken	Dry	4 lb	4629	\$ 24.32	\$ 0.30	\$ 35.99	\$ 35.99	\$ 35.99	\$ 35.99	
			8.5 lb	8694	\$ 46.71	\$ 0.63	\$ 68.99	\$ 68.99	\$ 68.99	\$ 68.99	
k/d Early Support Feline (Kidney Care)	Chicken, Vegetable & Rice Stew	Stew	24 x 2.9 oz	603636	\$ 41.49	\$ 0.36	\$ 61.99	\$ 2.59	\$ 61.99	\$ 2.59	
	with Chicken	Dry	4 lb	603634	\$ 26.43	\$ 0.31	\$ 38.99	\$ 38.99	\$ 38.99	\$ 38.99	
k/d Feline (Kidney Care)	Chicken & Vegetable Stew	Stew	24 x 2.9 oz	3393	\$ 42.08	\$ 0.36	\$ 62.99	\$ 2.63	\$ 62.99	\$ 2.63	
	Vegetable & Tuna Stew	Stew	24 x 2.9 oz	3394	\$ 42.08	\$ 0.36	\$ 62.99	\$ 2.63	\$ 62.99	\$ 2.63	
	Pâté with Chicken	Pâté	24 x 5.5 oz	9453	\$ 52.30	\$ 0.65	\$ 77.99	\$ 3.25	\$ 77.99	\$ 3.25	
	Pâté with Tuna	Pâté	24 x 5.5 oz	2698	\$ 53.62	\$ 0.65	\$ 79.99	\$ 3.34	\$ 79.99	\$ 3.34	
	with Chicken	Dry	4 lb	7252	\$ 28.38	\$ 0.30	\$ 41.99	\$ 41.99	\$ 41.99	\$ 41.99	
			8.5 lb	8696	\$ 50.80	\$ 0.64	\$ 74.99	\$ 74.99	\$ 74.99	\$ 74.99	
	with Ocean Fish	Dry	4 lb	10375	\$ 28.38	\$ 0.30	\$ 41.99	\$ 41.99	\$ 41.99	\$ 41.99	
			8.5 lb	10376	\$ 50.80	\$ 0.64	\$ 74.99	\$ 74.99	\$ 74.99	\$ 74.99	
	Starter Kit (2 x 5.25 oz dry, 2 x 5.5 oz cans, 4 x 2.9 oz cans)	Dry + Wet	2.06 lb	607887	\$ 18.70	\$ 0.20	\$ 28.99	\$ 28.99	\$ 28.99	\$ 28.99	
	Stew Variety Pack (12 Chicken, 12 Tuna)	Wet	24 x 2.9 oz	605197	\$ 42.72	\$ 0.38	\$ 63.99	\$ 63.99	\$ 63.99	\$ 63.99	
k/d + j/d Feline (Kidney + Joint Care)	Chicken & Vegetable Stew	Stew	24 x 2.9 oz	10858	\$ 48.36	\$ 0.36	\$ 71.99	\$ 3.00	\$ 71.99	\$ 3.00	
	Chicken Flavor	Dry	6.35 lb	10859	\$ 46.71	\$ 0.48	\$ 68.99	\$ 68.99	\$ 68.99	\$ 68.99	
m/d GlucoSupport Feline (Glucose/Weight Management)	Chicken & Liver Stew	Stew	24 x 2.9 oz	604351	\$ 37.99	\$ 0.36	\$ 55.99	\$ 2.34	\$ 55.99	\$ 2.34	
	with Liver	Minced	24 x 5.5 oz	4281	\$ 51.68	\$ 0.65	\$ 75.99	\$ 3.17	\$ 75.99	\$ 3.17	
	with Chicken	Dry	4 lb	4273	\$ 26.43	\$ 0.31	\$ 38.99	\$ 38.99	\$ 38.99	\$ 38.99	
			8.5 lb	8699	\$ 50.19	\$ 0.60	\$ 73.99	\$ 73.99	\$ 73.99	\$ 73.99	
Metabolic Feline (Weight Management)	Vegetable & Chicken Stew	Stew	24 x 2.9 oz	3403	\$ 38.80	\$ 0.36	\$ 57.99	\$ 2.42	\$ 57.99	\$ 2.42	
	Chicken Flavor	Minced	24 x 5.5 oz	1958	\$ 51.01	\$ 0.65	\$ 75.99	\$ 3.17	\$ 75.99	\$ 3.17	
	Chicken Flavor	Dry	4 lb	1954	\$ 25.03	\$ 0.31	\$ 36.99	\$ 36.99	\$ 36.99	\$ 36.99	
			8.5 lb	1955	\$ 47.38	\$ 0.61	\$ 69.99	\$ 69.99	\$ 69.99	\$ 69.99	
			17.6 lb	1956	\$ 77.47	\$ 1.25	\$ 113.99	\$ 113.99	\$ 113.99	\$ 113.99	
r/d Feline (Weight Reduction)	Chicken Flavor	Minced	24 x 5.5 oz	9454	\$ 49.62	\$ 0.65	\$ 73.99	\$ 3.09	\$ 73.99	\$ 3.09	
	Chicken Flavor	Dry	4 lb	6158	\$ 23.63	\$ 0.31	\$ 34.99	\$ 34.99	\$ 34.99	\$ 34.99	
			8.5 lb	5898	\$ 44.59	\$ 0.64	\$ 65.99	\$ 65.99	\$ 65.99	\$ 65.99	
			17.6 lb	5903	\$ 72.63	\$ 1.25	\$ 106.99	\$ 106.99	\$ 106.99	\$ 106.99	



Therapeutic Nutrition To Help Veterinarians Transform Pets' Lives

Description	Form	Size	SKU	List Price	Alaska & Hawaii Surchage	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule ⁴			
								Case MAP	Unit MAP		
PRESCRIPTION DIET FELINE CONTINUED											
t/d Feline (Dental Care)	Chicken Flavor	Dry	4	lb	4052	\$ 23.63	\$ 0.31	\$ 34.99	\$ 34.99	\$ 34.99	\$ 34.99
			8.5	lb	8724	\$ 46.04	\$ 0.61	\$ 67.99	\$ 67.99	\$ 67.99	\$ 67.99
w/d Multi-Benefit Feline (GI/Weight/Glucose Management/Bladder Health)	with Chicken	Minced	24 x 5.5	oz	9455	\$ 50.31	\$ 0.65	\$ 73.99	\$ 3.09	\$ 73.99	\$ 3.09
	Chicken Flavor	Dry	4	lb	6159	\$ 23.63	\$ 0.31	\$ 34.99	\$ 34.99	\$ 34.99	\$ 34.99
			8.5	lb	5899	\$ 45.93	\$ 0.64	\$ 67.99	\$ 67.99	\$ 67.99	\$ 67.99
			17.6	lb	5925	\$ 73.98	\$ 1.25	\$ 108.99	\$ 108.99	\$ 108.99	\$ 108.99
y/d Feline (Thyroid Care)	with Chicken	Minced	24 x 5.5	oz	1496	\$ 59.32	\$ 0.65	\$ 86.99	\$ 3.63	\$ 86.99	\$ 3.63
	Chicken Flavor	Dry	4	lb	1497	\$ 29.87	\$ 0.31	\$ 43.99	\$ 43.99	\$ 43.99	\$ 43.99
8.5			lb	1597	\$ 55.71	\$ 0.63	\$ 81.99	\$ 81.99	\$ 81.99	\$ 81.99	
z/d Feline (Skin/Food Sensitivities)	Original Flavor	Minced	24 x 5.5	oz	5238	\$ 68.17	\$ 0.65	\$ 99.99	\$ 4.17	\$ 99.99	\$ 4.17
	Original Flavor	Dry	4	lb	7905	\$ 29.87	\$ 0.31	\$ 43.99	\$ 43.99	\$ 43.99	\$ 43.99
8.5			lb	8728	\$ 57.06	\$ 0.64	\$ 83.99	\$ 83.99	\$ 83.99	\$ 83.99	
ONC Care Feline	with Chicken	Dry	7	lb	607664	\$ 44.43	\$ 0.52	\$ 64.99	\$ 64.99	\$ 64.99	\$ 64.99
	Chicken & Vegetable Stew	Stew	24 x 2.9	oz	607665	\$ 43.07	\$ 0.36	\$ 62.99	\$ 2.63	\$ 62.99	\$ 2.63
PRESCRIPTION DIET FELINE TREATS											
Metabolic Treats		Treats	12 x 2.5	oz	3828	\$ 61.20	\$ 0.17	\$ 95.88	\$ 7.99	\$ 95.88	\$ 7.99
PROFESSIONAL PACKS - NOT FOR RESALE											
Prescription Diet Canine i/d Low Fat		Dry	27.5	lb	603658	\$ 51.58	\$ 1.95	\$ -	\$ -	\$ -	\$ -
Science Diet Puppy		Dry	35	lb	603920	\$ 35.47	\$ 2.48	\$ -	\$ -	\$ -	\$ -
Science Diet Canine Adult		Dry	35	lb	603916	\$ 33.43	\$ 2.48	\$ -	\$ -	\$ -	\$ -
Science Diet Canine Adult Sensitive Stomach & Skin		Dry	35	lb	603768	\$ 38.08	\$ 2.48	\$ -	\$ -	\$ -	\$ -
Science Diet Kitten		Dry	35	lb	2092	\$ 55.95	\$ 2.47	\$ -	\$ -	\$ -	\$ -
Science Diet Feline Adult		Dry	20	lb	6801	\$ 32.50	\$ 1.41	\$ -	\$ -	\$ -	\$ -
Science Diet Feline Adult Sensitive Stomach & Skin		Dry	20	lb	4046	\$ 36.72	\$ 1.41	\$ -	\$ -	\$ -	\$ -

3 MSRP means Manufacturer's Suggested Retail Price. The MSRP's listed in this document are recommendations only and there is no obligation on the retailer to comply with these recommendations.

4 IMPORTANT NOTE: Hill's MAP Policy does not apply to the prices at which products are actually sold. The Hill's MAP Policy only applies to the advertised price of Hill's products – Authorized Sellers continue to have the right to sell Hill's products at any price they choose.

Note: Freight surcharge is based upon gross weight and is subject to change without notice.

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Description	Form	Size	SKU	List Price	Alaska & Hawaii Surcharge	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule ⁴		
								Case MAP	Unit MAP	
SCIENCE DIET CANINE EVERYDAY										
PUPPY	Chicken & Brown Rice Recipe	Dry	4.5 lb	7133	\$ 13.62	\$ 0.34	\$ 21.99	\$ 21.99	\$ 19.99	\$ 19.99
			15.5 lb	9366	\$ 34.08	\$ 1.10	\$ 51.99	\$ 51.99	\$ 47.99	\$ 47.99
			27.5 lb	607792	\$ 62.31	\$ 1.95	\$ 80.99	\$ 80.99	\$ 74.99	\$ 74.99
	Lamb Meal & Brown Rice Recipe	Dry	4 lb	607763	\$ 13.62	\$ 0.31	\$ 21.99	\$ 21.99	\$ 19.99	\$ 19.99
			12.5 lb	607742	\$ 32.85	\$ 0.89	\$ 49.99	\$ 49.99	\$ 45.99	\$ 45.99
			25 lb	607743	\$ 62.31	\$ 1.78	\$ 80.99	\$ 80.99	\$ 74.99	\$ 74.99
	Small Bites Chicken & Brown Rice Recipe	Dry	4.5 lb	7139	\$ 13.62	\$ 0.34	\$ 21.99	\$ 21.99	\$ 19.99	\$ 19.99
			12.5 lb	607793	\$ 28.83	\$ 0.89	\$ 43.99	\$ 43.99	\$ 39.99	\$ 39.99
	Large Breed Chicken & Brown Rice Recipe	Dry	15.5 lb	9376	\$ 34.08	\$ 1.10	\$ 51.99	\$ 51.99	\$ 47.99	\$ 47.99
			27.5 lb	607794	\$ 62.31	\$ 1.95	\$ 80.99	\$ 80.99	\$ 74.99	\$ 74.99
	Large Breed Lamb Meal & Brown Rice Recipe	Dry	30 lb	607790	\$ 65.63	\$ 2.13	\$ 87.99	\$ 87.99	\$ 81.99	\$ 81.99
ADULT	Chicken & Barley Recipe	Dry	5 lb	8178	\$ 14.23	\$ 0.38	\$ 22.99	\$ 22.99	\$ 20.99	\$ 20.99
			15 lb	603796	\$ 34.73	\$ 1.07	\$ 52.99	\$ 52.99	\$ 48.99	\$ 48.99
			35 lb	11000	\$ 67.01	\$ 2.48	\$ 86.99	\$ 86.99	\$ 80.99	\$ 80.99
	Salmon & Brown Rice Recipe	Dry	4.5 lb	608503	\$ 14.91	\$ 0.34	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99
			14 lb	608504	\$ 35.99	\$ 0.99	\$ 54.99	\$ 54.99	\$ 50.99	\$ 50.99
			33 lb	608505	\$ 69.32	\$ 2.34	\$ 89.99	\$ 89.99	\$ 83.99	\$ 83.99
	Small Bites Chicken & Barley Recipe	Dry	5 lb	8183	\$ 14.23	\$ 0.38	\$ 22.99	\$ 22.99	\$ 20.99	\$ 20.99
			15 lb	603798	\$ 34.73	\$ 1.07	\$ 52.99	\$ 52.99	\$ 48.99	\$ 48.99
			35 lb	10998	\$ 67.01	\$ 2.48	\$ 86.99	\$ 86.99	\$ 80.99	\$ 80.99
	Large Breed Chicken & Barley Recipe	Dry	15 lb	603795	\$ 34.73	\$ 1.07	\$ 52.99	\$ 52.99	\$ 48.99	\$ 48.99
			35 lb	11003	\$ 67.01	\$ 2.48	\$ 86.99	\$ 86.99	\$ 80.99	\$ 80.99
	Large Breed Lamb Meal & Brown Rice Recipe	Dry	33 lb	2038	\$ 66.74	\$ 2.34	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99
	Lamb Meal & Brown Rice Recipe	Dry	15.5 lb	8556	\$ 40.36	\$ 1.10	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99
			33 lb	2036	\$ 66.74	\$ 2.34	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99
	Small Bites Lamb Meal & Brown Rice Recipe	Dry	4.5 lb	8555	\$ 14.23	\$ 0.34	\$ 22.99	\$ 22.99	\$ 20.99	\$ 20.99
			15.5 lb	8557	\$ 40.36	\$ 1.10	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99
			33 lb	2037	\$ 66.74	\$ 2.34	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99
ADULT LIGHT	Chicken Meal & Barley	Dry	15 lb	603933	\$ 34.73	\$ 1.07	\$ 52.99	\$ 52.99	\$ 48.99	\$ 48.99
			30 lb	603938	\$ 67.01	\$ 2.13	\$ 86.99	\$ 86.99	\$ 80.99	\$ 80.99
	Small Bites with Chicken Meal & Barley	Dry	5 lb	9301	\$ 14.23	\$ 0.40	\$ 22.99	\$ 22.99	\$ 20.99	\$ 20.99
			15 lb	603931	\$ 34.73	\$ 1.07	\$ 52.99	\$ 52.99	\$ 48.99	\$ 48.99
			30 lb	603939	\$ 67.01	\$ 2.13	\$ 86.99	\$ 86.99	\$ 80.99	\$ 80.99
	Large Breed with Chicken Meal & Barley	Dry	15 lb	603934	\$ 34.73	\$ 1.07	\$ 52.99	\$ 52.99	\$ 48.99	\$ 48.99
30 lb			603940	\$ 67.01	\$ 2.13	\$ 86.99	\$ 86.99	\$ 80.99	\$ 80.99	
ADULT 6+	Large Breed Chicken Meal, Barley & Rice Recipe	Dry	15 lb	603793	\$ 34.73	\$ 1.07	\$ 52.99	\$ 52.99	\$ 48.99	\$ 48.99
			33 lb	2044	\$ 67.01	\$ 2.34	\$ 86.99	\$ 86.99	\$ 80.99	\$ 80.99
ADULT 7+	Chicken Meal, Barley & Brown Rice Recipe	Dry	5 lb	6702	\$ 14.23	\$ 0.38	\$ 22.99	\$ 22.99	\$ 20.99	\$ 20.99
			15 lb	603797	\$ 34.73	\$ 1.07	\$ 52.99	\$ 52.99	\$ 48.99	\$ 48.99
			33 lb	2042	\$ 67.01	\$ 2.34	\$ 86.99	\$ 86.99	\$ 80.99	\$ 80.99
	Small Bites Chicken Meal, Barley & Rice Recipe	Dry	5 lb	8159	\$ 14.23	\$ 0.38	\$ 22.99	\$ 22.99	\$ 20.99	\$ 20.99
			15 lb	603799	\$ 34.73	\$ 1.06	\$ 52.99	\$ 52.99	\$ 48.99	\$ 48.99
			33 lb	2043	\$ 67.01	\$ 2.34	\$ 86.99	\$ 86.99	\$ 80.99	\$ 80.99



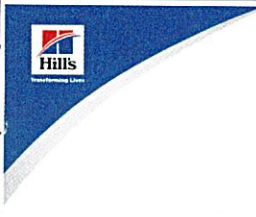
SCIENCE DID THAT

Description		Form	Size		SKU	List Price	Alaska & Hawaii Surcharge	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule ₄	
										Case MAP	Unit MAP
SCIENCE DIET CANINE SMALL & MINI											
PUPPY	Small & Mini Chicken & Brown Rice Recipe	Dry	4.5 lb	9094	\$ 14.91	\$ 0.34	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
ADULT	Small & Mini Chicken & Brown Rice Recipe	Dry	12.5 lb	607791	\$ 32.85	\$ 0.89	\$ 49.99	\$ 49.99	\$ 45.99	\$ 45.99	
			4.5 lb	9096	\$ 16.10	\$ 0.34	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
	Small & Mini Lamb Meal & Brown Rice Recipe	Dry	15.5 lb	9097	\$ 40.36	\$ 1.10	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99	
			4.5 lb	2896	\$ 16.10	\$ 0.34	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
ADULT LIGHT	Small & Mini with Chicken Meal & Barley	Dry	15.5 lb	2897	\$ 41.49	\$ 1.10	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99	
			4.5 lb	9100	\$ 16.10	\$ 0.34	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
ADULT 7+	Small & Mini Chicken & Brown Rice Recipe	Dry	15.5 lb	9101	\$ 40.36	\$ 1.10	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99	
			4.5 lb	9098	\$ 16.10	\$ 0.34	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
ADULT 11+	Small & Mini Chicken, Brown Rice & Barley Recipe	Dry	15.5 lb	9099	\$ 40.36	\$ 1.10	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99	
			4.5 lb	2533	\$ 16.10	\$ 0.34	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
SCIENCE DIET CANINE NO CORN, WHEAT, SOY											
PUPPY NO CORN, WHEAT, SOY	Chicken & Brown Rice Recipe	Dry	4 lb	604929	\$ 15.25	\$ 0.30	\$ 24.99	\$ 24.99	\$ 22.99	\$ 22.99	
ADULT NO CORN, WHEAT, SOY	Chicken & Brown Rice Recipe	Dry	12.5 lb	604930	\$ 39.12	\$ 0.89	\$ 60.99	\$ 60.99	\$ 55.99	\$ 55.99	
			4 lb	604931	\$ 15.83	\$ 0.31	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
			15 lb	604932	\$ 40.36	\$ 1.06	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99	
	Large Breed Chicken & Brown Rice Recipe	Dry	30 lb	604933	\$ 66.74	\$ 2.13	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99	
ADULT 7+ NO CORN, WHEAT, SOY	Adult 7+ Chicken & Brown Rice Recipe	Dry	30 lb	604936	\$ 66.74	\$ 2.13	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99	
SCIENCE DIET CANINE SPECIALTY											
ADULT HEALTHY MOBILITY	Small Bites Chicken Meal, Brown Rice & Barley Recipe	Dry	4 lb	10114	\$ 15.83	\$ 0.31	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
			15.5 lb	9239	\$ 40.36	\$ 1.10	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99	
			30 lb	9219	\$ 66.74	\$ 2.13	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99	
	Large Breed Chicken Meal, Brown Rice & Barley Recipe	Dry	30 lb	9235	\$ 66.74	\$ 2.13	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99	
ADULT ORAL CARE	Small & Mini Chicken Recipe	Dry	4 lb	607833	\$ 16.73	\$ 0.33	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99	
			12.5 lb	607834	\$ 41.49	\$ 0.89	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99	
	Chicken, Rice & Barley Recipe	Dry	4 lb	9281	\$ 15.83	\$ 0.31	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
			28.5 lb	3108	\$ 66.74	\$ 2.02	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99	
ADULT PERFECT WEIGHT	Small & Mini Chicken Recipe	Dry	4 lb	3821	\$ 16.99	\$ 0.31	\$ 27.99	\$ 27.99	\$ 25.99	\$ 25.99	
			12.5 lb	607828	\$ 41.49	\$ 0.89	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99	
	Chicken Recipe	Dry	4 lb	2972	\$ 16.99	\$ 0.34	\$ 27.99	\$ 27.99	\$ 25.99	\$ 25.99	
			12 lb	607826	\$ 41.49	\$ 0.85	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99	
			25 lb	607827	\$ 69.82	\$ 1.78	\$ 94.99	\$ 94.99	\$ 87.99	\$ 87.99	
	Small Bites Chicken Recipe	Dry	4 lb	605047	\$ 16.99	\$ 0.31	\$ 27.99	\$ 27.99	\$ 25.99	\$ 25.99	
			12 lb	607829	\$ 41.49	\$ 0.85	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99	
			25 lb	607830	\$ 69.82	\$ 1.78	\$ 94.99	\$ 94.99	\$ 87.99	\$ 87.99	
	Large Breed Chicken Recipe	Dry	25 lb	607831	\$ 69.82	\$ 1.78	\$ 94.99	\$ 94.99	\$ 87.99	\$ 87.99	
	ADULT PERFECT WEIGHT + JOINT SUPPORT	Chicken Recipe	Dry	3.5 lb	607822	\$ 16.99	\$ 0.26	\$ 27.89	\$ 27.89	\$ 25.99	\$ 25.99
12 lb				607823	\$ 42.11	\$ 0.85	\$ 64.99	\$ 64.99	\$ 60.99	\$ 60.99	
25 lb				607824	\$ 71.41	\$ 1.78	\$ 96.99	\$ 96.99	\$ 89.99	\$ 89.99	
Large Breed Chicken Recipe		Dry	25 lb	607825	\$ 71.41	\$ 1.78	\$ 96.99	\$ 96.99	\$ 89.99	\$ 89.99	



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										Minimum Advertised Price (MAP) Schedule	
Description		Form	Size		SKU	List Price	Alaska & Hawaii Surchage	Case MSRP ₃	Unit MSRP ₃	Case MAP	Unit MAP
SCIENCE DIET CANINE SPECIALTY CONTINUED											
PUPPY SENSITIVE STOMACH & SKIN	Salmon & Brown Rice Recipe	Dry	4	lb	608510	\$ 15.83	\$ 0.31	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99
			13	lb	608511	\$ 40.36	\$ 0.92	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99
ADULT SENSITIVE STOMACH & SKIN	Small & Mini Chicken Recipe	Dry	4	lb	10439	\$ 15.83	\$ 0.31	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99
			15	lb	10440	\$ 40.36	\$ 1.07	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99
	Chicken Recipe	Dry	4	lb	10115	\$ 15.83	\$ 0.31	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99
			15.5	lb	8860	\$ 40.36	\$ 1.10	\$ 62.99	\$ 62.99	\$ 57.99	\$ 57.99
			30	lb	8839	\$ 66.74	\$ 2.13	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99
	Pollock Meal, Barley, & Insect Meal Recipe	Dry	3.5	lb	607730	\$ 17.72	\$ 0.26	\$ 28.99	\$ 28.99	\$ 26.99	\$ 26.99
			12	lb	607731	\$ 42.90	\$ 0.85	\$ 66.99	\$ 66.99	\$ 61.99	\$ 61.99
	Small Bites Chicken Recipe	Dry	4	lb	605051	\$ 15.83	\$ 0.31	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99
			15	lb	605052	\$ 41.49	\$ 1.06	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99
			30	lb	605053	\$ 66.74	\$ 2.13	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99
Large Breed Chicken Recipe	Dry	30	lb	605054	\$ 66.74	\$ 2.13	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99	
Grain Free Chicken & Potato Recipe	Dry	24	lb	603929	\$ 66.74	\$ 1.70	\$ 90.99	\$ 90.99	\$ 83.99	\$ 83.99	
ADULT PERFECT DIGESTION	Small & Mini Chicken & Brown Rice Recipe	Dry	3.5	lb	608520	\$ 16.42	\$ 0.27	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99
			12	lb	608521	\$ 41.49	\$ 0.85	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99
	Chicken, Brown Rice & Whole Oats Recipe	Dry	3.5	lb	605508	\$ 16.42	\$ 0.26	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99
			12	lb	605509	\$ 41.49	\$ 0.85	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99
			22	lb	605510	\$ 68.15	\$ 1.56	\$ 92.99	\$ 92.99	\$ 85.99	\$ 85.99
	Small Bites Chicken, Brown Rice & Whole Oats Recipe	Dry	3.5	lb	605816	\$ 16.42	\$ 0.27	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99
	Large Breed Chicken, Brown Rice & Whole Oats Recipe	Dry	22	lb	605819	\$ 68.15	\$ 1.56	\$ 92.99	\$ 92.99	\$ 85.99	\$ 85.99
	Salmon, Whole Oats & Brown Rice Recipe	Dry	3.5	lb	605824	\$ 16.42	\$ 0.26	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99
			12	lb	605825	\$ 41.49	\$ 0.85	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99
			22	lb	605826	\$ 68.15	\$ 1.56	\$ 92.99	\$ 92.99	\$ 85.99	\$ 85.99
ADULT 7+ PERFECT DIGESTION	Chicken, Whole Oats & Brown Rice Recipe	Dry	3.5	lb	605820	\$ 16.42	\$ 0.26	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99
			22	lb	605822	\$ 68.15	\$ 1.56	\$ 92.99	\$ 92.99	\$ 85.99	\$ 85.99
	Small Bites Chicken, Whole Oats & Brown Rice Recipe	Dry	12	lb	605823	\$ 41.49	\$ 0.85	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99
ADULT 7+ SENIOR VITALITY	Small & Mini Chicken & Rice Recipe	Dry	3.5	lb	10770	\$ 16.42	\$ 0.27	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99
			12.5	lb	10771	\$ 41.49	\$ 0.89	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99
	Chicken & Rice Recipe	Dry	3.5	lb	10772	\$ 16.42	\$ 0.27	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99
			12.5	lb	10773	\$ 41.49	\$ 0.89	\$ 64.99	\$ 64.99	\$ 59.99	\$ 59.99
			21.5	lb	10774	\$ 68.15	\$ 1.53	\$ 92.99	\$ 92.99	\$ 85.99	\$ 85.99
SCIENCE DIET CANINE MEGA PACKS											
ADULT	Chicken & Barley Recipe Mega Pack	Dry	45	lb	605516	\$ 83.86	\$ 3.18	\$ 107.49	\$ 107.49	\$ 97.99	\$ 97.99
	Small Bites Chicken & Barley Recipe Mega Pack	Dry	45	lb	605515	\$ 83.86	\$ 3.18	\$ 107.49	\$ 107.49	\$ 97.99	\$ 97.99
	Large Breed Chicken & Barley Recipe Mega Pack	Dry	45	lb	605517	\$ 83.86	\$ 3.18	\$ 107.49	\$ 107.49	\$ 97.99	\$ 97.99
	Sensitive Stomach & Skin Chicken Recipe Mega Pack	Dry	36	lb	605718	\$ 82.49	\$ 2.55	\$ 110.49	\$ 110.49	\$ 97.99	\$ 97.99
SCIENCE DIET CANINE CANNED											
PUPPY	Chicken & Barley Entrée	Loaf	12 x 13	oz	7036	\$ 31.80	\$ 0.30	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49
	Savory Stew with Chicken & Vegetables	Stew	12 x 12.8	oz	1428	\$ 31.80	\$ 0.81	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49
	Chicken & Rice Stew Recipe	Stew	12 x 12.5	oz	607787	\$ 31.80	\$ 0.81	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49



Price List Effective February 3, 2025

SCIENCE DID THAT

Description		Form	Size	SKU	List Price	Alaska & Hawaii Surchage	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule ⁴		
									Case MAP	Unit MAP	
SCIENCE DIET CANINE CANNED CONTINUED											
PUPPY SMALL & MINI	Beef & Barley Entrée	Loaf	24 x 5.8 oz	607789	\$ 43.68	\$ 0.81	\$ 63.60	\$ 2.65	\$ 58.80	\$ 2.45	
ADULT SMALL & MINI	Chicken & Barley Entrée	Loaf	24 x 5.8 oz	4967	\$ 43.68	\$ 0.68	\$ 63.60	\$ 2.65	\$ 58.80	\$ 2.45	
	Beef & Barley Entrée	Loaf	24 x 5.8 oz	608494	\$ 43.68	\$ 0.81	\$ 63.60	\$ 2.65	\$ 58.80	\$ 2.45	
ADULT	Beef & Barley Entrée	Loaf	24 x 5.8 oz	4966	\$ 43.68	\$ 0.68	\$ 63.60	\$ 2.65	\$ 58.80	\$ 2.45	
	Beef & Barley Entrée	Loaf	12 x 13 oz	7039	\$ 31.80	\$ 0.79	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Chicken & Beef Entrée	Loaf	12 x 13 oz	7040	\$ 31.80	\$ 0.79	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Chicken & Barley Entrée	Loaf	12 x 13 oz	7037	\$ 31.80	\$ 0.79	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Salmon & Barley Entrée	Loaf	12 x 13 oz	608509	\$ 31.80	\$ 1.06	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Entrée Variety Pack (6 Chicken, 6 Beef)	Loaf	12 x 13 oz	605139	\$ 31.80	\$ 2.13	\$ 44.88	\$ 44.88	\$ 41.88	\$ 41.88	
	Savory Stew with Chicken & Vegetables	Stew	12 x 12.8 oz	1430	\$ 31.80	\$ 0.81	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Savory Stew with Beef & Vegetables	Stew	12 x 12.8 oz	1431	\$ 31.80	\$ 0.81	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Healthy Cuisine Roasted Chicken, Carrots, & Spinach Stew	Stew	12 x 12.5 oz	10450	\$ 34.92	\$ 0.78	\$ 49.68	\$ 4.14	\$ 46.68	\$ 3.89	
	Healthy Cuisine Hearty Beef, Carrots & Peas Stew	Stew	12 x 12.5 oz	10451	\$ 34.92	\$ 0.78	\$ 49.68	\$ 4.14	\$ 46.68	\$ 3.89	
	Healthy Cuisine Variety Pack (6 Chicken, 6 Beef)	Stew	12 x 12.5 oz	605141	\$ 34.92	\$ 2.13	\$ 49.68	\$ 49.68	\$ 46.68	\$ 46.68	
	ADULT PERFECT WEIGHT	Chicken & Vegetable Entrée	Loaf	12 x 12.8 oz	2975	\$ 37.32	\$ 0.78	\$ 53.40	\$ 4.45	\$ 50.28	\$ 4.19
Hearty Vegetable & Chicken Stew		Stew	12 x 12.5 oz	10125	\$ 37.32	\$ 0.78	\$ 53.40	\$ 4.45	\$ 50.28	\$ 4.19	
Hearty Vegetables & Salmon Stew		Stew	12 x 12.5 oz	608577	\$ 37.32	\$ 0.78	\$ 53.40	\$ 4.45	\$ 50.28	\$ 4.19	
ADULT PERFECT WEIGHT + JOINT SUPPORT	Hearty Vegetables & Tuna Stew	Stew	12 x 12.5 oz	608497	\$ 37.32	\$ 0.78	\$ 53.40	\$ 4.45	\$ 50.28	\$ 4.19	
PUPPY SENSITIVE STOMACH & SKIN	Salmon & Vegetable Stew	Stew	12 x 12.5 oz	608563	\$ 36.48	\$ 0.78	\$ 52.08	\$ 4.34	\$ 49.08	\$ 4.09	
ADULT SENSITIVE STOMACH & SKIN	Salmon & Vegetable Entrée	Loaf	12 x 12.8 oz	3045	\$ 36.48	\$ 0.78	\$ 52.08	\$ 4.34	\$ 49.08	\$ 4.09	
	Chicken & Vegetable Entrée	Loaf	12 x 12.8 oz	603772	\$ 36.48	\$ 0.78	\$ 52.08	\$ 4.34	\$ 49.08	\$ 4.09	
	Entrée Variety Pack (6 Chicken, 6 Salmon)	Loaf	12 x 12.8 oz	605142	\$ 36.48	\$ 0.81	\$ 52.08	\$ 52.08	\$ 49.08	\$ 49.08	
	Tender Turkey & Rice Stew	Stew	12 x 12.5 oz	603957	\$ 36.48	\$ 0.78	\$ 52.08	\$ 4.34	\$ 49.08	\$ 4.09	
	Tender Chicken & Vegetable Stew	Stew	12 x 12.5 oz	608496	\$ 36.48	\$ 0.78	\$ 52.08	\$ 4.34	\$ 49.08	\$ 4.09	
ADULT PERFECT DIGESTION SMALL & MINI	Chicken & Vegetables Entrée	Loaf	24 x 5.8 oz	608512	\$ 51.12	\$ 0.68	\$ 78.72	\$ 3.28	\$ 74.16	\$ 3.09	
ADULT PERFECT DIGESTION	Chicken & Vegetable & Rice Stew	Stew	12 x 12.8 oz	605827	\$ 38.04	\$ 0.79	\$ 53.16	\$ 4.43	\$ 50.28	\$ 4.19	
	Chicken & Rice Entrée	Loaf	12 x 12.8 oz	608495	\$ 38.04	\$ 0.79	\$ 53.16	\$ 4.43	\$ 50.28	\$ 4.19	
ADULT 7+ SMALL & MINI	Chicken & Barley Entrée	Loaf	24 x 5.8 oz	4969	\$ 43.68	\$ 0.68	\$ 63.60	\$ 2.65	\$ 58.80	\$ 2.45	
ADULT 7+	Beef & Barley Entrée	Loaf	24 x 5.8 oz	4968	\$ 43.68	\$ 0.68	\$ 63.60	\$ 2.65	\$ 58.80	\$ 2.45	
	Chicken & Barley Entrée	Loaf	12 x 13 oz	7055	\$ 31.80	\$ 0.79	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Beef & Barley Entrée	Loaf	12 x 13 oz	7056	\$ 31.80	\$ 0.79	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Turkey & Barley Entrée	Loaf	12 x 13 oz	7057	\$ 31.80	\$ 0.79	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Entrée Variety Pack (6 Chicken, 6 Beef)	Loaf	12 x 13 oz	605140	\$ 31.80	\$ 2.13	\$ 44.88	\$ 44.88	\$ 41.88	\$ 41.88	
	Savory Stew with Chicken & Vegetables	Stew	12 x 12.8 oz	1433	\$ 31.80	\$ 0.81	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Savory Stew with Beef & Vegetables	Stew	12 x 12.8 oz	1434	\$ 31.80	\$ 0.81	\$ 44.88	\$ 3.74	\$ 41.88	\$ 3.49	
	Healthy Cuisine Roasted Chicken, Carrots, & Spinach Stew	Stew	12 x 12.5 oz	10449	\$ 34.92	\$ 0.78	\$ 49.68	\$ 4.14	\$ 46.68	\$ 3.89	
	Healthy Cuisine Hearty Beef, Carrots & Peas Stew	Stew	12 x 12.5 oz	10452	\$ 34.92	\$ 0.78	\$ 49.68	\$ 4.14	\$ 46.68	\$ 3.89	
ADULT 7+ SENIOR VITALITY SMALL & MINI	Chicken & Vegetable Stew	Stew	24 x 5.5 oz	10765	\$ 51.12	\$ 0.65	\$ 78.72	\$ 3.28	\$ 74.16	\$ 3.09	
ADULT 7+ SENIOR VITALITY	Chicken & Vegetable Stew	Stew	12 x 12.5 oz	10763	\$ 37.32	\$ 0.78	\$ 53.40	\$ 4.45	\$ 50.28	\$ 4.19	



SCIENCE DID THAT

SCIENCE DIET Feline											
Description	Form	Size	SKU	List Price	Alaska & Hawaii Surcharge	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule 4			
								Case MAP	Unit MAP		
SCIENCE DIET CANINE TRAYS											
PUPPY SMALL & MINI	Savory Stew with Chicken & Vegetables	Stew	12 x 3.5 oz	11122	\$ 24.12	\$ 0.23	\$ 37.08	\$ 3.09	\$ 34.32	\$ 2.86	
ADULT SMALL & MINI	Savory Stew with Chicken & Vegetables	Stew	12 x 3.5 oz	11123	\$ 24.12	\$ 0.23	\$ 37.08	\$ 3.09	\$ 34.32	\$ 2.86	
	Savory Stew with Beef & Vegetables	Stew	12 x 3.5 oz	11124	\$ 24.12	\$ 0.23	\$ 37.08	\$ 3.09	\$ 34.32	\$ 2.86	
	Variety Pack (6 Beef, 6 Chicken)	Stew	12 x 3.5 oz	603490	\$ 24.12	\$ 0.22	\$ 37.08	\$ 37.08	\$ 34.32	\$ 34.32	
ADULT 7+ SMALL & MINI	Savory Stew with Chicken & Vegetables	Stew	12 x 3.5 oz	11125	\$ 24.12	\$ 0.23	\$ 37.08	\$ 3.09	\$ 34.32	\$ 2.86	
SCIENCE DIET FELINE EVERYDAY											
KITTEN	Chicken Recipe	Dry	3.5 lb	7123	\$ 16.89	\$ 0.26	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
			7 lb	9391	\$ 27.05	\$ 0.52	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99	
			15.5 lb	9392	\$ 48.64	\$ 1.10	\$ 64.99	\$ 64.99	\$ 60.99	\$ 60.99	
	Ocean Fish & Brown Rice Recipe	Dry	3.5 lb	607768	\$ 16.89	\$ 0.26	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
			7 lb	607788	\$ 27.05	\$ 0.52	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99	
	Indoor Chicken Recipe	Dry	3.5 lb	7131	\$ 16.89	\$ 0.26	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
			7 lb	9378	\$ 27.05	\$ 0.52	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99	
	ADULT	Chicken Recipe	Dry	4 lb	6797	\$ 16.89	\$ 0.30	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99
				7 lb	2045	\$ 27.05	\$ 0.52	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99
16 lb				10405	\$ 48.64	\$ 1.13	\$ 64.99	\$ 64.99	\$ 60.99	\$ 60.99	
Salmon & Brown Rice Recipe		Dry	3.5 lb	608506	\$ 18.10	\$ 0.26	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
			6.5 lb	608507	\$ 27.70	\$ 0.48	\$ 38.99	\$ 38.99	\$ 35.99	\$ 35.99	
			15 lb	608508	\$ 49.39	\$ 1.06	\$ 65.99	\$ 65.99	\$ 61.99	\$ 61.99	
Indoor Chicken Recipe		Dry	3.5 lb	5532	\$ 16.89	\$ 0.27	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
			7 lb	8879	\$ 27.05	\$ 0.54	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99	
			15.5 lb	8873	\$ 48.64	\$ 1.10	\$ 64.99	\$ 64.99	\$ 60.99	\$ 60.99	
ADULT LIGHT	Chicken Recipe	Dry	4 lb	6711	\$ 16.89	\$ 0.31	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
			7 lb	2047	\$ 27.05	\$ 0.54	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99	
			16 lb	10406	\$ 49.39	\$ 1.14	\$ 65.99	\$ 65.99	\$ 61.99	\$ 61.99	
ADULT 7+	Chicken Recipe	Dry	4 lb	7104	\$ 16.89	\$ 0.30	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
			7 lb	2048	\$ 27.05	\$ 0.54	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99	
			16 lb	10407	\$ 49.39	\$ 1.13	\$ 65.99	\$ 65.99	\$ 61.99	\$ 61.99	
	Indoor Chicken Recipe	Dry	3.5 lb	6446	\$ 16.89	\$ 0.27	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
			7 lb	8880	\$ 27.05	\$ 0.54	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99	
ADULT 11+	Chicken Recipe	Dry	15.5 lb	8874	\$ 49.39	\$ 1.10	\$ 65.99	\$ 65.99	\$ 61.99	\$ 61.99	
			3.5 lb	1462	\$ 16.89	\$ 0.26	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
			7 lb	1463	\$ 27.05	\$ 0.54	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99	
	Indoor Chicken Recipe	Dry	15.5 lb	1464	\$ 49.39	\$ 1.10	\$ 65.99	\$ 65.99	\$ 61.99	\$ 61.99	
			3.5 lb	2529	\$ 16.89	\$ 0.26	\$ 23.99	\$ 23.99	\$ 21.99	\$ 21.99	
			7 lb	2530	\$ 27.05	\$ 0.54	\$ 37.99	\$ 37.99	\$ 34.99	\$ 34.99	
SCIENCE DIET FELINE NO CORN, WHEAT, SOY											
KITTEN NO CORN, WHEAT, SOY	Chicken & Brown Rice Recipe	Dry	3.5 lb	605012	\$ 18.10	\$ 0.26	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99	
			6 lb	604952	\$ 29.40	\$ 0.45	\$ 41.99	\$ 41.99	\$ 38.99	\$ 38.99	



SCIENCE DID THAT

SCIENCE DID THAT														Minimum Advertised Price (MAP) Schedule		
Description							Form	Size		SKU	List Price	Alaska & Hawaii Surcharge	Case MSRP ₃	Unit MSRP ₃	Case MAP	Unit MAP
SCIENCE DIET FELINE NO CORN, WHEAT, SOY CONTINUED																
ADULT NO CORN, WHEAT, SOY	Chicken & Brown Rice Recipe	Dry	3.5	lb	604953	\$ 18.10	\$ 0.26	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99					
			7	lb	604954	\$ 29.40	\$ 0.54	\$ 41.99	\$ 41.99	\$ 38.99	\$ 38.99					
			15	lb	604955	\$ 53.45	\$ 1.06	\$ 69.99	\$ 69.99	\$ 64.99	\$ 64.99					
ADULT 7+ NO CORN, WHEAT, SOY	Chicken & Brown Rice Recipe	Dry	3.5	lb	604956	\$ 18.10	\$ 0.26	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99					
			7	lb	604957	\$ 29.40	\$ 0.54	\$ 41.99	\$ 41.99	\$ 38.99	\$ 38.99					
SCIENCE DIET FELINE SPECIALTY																
ADULT HAIRBALL CONTROL	Chicken Recipe	Dry	3.5	lb	7156	\$ 18.10	\$ 0.27	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99					
			7	lb	8881	\$ 28.67	\$ 0.54	\$ 40.99	\$ 40.99	\$ 37.99	\$ 37.99					
			15.5	lb	8875	\$ 52.65	\$ 1.10	\$ 68.99	\$ 68.99	\$ 63.99	\$ 63.99					
ADULT HAIRBALL CONTROL LIGHT	Chicken Recipe	Dry	7	lb	8882	\$ 28.67	\$ 0.54	\$ 40.99	\$ 40.99	\$ 37.99	\$ 37.99					
			15.5	lb	8876	\$ 52.65	\$ 1.10	\$ 68.99	\$ 68.99	\$ 63.99	\$ 63.99					
ADULT MULTIPLE BENEFIT	Chicken Recipe	Dry	7	lb	3087	\$ 28.67	\$ 0.54	\$ 40.99	\$ 40.99	\$ 37.99	\$ 37.99					
			15.5	lb	3088	\$ 52.65	\$ 1.10	\$ 68.99	\$ 68.99	\$ 63.99	\$ 63.99					
ADULT ORAL CARE	Chicken Recipe	Dry	3.5	lb	9288	\$ 18.10	\$ 0.27	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99					
			7	lb	8894	\$ 28.67	\$ 0.54	\$ 40.99	\$ 40.99	\$ 37.99	\$ 37.99					
ADULT PERFECT WEIGHT	Chicken Recipe	Dry	3	lb	2968	\$ 18.65	\$ 0.23	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99					
			7	lb	2969	\$ 29.91	\$ 0.54	\$ 42.99	\$ 42.99	\$ 39.99	\$ 39.99					
			15	lb	2970	\$ 53.92	\$ 1.06	\$ 70.99	\$ 70.99	\$ 65.99	\$ 65.99					
KITTEN SENSITIVE STOMACH & SKIN	Salmon & Brown Rice Recipe	Dry	3.5	lb	608559	\$ 18.10	\$ 0.26	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99					
ADULT SENSITIVE STOMACH & SKIN	Chicken & Rice Recipe		6	lb	608561	\$ 28.67	\$ 0.45	\$ 40.99	\$ 40.99	\$ 37.99	\$ 37.99					
		3.5	lb	8523	\$ 18.10	\$ 0.26	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99						
		7	lb	8884	\$ 28.67	\$ 0.52	\$ 40.99	\$ 40.99	\$ 37.99	\$ 37.99						
	Pollock Meal & Barley Recipe	Dry	15.5	lb	8878	\$ 52.65	\$ 1.10	\$ 68.99	\$ 68.99	\$ 63.99	\$ 63.99					
			3.5	lb	607733	\$ 23.51	\$ 0.26	\$ 33.89	\$ 33.89	\$ 31.99	\$ 31.99					
			6	lb	607734	\$ 34.92	\$ 0.45	\$ 49.99	\$ 49.99	\$ 46.99	\$ 46.99					
ADULT PERFECT DIGESTION	Chicken, Barley & Whole Oats Recipe	Dry	13	lb	603928	\$ 53.45	\$ 0.92	\$ 69.99	\$ 69.99	\$ 64.99	\$ 64.99					
			3.5	lb	605511	\$ 18.65	\$ 0.26	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99					
			6	lb	605512	\$ 29.91	\$ 0.45	\$ 42.99	\$ 42.99	\$ 39.99	\$ 39.99					
	Salmon, Brown Rice, & Whole Oats Recipe	Dry	13	lb	605513	\$ 53.92	\$ 0.92	\$ 70.99	\$ 70.99	\$ 65.99	\$ 65.99					
			3.5	lb	605831	\$ 18.65	\$ 0.27	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99					
			6	lb	605832	\$ 29.91	\$ 0.45	\$ 42.99	\$ 42.99	\$ 39.99	\$ 39.99					
ADULT 7+ PERFECT DIGESTION	Chicken, Barley & Whole Oats Recipe	Dry	13	lb	605833	\$ 53.92	\$ 0.92	\$ 70.99	\$ 70.99	\$ 65.99	\$ 65.99					
			3.5	lb	605834	\$ 18.65	\$ 0.27	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99					
ADULT URINARY & HAIRBALL CONTROL	Chicken Recipe	Dry	6	lb	605835	\$ 29.91	\$ 0.45	\$ 42.99	\$ 42.99	\$ 39.99	\$ 39.99					
			3.5	lb	10135	\$ 18.65	\$ 0.27	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99					
			7	lb	10136	\$ 29.40	\$ 0.54	\$ 41.99	\$ 41.99	\$ 38.99	\$ 38.99					
ADULT 7+ HAIRBALL CONTROL	Chicken Recipe	Dry	15.5	lb	10137	\$ 55.05	\$ 1.10	\$ 71.99	\$ 71.99	\$ 66.99	\$ 66.99					
			3.5	lb	7533	\$ 18.10	\$ 0.27	\$ 25.99	\$ 25.99	\$ 23.99	\$ 23.99					
			7	lb	8883	\$ 28.67	\$ 0.54	\$ 40.99	\$ 40.99	\$ 37.99	\$ 37.99					
ADULT 7+ SENIOR VITALITY	Chicken & Rice Recipe	Dry	15.5	lb	8877	\$ 52.65	\$ 1.10	\$ 68.99	\$ 68.99	\$ 63.99	\$ 63.99					
			3	lb	10777	\$ 18.65	\$ 0.23	\$ 26.99	\$ 26.99	\$ 24.99	\$ 24.99					
			6	lb	10778	\$ 29.91	\$ 0.47	\$ 42.99	\$ 42.99	\$ 39.99	\$ 39.99					



SCIENCE DID THAT

SCIENCE DIET Feline										Minimum Advertised Price (MAP) Schedule4								
Description										Form	Size	SKU	List Price	Alaska & Hawaii Surcharge	Case MSRP3	Unit MSRP3	Case MAP	Unit MAP
SCIENCE DIET FELINE CANNED																		
KITTEN	Liver & Chicken Entrée	Minced	24 x 2.9 oz	10807	\$ 32.16	\$ 0.36	\$ 46.08	\$ 1.92	\$ 42.24	\$ 1.76								
	Liver & Chicken Entrée	Minced	24 x 5.5 oz	6600	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Savory Salmon Entrée	Minced	24 x 2.9 oz	10806	\$ 32.16	\$ 0.36	\$ 46.08	\$ 1.92	\$ 42.24	\$ 1.76								
	Savory Salmon Entrée	Minced	24 x 5.5 oz	6173	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Savory Turkey Entrée	Minced	24 x 5.5 oz	6174	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Entrée Variety Pack (6 Liver & Chicken, 6 Salmon)	Minced	12 x 2.9oz	604707	\$ 16.08	\$ 0.78	\$ 23.04	\$ 23.04	\$ 21.12	\$ 21.12								
	Tender Chicken Dinner	Stew	24 x 5.5 oz	1769	\$ 43.20	\$ 0.67	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Healthy Cuisine Roasted Chicken & Rice Medley	Stew	24 x 2.8 oz	10447	\$ 35.52	\$ 0.35	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98								
ADULT	Savory Chicken Entrée	Minced	24 x 5.5 oz	4534	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Liver & Chicken Entrée	Minced	24 x 5.5 oz	6610	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Savory Beef Entrée	Minced	24 x 2.9 oz	608493	\$ 32.16	\$ 0.81	\$ 46.08	\$ 1.92	\$ 42.24	\$ 1.76								
	Savory Salmon Entrée	Minced	24 x 5.5 oz	4536	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Ocean Fish Entrée	Minced	24 x 2.9 oz	10810	\$ 32.16	\$ 0.36	\$ 46.08	\$ 1.92	\$ 42.24	\$ 1.76								
	Ocean Fish Entrée	Minced	24 x 5.5 oz	6612	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Savory Turkey Entrée	Minced	24 x 5.5 oz	6613	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Turkey & Liver Entrée	Minced	24 x 5.5 oz	4538	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Entrée Variety Pack (4 Turkey, 4 Chicken, 4 Turkey & Liver)	Minced	12 x 5.5 oz	603511	\$ 21.60	\$ 0.22	\$ 31.32	\$ 31.32	\$ 29.88	\$ 29.88								
	Tender Chicken Dinner	Stew	24 x 5.5 oz	1770	\$ 43.20	\$ 0.67	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Tender Tuna Dinner	Stew	24 x 5.5 oz	1772	\$ 43.20	\$ 0.67	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Tender Ocean Fish Dinner	Stew	24 x 5.5 oz	1775	\$ 43.20	\$ 0.67	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Tender Dinners Variety Pack (4 Tuna, 4 Chicken, 4 Ocean Fish)	Stew	12 x 5.5 oz	603517	\$ 21.60	\$ 0.22	\$ 31.32	\$ 31.32	\$ 29.88	\$ 29.88								
	Healthy Cuisine Seared Tuna & Carrot Medley	Stew	24 x 2.8 oz	10443	\$ 35.52	\$ 0.35	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98								
	Healthy Cuisine Roasted Chicken & Rice Medley	Stew	24 x 2.8 oz	10445	\$ 35.52	\$ 0.35	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98								
Healthy Cuisine Poached Salmon & Spinach Medley	Stew	24 x 2.8 oz	10448	\$ 35.52	\$ 0.35	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98									
ADULT HAIRBALL CONTROL	Savory Chicken Entrée	Minced	24 x 2.9 oz	10799	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98								
	Savory Chicken Entrée	Minced	24 x 5.5 oz	4526	\$ 47.04	\$ 0.65	\$ 69.84	\$ 2.91	\$ 64.56	\$ 2.69								
ADULT INDOOR	Ocean Fish Entrée	Minced	24 x 5.5 oz	6111	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Savory Chicken Entrée	Minced	24 x 5.5 oz	6109	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
	Salmon & Vegetable Medley	Minced	24 x 5.5 oz	608489	\$ 43.20	\$ 0.81	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
ADULT LIGHT	Liver & Chicken Entrée	Minced	24 x 2.9 oz	10809	\$ 32.16	\$ 0.36	\$ 46.08	\$ 1.92	\$ 42.24	\$ 1.76								
	Liver & Chicken Entrée	Minced	24 x 5.5 oz	6622	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49								
ADULT PERFECT WEIGHT	Liver & Chicken Entrée	Minced	24 x 2.9 oz	2974	\$ 38.88	\$ 0.37	\$ 56.16	\$ 2.34	\$ 52.32	\$ 2.18								
	Roasted Vegetable and Chicken Medley	Stew	24 x 2.9 oz	10876	\$ 38.88	\$ 0.36	\$ 56.16	\$ 2.34	\$ 52.32	\$ 2.18								
	Variety Pack (6 Chicken, 6 Liver & Chicken)	Minced & Stew	12 x 2.9 oz	604708	\$ 19.44	\$ 0.78	\$ 28.08	\$ 28.08	\$ 26.16	\$ 26.16								
	Vegetable & Salmon Medley	Minced	24 x 2.9 oz	608491	\$ 38.88	\$ 0.81	\$ 56.16	\$ 2.34	\$ 52.32	\$ 2.18								
	Vegetable & Turkey Medey	Minced	24 x 2.9 oz	608492	\$ 38.88	\$ 0.81	\$ 56.16	\$ 2.34	\$ 52.32	\$ 2.18								
KITTEN SENSITIVE STOMACH & SKIN	Salmon & Vegetable Stew	Stew	24 x 2.8 oz	608562	\$ 32.16	\$ 0.78	\$ 46.08	\$ 1.92	\$ 42.24	\$ 1.76								
ADULT SENSITIVE STOMACH & SKIN	Chicken & Vegetable Entrée	Minced	24 x 2.9 oz	10642	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98								
	Tuna & Vegetable Entrée	Minced	24 x 2.9 oz	10643	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98								
	Variety Pack (6 Tuna, 6 Chicken)	Minced	12 x 2.9 oz	604706	\$ 17.76	\$ 0.78	\$ 25.68	\$ 25.68	\$ 23.76	\$ 23.76								
	Duck & Vegetable Entrée	Minced	24 x 2.9 oz	608490	\$ 35.52	\$ 0.81	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98								
	Salmon & Vegetable Entrée	Minced	24 x 2.9 oz	608608	\$ 35.52	\$ 0.43	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98								



Price List Effective February 3, 2025

SCIENCE DID THAT

Description		Form	Size	SKU	List Price	Alaska & Hawaii Surchage	Case MSRP ₃	Unit MSRP ₃	Minimum Advertised Price (MAP) Schedule ₄		
									Case MAP	Unit MAP	
SCIENCE DIET FELINE CANNED CONTINUED											
ADULT PERFECT DIGESTION	Chicken & Vegetable & Rice Stew	Stew	24 x 2.9	oz	605837	\$ 40.08	\$ 0.81	\$ 56.16	\$ 2.34	\$ 54.00	\$ 2.25
ADULT URINARY & HAIRBALL CONTROL	Savory Chicken Entrée	Minced	24 x 2.9	oz	10138	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
	Savory Chicken Entrée	Minced	24 x 5.5	oz	10641	\$ 47.04	\$ 0.65	\$ 69.84	\$ 2.91	\$ 64.56	\$ 2.69
	Multi Pack (12 Chicken)	Minced	12 x 2.9	oz	604693	\$ 17.76	\$ 0.78	\$ 25.68	\$ 25.68	\$ 23.76	\$ 23.76
ADULT 7+	Savory Beef Entrée	Minced	24 x 5.5	oz	7400	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49
	Savory Chicken Entrée	Minced	24 x 2.9	oz	10803	\$ 32.16	\$ 0.36	\$ 46.08	\$ 1.92	\$ 42.24	\$ 1.76
	Savory Chicken Entrée	Minced	24 x 5.5	oz	4541	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49
	Savory Turkey Entrée	Minced	24 x 2.9	oz	10812	\$ 32.16	\$ 0.36	\$ 46.08	\$ 1.92	\$ 42.24	\$ 1.76
	Savory Turkey Entrée	Minced	24 x 5.5	oz	7401	\$ 43.20	\$ 0.65	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49
	Tender Chicken Dinner	Stew	24 x 5.5	oz	1776	\$ 43.20	\$ 0.67	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49
	Tender Tuna Dinner	Stew	24 x 5.5	oz	1779	\$ 43.20	\$ 0.67	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49
	Healthy Cuisine Roasted Chicken & Rice Medley	Stew	24 x 2.8	oz	10446	\$ 35.52	\$ 0.35	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
	ADULT 7+ SENIOR VITALITY	Chicken & Vegetable Stew	Stew	24 x 2.9	oz	10767	\$ 38.88	\$ 0.36	\$ 56.16	\$ 2.34	\$ 52.32
ADULT 11+	Healthy Cuisine Seared Tuna & Carrot Medley	Stew	24 x 2.8	oz	10444	\$ 35.52	\$ 0.35	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
SCIENCE DIET FELINE POUCHES											
KITTEN	Tender Chicken Dinner	Chunks & Gravy	24 x 2.8	oz	605143	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
ADULT	Tender Chicken Dinner	Chunks & Gravy	24 x 2.8	oz	604976	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
	Tender Tuna Dinner	Chunks & Gravy	24 x 2.8	oz	604978	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
	Tender Ocean Fish Dinner	Chunks & Gravy	24 x 2.8	oz	604979	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
	Tender Dinner Variety Pack (4 Tuna, 4 Chicken, 4 Ocean Fish)	Chunks & Gravy	12 x 2.8	oz	605001	\$ 17.76	\$ 0.18	\$ 25.68	\$ 25.68	\$ 23.76	\$ 23.76
	Chicken & Spinach Casserole	Chunks & Gravy	24 x 2.8	oz	604982	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
	Turkey and Liver Casserole	Chunks & Gravy	24 x 2.8	oz	604983	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
ADULT SENSITIVE STOMACH & SKIN	Adult Sensitive Stomach & Skin Chicken & Beef Pouch	Chunks & Gravy	24 x 2.8	oz	606335	\$ 43.20	\$ 0.81	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49
	Adult Sensitive Stomach & Skin Salmon & Tuna Pouch	Chunks & Gravy	24 x 2.8	oz	606336	\$ 43.20	\$ 0.81	\$ 62.64	\$ 2.61	\$ 59.76	\$ 2.49
	Adult Sensitive Stomach & Skin Pouch Variety Pack	Chunks & Gravy	12 x 2.8	oz	606337	\$ 21.60	\$ 0.81	\$ 31.32	\$ 31.32	\$ 29.88	\$ 29.88
ADULT 7+	Tender Chicken Dinner	Chunks & Gravy	24 x 2.8	oz	604980	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
	Tender Tuna Dinner	Chunks & Gravy	24 x 2.8	oz	604981	\$ 35.52	\$ 0.36	\$ 51.36	\$ 2.14	\$ 47.52	\$ 1.98
	Tender Dinner Variety Pack (6 Chicken, 6 Tuna)	Chunks & Gravy	12 x 2.8	oz	605002	\$ 17.76	\$ 0.18	\$ 25.68	\$ 25.68	\$ 23.76	\$ 23.76

3 MSRP means Manufacturer's Suggested Retail Price. The MSRP's listed in this document are recommendations only and there is no obligation on the retailer to comply with these recommendations.

4 IMPORTANT NOTE: Hill's MAP Policy does not apply to the prices at which products are actually sold. The Hill's MAP Policy only applies to the advertised price of Hill's products – Authorized Sellers continue to have the right to sell Hill's products at any price they choose.

Note: Freight surcharge is based upon gross weight and is subject to change without notice.

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APPENDIX B
Food, Shelter and Love Program Terms

Pet Food Purchases

All pet food purchased utilizing the Shelter's Food, Shelter & Love customer account is exclusively purchased to feed the pets in the care of the shelter. Such foods cannot be resold or redistributed in any capacity.

Shelter Food – select Hill's brand pet food for the express and limited purpose of feeding cats and dogs in the care of the shelter, including cats and dogs in the Shelter's foster programs that are not yet adopted. Hill's reserves the right to substitute or designate the type of products provided as **Shelter Food**, including variable methods of delivery.

SHELTER FOOD

SKUs	SKU Description	Size	% Discount off Hill's current List Price
Shelter SKUs			
2092	Science Diet Kitten	35 lbs	<u>74.00 %</u>
6801	Science Diet Adult Cat	20 lbs	<u>74.00 %</u>
603920	Science Diet Puppy	35 lbs	<u>56.00 %</u>
603916	Science Diet Adult Dog	35 lbs	<u>56.00 %</u>
Wet			
6174	Science Diet Kitten Savory Turkey Entrée	24 x 5.5oz	<u>35.00 %</u>
6600	Science Diet Kitten Liver & Chicken Entrée	24 x 5.5oz	<u>35.00 %</u>
4534	Science Diet Feline Adult Savory Chicken Entrée	24 x 5.5oz	<u>35.00 %</u>
			<u>0.00 %</u>
7036	Science Diet Puppy Chicken & Barley Entrée	12 x 13oz	<u>35.00 %</u>
7037	Science Diet Canine Adult Chicken & Barley Entrée	12 x 13oz	<u>35.00 %</u>
7039	Science Diet Canine Adult Beef & Barley Entrée	12 x 13oz	<u>35.00 %</u>

Shelter may purchase other Hill's pet food products not identified above at list price. Such purchases are subject to warehouse availability and other conditions of sale.

Shelter Pet Adoption Reporting submission requirement:	MONTHLY
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New Pet Parent Adopter Information submission requirement:	WEEKLY
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An updated Vendor Ethics Disclosure form has been requested.



Grant Proposal Notifications

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

File #: 25-1268

Agenda Date: 5/20/2025

Agenda #: 7.A.



Grant Proposal Notification

GPN Number: 014-25
(Completed by Finance Department)

Date of Notification: 04/01/2025
(MM/DD/YYYY)

Parent Committee Agenda Date: 05/20/2025
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 03/20/2025
(MM/DD/YYYY)

Name of Grant: Animal Services - Public Health and Safety PY25

Name of Grantor: Illinois Department of Commerce & Economic Opportunity (IL DCEO)

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Animal Services

Department Contact: Laura Flamion, Interim Administrator, x2806
(Name, Title, and Extension)

Parent Committee: Animal Services

Grant Amount Requested: \$ 275,000.00

Type of Grant: Project
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☒ Yes ☐ No

Source of Grant: ☐ Federal ☒ State ☐ Private ☐ Corporate

If Federal, provide CFDA: _____ If State, provide CSFA: 420-00-2725



Grant Proposal Notification

1. Justify the department's need for this grant.

This grant will support the public health and safety activities of the DuPage County Animal Services department. Animal Services staff are responsible for enforcing Illinois State animal control laws and DuPage County animal ordinances. Officers are dispatched to locations within DuPage County to perform welfare checks, gather evidence, speak to members of the community, and counsel the public on safety with both domestic and wild animals. Staff works closely with the justice system and other law enforcement agencies to ensure humane care and public safety for both animals and people. Officers are also responsible for overseeing bite quarantines and assists in education and outreach activities within the community. Other dispatch activities include the capture of animals at large and animals with a high risk of rabies transmission if there is an exposure concern. This grant will also provide the necessary funds to ensure all officers have appropriate tools and to perform these functions.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Safe Community: This grant will provide the necessary funds to ensure all officers have appropriate tools and are able to enforce Illinois State animal control laws and DuPage County animal ordinances, increasing safety to DuPage County residents.

3. What is the period covered by the grant?

04/01/2025 to: 06/30/2026
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒



Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- 6.1.1. Total salary \$252,096.00 Percentage covered by grant 85.4%
- 6.1.2. Total fringe benefits \$54,981.76 Percentage covered by grant 82.8%
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No
- 6.1.3.1. If yes, which ones are disallowed?
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time _____ Part-time _____ Temporary _____
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p>	<p>No</p> <hr/>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<hr/>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<hr/>
<p>6.3.1.3. Total annual salary</p>	<hr/>
<p>6.3.1.4. Total annual fringe benefits</p>	<hr/>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p>Yes</p> <hr/>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<hr/>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<hr/>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<hr/>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p>1.7%</p> <hr/>
<p>9. Are matching funds required? (Yes or No):</p>	<p>No</p> <hr/>
<p>9.1. If yes, please answer the following:</p>	
<p>9.1.1. What percentage of match funding is required by granting entity?</p>	<hr/>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<hr/>



Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____

10. What amount of funding is already allocated for the project? \$2,685,000.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? 1100-1300

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): Yes

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$2,960,000.00



Finance Resolution

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

File #: FI-R-0089-25

Agenda Date: 5/20/2025

Agenda #: 7.B.

ACCEPTANCE AND APPROPRIATION OF THE
ANIMAL SERVICES-IL DCEO PUBLIC HEALTH AND SAFETY GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. 25-203296
COMPANY 5000 - ACCOUNTING UNIT 1320
\$275,000

(Under the administrative direction of Animal Services)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$275,000 (TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS) are available to provide the necessary funds to protect the health, safety and welfare of people and pets by ensuring all officers have appropriate tools and are able to enforce Illinois State animal control laws and DuPage County animal ordinances, increasing safety to DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 25-203296 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the Inter-Governmental Agreement is from May 1, 2025, through June 30, 2026; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 25-203296 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$275,000 (TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS) be made to establish the Animal Services-Public Health and Safety PY25, Company 5000 - Accounting Unit 1320, for the period May 1, 2025, through June 30, 2026; and

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

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

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

Enacted and approved this 27th day of May, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH
ANIMAL SERVICES-PUBLIC HEALTH AND SAFETY GRANT PY25
AGREEMENT NO. 25-203296
COMPANY 5000 – ACCOUNTING UNIT 1320
\$275,000

REVENUE

41400-0006 - State Op Grant - IDCEO \$ 275,000

TOTAL ANTICIPATED REVENUE \$ 275,000

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 215,317

51010-0000 - Employer Share I.M.R.F. 19,185

51030-0000 - Employer Share Social Security 16,472

51040-0000 - Employee Med & Hosp Insurance 19,325

TOTAL PERSONNEL \$ 270,299

COMMODITIES

52200-0000 - Operating Supplies & Materials \$ 1,272

TOTAL COMMODITIES \$ 1,272

CONTRACTUAL

53510-0000 - Travel Expense \$ 1,051

53610-0000 - Instruction & Schooling 2,140

53803-0000 - Miscellaneous Meeting Expense 238

TOTAL CONTRACTUAL \$ 3,429

TOTAL ADDITIONAL APPROPRIATION \$ 275,000



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

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Deborah A Conroy

Printed Title: County Board Chairperson

Email: chair@dupageco.org

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

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

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

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

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

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

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **05/01/2025** and expires on **06/30/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$275,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

Reimbursement

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-2725 and the CSFA Name is Provision of services to the public from named line GRF &/or FIF source. If applicable, the State Award Identification Number (SAIN) is 2725-56578.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

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

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

4.7. Interest.

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

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

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

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

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

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

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

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

12.3. Entities That Are Not "For-Profit".

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

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

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

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

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

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

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

13.5. **Effects of Suspension and Termination.**

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

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

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

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

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

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

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

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

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

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

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

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity which provides essential public services to citizens of DuPage County.

The Grantee runs DuPage County Animal Services (DCAS), the Grantee's sole public animal shelter and control agency. The mission of DCAS is to protect the health, safety and welfare of people and pets throughout DuPage County. The Grantee provides human shelter, veterinary care for shelter animals, lost and found services, adoption services, response to animal emergencies and public safety incidents involving animals for unincorporated areas of DuPage County; education, and enforcement of the community's responsible pet ownership laws; and helps residents to resolve animal related concerns, pet registration, and assistance to local law enforcement. The Grantee investigates Animal abuse/neglect or potentially dangerous dogs, animal bites, and rabies vaccination compliance.

Grant funds will be utilized for a portion of the operating and program expenses, including any that are prior incurred, associated with the Grantee's focus to promote the welfare of citizens and animals, both domestic and wild, including payment of salaries and fringe benefits, travel, supplies, and training and education at the Grantee-owned facility located at 2255 Manchester Road in Wheaton, IL. All other costs associated with the completion of this project will be paid for via the use of other funding sources.

Specifically, Grant Funds will be utilized for the Grantee's operating and program expenses as follows:

- **Personnel (Salaries & Wages)** – to include gross salary costs for various team members, limited to verifiable time on program activities, for the length of time as identified in the budget filed with the Grantor. Program positions include the following:

Animal Control Officer Supervisor – performs all tasks related to Animal Control Officer. Audits the work of fellow officers, trains new officers, and takes the lead on more complex cases.

Animal Client Services & Field Officer – performs all tasks related to Animal Control Officer. Performs additional administrative duties related to rabies vaccine compliance and dispatch for field services. Responds to over 1,500 bite cases, 500 field services calls, and numerous other animal related concerns. Ensures public safety, humane care of animals, and to provide the community resources regarding animal care, cohabitation, and animal-human conflict mitigation.

Animal Control Officer – to be responsible for public safety by enforcing Illinois state animal control laws and DuPage County animal ordinances. This position also investigates animal related complaints, rescue animals, overseeing animal bite quarantines and counsel the public on safety with both domestic and wild animals. Works closely with the justice system and other law enforcement agencies to ensure humane care and public safety for both animals and people.

- **Fringe Benefits** - to include costs for team members listed above for FICA, IMRF Pension, and Medical Insurance.
- **Travel** - to include costs for staff travel for event programming at the Illinois Animal Welfare Federation Prairie States Conference.
- **Supplies** – to include costs associated with the purchase of items such as: catch poles, handling gloves, folding nets, snake tongs, and snake bags.
- **Training and Education** – to include costs associated with employee training and professional education/conference registration fees.

The completion of this project will benefit the public by providing crucial assistance to the protection of the community's lost, homeless, stray, injured, sick, neglected, and abandoned animals. Animal control officers help in rescuing animals in distress, reuniting lost pets and their owners, and responding to nuisance complaints. Animal Client Services & Field Officers play a vital role in public safety and animal welfare by investigating animal cruelty, enforcing animal laws, responding to animal-related emergencies, and educating the public on responsible pet ownership. Animal handling and capture equipment allows officers to safely secure a variety of animals while also protecting the well-being of the animals. Training ensures officers can help someone experiencing a mental health or substance use challenge as well as safely handle animals in a variety of situations.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Deborah A Conroy
Title: County Board Chairperson
Address: 421 North County Farm Road
Wheaton, IL 60187-3978

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Brie-Anna Andrew
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-785-9967
TTY#: (800) 785-6055
Email: BrieAnna.L.Andrew@illinois.gov
Address:

GRANTEE CONTACT

Name: Laura Flamion
Title: Operations Manager
Address: 421 North County Farm Road
Wheaton, IL 60187-3978
Phone: 630-407-2806
TTY#: N/A
Email: laura.flamion@dupagecounty.gov
Address:

GRANTEE DESIGNEES

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

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Sam Huston
Email: samuel.huston@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

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

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII AUTHORIZED SIGNATORY

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

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

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

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

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

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

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

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

ARTICLE XXIX

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

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

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

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

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

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

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

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

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

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

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

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

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

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

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

July 2025

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 05/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 05/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

August 2026

- End of grant Closeout Financial Report (08/14/2026) - Covering Period of 05/01/2025 - 06/30/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (08/14/2026) - Covering Period of 05/01/2025 - 06/30/2026; Send To: Grant Manager

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

ARTICLE XXXVII GRANT-SPECIFIC TERMS/CONDITIONS

37.1. Compensation To The Grantee.

- (a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:
- (i) in accordance with the approved Award Budget;
 - (ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.339.
- (b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.2. Funding Terms and Restrictions.

- (a) Reimbursement Limitation. The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXVII and XXX.
- (b) Budget Modifications. The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless

permitted as a discretionary line item transfer pursuant to paragraphs 6.2 and 27.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.

- (c) Overpayment. In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.3 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.
- (d) Supportive Services & Participant Support Costs. If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.3. Travel Regulations. Costs in accordance with 2 CFR 200.475 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. *See also* 30 ILCS 708/130.

37.4. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee.

37.5. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.6. Equipment and Property Management. The Grantee may not purchase nonexpendable equipment exceeding the amount specified in 2 CFR 200.1 (equipment definition) without the Grantor's prior written approval. 2 CFR 200.439.

37.7. Managing Subawards and Subrecipients.

- (a) Monitoring. The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b); 2 CFR 200.332. *See also* ARTICLE XIV, herein.
- (b) Agreements. Pursuant to paragraph 14.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.8. Procurement. The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.327 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.323, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to \$10,000 and the threshold for simplified acquisitions increased to \$250,000.

37.9. Assurances. The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.



Finance Resolution

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

File #: FI-R-0090-25

Agenda Date: 5/20/2025

Agenda #: 7.C.

ACCEPTANCE AND APPROPRIATION OF INTEREST EARNED ON INVESTMENT
FOR THE DUPAGE ANIMAL FRIENDS PHASE II CAPITAL PROJECT GRANT
COMPANY 5000 - ACCOUNTING UNIT 1310

\$2,765

(Under the administrative direction of Animal Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Animal Friends Phase II Capital Project Grant, pursuant to Resolution FI-R-0899-18 for the period September 12, 2018, until exhausted; as amended; and

WHEREAS, the County of DuPage has invested cash balances in accordance with the DuPage Animal Friends grant requirements and estimates earnings in the amount of \$2,764.14 (TWO THOUSAND, SEVEN HUNDRED SIXTY-FOUR AND 14/100 DOLLARS) during the term of the award, to be used for the support of the DuPage County Animal Friends Phase II Capital Project Grant; and

WHEREAS, no additional County funds are required to appropriate this interest earned; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the interest to be earned in the amount of \$2,764.14 (TWO THOUSAND, SEVEN HUNDRED SIXTY-FOUR AND 14/100 DOLLARS) be and 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 \$2,765 (TWO THOUSAND, SEVEN HUNDRED SIXTY-FIVE NO/100 DOLLARS) be made and added to the DuPage Animal Friends Phase II Capital Project Grant, Company 5000 - Accounting Unit 1310, for the period of September 12, 2018 until funding is exhausted; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Animal Services Committee shall review the need for continuing the specified program; and

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

Enacted and approved this 27th day of May, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR THE
DUPAGE ANIMAL FRIENDS PHASE II CAPITAL PROJECT GRANT
COMPANY 5000 – ACCOUNTING UNIT 1310
\$2,765

REVENUE

45000-0000 - Investment Income \$ 2,765

TOTAL ANTICIPATED REVENUE \$ 2,765

EXPENDITURES

CAPITAL

54010-0000 - Building Improvements \$ 2,765

TOTAL CAPITAL \$ 2,765

TOTAL ADDITIONAL APPROPRIATION \$ 2,765