



# DU PAGE COUNTY

## Human Services

### Final Regular Meeting Agenda

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

---

**Tuesday, August 5, 2025**

**9:30 AM**

**Room 3500A**

---

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PUBLIC COMMENT**

**4. CHAIR REMARKS - CHAIR SCHWARZE**

**5. APPROVAL OF MINUTES**

5.A. [25-1840](#)

Human Services Committee - Regular Meeting - Tuesday, July 1, 2025

**6. COMMUNITY SERVICES - MARY KEATING**

6.A. [FI-R-0116-25](#)

Acceptance of a modification of funding for the Illinois Home Weatherization Assistance Program HHS Grant PY25 Inter-Governmental Agreement No. 24-221028, Company 5000 - Accounting Unit 1430. (Community Services)

6.B. [FI-R-0118-25](#)

Acceptance & appropriation of the Illinois Department of Human Services Rapid Re-Housing Program Grant PY26 Inter-Governmental Agreement no. FCSEH07854, Company 5000 - Accounting Unit 1760, in the amount of \$120,124. (Community Services)

6.C. [FI-R-0120-25](#)

Acceptance and appropriation of the HUD 2024 Continuum of Care Planning Grant PY26 Agreement No. IL 1918L5T142400, Company 5000 - Accounting Unit 1510, in the amount of \$328,070. (Community Services)

6.D. [FI-R-0125-25](#)

Acceptance & appropriation of the Illinois Department of Human Services Supportive Housing Program Grant PY26 Inter-Governmental Agreement No. FCSEH00352, Company 5000 - Accounting Unit 1760, in the amount of \$102,786. (Community Services)

- 6.E. [HS-R-0015-25](#)  
Rescission of Requisition P.O. #7789-0001-SERV issued to Comfort 1st Insulation & Energy Solutions, Inc. to provide architectural services for the Weatherization Program for Community Services (Contract total amount of \$15,000)
- 6.F. [HS-R-0016-25](#)  
Acceptance of extension of time for the HUD 2023 Continuum of Care Planning Grant PY25 Agreement No. IL1887L5T142300, Company 5000 - Accounting Unit 1510, extending through October 31, 2025. (Community Services)
- 6.G. [HS-P-0032-25](#)  
Awarding Resolution issued to Professional Radon Systems, Inc., to provide radon mitigation of single-family homes for the weatherization and single-family rehab grants for the Weatherization Program, for the period of August 5, 2025 through August 4, 2026, for a contract total not to exceed \$31,200; per RFP #25-071-CD. (Community Services)
- 6.H. [HS-P-0033-25](#)  
Awarding Resolution issued to Healthy Air Heating & Air, Inc., for the LIHEAP Emergency Heat Program to provide service, repair, or replacement of inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County, from October 1, 2025 through June 30, 2026, for a contract total not to exceed \$80,000. (Community Services)
- 6.I. [HS-P-0034-25](#)  
Awarding Resolution issued to My Green House HVAC, LLC for the LIHEAP Emergency Heat Program to provide service, repair, or replacement of inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County, from October 1, 2025 through June 30, 2026, for a contract total not to exceed \$80,000. (Community Services)
- 6.J. [HS-P-0035-25](#)  
Awarding Resolution issued to Nortek Environmental, Inc. for the LIHEAP Emergency Heat Program to provide service, repair, or replacement of inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County, from October 1, 2025 through June 30, 2026, for a contract total not to exceed \$80,000. (Community Services)
- 6.K. [HS-P-0036-25](#)  
Awarding Resolution issued to Parliament Builders, Inc. for the LIHEAP Emergency Heat Program to provide service, repair, or replacement of inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County, from October 1, 2025 through June 30, 2026, for a contract total not to exceed \$80,000. (Community Services)



6.L. [HS-P-0037-25](#)

Awarding Resolution issued to Community and Economic Development Association of Cook County, Inc., for professional services for the Multi-Family Weatherization Project, for Community Services, for the period of August 12, 2025 through June 30, 2026, for a contract total amount not to exceed \$126,000. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

**7. DUPAGE CARE CENTER - JANELLE CHADWICK**7.A. [HS-P-0038-25](#)

Recommendation for the approval of a contract to Unipak Corporation, for trash and recycling can liners, for the DuPage Care Center, for the period August 13, 2025 through August 12, 2027, for a contract total amount not to exceed \$150,000; per bid #25-073-FM, section B.

7.B. [HS-P-0039-25](#)

Recommendation for the approval of a contract to Cardinal Health, Inc., for Primary Pharmaceuticals for inpatient and outpatient pharmacy services, for the DuPage Care Center, for the period September 1, 2025 through August 31, 2027, for a contract total amount not to exceed \$4,500,000; contract pursuant to State of IL Contract #22-416CMS-BOSS4-P-33618.

7.C. [HS-P-0040-25](#)

Recommendation for the approval of a contract to Senior Medical Care, PLLC, for Professional Services for a Medical Director, for the DuPage Care Center, for the period September 1, 2025 through August 31, 2026, for a contract total amount not to exceed \$48,000. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

7.D. [HS-P-0041-25](#)

Recommendation for the approval of a contract to Prairie Farms Dairy, Inc., for fluid dairy, for the DuPage Care Center, for the period of September 25, 2025 through September 24, 2026, for a contract total not to exceed \$45,000; per bid #24-100-DCC, first of three optional renewals.

7.E. [HS-P-0042-25](#)

Recommendation for the approval of a contract to McMahon Food Corporation, for fluid dairy, for the DuPage Care Center, for the period of September 25, 2025 through September 24, 2026, for a contract total not to exceed \$38,000; under bid renewal #24-100-DCC, first of three optional renewals.

**8. TRAVEL****8.A. [25-1841](#)**

Community Services Manager to attend the National Adult Protective Services Conference in Bellevue, Washington, from September 7, 2025 through September 11, 2025. Expenses to include registration, transportation, lodging, and per diems, for approximate total of \$2670. Grant funded.

**9. CONSENT ITEMS****9.A. [25-1842](#)**

Amendment to County Contract 7431-0001 SERV, issued to Healthy Air Heating & Air, Inc. through the Community Services DOE WEX grants, to provide mechanical (HVAC) and architectural weatherization labor and materials, to extend the contract through November 30, 2025.

**9.B. [25-1843](#)**

Amendment to County Contract 7470-0001 SERV, issued to My Green House HVAC, LLC through the Community Services DOE WEX grants, to provide mechanical (HVAC) and architectural weatherization labor and materials, to extend the contract through November 30, 2025.

**9.C. [25-1844](#)**

Amendment to County Contract 7432-0001 SERV, issued to Arcos Environmental Services, Inc. through the Community Services DOE WEX grants, to provide mechanical (HVAC) and architectural weatherization labor and materials, to extend the contract through November 30, 2025.

**9.D. [25-1845](#)**

Brightstar Care of Central DuPage, Contract 7007-0001 SERV - this Purchase Order is decreasing in the amount of \$84,733.01 and closing due to Purchase Order has expired.

**9.E. [25-1846](#)**

RCM Technologies, Contract 7019-0001 SERV - This Purchase Order is decreasing in the amount of \$44,720.00 and closing due to Purchase Order has expired.

**9.F. [25-1847](#)**

Comcast, Contract 4621-0001 SERV - This Purchase Order is decreasing in the amount of \$28,326.36 and closing due to Purchase Order has expired.

**9.G. [25-1848](#)**

Equipment International, Contract 6957-0001 SERV - This Purchase Order is decreasing in the amount of \$16,354.15 and closing due to Purchase Order has expired.

**10. INFORMATIONAL****10.A. [25-1849](#)**

GPN 018-25 PY2026 Supportive Housing Program, Illinois Department of Human Services - \$102,786. (Community Services)

**10.B. [25-1850](#)**

GPN 019-25 PY2026 Rapid Re-Housing Program, Illinois Department of Human Services - \$120,124. (Community Services)

**10.C. [25-1851](#)**

GPN 020-25 PY2026 Homeless Prevention Program, Illinois Department of Human Services - \$384,000. (Community Services)

**11. RESIDENCY WAIVERS - JANELLE CHADWICK****12. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK****13. COMMUNITY SERVICES UPDATE - MARY KEATING**

13.A. 2026 Budget Status Update

**14. OLD BUSINESS****15. NEW BUSINESS****16. ADJOURNMENT**



## Minutes

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

---

**File #: 25-1840**

**Agenda Date: 8/5/2025**

**Agenda #: 5.A.**

---



# DU PAGE COUNTY

## Human Services

### Final Summary

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

---

**Tuesday, July 1, 2025**

**9:30 AM**

**Room 3500A**

---

**1. CALL TO ORDER**

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

Chair Schwarze entertained a motion to allow member Kari Galassi to participate remotely. Member LaPlante so moved, Member DeSart seconded, all ayes on a voice vote, motion passed.

**2. ROLL CALL**

Other Board members present: Member Saba Haider

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Finance staff, Natasha Belli and Gina Strafford-Ahmed (Community Services Administrators), Mary Keating (Director of Community Services), and Janelle Chadwick (Administrator of the DuPage Care Center).

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

**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

Chair Schwarze thanked Joan Olson for doing such a wonderful job last week with the Small Human Services Grant presentation. Joan in turn stated it was a team effort, noting the county board office and thanking staff from Community Services' Communications, Brett Kuras and Katherine Kosloski for their outstanding assistance.

**5. APPROVAL OF MINUTES**

**5.A. [25-1643](#)**

Human Services Committee - Regular Meeting - Tuesday, June 17, 2025

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

**6. COMMUNITY SERVICES - MARY KEATING****6.A. [FI-R-0111-25](#)**

Acceptance and appropriation of additional funding and extension of time for the ILDCEO Community Services Block Grant PY25, Inter-governmental Agreement No. 25-231028, Company 5000 - Accounting Unit 1650, from \$1,269,609 to \$1,401,491 (an increase of \$131,882). (Community Services)

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

**6.B. [HS-P-0028-25](#)**

Awarding resolution issued to Arcos Environmental Services, Inc., to provide mechanical (HVAC) and architectural weatherization labor and materials, for the Weatherization Program, for the period of July 1, 2025 through June 30, 2026, for a contract total not to exceed \$135,000; under RFP 24-099-WEX, first and final optional renewal. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Cynthia Cronin Cahill

**6.C. [HS-P-0029-25](#)**

Awarding resolution issued to Chicago United Industries, Ltd., to furnish, deliver and install Energy Star Appliances, for the Weatherization Program, for the period of July 1, 2025 through June 30, 2026, for a contract total not to exceed \$238,000; under RFP #22-065-CS, third of three one-year optional renewals. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Cynthia Cronin Cahill

6.D. [HS-P-0030-25](#)

Awarding resolution issued to Healthy Air Heating and Air, Inc., to provide mechanical (HVAC) and architectural weatherization labor and materials, for the Weatherization Program, for the period of July 1, 2025 through June 30, 2026 for a contract total not to exceed \$135,000; under RFP #24-099-WEX, first and final optional renewal.  
(Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lynn LaPlante

6.E. [HS-P-0031-25](#)

Awarding resolution issued to My Green House HVAC, LLC, to provide mechanical (HVAC) and architectural weatherization labor and materials, for the Weatherization Program, for the period of July 1, 2025 through June 30, 2026, for a contract total amount not to exceed \$135,000, under RFP #24-099-WEX, first and final optional renewal.  
(Community Services)

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

6.F. [25-1644](#)

Awarding resolution issued to Comfort 1st Insulation & Energy Solutions, Inc., to provide architectural weatherization labor and materials, for the Weatherization Program, for the period of July 1, 2025 through June 30, 2026, for a contract total not to exceed \$15,000; under RFP #24-099-WEX, first and final optional renewal. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart
<b>AYES:</b>	Cronin Cahill, DeSart, Garcia, LaPlante, and Schwarze
<b>REMOTE:</b>	Galassi

6.G. [25-1645](#)

HS-P-0009A-25 - Amendment to Resolution HS-P-0009-25 issued to DuPage Homeownership Center d/b/a H.O.M.E. DuPage, to increase encumbrance in the amount of \$40,000, for additional grant funding received by the ILDCEO, resulting in an amended contract total not to exceed \$86,888. (7541-0001 SERV) (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Cynthia Cronin Cahill

6.H. [25-1646](#)

HS-P-0005A-25 - Amendment to Resolution HS-P-0005-25, issued to Gardenworks Project, to increase the encumbrance in the amount of \$4,992, for additional grant funding received by the ILDCEO, resulting in an amended contract total not to exceed \$74,992. (7531-0001 SERV) (Community Services)

Member LaPlante asked if next year any agency that is receiving grant funds from the county via different means be ineligible for the Small Human Services Grant funds. Chair Schwarze replied this will be part of the discussion for the next applications.

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

6.I. [25-1647](#)

HS-P-0008A-25 - Amendment to Resolution HS-P-0008-25, issued to Outreach Community Services, Inc., to increase encumbrance in the amount of \$15,000, for additional grant funding received by the ILDCEO, resulting in an amended contract total not to exceed \$115,000. (7522-0001 SERV) (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lynn LaPlante



**7. DUPAGE CARE CENTER - JANELLE CHADWICK****7.A. [25-1648](#)**

Recommendation for the approval of a contract to Alco Sales & Service Company, for wheelchair parts, supplies and accessories, for the DuPage Care Center, for the period of August 6, 2025 through August 5, 2027, for a total contract amount not to exceed \$18,000; per bid #25-062-DCC.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia
<b>AYES:</b>	Cronin Cahill, DeSart, Garcia, LaPlante, and Schwarze
<b>REMOTE:</b>	Galassi

**7.B. [25-1649](#)**

Recommendation for the approval of a contract to ARxIUM, Inc., for maintenance and support for the FastPak Elite medication dispensing machine, for the Pharmacy at the DuPage Care Center, for the period of September 1, 2025 through August 31, 2026, for a total amount not to exceed \$16,844.99. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source maintenance and support of medication dispensing machine for the Pharmacy at the DPCC.)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart
<b>AYES:</b>	Cronin Cahill, DeSart, Garcia, LaPlante, and Schwarze
<b>REMOTE:</b>	Galassi

**7.C. [25-1650](#)**

Recommendation for the approval of a contract to Henry Schein, Inc., for deluxe top over-bed tables with base, for the DuPage Care Center 2North & 2South neighborhoods, for the period of July 2, 2025 through July 1, 2026, for a total amount not to exceed \$15,260.60. Contract pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #2021002973).

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart
<b>AYES:</b>	Cronin Cahill, DeSart, Garcia, LaPlante, and Schwarze
<b>REMOTE:</b>	Galassi

**8. RESIDENCY WAIVERS - JANELLE CHADWICK**

One out of county residency waiver was presented for approval. Janelle Chadwick, Administrator of the DuPage Care Center, stated there are eight male and fourteen female beds available so no DuPage County residents will be displaced by accepting this request. Member LaPlante so moved, Member DeSart seconded, all ayes on a voice vote, motion passed.

Member Galassi asked if a husband and wife can share a room if they are both residents in the Care Center. Ms. Chadwick replied, yes, if they choose to.

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

Janelle Chadwick, Administrator of the DuPage Care Center, stated the Care Center has been accepted to be part of the Post Acute Network for CDH Northwestern Medical Center after submitting a huge application about six years ago. Only a few select facilities are chosen to be part of the network. CDH has also launched its own Accountable Care Organization (ACO). This is a coordination and care network that looks at quality metrics and financial goals to drive quality and reduce costs. The Care Center has been invited to be a part of CDH's ACO. After review, Assistant State's Attorney Renee Zerante has given approval to move forward with the contract. Chair Schwarze asked how this will benefit the Care Center. Ms. Chadwick responded that it moves the Care Center higher on the list resulting in more referrals.

The golf outing was a great success, exceeding previous years and grossing \$53,000. Chair Schwarze congratulated Janelle Chadwick on the success of the golf outing and apologized to her and the committee for not promoting the golf outing more. Member Galassi asked how it compares to previous years, particularly 2024. Ms. Chadwick responded that she did not have the exact numbers but will forward the financials from 2024 to Member. Galassi.

Ms. Chadwick handed out the Care Center calendar Member Cahill had asked about last week showing all the activities. Ms. Chadwick explained there is an all-house calendar with a person assigned to do the large group activity such as bingo. Each unit has its own programming, as well.

Yesterday, staff had the pleasure of attending a nice lunch hosted by the new resident executive council members. Positions such as a president, vice-president, secretary, treasurer, and a food committee person are elected, all residents of the Care Center.

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

Mary Keating, Director of Community Services, referred to item 6.G. on the agenda for H.O.M.E. DuPage, stating that this will give them the ability to initiate a credit counseling component to their services. This came as a suggestion from Member Garcia at the CSBG Advisory Board. Ms. Keating expressed her appreciation to Ms. Garcia as she, along with Gina Strafford-Ahmed and her team, worked with H.O.M.E. DuPage to get this up and running.

Ms. Keating passed out a 211 year in review flyer and explained the flyer highlights; who's calling, how many people, and where they live. Ms. Keating thanked Kathryn Kosloski from the Community Services' communications team for putting this together. The information is available on the DuPage County website under Community Services, Community Resources. The robust database allows you to drill down to your individual zip code and view data in various forms. The committee discussed the flyers and asked for them to be distributed within committees and county board and for swag to be available to distribute to municipalities. Ms. Keating reminded the committee that the implementation of 211 was ARPA funded and this will need to be considered for future county funding beyond 2026.

Member DeSart asked about the effect the federal budget will have on Community Services. Ms. Keating replied that the budget reconciliation bill will pass first and drive budget discussions for the future. The bill does not establish annual appropriations for different programs. The President issued his proposed budget, which zeroed out the Community Services programs. This is not the first time this has happened. In the past, in every case, the programs were reinstated by Congress. Hopefully the senate and house mark-ups will be completed by the end of July or early August and give us a better understanding of what Congress is proposing.

The NACo meetings are next week. If there is any insider information in their legislative updates, Ms. Keating will let the committee know about it.

**11. OLD BUSINESS**

No old business was discussed.

**12. NEW BUSINESS**

No new business was discussed.

**13. ADJOURNMENT**

With no further business, the meeting was adjourned at 9:53 AM.



## Finance Resolution

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

---

**File #:** FI-R-0116-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.A.

---

ACCEPTANCE OF MODIFICATION OF FUNDING FOR  
THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 24-221028  
COMPANY 5000 - ACCOUNTING UNIT 1430

(Under the administrative direction of  
the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Illinois Home Weatherization Assistance Program HHS Grant PY25, Company 5000 - Accounting Unit 1430, pursuant to Resolution FI-R-0101-24 for the period June 1, 2024 through September 30, 2025; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with modification #001 to Inter-Governmental Agreement No. 24-221028 (ATTACHMENT II) that a net zero budget revision by modifying line items in the total amount of \$48,830 (FORTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS); and

WHEREAS, no additional County funds are required to revise this budget by modifying the line items;  
and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that modification #001 to Inter-Governmental Agreement No. 24-221028 (ATTACHMENT II) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that by modifying line-item appropriations on the attached sheet (ATTACHMENT I) totaling \$48,830 (FORTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS), a net-zero budget modification is to be made to the Illinois Home Weatherization Assistance Program HHS Grant PY25, Company 5000 - Accounting Unit 1430, and that the program continue as originally approved in all other respects; and

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

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

Enacted and approved this 12<sup>th</sup> day of August, 2025 at Wheaton, Illinois.

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

MODIFICATION OF FUNDING ALLOCATION FOR THE  
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 24-221028  
COMPANY 5000 – ACCOUNTING UNIT 1430  
\$0

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	(9,495)
51010-0000 - Employer Share I.M.R.F.		(846)
51030-0000 - Employer Share Social Security		(726)
51040-0000 - Employee Med & Hosp Insurance		<u>(1,593)</u>
TOTAL PERSONNEL	\$	(12,660)

COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value	\$	31,904
52100-0000 - I.T. Equipment-Small Value		14,366
52220-0000 - Wearing Apparel	\$	<u>2,560</u>
TOTAL COMMODITIES	\$	48,830

CONTRACTUAL

53090-0000 - Other Professional Services	\$	<u>(36,170)</u>
TOTAL CONTRACTUAL	\$	<u>(36,170)</u>

TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>0</u></u>
--------------------------------	----	-----------------

ATTACHMENT II

Amendment No. 001  
Agreement No. 24-221028

AMENDMENT TO THE GRANT AGREEMENT



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

The State of Illinois (State), acting through the undersigned agency (Grantor) and **DuPage County** (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

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

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DuPage County

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

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

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

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

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

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

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

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

Email: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**ARTICLE I**  
**AWARD AND AMENDMENT INFORMATION AND CERTIFICATION**

1.1. Original Agreement. The Agreement, numbered **24-221028**, has an original term from **06/01/2024** to **09/30/2025**.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):

Amendment Number	Effective Date (MM/DD/YYYY)
N/A	

1.3. Current Agreement Term. The Agreement expires on **09/30/2025**, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Exhibit A (Project Description)       | <input type="checkbox"/> Award Term                          |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones)   | <input type="checkbox"/> Award Amount                        |
| <input type="checkbox"/> Exhibit C (Contact Information)       | <input type="checkbox"/> PART TWO (Grantor-Specific Terms)   |
| <input type="checkbox"/> Exhibit D (Performance Measures/Std.) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Specific Conditions)       | <input checked="" type="checkbox"/> Budget                   |
|  | <input type="checkbox"/> Budget (Unilateral)                 |
|  | <input type="checkbox"/> Funding Source                      |
|  | <input type="checkbox"/> Other (specify):                    |

1.5. Effective Date. This Amendment shall be effective on \_\_\_\_ N/A \_\_\_\_\_. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

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

**ARTICLE II**  
**AMENDMENTS**

2.1 The Budget is revised by modifying the line items as detailed in the attached revised Budget.

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

STATE OF ILLINOIS	UNIFORM GRANT MODIFICATION BUDGET TEMPLATE			Commerce & Economic Opportunity	
Organization Name:	DuPage County	UEI #	W7KRN7E54898	NOFO #	N/A
CSFA Number:	420-70-0087	CSFA Description:	Weatherization Assistance for Low Income Persons--HHS	Fiscal Year:	2025
SECTION A -- STATE OF ILLINOIS FUNDS				Grant #	24-221028
Revenues				TOTAL REVENUE	
(a). State of Illinois Modification Amount Requested (Total Modification Allocation)				\$ -	
BUDGET SUMMARY STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Current Approved Budget	Modification Amount	New Modified Budget
PROGRAM SUPPORT					
101 Personnel (Salaries & Wages)		200.430	\$ 171,769.00	\$ (9,495.00)	\$ 162,274.00
102 Fringe Benefits		200.431	\$ 47,896.00	\$ (3,165.00)	\$ 44,731.00
103 Travel		200.474	\$ -	\$ -	\$ -
104 Equipment (Not PCs and Laptops)		200.439	\$ -	\$ -	\$ -
105 Supplies		200.94	\$ 122.00	\$ -	\$ 122.00
106 Contractual Services & Subawards		200.318 & 200.92	\$ -	\$ -	\$ -
107 Consultant (Professional Services)		200.459	\$ -	\$ -	\$ -
109 A Occupancy (Rent)		200.465	\$ -	\$ -	\$ -
109 B Occupancy (Utilities)		200.452	\$ -	\$ -	\$ -
Subtotal 109 (Occupancy Rent & Utilities)			\$ -	\$ -	\$ -
111 Telecommunications			\$ 1,940.00	\$ -	\$ 1,940.00
112 Training & Education		200.472	\$ -	\$ -	\$ -
114 Miscellaneous Costs			\$ 4,315.00	\$ -	\$ 4,315.00
SUBTOTAL 100s (Program Support)			\$ 226,042.00	\$ (12,660.00)	\$ 213,382.00
M/L & H/S					
201 Materials & Labor			\$ 548,960.00	\$ (30,745.00)	\$ 518,215.00
202 Health & Safety			\$ 96,875.00	\$ (5,425.00)	\$ 91,450.00
SUBTOTAL 200s (M/L & H/S)			\$ 645,835.00	\$ (36,170.00)	\$ 609,665.00
ADMINISTRATION		200.413			
301 Direct Admin--Personnel (Salaries & Wages)		200.413 (c) & 200.430	\$ 43,966.00	\$ -	\$ 43,966.00
302 Direct Admin--Fringe Benefits		200.431	\$ 13,187.00	\$ -	\$ 13,187.00
303 Direct Admin--Travel		200.474	\$ -	\$ -	\$ -
304 Direct Admin--Equipment (Not PCs and Laptops)		200.439	\$ -	\$ -	\$ -
305 Direct Admin--Supplies		200.94	\$ 116.00	\$ -	\$ 116.00
306 Direct Admin--Contractual Services & Subawards		200.318 & 200.92	\$ 804.00	\$ -	\$ 804.00
307 Direct Admin--Consultant (Professional Services)		200.459	\$ -	\$ -	\$ -
309 A Direct Admin--Occupancy (Rent)		200.465	\$ -	\$ -	\$ -
309 B Direct Admin--Occupancy (Utilities)		200.452	\$ -	\$ -	\$ -
Subtotal 309 (Occupancy Rent & Utilities)			\$ -	\$ -	\$ -
311 Direct Admin--Telecommunications			\$ -	\$ -	\$ -
312 Direct Admin--Training & Education		200.472	\$ -	\$ -	\$ -
314 Direct Admin--Miscellaneous Costs			\$ -	\$ -	\$ -
Total Direct Admin Costs			\$ 58,073.00	\$ -	\$ 58,073.00
317 Indirect Costs* (see below)		200.414	\$ -	\$ -	\$ -
Rate %:					
Base Calculation Method:					
SUBTOTAL 300s (Administration)			\$ 58,073.00	\$ -	\$ 58,073.00
SPECIAL					
402 Training & Technical Assistance			\$ 37,936.00	\$ -	\$ 37,936.00
404 Equipment & Vehicle			\$ -	\$ 48,830.00	\$ 48,830.00
SUBTOTAL 400s (ADDITIONAL Special)			\$ 37,936.00	\$ 48,830.00	\$ 86,766.00
Total Direct Costs			\$ 967,886.00	\$ -	\$ 967,886.00
Total Indirect Costs			\$ -	\$ -	\$ -
Total Costs for State Grant Funds			\$ 967,886.00	\$ -	\$ 967,886.00

Current Approved Budget	Modification Amount	New Modified Budget
-------------------------	---------------------	---------------------



## Finance Resolution

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

---

**File #:** FI-R-0118-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.B.

---

ACCEPTANCE AND APPROPRIATION OF THE  
ILLINOIS DEPARTMENT OF HUMAN SERVICES  
RAPID RE-HOUSING PROGRAM GRANT PY26  
INTER-GOVERNMENTAL AGREEMENT NO. FCSEH07854  
COMPANY 5000 - ACCOUNTING UNIT 1760  
\$120,124

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of \$120,124 (ONE HUNDRED TWENTY THOUSAND ONE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS) are available to be used to assist homeless DuPage Households to secure permanent housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSEH07854 with the Illinois Department of Human Services, copies of which are attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2025 through June 30, 2026; and

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

WHEREAS, acceptance of these grants does not add any additional subsidy from the County; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSEH07854 (ATTACHMENT II) between DuPage County and Illinois Department of Human Services are 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 \$120,124 (ONE HUNDRED TWENTY THOUSAND ONE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Rapid Re-Housing Program Grant PY26, Company 5000 - Accounting Unit 1760, for the period July 1, 2025 through June 30, 2026; and

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

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

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

Enacted and approved this 12<sup>th</sup> day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE  
ILLINOIS DEPARTMENT OF HUMAN SERVICES  
RAPID RE-HOUSING PROGRAM GRANT PY26  
INTER-GOVERNMENTAL AGREEMENT NO. FCSEH07854  
COMPANY 5000 – ACCOUNTING UNIT 1760  
\$120,124

REVENUE

41400-0002 - State Operating Grant - IDHS \$ 120,124

TOTAL ANTICIPATED REVENUE \$ 120,124

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 17,658  
51010-0000 - Employer Share I.M.R.F. 1,574  
51030-0000 - Employer Share Social Security 1,349  
51040-0000 - Employee Med & Hosp Insurance 2,886

TOTAL PERSONNEL \$ 23,467

CONTRACTUAL

53815-0000 - Supportive Services \$ 12,000  
53824-0000 - Housing Assistance 84,657

TOTAL CONTRACTUAL \$ 96,657

TOTAL ADDITIONAL APPROPRIATION \$ 120,124

**GRANT AGREEMENT**

**BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES  
AND**

**DUPAGE COUNTY DEPARTMENT OF**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DUPAGE COUNTY DEPARTMENT OF (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**

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

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

**DEPARTMENT OF HUMAN SERVICES**

By: \_\_\_\_\_

Signature of Dulce Quintero, Secretary

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

Designee Name: \_\_\_\_\_

Designee Title: Contract Obligations Analyst

By: \_\_\_\_\_

Signature of Second Grantor Approver, if applicable

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

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

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

Second Grantor Approver

By: \_\_\_\_\_

Signature of Third Grantor Approver, if applicable

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

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

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

Third Grantor Approver

**DUPAGE COUNTY DEPARTMENT OF**

By: \_\_\_\_\_

Signature of Authorized Representative

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

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

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

E-mail: \_\_\_\_\_

FEIN: 366006551

By: \_\_\_\_\_

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

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

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

Second Grantee Approver  
(optional at Grantee's discretion)

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



**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 shall be effective on Jul 1, 2025 and expires on Jun 30, 2026 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be \$120,124.00, 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**):

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

## 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: 36-6006551 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    |
| <input type="checkbox"/> Medical Corporation                   | applicable tax classification)                                |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> P = partnership                      |
| <input type="checkbox"/> Estate or Trust                       | <input type="checkbox"/> C = corporation                      |

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 or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) 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)(10), (b)(11).

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, Sections 2, 1001, 1343 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 Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, 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)(9) 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(g)(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 applicable 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 reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). 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 either PART TWO or PART THREE (approved as an exception by GATU), or on Exhibit E pursuant to specific 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 project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. 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 \$1,000,000 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 \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 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 \$750,000 in State-issued Awards, but expends at least \$500,000 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 \$1,000,000 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 \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

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

#### 13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(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 and if this termination is permitted in the terms and conditions of the Award, which must be detailed 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 follow all applicable requirements set forth in 2 CFR 200.332.

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).

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 200.112; 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 200.317-200.327 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, to the greatest extent practicable and consistent with law, Grantee must, 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 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). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee 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 (including equipment), 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. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.

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

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

**EXHIBIT A**  
**PROJECT DESCRIPTION**

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: RAPID RE-HOUSING  
PURPOSE OF GRANT

ACCOUNT\_LINE(s) SUMMARY:

Acct.Line#: 1  
CSFA Number: 444-80-3153  
Appropriation FY: 2026  
Appropriation Code: 0001.44480.4900.002600NE  
WBS Element: 444HMIL026-HMILRPRH-SNMT  
Spomed. Prog: HMIL  
Appropriation Amount: \$120,124.00  
These funds are Used/Reported by the Provider as Federal Funds: No  
Use by DHS as Maintenance of Effort (MOE): No  
Use by DHS as Matching Funds: No  
Assistance Listing Program Number: N/A  
Assistance Listing Program Title: N/A  
FAIN Number: N/A - FAIN Award Agency: N/A  
FAIN Award Date: N/A

Rapid Re-housing (RRH) is permanent housing that provides short-term (up to three months) and medium-term (4-24 months) tenant-based rental assistance and supportive services to households experiencing homelessness.

----- END OF PROGRAM: RAPID RE-HOUSING -----

**EXHIBIT B**  
**DELIVERABLES**

100% of households will be tracked in HMIS or a comparable database for domestic violence service providers

100% of households entering program will meet HUD's definition of homelessness

80% of households will have a move in date within 30 days of start date

65% of households will assume a lease or maintain other permanent, stable housing upon exit

35% of households with a source of reportable income at program entry will increase income

----- END OF PROGRAM: RAPID RE-HOUSING -----



**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: Angela Campo  
 Title: Program Manager  
 Address: 823 E Monroe St  
Springfield, IL 62701-1915  
 \_\_\_\_\_  
 E-mail Address: angela.campo@illinois.gov

**GRANTEE CONTACT**

Name: Mary A. Keating  
 Title: Director of Community Services  
 Address: 421 N County Farm Rd  
Wheaton, IL 60187-3978  
 \_\_\_\_\_  
 E-mail Address: mary.keating@dupageco.org

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: \_\_\_\_\_  
 \_\_\_\_\_

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Angela Campo  
 Title: Program Manager  
 Address: 823 E Monroe St  
Springfield, IL 62701-1915  
 \_\_\_\_\_  
 Phone: 217-361-4445  
 TTY #: \_\_\_\_\_  
 E-mail Address: angela.campo@illinois.gov

**GRANTEE CONTACT**

Name: MARY KEATING  
 Title: DIRECTOR  
 Address: 421 N County Farm Rd  
Wheaton, IL 60187-3978  
 \_\_\_\_\_  
 Phone: 630-407-6500  
 TTY #: 630-407-6502  
 E-mail Address: mary.keating@dupageco.org

**EXHIBIT D**  
**PERFORMANCE MEASURES**

1. Number of persons served (by household type)
2. Number of persons served who moved into housing (by household type)
3. Number of households served (by household type)
4. Number of households who moved into housing (by household type)
5. Living situation (prior to program entry, by household type)
6. Cash income ranges by start and annual assessment/exit status
7. Client cash income change income source by start and exit
8. Length of participation for leavers and stayers
9. Length of time between project start date and housing move in date (by household type)
10. Exit destination (by household type)

----- END OF PROGRAM: RAPID RE-HOUSING -----

**EXHIBIT D**  
**PERFORMANCE STANDARDS**

100% of households will be tracked in HMIS or a comparable database

100% of households entering program will meet HUD's definition of homelessness

80% of households will have a move in date within 30 days of start date

65% of households will assume a lease or maintain other permanent, stable housing upon exit

35% of households with a source of reportable income at program entry will increase income

----- END OF PROGRAM: RAPID RE-HOUSING -----

**EXHIBIT E**  
**SPECIFIC CONDITIONS**

N/A

----- END OF PROGRAM: RAPID RE-HOUSING -----

## EXHIBIT F

### PAYMENT

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template (Cash Budget).

#### I. Advance Payment Method (Advance and Reconcile)

A. An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

B. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

D. Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.

E. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

F. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

#### II. Reimbursement Method

A. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

B. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

**EXHIBIT F**  
**PAYMENT**

C.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

A.IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

B.Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D.Working Capital Advance Payments are limited to a single occurrence per grant term.

E.Following the initial working capital advance payment, grantees will be paid via reimbursement method unless an IDHS Advance Payment Request Cash Budget Template is submitted for Advanced Payment Method.

----- END OF PROGRAM: RAPID RE-HOUSING -----

**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  
ADDITIONAL CERTIFICATIONS**

23.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

**ARTICLE XXIV  
ADDITIONAL TERMS**

24.1 **Renewal.** This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 **Multiple Locations.** In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT C** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 **Changes in Key Grant Personnel.** When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in EXHIBIT B.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

## ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to



conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This O does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

## **ARTICLE XXVI WORK PRODUCT**

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

**ARTICLE XXVII  
POST-TERMINATION/NON-RENEWAL**

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXVIII  
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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

### PART THREE –PROJECT-SPECIFIC TERMS

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

#### ARTICLE XXIX ADDITIONAL REQUIREMENTS

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is H. It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSEH07854

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN \_\_\_\_\_

Catalog of State Financial Assistance (CSFA) Number 444-80-3153

CSFA Short Description. RAPID RE-HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$120,124.00
<b>Budget Expenditure Categories</b>	
1. Personnel (200.430)	\$13,248.20
2. Fringe Benefits (200.431)	\$3,874.84
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	\$6,344.02
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$96,657.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$120,124.06
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 <b>MUST EQUAL REVENUE TOTALS ABOVE</b>	\$120,124.00
<b>Note: Total may be adjusted for rounding.</b>	

Contract Published Date Time: 2025.07.11.06.11.59 631



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSEH07854

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN \_\_\_\_\_

Catalog of State Financial Assistance (CSFA) Number 444-80-3153

CSFA Short Description. RAPID RE-HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
<b>Budget Expenditure Categories</b>	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 <b>MUST EQUAL REVENUE TOTALS ABOVE</b>	N/A

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2025.07.11.06.11.59 631



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSEH07854

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN \_\_\_\_\_

Catalog of State Financial Assistance (CSFA) Number 444-80-3153

CSFA Short Description. RAPID RE-HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

**Budget Narrative Summary**

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	\$13,248.20	N/A	\$13,248.20
2. Fringe Benefits	\$3,874.84	N/A	\$3,874.84
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	\$6,344.02	N/A	\$6,344.02
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$96,657.00	N/A	\$96,657.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$120,124.06	N/A	\$120,124.06
17. Indirect Cost	N/A	N/A	N/A
State Request	\$120,124.00		
Non-State Amount		N/A	
<b>TOTAL PROJECT COSTS</b>			\$120,124.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2025.07.11.06.11.59 631



## Finance Resolution

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

---

**File #:** FI-R-0120-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.C.

---

ACCEPTANCE AND APPROPRIATION OF THE  
HUD 2024 CONTINUUM OF CARE PLANNING GRANT PY26  
AGREEMENT NO. IL1918L5T142400  
COMPANY 5000 - ACCOUNTING UNIT 1510  
\$328,070

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the U.S. Department of Housing and Urban Development that grant funds in the amount of \$328,070 (THREE HUNDRED TWENTY-EIGHT THOUSAND SEVENTY AND NO/DOLLARS) are available to be used to fund costs associated with assisting the Continuum of Care with planning activities; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No IL1918L5T142400 with the U.S. Department of Housing and Urban Development, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment II); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreement No IL1918L5T142400 (Attachment II) between DuPage County and the U.S. Department of Housing and Urban Development is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of \$328,070 (THREE HUNDRED TWENTY-EIGHT THOUSAND SEVENTY AND NO/DOLLARS) be made to establish the HUD 2024 Continuum of Care Planning Grant PY26, Company 5000 - Accounting Unit 1510, for the period November 1, 2025 through October 31, 2026; and

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

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

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

Enacted and approved this 12<sup>th</sup> day of August at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



ATTACHMENT I

ACCEPTANCE AND APPROPRIATION OF THE  
HUD 2024 CONTINUUM OF CARE PLANNING GRANT PY26  
AGREEMENT NO. IL1918L5T142400  
COMPANY 5000 – ACCOUNTING UNIT 1510  
\$328,070

REVENUE

41000-0001 - Federal Operating Grant - HUD \$ 328,070

TOTAL ANTICIPATED REVENUE \$ 328,070

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 123,466  
51010-0000 - Employer Share I.M.R.F. 11,001  
51030-0000 - Employer Share Social Security 9,445  
51040-0000 - Employee Med & Hosp Insurance 21,946

TOTAL PERSONNEL \$ 165,857

CONTRACTUAL

53090-0000 - Other Professional Services \$ 143,871  
53500-0000 - Mileage Expense 500  
53510-0000 - Travel Expense 3,842  
53610-0000 - Instruction & Schooling 5,000  
53807-0000 - Software Maint Agreements 9,000

TOTAL CONTRACTUAL \$ 162,213

TOTAL ADDITIONAL APPROPRIATION \$ 328,070

## ATTACHMENT II



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

**Grant Number:** IL1918L5T142400  
**Recipient's Name:** DuPage, County Of  
**Tax ID Number:** .  
**Unique Entity Identifier [SAM]:** W7KRN7E54898  
**Federal Award Date:** 7/14/2025

### **CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267) GRANT AGREEMENT**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and DuPage, County Of (the "Recipient").

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

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");
3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

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

HUD's total funding obligation authorized by this grant agreement is \$328,070, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
IL1918L5T142400	12 months	<u>11/01/25</u> - <u>10/31/26</u>	<u>11/01/25</u> - <u>10/31/26</u>	\$328,070

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	\$328,070
b. Acquisition	\$0
c. Rehabilitation	\$0
d. New construction	\$0
e. Leasing	\$0
f. Rental assistance	\$0
g. Supportive services	\$0
h. Operating costs	\$0
i. Homeless Management Information System	\$0
j. Administrative costs	\$0
k. Relocation costs	\$0
l. VAWA Costs	\$0
m. Rural Costs	\$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium-term rental assistance	\$0



## Pre-award Costs for Continuum of Care Planning

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

These provisions apply to all Recipients:

The Recipient:

(1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and

(5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.



HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

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

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

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

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

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

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

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

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

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

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



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

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

By:   
Signature on File

  
(Signature)

Donald Kathan, Director  
(Typed Name and Title)


July 14, 2025  
(Date)

**RECIPIENT**

DuPage, County Of  
(Name of Organization)

By:

Signature on File

  
(Signature of Authorized Official)

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

7/21/25  
(Date)

<b>Indirect Cost Information for Award Applicant/Recipient</b>			
1. Federal Program/Assistance Listing Program Title: CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267			
2. Legal Name of Applicant/Recipient: DuPage, County Of			
3. Indirect Cost Rate Information for the Applicant/Recipient: Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form. <input checked="" type="checkbox"/> The Applicant/Recipient will not charge indirect costs using an indirect cost rate. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.			
<b>Agency/department/ major function</b>	<b>Indirect cost rate</b>	<b>Type of Direct Cost Base</b>	<b>Type of Rate</b>
N/A	N/A	N/A	N/A
4. Submission Type (check only one): <input checked="" type="checkbox"/> Initial submission <input type="checkbox"/> Update		5. Effective date(s):  N/A	
6. Certification of Authorized Representative for the Applicant/Recipient: **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that (1) all information provided on this form is true, complete, and accurate, and (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form. <div style="text-align: center; color: red; margin-top: 10px;">Signature on File</div> Signature: _____ Date: <u>7/21/25</u> Name: Mary Keating Title: Director, DuPage County Community Services			



**\*\*Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

**Public Reporting Burden Statement:** This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

## Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.





---

**File #:** FI-R-0125-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.D.

---

ACCEPTANCE AND APPROPRIATION OF THE  
ILLINOIS DEPARTMENT OF HUMAN SERVICES  
SUPPORTIVE HOUSING PROGRAM GRANT PY26  
INTER-GOVERNMENTAL AGREEMENT NO. FCSEH00352  
COMPANY 5000 - ACCOUNTING UNIT 1760  
\$102,786

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of \$102,786 (ONE HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) are available to be used to assist low-income eligible families with supportive services to obtain or retain permanent housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSEH00352 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2025 through June 30, 2026; and

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

WHEREAS, acceptance of these grants does not add any additional subsidy from the County; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSEH00352 (ATTACHMENT II) between DuPage County and Illinois Department of Human Services are 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 \$102,786 (ONE HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Supportive Housing Program Grant PY26, Company 5000 - Accounting Unit 1760, for the period July 1, 2025 through June 30, 2026; and

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

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

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

Enacted and approved this 12<sup>th</sup> day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE  
ILLINOIS DEPARTMENT OF HUMAN SERVICES  
SUPPORTIVE HOUSING PROGRAM GRANT PY26  
INTER-GOVERNMENTAL AGREEMENT NO. FCSEH00352  
COMPANY 5000 – ACCOUNTING UNIT 1760  
\$102,786

REVENUE

41400-0002 - State Operating Grant - IDHS \$ 102,786

TOTAL ANTICIPATED REVENUE \$ 102,786

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 70,909  
51010-0000 - Employer Share I.M.R.F. 6,318  
51030-0000 - Employer Share Social Security 5,412  
51040-0000 - Employee Med & Hosp Insurance 8,706

TOTAL PERSONNEL \$ 91,345

CONTRACTUAL

53815-0003 - IDHS Education \$ 941  
53815-0004 - IDHS Childcare 1,500  
53815-0005 - IDHS Transportation 9,000

TOTAL CONTRACTUAL \$ 11,441

TOTAL ADDITIONAL APPROPRIATION \$ 102,786

**GRANT AGREEMENT**

**BETWEEN**  
**THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES**  
**AND**  
**DUPAGE COUNTY DEPARTMENT OF**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DUPAGE COUNTY DEPARTMENT OF (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**

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

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

**DEPARTMENT OF HUMAN SERVICES**

By: \_\_\_\_\_

Signature of Dulce Quintero, Secretary

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

Designee Name: \_\_\_\_\_

Designee Title: Contract Obligations Analyst

By: \_\_\_\_\_

Signature of Second Grantor Approver, if applicable

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

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

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

Second Grantor Approver

By: \_\_\_\_\_

Signature of Third Grantor Approver, if applicable

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

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

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

Third Grantor Approver

**DUPAGE COUNTY DEPARTMENT OF**

By: \_\_\_\_\_

Signature of Authorized Representative

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

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

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

E-mail: \_\_\_\_\_

FEIN: 366006551

By: \_\_\_\_\_

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

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

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

Second Grantee Approver  
(optional at Grantee's discretion)

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



**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 shall be effective on Jul 1, 2025 and expires on Jun 30, 2026 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be \$102,786.00, 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**):

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

## 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: 36-6006551 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    |
| <input type="checkbox"/> Medical Corporation                   | applicable tax classification)                                |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> P = partnership                      |
| <input type="checkbox"/> Estate or Trust                       | <input type="checkbox"/> C = corporation                      |

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 or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) 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)(10), (b)(11).

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, Sections 2, 1001, 1343 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 Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, 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)(9) 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(g)(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 applicable 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 reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). 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 either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific 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 project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. 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 \$1,000,000 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 \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 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 \$750,000 in State-issued Awards, but expends at least \$500,000 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 \$1,000,000 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 \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

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

#### **13.1. Termination.**

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(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 and if this termination is permitted in the terms and conditions of the Award, which must be detailed 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 follow all applicable requirements set forth in 2 CFR 200.332.

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).

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 200.112; 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 200.317-200.327 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, to the greatest extent practicable and consistent with law, Grantee must, 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 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). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee 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 (including equipment), 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. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.

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

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

**EXHIBIT A**  
**PROJECT DESCRIPTION**

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: SUPPORTIVE HOUSING  
PURPOSE OF GRANT

ACCOUNT\_LINE(s) SUMMARY:

Acct.Line#: 1  
CSFA Number: 444-80-0658  
Appropriation FY: 2026  
Appropriation Code: 0001.44480.4900.001800NE  
WBS Element: 444SUPHS26-SSCTH320-SNMT  
Sponed. Prog: SSCT  
Appropriation Amount: \$102,786.00  
These funds are Used/Reported by the Provider as Federal Funds: No  
Use by DHS as Maintenance of Effort (MOE): No  
Use by DHS as Matching Funds: No  
Assistance Listing Program Number: N/A  
Assistance Listing Program Title: N/A  
FAIN Number: N/A - FAIN Award Agency: N/A  
FAIN Award Date: N/A

Acct.Line#: 2  
CSFA Number: 444-80-0658  
Appropriation FY: 2026  
Appropriation Code: 0365.44480.4400.004500NE  
WBS Element: 444SUPHS26-SSCTH320-SNMT  
Sponed. Prog: SSCT  
Appropriation Amount: \$0.00  
These funds are Used/Reported by the Provider as Federal Funds: No  
Use by DHS as Maintenance of Effort (MOE): No  
Use by DHS as Matching Funds: No  
Assistance Listing Program Number: N/A  
Assistance Listing Program Title: N/A  
FAIN Number: N/A - FAIN Award Agency: N/A  
FAIN Award Date: N/A

Acct.Line#: 3  
CSFA Number: 444-80-0658  
Appropriation FY: 2026  
Appropriation Code: 0001.44480.4900.002600NE  
WBS Element: 444HMIL026-SSCTH320-SNMT  
Sponed. Prog: SSCT  
Appropriation Amount: \$0.00  
These funds are Used/Reported by the Provider as Federal Funds: No

**EXHIBIT A**  
**PROJECT DESCRIPTION**

Use by DHS as Maintenance of Effort (MOE): No  
 Use by DHS as Matching Funds: No  
 Assistance Listing Program Number: N/A  
 Assistance Listing Program Title: N/A  
 FAIN Number: N/A - FAIN Award Agency: N/A  
 FAIN Award Date: N/A

The Supportive Housing Provider will deliver supportive services to low-income persons residing in permanent housing units, who are formerly homeless or at risk of becoming homeless; or to homeless persons residing in transitional facilities who are prepared to move into permanent housing as specified in the providers Annual Funding Plan. The Provider must provide case management, advocacy, and counseling, as well as additional services necessary for the participant to retain housing and maximize self-sufficiency.

The Supportive Housing Program Provider will adhere to requirements outlined in the Supportive Housing Statute, which is located at: 305 ILCS 5/12-4.5.

----- END OF PROGRAM: SUPPORTIVE HOUSING -----



## EXHIBIT B

### DELIVERABLES

- 1.All participants are to be provided with case management services, counseling services and advocacy services with-in five days of admittance to the program. All participants must have documented access, when applicable, to other supportive services.
- 2.All participants will have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.
- 3.All participants will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.
- 4.All participants will have a completed intake and assessment done upon entry into the program. The Provider must submit all intake and assessment forms to IDHS annually for approval.
- 5.All progress and supportive services for participants will be tracked and progress reported within each participants case file that includes, at a minimum, a record of the participants supportive services, case management, progress, and benefit assistance.
- 6.The Provider will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS. This plan may include outreach to the other community service agencies, the local FCRC, and other outreach entities. IDHS must be advised of any publication and distribution of flyers, printed materials and brochures that are part of the IDHS funded program(s).
- 7.The Provider will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include:
  - aa description of the types of service(s) to be provided;
  - ba description detailing how referrals will be handled by each entity; and
  - ca description of any follow-up actions.
- 8The Provider will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants.
- 9.The Provider will have the ability to down-load the IDHS SNAP application and distribute it to eligible households.
- 10.The Provider will accurately report outcomes and submit reports to IDHS The Provider will accurately report outcomes and submit reports to IDHS by the 20th of the month following the end of the quarter utilizing the web-based reporting system.
11. The Provider will submit data as requested to fulfill IDHS performance requirements.

#### Reporting Requirements:

- A. Time Period for Required Periodic Financial Reports. Unless a different reporting

**EXHIBIT B**  
**DELIVERABLES**

requirement is specified in Exhibit G, Grantee shall submit financial reports to Grantor pursuant to Paragraph 13.1 and reports must be submitted no later than 30 days after the quarter ends.

B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 13.2 and no later than 60 days after this Agreement's end of the period of performance or termination.

C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 14.1 and such reports must be submitted no later than 30 days after the quarter ends.

D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 14.2 and no later than 60 days after this Agreement's end of the period of performance or termination.

----- END OF PROGRAM: SUPPORTIVE HOUSING -----

**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: Angela Campo  
 Title: Program Manager  
 Address: 823 E Monroe St  
Springfield, IL 62701-1915  
 \_\_\_\_\_  
 E-mail Address: angela.campo@illinois.gov

**GRANTEE CONTACT**

Name: Mary A. Keating  
 Title: Director of Community Services  
 Address: 421 N County Farm Rd  
Wheaton, IL 60187-3978  
 \_\_\_\_\_  
 E-mail Address: mary.keating@dupageco.org

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR GRANT ADMINISTRATION****GRANTOR CONTACT**

Name: Angela Campo  
 Title: Program Manager  
 Address: 823 E Monroe St  
Springfield, IL 62701-1915  
 \_\_\_\_\_  
 Phone: 217-361-4445  
 TTY #: \_\_\_\_\_  
 E-mail Address: angela.campo@illinois.gov

**GRANTEE CONTACT**

Name: MARY KEATING  
 Title: DIRECTOR  
 Address: 421 N County Farm Rd  
Wheaton, IL 60187-3978  
 \_\_\_\_\_  
 Phone: 630-407-6500  
 TTY #: 630-407-6502  
 E-mail Address: mary.keating@dupageco.org

**EXHIBIT D**  
**PERFORMANCE MEASURES**

The Grantee shall perform in accordance with the Funding Plan approved by Grantor, including any subsequent revisions. The Grantee must meet the negotiated performance measures identified in the Annual Funding Plan entered into the web-based reporting system used by IDHS, which may be modified with prior approval of Grantor. Performance measures must be met by the end of the Award Term. Grantees failing to meet 85% of their performance measures will receive a reduced award upon renewal in keeping with their performance.

----- END OF PROGRAM: SUPPORTIVE HOUSING -----

**EXHIBIT D**  
**PERFORMANCE STANDARDS**

1. 100% of all participants will be expected to be provided with case management services, counseling services and advocacy services with-in five days of admittance to the program.
2. 100% of all participants will e expected to have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.
3. 100% of all participants will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.
4. 100% of all participants will have a completed intake and assessment done upon entry into the program.
5. 100% of all progress reports and supportive services for participants will be tracked and reported within each participant's case file that includes, at a minimum, a record of the participant's supportive services, case management, progress, and benefit assistance.
6. 100% of all Providers will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS.
7. 100% of all Providers will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include a description of the types of service(s) to be provided, a description detailing how referrals will be handled by each entity; and a description of any follow-up actions.
8. 100% of all Providers will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants.
9. 100% of all Providers will have the ability to down-load the IDHS SNAP application and distribute it to eligible households.
10. 100% of all Providers will accurately report outcomes and submit reports to IDHS within the designated time frames utilizing the web-based reporting system.

----- END OF PROGRAM: SUPPORTIVE HOUSING -----

**EXHIBIT E**  
**SPECIFIC CONDITIONS**

From FY 2026 ICQ:  
None

----- END OF PROGRAM: SUPPORTIVE HOUSING -----

**EXHIBIT F**  
**PAYMENT**

Grantee will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Requests for advance payment must be accompanied by an IDHS Advance Payment Request Cash Budget Template (Cash Budget).

**I. Advance Payment Method (Advance and Reconcile)**

A. An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

B. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 20 days after the first month of the grant operations. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

D. Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.

E. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

F. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments

G. Approp Allows for prior year expenditures.

**II. Reimbursement Method**

A. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

B. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the grant term. Invoices must be submitted on or before the 20th day following the end of any respective monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

**III. Working Capital Advance Method**

A. IDHS Grant Program Managers will advance working capital payments to the grantee to

**EXHIBIT F**  
**PAYMENT**

cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

B.Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 20 calendar days after the first month of the grant term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D.Working Capital Advance Payments are limited to a single occurrence per grant term.

E.Following the initial working capital advance payment, grantees will be paid via reimbursement method Unless an IDHS Advance Payment Request Cash Budget Template is submitted for Advanced Payment Method.

----- END OF PROGRAM: SUPPORTIVE HOUSING -----



## 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 ADDITIONAL CERTIFICATIONS

23.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

### ARTICLE XXIV ADDITIONAL TERMS

24.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in EXHIBIT C either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in EXHIBIT B.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

## ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to

conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

**25.2 Requests for Information.** Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

**25.3 Rights of Review.** This O does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

## **ARTICLE XXVI WORK PRODUCT**

**26.1 Assignment of Work Product.** "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

**26.2 License to Grantor.** To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

**26.3 License to Grantee; Objections.** Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

**26.4 Unresolved Objections; Disclaimer.** If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

**ARTICLE XXVII  
POST-TERMINATION/NON-RENEWAL**

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXVIII  
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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

### PART THREE –PROJECT-SPECIFIC TERMS

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

#### ARTICLE XXIX ADDITIONAL REQUIREMENTS

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is H. It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSEH00352

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0658

CSFA Short Description. SUPPORTIVE HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$102,786.00
<b>Budget Expenditure Categories</b>	
1. Personnel (200.430)	\$70,907.60
2. Fringe Benefits (200.431)	\$20,447.84
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$11,431.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$102,786.44
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 <b>MUST EQUAL REVENUE TOTALS ABOVE</b>	\$102,786.00
<b>Note: Total may be adjusted for rounding.</b>	

Contract Published Date Time: 2025.07.29.06.15.43 151



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSEH00352

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0658

CSFA Short Description. SUPPORTIVE HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 <b>MUST EQUAL REVENUE TOTALS ABOVE</b>	N/A
Note: Total may be adjusted for rounding.	

Contract Published Date Time: 2025.07.29.06.15.43 151



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSEH00352

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0658

CSFA Short Description. SUPPORTIVE HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

**Budget Narrative Summary**

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	\$70,907.60	N/A	\$70,907.60
2. Fringe Benefits	\$20,447.84	N/A	\$20,447.84
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$11,431.00	N/A	\$11,431.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$102,786.44	N/A	\$102,786.44
17. Indirect Cost	N/A	N/A	N/A
State Request	\$102,786.00		
Non-State Amount		N/A	
<b>TOTAL PROJECT COSTS</b>			\$102,786.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2025.07.29.06.15.43 151





## HS Resolution

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

---

**File #:** HS-R-0015-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.E.

---

RESCISSION OF REQUISITION P.O. #7789-0001 SERV  
ISSUED TO COMFORT 1<sup>st</sup> INSULATION & ENERGY SOLUTIONS, INC.  
TO PROVIDE ARCHITECTURAL SERVICES FOR WEATHERIZATION PROGRAM  
FOR COMMUNITY SERVICES  
(CONTRACT TOTAL AMOUNT OF \$15,000)

WHEREAS, on July 1, 2025, the DuPage County Human Services Committee approved contract purchase order #7789-0001 SERV to Comfort 1<sup>st</sup> Insulation & Energy Solutions, Inc., to provide Architectural Services for Weatherization, for the period July 1, 2025 through June 30, 2026, for Community Services; and

WHEREAS, the awarded vendor is unable to meet all of the qualifications on the original Bid #24-099-WEX.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that Requisition 25-1644 (P.O. #7789-0001 SERV), approved by the DuPage County Human Services Committee on July 1, 2025, shall be and is hereby repealed and rescinded in its entirety effective immediately.

Enacted and approved this 12<sup>th</sup> day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



## HS Resolution

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

---

**File #:** HS-R-0016-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.F.

---

ACCEPTANCE OF EXTENSION OF TIME FOR THE  
HUD 2023 CONTINUUM OF CARE PLANNING GRANT PY25  
AGREEMENT NO. IL1887L5T142300  
COMPANY 5000 - ACCOUNTING UNIT 1510

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the U.S. Department of Housing and Urban Development grant PY25, Inter-Governmental Agreement No. IL1887L5T142300, Company 5000 - Accounting Unit 1510, pursuant to Resolution FI-R-0142-24 for the period October 1, 2024, through September 30, 2025; and

WHEREAS, the County of DuPage has been notified by U.S. Department of Housing and Urban Development with Amendment (ATTACHMENT I) that the grant may be extended to October 31, 2025.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that expiration date of HUD 2023 Continuum of Care Planning Grant PY25, Inter-Governmental Agreement No. IL1887L5T142300, Company 5000 - Accounting Unit 1510, be extended until October 31, 2025.

Enacted and approved this 12<sup>th</sup> day of August at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

## ATTACHMENT I

**Grant Number:** IL1887L5T142300  
**Tax ID Number:** .  
**UEI Number:** W7KRN7E54898  
**Operating Start Date:** 9/1/2024

### AMENDMENT TO THE FY 2023 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Amendment to the Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Thresholds (the Recipient).

#### RECITALS

1. HUD and the Recipient entered into a Grant Agreement on August 2, 2024, having Grant No. IL1887L5T142300 (the Grant Agreement).
2. The parties are desirous of amending the Grant Agreement to allow Recipients to extend the term of the Grant Agreement ending August 31, 2025, and permit Recipient to use funds that would have been unspent at the end of the original term for eligible costs.
3. The need for the assistance provided by the project continues to exist within the jurisdiction where the project is located.
4. HUD has reviewed the performance of the Recipient and has determined that the grant funds remaining at the end of the term should not be deobligated.

#### AGREEMENTS

The Grant Agreement is hereby amended as follows:

1. The term of the Grant Agreement is extended through October 31, 2025.

This Amendment to the Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect. The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to the Grant Agreement, as follows:

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

Signature on File

Digitally signed by DONALD KATHAN  
DN: CN = DONALD KATHAN C = US O = U.S.  
Government OU = Department of Housing and  
Urban Development, Office of Community  
Planning and Development  
Date: 2025.07.17 13:34:56 -05'00'

BY: \_\_\_\_\_  
(Signature)

Donald Kathan, CPD Director  
(Typed Name and Title)

July 17, 2025  
(Date)

**RECIPIENT**

DuPage, County of

Signature on File

BY: \_\_\_\_\_  
(Signature of Authorized Official)

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

July 21, 2025  
(Date)



---

**File #:** HS-P-0032-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.G.

---

AWARDING RESOLUTION  
ISSUED TO PROFESSIONAL RADON SYSTEMS, INC.  
TO PROVIDE RADON MITIGATION OF SINGLE-FAMILY HOMES FOR THE  
WEATHERIZATION AND SINGLE-FAMILY REHAB GRANTS FOR  
THE COMMUNITY SERVICES WEATHERIZATION PROGRAM  
(CONTRACT TOTAL AMOUNT \$31,200)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Professional Radon Systems, Inc. to provide radon mitigation of single-family homes for the weatherization and single-family rehab grants, for the period of August 5, 2025 through August 4, 2026.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for radon mitigation of single family homes for the weatherization and single family rehab grants, for the Community Services Weatherization Program, for the period of August 5, 2025 through August 4, 2026, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Professional Radon Systems, Inc., 10212 S. Mandel Street, Suite B, Plainfield, Illinois, for a contract total not to exceed \$31,200, per RFP # 25-071-CD.

Enacted and approved this 12<sup>th</sup> day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 25-071-CD	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$31,200.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$93,600.00
	CURRENT TERM TOTAL COST: \$31,200.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Professional Radon Systems, Inc	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Gina Strafford-Ahmed
VENDOR CONTACT: Eric Lewandowski	VENDOR CONTACT PHONE: 630-236-4200	DEPT CONTACT PHONE #: 630-407-6444	DEPT CONTACT EMAIL: gina.strafford@dupagecounty.gov
VENDOR CONTACT EMAIL: ericl@proradon.com	VENDOR WEBSITE:	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.). RFP for radon mitigation of single family homes for Weatherization and Single Family Rehab grants, total cost per year approx. \$44,690 Three bids received, three chosen based on qualifications.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished RFP to find providers for grant funded program.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RFP (REQUEST FOR PROPOSAL)	

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Request for Proposal - three (3) bidders, each selected based on qualifications.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award vendors to provide coverage when necessary. 2) Do not award vendor and risk not being able to deliver this service. 3) Issue a new RFP and delay this services to residents.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
<b>JUSTIFICATION</b> Select an item from the following dropdown menu to justify why this is a sole source procurement.	
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Professional Radon Systems, Inc	Vendor#:	Dept: Community Services	Division: Weatherization
Attn: Eric Lweandowski	Email: ericl@proradon.com	Attn: Gina Strafford-Ahmed	Email: gina.strafford@dupagecounty.gov
Address: 10212 S Mandel Street Suite B	City: Plainfield	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60585	State: IL	Zip: 60187
Phone: 630-236-4200	Fax:	Phone: 630-407-6444	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 5, 2025	Contract End Date (PO25): Aug 4, 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	EA		Radon Mitigation	FY25	5000	1440	53820	CD24 SFR	31,200.00	31,200.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 31,200.00

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.





THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
RADON MITIGATION 25-071-CD  
BID TABULATION

Criteria	Available Points	√	√	√
		Lifetime Radon Solutions, Inc.	Midwest Radon Services, Inc.	Professional Radon Systems, Inc.
Firm Qualifications	30	17	26	25
Key Qualifications	30	14	26	23
Project Understanding	30	18	28	23
Price	10	10	5	7
Total	100	58	85	77

Fee and Rate Proposal (Design Only)	\$ 9,925.00	\$ 19,195.00	\$ 14,500.00
Percentage of points	100%	52%	68%
Points awarded (wtd against lowest price)	10	5	7

NOTES

1. Premier Radon Mitigation has been deemed non-responsive due to not providing required document(s).
2. Lifetime Radon Solutions, Inc.'s Bid Tabulation was adjusted to correct for submission errors:
  - a. GRAND TOTAL was corrected from \$2,550.00 to \$9,925.00.
3. Professional Radon Systems, Inc.'s Bid Tabulation was adjusted to correct for submission errors:
  - a. NO. 2, when multiplied out ( $\$2,800 + (\$2.00/\text{sq. ft.} \times 1,400 \text{ sq. ft.}) = \$5,600.00$ ), resulted in an increase of \$2,800.
  - b. GRAND TOTAL was corrected to \$14,500.00.

RFP Posted on 5/15/2025	BR, SR
Bid Opened On 6/5/2025, 2:30 PM by	
Invitations Sent	48
Total Requesting Documents	2
Total Bid Responses Received	4

## PROPOSAL PRICING FORM

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-071-CD
COMPANY NAME:	Professional Radon Systems, Inc.
CONTACT PERSON:	Eric Lewandowski
CONTACT EMAIL:	EricL@proradon.com

### Section II: Pricing

NO	ITEM	UOM	QTY	PRICE
<b>SECTION A: Radon Mitigation</b> Bidder shall provide pricing for a Radon Mitigation System for a "fictional" 1400 ft <sup>2</sup> home with varying foundation types, i.e. slab on grade, full basement, and full crawlspace.				
1	Radon Mitigation – Full Basement	EA	1	\$ 2,800
2	Radon Mitigation – Full Crawl Space	EA	1	\$ 2,800 plus \$2.00 SF gravel
3	Radon Mitigation – Slab on Grade	EA	1	\$ 2,800
<b>SECTION B: Additional Suction Points</b> Bidder shall provide pricing for additional suction points.				
4	One (1) Additional Suction Point	EA	1	\$ 1,100
5	Two (2) Additional Suction Points	EA	1	\$ 2,200
<b>GRAND TOTAL</b>				\$
<b>GRAND TOTAL</b> (In words)				

### Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Proposal Pricing Form.

Signature on File

Printed Name: Eric Lewandowski Signature: \_\_\_\_\_

Title: Owner Date: 06/03/2025



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## PROPOSAL FORM

### **Section I: Contact Information**

Complete the contact information below.

RFP NUMBER:	25-071-CD
COMPANY NAME:	Professional Radon Systems, Inc.
MAIN ADDRESS:	10212 S Mandel Street, Suite B
CITY, STATE, ZIP CODE:	Plainfield, IL 60585
TELEPHONE NO.:	630-236-4200
CONTACT PERSON:	Eric Lewandowski
CONTACT EMAIL:	EricL@proradon.com

### **Section III: Certification**

The undersigned certifies that they are:

- ☒ The Owner or Sole Proprietor      ☐ A Member authorized to sign on behalf of the Partnership      ☐ An Officer of the Corporation      ☐ A Member of the Joint Venture

Herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Eric Lewandowski

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Rev. 1-2025

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, Proposal rigging or Proposal-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this Proposal and have checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the cost schedule.

#### PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Offeror agrees to provide the service described in this solicitation and in the contract specifications under the conditions outlined in attached documents for the amount stated.

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

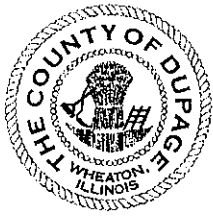
Signature on File

Offeror: Eric Lewandowski

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

Title: Owner

Date: 06/03/2025



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-071-CD
COMPANY NAME:	Professional Radon Systems, Inc.
CONTACT PERSON:	Eric Lewandowski
CONTACT EMAIL:	EricL@proradon.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Eric Lewandowski Signature: Signature on File

Title: Owner Date: 06/03/2025



## HS Requisition \$30,000 and Over

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

---

**File #:** HS-P-0033-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.H.

---

AWARDING RESOLUTION  
ISSUED TO HEALTHY AIR HEATING & AIR, INC.  
FOR THE LIHEAP EMERGENCY HEAT PROGRAM  
COMPANY 5000 - ACCOUNTING UNIT 1420  
(CONTRACT TOTAL AMOUNT: \$80,000)

(Under the administrative direction of the Department of Community Services)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, Contractor and COUNTY have agreed on terms for the second and final year of a maximum of one renewal to the original agreement in the amount of \$80,000 (EIGHTY THOUSAND AND 00/100 DOLLARS); and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide service, repair, or replacement of inoperable or red-tagged heating systems for low-income eligible homeowners in accordance with the LIHEAP Emergency Heat Program for Community Services, for the period October 1, 2025 through June 30, 2026, under the PY26 LIHEAP Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide service, repair, or replacement of inoperable or red-tagged heating systems for low-income eligible homeowners in accordance with the LIHEAP Emergency Heat Program, for the period October 1, 2025 through June 30, 2026, for Community Services, under the PY26 LIHEAP Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Healthy Air Heating & Air, Inc., Attn: Piotr Blaszczyk, 124 N. Bloomingdale Road, Bloomingdale, Illinois 60108, for a contract total not to exceed \$80,000, per bid renewal #24-066-WEX, first and final renewal.

Enacted and approved this 12<sup>th</sup> day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

---



## Procurement Review Comprehensive Checklist

### Procurement Services Division

This form must accompany all Purchase Order Requisitions

#### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 24-066-WEX	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$230,909.54
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$310,909.54
	CURRENT TERM TOTAL COST: \$80,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Healthy Air Heating & Air, Inc.	VENDOR #: 14166	DEPT: Community Services	DEPT CONTACT NAME: David Stuckey
VENDOR CONTACT: PIOTR BLASZCZYK	VENDOR CONTACT PHONE: (630)-980-4575	DEPT CONTACT PHONE #: 6464	DEPT CONTACT EMAIL: David.stuckey@dupagecounty.gov
VENDOR CONTACT EMAIL: healthyairheatingandair@gmail.com	VENDOR WEBSITE: heatingcoolingrepairchicago.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.). Healthy Air Heating & Air, Inc. will be servicing or if unable to effectively repair, replacing, inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County via LIHEAP grant funds. Procured via request for qualification.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This is necessary because as the weather gets colder, low-income DuPage County residents may be unable to afford repair/replacing their inoperable furnace which can be life threatening. The objective is to resolve no-heat crisis situations for DuPage County low-income homeowners.			

#### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RENEWAL OF RFP	

#### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Healthy Air Heating & Air, Inc. has worked with DuPage County for 5 years, specifically with our Weatherization program and as of last program year, our LIHEAP Emergency Furnace program.
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). Healthy Air Heating & Air, Inc. has worked with DuPage County's Weatherization for 6 years and LIHEAP Emergency Furnace program the previous program year.  1.) Fund this vendor to resolve no-heat crisis situations faced by low-income LIHEAP approved homeowners who have a preexisting furnace that is nonfunctional or red-tagged by their utility company. 2.) If not funded there will be low-income homeowners with nonfunctional furnaces struggling to find heat as temperatures drop throughout the winter months.



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

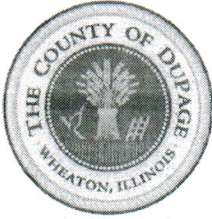
<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Healthy Air Heating and Air, Inc.	Vendor#: 14166	Dept: Community Services	Division: Intake and Referral
Attn: Piotr Blaszczyk	Email: healthyairheatingandair@gmail.com	Attn: David Stuckey	Email: David.stuckey@Dupagecounty.gov
Address: 124 N Bloomingdale Rd	City: Bloomingdale	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60108	State: IL	Zip: 60187
Phone: (630) 980-4575	Fax:	Phone: (630) 407-6464	Fax: (630) 407-6599
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2025	Contract End Date (PO25): Jun 30, 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	EA	LIHEAP Furnace Voucher Program	Service or replace furnaces for low-income qualified homeowners under the LIHEAP Grant Program	FY26	5000	1420	53090		80,000.00	80,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 80,000.00

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



The County of DuPage  
Finance Department  
Procurement Division, Room 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Healthy Air Heating & Air, Inc., located at 124 N. Bloomingdale Rd., Bloomingdale, IL 60108 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-066-WEX which became effective on 10/22/2024 and which will expire 6/30/2025. The contract is subject to the first and final option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 6/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

#### THE COUNTY OF DUPAGE

SIGNATURE

Sara Rogers

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

#### CONTRACTOR

Signature on File

SIGNATURE

Piotr Blaszczyk

PRINTED NAME

President

PRINTED TITLE

6/13/2025

DATE



NOTES	
1.	Lewisbrothers Heating and Cooling LLC has been deemed non-responsive due to not providing required documentation.

142

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES**  
**LIHEAP**  
**AGREEMENT TO WORK FOR BID PRICES**

I, PIOTR BLASZCZYK (contractor) agree to work for the prices that have been agreed upon by the DuPage County Community Services LIHEAP Program and current contractors. I have been given a catalog of the prices and have submitted all of the required paperwork.

The County shall pay one (1) time assessment fee of \$150.00 for inspection(s) of clients' heating systems.

Energy Coordinator, DCCSWP  
**Signature on File**

Date

8/21/24

Contractor

Date



## SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	HEALTHY AIR HEATING AND AIR, INC.
Main Business Address	124 N Bloomingdale Rd
City, State, Zip Code	Bloomington, IL 60108
Telephone Number	630-980-4575
Fax Number	630-980-5577
Proposal Contact Person	PIOTR BLASZCZYK
Email Address	healthyairheatingandair@gmail.com

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor     
 ☐ a Member of the Partnership     
 ☒ an Officer of the Corporation     
 ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

PIOTR BLASZCZYK

(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties

listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

**PROPOSAL AWARD CRITERIA**

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

**Signature on File**

X \_\_\_\_\_ **PRESIDENT**  
(Signature and Title)

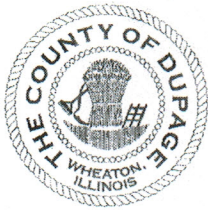
CORPORATE SEAL  
(if available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this 21 day of AUGUST AD, 2024

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Notary Public)





DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-066-WEX
COMPANY NAME:	Healthy Air Heating & Air, Inc.
CONTACT PERSON:	Piotr Blaszczyk
CONTACT EMAIL:	healthyairheatingandair@gmail.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE



All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on File

Printed Name: Piotr Blaszczyk

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

Title: President

Date: 6/13/2025 ✓



## HS Requisition \$30,000 and Over

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

---

**File #:** HS-P-0034-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.I.

---

AWARDING RESOLUTION  
ISSUED TO MY GREEN HOUSE HVAC, LLC.  
FOR THE LIHEAP EMERGENCY HEAT PROGRAM  
COMPANY 5000 - ACCOUNTING UNIT 1420  
(CONTRACT TOTAL AMOUNT: \$80,000)

(Under the administrative direction of the Department of Community Services)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, Contractor and COUNTY have agreed on terms for the second and final year of a maximum of one renewal to the original agreement; in the amount of \$80,000 (EIGHTY THOUSAND AND 00/100 DOLLARS); and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide service, repair, or replacement of inoperable or red-tagged heating systems for low-income eligible homeowners in accordance with the LIHEAP Emergency Heat Program for Community Services, for the period October 1, 2025 through June 30, 2026, under the PY26 LIHEAP Furnace Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide service, repair, or replacement of inoperable or red-tagged heating systems for low-income eligible homeowners in accordance with the LIHEAP Emergency Heat Program, for the period October 1, 2025 through June 30, 2026, for Community Services, under the PY26 LIHEAP Furnace Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to My Green House HVAC, LLC, Attn: Jose Perez, 5445 S. Archer Avenue, Chicago, Illinois 60632, for a contract total not to exceed \$80,000, per bid renewal #24-066-WEX, first and final renewal.

Enacted and approved this 12<sup>th</sup> day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

---



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 24-066-WEX	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$230,909.54
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$310,909.54
	CURRENT TERM TOTAL COST: \$80,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: My Green House HVAC, LLC	VENDOR #: 45320	DEPT: Community Services	DEPT CONTACT NAME: David Stuckey
VENDOR CONTACT: Jose Perez	VENDOR CONTACT PHONE: 708-577-9510	DEPT CONTACT PHONE #: 6464	DEPT CONTACT EMAIL: David.stuckey@dupagecounty.gov
VENDOR CONTACT EMAIL: mygreenhousehvac@gmail.com	VENDOR WEBSITE: mygreenhousehvacllc.tech	DEPT REQ #:	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). My Green House HVAC, LLC will be servicing or if unable to effectively repair, replacing, inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County via LIHEAP grant funds. Procured via competitive request for qualification.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This is necessary because as the weather gets colder, low-income DuPage County residents may be unable to afford repair/replacing their inoperable furnace which can be life threatening. The objective is to resolve no-heat crisis situations for DuPage County low-income homeowners.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RENEWAL OF RFP	

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. My Green House HVAC has years of experience with CEDA weatherization and Emergency Heat program. They also have worked with Will County, and the non-profit Elevate.
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). My Green House HVAC, has worked with other agencies WX and Emergency Furnace programs and they are familiar with all the rules and regulations for each program.  1.) Fund this vendor to resolve no-heat crisis situations faced by low-income LIHEAP approved homeowners who have a preexisting furnace that is nonfunctional or red-tagged by their utility company. 2.) If not funded there will be low-income homeowners with nonfunctional furnaces struggling to find heat as temperatures drop throughout the winter months.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: My Green House HVAC, LLC	Vendor#: 45320	Dept: Community Services	Division: Intake and Referral
Attn: Jose Perez	Email: mygreenhousehvac@gmail.com	Attn: David Stuckey	Email: David.stuckey@dupagecounty.gov
Address: 5445 S Archer Ave	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60632	State: IL	Zip: 60187
Phone: 708.577.9510	Fax:	Phone: (630) 407-6464	Fax: (630) 407-6599
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 01, 2025	Contract End Date (PO25): Jun 30, 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	EA	LIHEAP Furnace Voucher Program	Service or replace furnaces for low-income qualified homeowners under the LIHEAP Grant Program	FY26	5000	1420	53090		80,000.00	80,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 80,000.00

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.





The County of DuPage  
Finance Department  
Procurement Division, Room 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and My Green House HVAC, LLC located at 5145 S. Archer Avenue, Chicago, IL 60632 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-066-WEX which became effective on 10/22/2024 and which will expire 6/30/2025. The contract is subject to the first and final option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 6/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

#### THE COUNTY OF DUPAGE

#### CONTRACTOR Signature on File

SIGNATURE

Sara Rogers

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP

AGREEMENT TO WORK FOR BID PRICES

I, Jose Perez - MyGreen House HVAC LLC (contractor) agree to work for the prices that have been agreed upon by the DuPage County Community Services LIHEAP Program and current contractors. I have been given a catalog of the prices and have submitted all of the required paperwork.

The County shall pay one (1) time assessment fee of \$150.00 for inspection(s) of clients' heating systems.

Energy Coordinator, DCCSWP  
Signature on File

Date

8-29-24

Contractor

Date

## SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Jose Perez
Main Business Address	My Green House HVAC, LLC.
	5455 S. Archer Ave.
City, State, Zip Code	Chicago, IL 60632
Telephone Number	708. 577-9510
Fax Number	N/A
Proposal Contact Person	Jose Perez
Email Address	mygreenhousehvac@gmail.com

The undersigned certifies that he is:

☒ the Owner/Sole Proprietor     
 ☐ a Member of the Partnership     
 ☐ an Officer of the Corporation     
 ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Signature on File

7

\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties

THE COUNTY OF DUPAGE

FURNISH & INSTALL HEATING SYSTEMS & REPAIR PARTS FOR HEATING SYSTEMS 24-066-WEX

Page 35 of 42



listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

#### PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

Signature on File

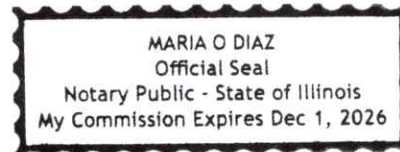
X \_\_\_\_\_  
(Signature and Title)

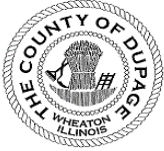


#### PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 29th day of August AD, 2024  
Signature on File

My Commission Expires: Dec. 1, 2026  
(Notary Public)





**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
FURNISH & INSTALL HEATING SYSTEMS & REPAIR PARTS FOR HEATING SYSTEMS 24-066-WEX  
BID TABULATION**

		√	√	√	√	√
Criteria	Available Points	Healthy Air Heating & Air, Inc.	My Green House HVAC, LLC	Rush Heating & Cooling Inc.	Nortek Environmental Inc.	Parliament Builders, Inc.
Firm Qualifications	20	20	20	20	20	20
Key Qualifications	30	30	30	30	30	30
Project Understanding	50	50	50	50	50	50
Total	100	100	100	100	100	100

**NOTES**

1. Lewisbrothers Heating and Cooling LLC has been deemed non-responsive due to not providing required documentation.

RFP Posted on 8/05/2024 Bid Opened On 9/05/2024, 2:30 PM by	NE, BR
Invitations Sent	105
Total Requesting Documents	3
Total Bid Responses Received	6

An updated Vendor Ethics Disclosure form has been requested.



## HS Requisition \$30,000 and Over

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

---

**File #:** HS-P-0035-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.J.

---

AWARDING RESOLUTION  
ISSUED TO NORTEK ENVIRONMENTAL, INC.  
FOR THE LIHEAP EMERGENCY HEAT PROGRAM  
COMPANY 5000 - ACCOUNTING UNIT 1420  
(CONTRACT TOTAL AMOUNT: \$80,000)

(Under the administrative direction of the Department of Community Services)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, Contractor and COUNTY have agreed on terms for the second and final year of a maximum of one renewal to the original agreement in the amount of \$80,000 (EIGHTY THOUSAND AND 00/100 DOLLARS); and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide service, repair, or replacement of inoperable or red-tagged heating systems for low-income eligible homeowners in accordance with the LIHEAP Emergency Heat Program for the period October 1, 2025 through June 30, 2026, under the PY26 LIHEAP Furnace Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide service, repair, or replacement of inoperable or red-tagged heating systems for low-income eligible homeowners in accordance with the LIHEAP Emergency Heat Program, for the period October 1, 2025 through June 30, 2026, for Community Services, under the PY26 LIHEAP Furnace Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Nortek Environmental, Inc., Attn: Lisa Latimer, 600 Industrial Drive, Unit #102, Naperville, Illinois 60563, for a contract total not to exceed \$80,000, per bid renewal #24-066-WEX, first and final renewal.

Enacted and approved this 12<sup>th</sup> day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



# Procurement Review Comprehensive Checklist

## Procurement Services Division

This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 24-066-WEX	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$230,909.54
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$310,909.54
	CURRENT TERM TOTAL COST: \$80,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Nortek Environmental, Inc.	VENDOR #: 12750	DEPT: Community Services	DEPT CONTACT NAME: David Stuckey
VENDOR CONTACT: LISA LATIMER	VENDOR CONTACT PHONE: (630) 548-1500	DEPT CONTACT PHONE #: 6464	DEPT CONTACT EMAIL: David.Stuckey@dupagecounty.gov
VENDOR CONTACT EMAIL: Lisa@nortekenvironmental.com	VENDOR WEBSITE: nortekenvironmental.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.). Nortek Environmental, Inc. will be servicing or if unable to effectively repair, replacing, inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County via LIHEAP grant funds. Procured via competitive request for qualification.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This is necessary because as the weather gets colder, low-income DuPage County residents may be unable to afford repair/replacing their inoperable furnace which can be life threatening. The objective is to resolve no-heat crisis situations for DuPage County low-income homeowners.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RENEWAL OF RFP	

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Nortek has worked with DuPage County's Weatherization and LIHEAP Furnace Voucher program in the past.
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). Nortek has participated in Weatherization contracts in various counties since 2008 and has a Field Supervisor who oversees all projects with over 45 years of experience.  1.) Fund this vendor to resolve no-heat crisis situations faced by low-income LIHEAP approved homeowners who have a preexisting furnace that is nonfunctional or red-tagged by their utility company. 2.) If not funded there will be low-income homeowners with nonfunctional furnaces struggling to find heat as temperatures drop throughout the winter months.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Nortek Environmental, Inc.	Vendor#: 12750	Dept: Community Services	Division: Intake and Referral
Attn: Lisa Latimer	Email: Lisa@nortekenvironmental.com	Attn: David Stuckey	Email: David.Stuckey@dupagecounty.gov
Address: 600 Industrial Drive, Unit #102	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60563	State: IL	Zip: 60187
Phone: (630) 548-1500	Fax:	Phone: (630) 407-6464	Fax: (630) 407-6599
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 01, 2025	Contract End Date (PO25): Jun 30, 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	EA	LIHEAP Furnace Voucher Program	Service or replace furnaces for low-income qualified homeowners under the LIHEAP Grant Program	FY26	5000	1420	53090		80,000.00	80,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 80,000.00

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.





The County of DuPage  
Finance Department  
Procurement Division, Room 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Nortek Environmental, Inc. located at 600 Industrial Drive, Unit #102, Naperville, IL 60563 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-066-WEX which became effective on 10/22/2024 and which will expire 6/30/2025. The contract is subject to the first and final option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 6/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

#### THE COUNTY OF DUPAGE

#### CONTRACTOR

Signature on File

SIGNATURE

Sara Rogers

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE



## SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	NORTEK ENVIRONMENTAL, INC
Main Business Address	600 INDUSTRIAL DRIVE
	#102
City, State, Zip Code	NAPERVILLE IL 60563
Telephone Number	630-548-1500
Fax Number	630-548-1526
Proposal Contact Person	LISA LATIMER
Email Address	lisa@nortekenvironmental.com

The undersigned certifies that he is:

☐

the Owner/Sole  
Proprietor

☐

a Member of the  
Partnership



an Officer of the  
Corporation

☐

a Member of the  
Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Lisa Latimer

(President or Partner)

Justin Adkins

(Vice-President or Partner)

Lisa Latimer

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties

listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

**PROPOSAL AWARD CRITERIA**

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

Signature on File

X \_\_\_\_\_  
(Signature and Title)

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2024

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Notary Public)

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP

AGREEMENT TO WORK FOR BID PRICES

I, NORTEK ENVIRONMENTAL, INC (contractor) agree to work for the prices that have been agreed upon by the DuPage County Community Services LIHEAP Program and current contractors. I have been given a catalog of the prices and have submitted all of the required paperwork.

The County shall pay one (1) time assessment fee of \$150.00 for inspection(s) of clients' heating systems.

Energy Coordinator, DCCSWP

Date

Lisa Latimer dba Nortek Environmental, INC

Contractor

Date

8-29-24



listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

#### PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

Signature on File

X \_\_\_\_\_  
(Signature and Title)

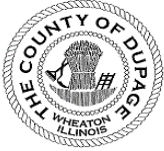
CORPORATE SEAL  
(If available)

#### PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2024

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Notary Public)



**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
FURNISH & INSTALL HEATING SYSTEMS & REPAIR PARTS FOR HEATING SYSTEMS 24-066-WEX  
BID TABULATION**

		√	√	√	√	√
Criteria	Available Points	Healthy Air Heating & Air, Inc.	My Green House HVAC, LLC	Rush Heating & Cooling Inc.	Nortek Environmental Inc.	Parliament Builders, Inc.
Firm Qualifications	20	20	20	20	20	20
Key Qualifications	30	30	30	30	30	30
Project Understanding	50	50	50	50	50	50
Total	100	100	100	100	100	100

**NOTES**

1. Lewisbrothers Heating and Cooling LLC has been deemed non-responsive due to not providing required documentation.

RFP Posted on 8/05/2024 Bid Opened On 9/05/2024, 2:30 PM by	NE, BR
Invitations Sent	105
Total Requesting Documents	3
Total Bid Responses Received	6



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-066-WEX
COMPANY NAME:	NORTEK ENVIRONMENTAL, INC
CONTACT PERSON:	LISA LATIMER
CONTACT EMAIL:	lisa@nortekenvironmental.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: LISA LATIMER

Signature: 

Signature on File

Title: PRESIDENT

Date: 7/28/25





## HS Requisition \$30,000 and Over

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

---

**File #:** HS-P-0036-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.K.

---

AWARDING RESOLUTION  
ISSUED TO PARLIAMENT BUILDERS INC.  
FOR THE LIHEAP EMERGENCY HEAT PROGRAM  
COMPANY 5000 - ACCOUNTING UNIT 1420  
(CONTRACT TOTAL AMOUNT: \$80,000)

(Under the administrative direction of the Department of Community Services)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, Contractor and COUNTY have agreed on terms for the second and final year of a maximum of one renewal to the original agreement in the amount of \$80,000 (EIGHTY THOUSAND AND 00/100 DOLLARS); and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide service, repair, or replacement of inoperable or red-tagged heating systems for low-income eligible homeowners in accordance with the LIHEAP Emergency Heat Program for Community Services, for the period October 1, 2025 through June 30, 2026, under the PY26 LIHEAP Furnace Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide service, repair, or replacement of inoperable or red-tagged heating systems for low-income eligible homeowners in accordance with the LIHEAP Emergency Heat Program, for the period October 1, 2025 through June 30, 2026, for Community Services, under the PY26 LIHEAP Furnace Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Parliament Builders, Inc., Attn: Dominic DiVenere, 4455 S. Knox Avenue, Chicago, Illinois 60632, for a contract total not to exceed \$80,000, per bid renewal #24-066-WEX, first and final renewal.

Enacted and approved this 12<sup>th</sup> day of August at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK





Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 24-066-WEX	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$230,909.54
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$310,909.54
	CURRENT TERM TOTAL COST: \$80,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Parliament Builders, Inc.	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: David Stuckey
VENDOR CONTACT: Dominic DiVenere	VENDOR CONTACT PHONE: 773-471-4116	DEPT CONTACT PHONE #: 6464	DEPT CONTACT EMAIL: david.stuckey@dupagecounty.gov
VENDOR CONTACT EMAIL: dom@parliamentbuildersinc.com	VENDOR WEBSITE: parliamentbuildersinc.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.). Parliament Builders, Inc. will be servicing or if unable to effectively repair, replacing, inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County via LIHEAP grant funds. Procured via request for qualification.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This is necessary because as the weather gets colder, low-income DuPage County residents may be unable to afford repair/replacing their inoperable furnace which can be life threatening. The objective is to resolve no-heat crisis situations for DuPage County low-income homeowners.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RENEWAL OF RFP	

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Vendor selected via request for qualification #24-066-WEX. Parliament has worked with other agencies in the past for the same services.
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). Parliament Builders, INC has worked with other agencies WX and Emergency Furnace programs and they are familiar with all the rules and regulations for each program. 1. Fund this vendor to resolve no-heat crisis situations faced by low-income DuPage County residents who have a non-operational heating system or dangerous heating system that has been red-tagged by a utility company. 2. Take no action and face major consequences such as loss of life or severe collateral damage to the property.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Parliament Builders, Inc	Vendor#: 45321	Dept: Community Services	Division: LIHEAP
Attn: Dominic DiVenere	Email: dom@parliamentbuildersinc.com	Attn: David Stuckey	Email: david.stuckey@dupagecounty.gov
Address: 4455 S Knox Ave	City: Chicago	Address: 421 N County Farm Rd	City: Wheaton
State: Illinois	Zip: 60632	State: Illinois	Zip: 60187
Phone: 773-471-4116	Fax:	Phone: 6464	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2025	Contract End Date (PO25): Jun 30, 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	EA	LIHEAP Furnace Voucher Program	Service or Replace heating systems for low-income qualified homeowners under the LIHEAP grant program	FY26	5000	1420	53090		80,000.00	80,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 80,000.00

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



The County of DuPage  
Finance Department  
Procurement Division, Room 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Parliament Builders, Inc. located at 4455 S. Knox Avenue, Chicago, IL 60632 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-066-WEX which became effective on 10/22/2024 and which will expire 6/30/2025. The contract is subject to the first and final option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 6/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

#### THE COUNTY OF DUPAGE

#### CONTRACTOR

Signature on File

SIGNATURE

SIGNATURE

Sara Rogers

*Dominick DiVenere*

PRINTED NAME

PRINTED NAME

Buyer I

*President*

PRINTED TITLE

PRINTED TITLE

DATE

DATE

*5-20-25*

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES**  
**LIHEAP**  
**AGREEMENT TO WORK FOR BID PRICES**

I, Domonic D. Venere Parlinment Bldg Inc. (contractor) agree to work for the prices that have been agreed upon by the DuPage County Community Services LIHEAP Program and current contractors. I have been given a catalog of the prices and have submitted all of the required paperwork.

The County shall pay one (1) time assessment fee of \$150.00 for inspection(s) of clients' heating systems.

\_\_\_\_\_  
Energy Coordinator, DCCSWP  
Signature on File

\_\_\_\_\_  
Date

8-14-24

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

## SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	PARLIAMENT BUILDERS INC.
Main Business Address	4455 S. KNOX AVE
City, State, Zip Code	CHICAGO, IL 60632
Telephone Number	773-471-4116 OFFICE
Fax Number	773-284-7209
Proposal Contact Person	DOMINICK DIVERERE JR
Email Address	Dom.Diverere@parliamentbuildersinc.com

The undersigned certifies that he is:

☐

the Owner/Sole  
Proprietor

☐

a Member of the  
Partnership

☒

an Officer of the  
Corporation

☐

a Member of the  
Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:  
Signature on File Signature on File

*Srs.*

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties

listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

#### PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

Signature on File

X \_\_\_\_\_  
(Signature and Title)

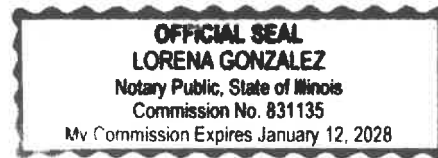
*Recordant*

CORPORATE SEAL  
(If available)

#### PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 14th day of August AD, 2024  
Signature on File

My Commission Expires: 1-12-2028  
(Notary Public)





NOTES	
1.	Lewisbrothers Heating and Cooling LLC has been deemed non-responsive due to not providing required documentation.

178





DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-066-WEX
COMPANY NAME:	PARLIAMENT BUILDERS INC.
CONTACT PERSON:	DOMINICK DIVENERE
CONTACT EMAIL:	dom.DivenerE@ParliamentbuildersInc.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

*Signature on File*

Printed Name: DOMINICK D. VENERE

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

Title: President

Date: 7-28-25



---

**File #:** HS-P-0037-25

**Agenda Date:** 8/5/2025

**Agenda #:** 6.L.

---

AWARDING RESOLUTION ISSUED TO  
COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA)  
FOR PROFESSIONAL SERVICES FOR MULTI-FAMILY WEATHERIZATION PROJECT - COLLEGE  
PARK APARTMENTS  
FOR COMMUNITY SERVICES  
(CONTRACT TOTAL AMOUNT NOT TO EXCEED \$126,000.00)

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized the County of DuPage (COUNTY) to perform various public functions and to provide essential governmental services for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (ILDCEO) has mandated that Technical Assistance, Operational/Implementation Services and Training be provided for Weatherization Multi-family projects; and

WHEREAS, DuPage County requires professional technical implementation and training services for the multi-family Weatherization project pertaining to the College Park Apartments located at 930 West College Boulevard, Addison, Illinois 60101; and

WHEREAS, Community and Economic Development Association of Cook County, Inc. (CEDA) is a sole source provider as the only Community Action Agency (CAA) in Illinois with the requisite technical experience and proven capacity to complete Multi-family Weatherization projects in compliance with the U.S. Department of Education standards; and

WHEREAS the County is encouraged by the State of Illinois to utilize CEDA for the for the PROJECT as CEDA has the requisite certifications to complete the PROJECT; and

WHEREAS, an agreement for professional services not subject to competitive bidding per 55 ILCS 5/5-1022(c) has been negotiated between Community and Economic Development Association of Cook County, Inc. (CEDA) and DuPage County (COUNTY) in accordance with 2-353(1)(b) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to be issued to Community and Economic Development Association of Cook County, Inc. (CEDA), for Technical Assistance, Operational/Implementation Services and Training for Weatherization Multi-Family Project as mandated by the funding entity, Illinois Department of Commerce and Economic Opportunity (ILDCEO) , for the period of August 12, 2025 through June 30, 2026, for Community Services.

NOW THEREFORE BE IT RESOLVED, that said contract is for professional services to provide technical implementation and training services for the Multi-family Weatherization Project for the period of August 12, 2025 through June 30, 2026, for the Community Services Department, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Community and Economic Development Association of Cook County, Inc. (CEDA), for a contract total amount not to exceed \$126,000.00.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution to Community and Economic Development Association of Cook County, Inc. (CEDA), 567 West Lake Street, Suite 1200, Chicago Illinois 60661 and to the Community Services Department.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$126,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$126,000.00
	CURRENT TERM TOTAL COST: \$126,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Community and Economic Development of Cook County	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Gina Strafford-Ahmed
VENDOR CONTACT: Glen Ofenloch	VENDOR CONTACT PHONE: 312-795-8892	DEPT CONTACT PHONE #: 630-407-6444	DEPT CONTACT EMAIL: gina.strafford@dupagecounty.gov
VENDOR CONTACT EMAIL: gofenloch@cedaorg.net	VENDOR WEBSITE:	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.). Professional service agreement for Technical Assistance, Operational/Implementation Services, and Training for Weatherization Multi-Family project mandated by the funding entity, IL DCEO.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Per IL DCEO requirement to provide Weatherization services to multi-family units in DuPage County, a professional service agreement for technical assistance is mandated to complete any work.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Per IL DCEO Weatherization Manual CEDA in developing multi-family projects outlined in 2 CRF 200.320(c).
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Provide funding for professional services so DuPage County may maintain the Weatherization grant. 2. Do not approve funding and risk losing the Weatherization grant.

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			
Send Purchase Order To:		Send Invoices To:	
Vendor:	Vendor#:	Dept: Community Services	Division: Weatherization
Attn: Glen Ofenloch, CFO	Email: gofenloch@cedaorg.net	Attn: David Stuckey	Email: david.stuckey@dupagecounty.gov
Address: 567 West Lake Street, Suite 1200	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60661	State: IL	Zip: 60187
Phone: 312-795-8892	Fax:	Phone: 630-407-6464	Fax:
Send Payments To:		Ship to:	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 12, 2025	Contract End Date (PO25): Jun 30, 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	EA		Professional Services	FY25	5000	1555	53090	RETROFITS 24	63,000.00	63,000.00
2	1	EA		Professional Services	FY25	5000	1400	53090	22-403028	5,000.00	5,000.00
3	1	EA		Professional Services	FY25	5000	1430	53090	24-221028	5,000.00	5,000.00
4	1	EA		Professional Services	FY25	5000	1490	53090	25-251028	5,000.00	5,000.00
5	1	EA		Professional Services		5000	1400	53090	25-401028	16,000.00	16,000.00
6	1	EA		Professional Services		5000	1430	53090	25-221028	16,000.00	16,000.00
7	1	EA		Professional Services		5000	1490	53090	26-251028	16,000.00	16,000.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 126,000.00

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY,  
INC. (CEDA)  
FOR PROFESSIONAL SERVICES FOR MULTI-FAMILY WEATHERIZATION PROJECT –  
COLLEGE PARK APARTMENTS

This professional services agreement (hereinafter referred to as the “AGREEMENT”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the “COUNTY”) and Community and Economic Development Association of Cook County, Inc., a non-for-profit corporation licensed to do business in Illinois, with offices at 567 West Lake Street, Suite 1200, Chicago, Illinois 60661 (hereafter referred to as “CEDA”). The COUNTY and CEDA are hereinafter sometimes individually referred to as a “party” or together as “parties.”

**RECITALS**

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

WHEREAS, the COUNTY requires professional technical implementation and training services for the multi-family weatherization project pertaining to the College Park Apartments located at 930 West College Boulevard, Addison, Illinois 60101 (herein after referred to as “PROJECT”); and

WHEREAS, CEDA is a sole source provider as the only Community Action Agency (CAA) in Illinois with the requisite technical experience and proven capacity to complete multifamily weatherization projects in compliance with the U.S. Department of Education standards; and

WHEREAS, the COUNTY is encouraged by the State of Illinois to utilize CEDA for the PROJECT as CEDA has the required certifications to complete the PROJECT; and

WHEREAS, CEDA has experience and expertise in this area and is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed \$126,000.00; and

WHEREAS, CEDA acknowledges that it is qualified to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

WHEREAS, the parties acknowledge the necessary oversight to ensure compliance with the federal and state guidance over the scope of work as identified in the attached Exhibit A through the Illinois Home Weatherization Assistance Program (IHWAP).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION**



- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

## **2.0 SCOPE OF SERVICES**

- 2.1 Services are to be provided by CEDA according to the Scope of Work specified as Exhibit A, attached hereto. CEDA shall complete all the services set forth in said exhibit for the compensation set forth in Section 6.0 below, unless otherwise modified as provided herein.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in CEDA's compensation and Scope of Work, shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.3 The relationship of CEDA to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which CEDA or its sub-contractors/sub-consultants provide services hereunder. Neither CEDA nor CEDA's employees shall be entitled to receive any COUNTY benefits. CEDA shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to CEDA.
- 2.4 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.5 Neither CEDA nor CEDA's employees shall be retained as expert witnesses by the COUNTY except as by separate agreement.

## **3.0 NOTICE TO PROCEED**

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Community Services (hereinafter referred to as the "DIRECTOR"), in the form of a written Notice to Proceed following approval by the Human Services Committee and execution of the AGREEMENT by the County Board Chair.

- 3.2 In addition to the Notice to Proceed, the Director, or her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CEDA, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 5.2, 7.2, 15.3, 21.2 and 25, as well as any requirements contained in any of the exhibits attached hereto.

#### **4.0 TECHNICAL SUBCONSULTANTS**

- 4.1 CEDA shall supervise any sub-consultant(s) hired by CEDA and CEDA shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by CEDA.
- 4.2 CEDA shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 7.0 and 12.0 and Paragraph 25.3 of this AGREEMENT and shall fully comply therewith while engaged by CEDA in services for the COUNTY on the PROJECT.

#### **5.0 TIME FOR PERFORMANCE**

- 5.1 CEDA shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay CEDA for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A, CEDA shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2026, unless the term of this AGREEMENT is extended in conformity with Article 13 below.
- 5.3 If CEDA is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond CEDA'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CEDA. CEDA shall accept and bear all other costs, expenses and liabilities that may result from such delay.

#### **6.0 COMPENSATION**

- 6.1 The COUNTY shall pay CEDA for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$126,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs CEDA to perform services which would cause the



stated amount to be exceeded, CEDA shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 13.0.

- 6.3 CEDA shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay CEDA more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report as set forth in Exhibit A. CEDA shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, CEDA shall submit certified time sheets as additional documentation for the invoiced services.
- 6.4 Upon approval of properly documented invoices, the COUNTY shall reimburse CEDA the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 6.5 In the event of any overcharge by CEDA, CEDA shall refund the COUNTY within thirty (30) days of discovery of said overcharge by CEDA or notice to CEDA by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing to CEDA under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

## **7.0 CEDA'S INSURANCE**

- 7.1 CEDA shall maintain, at its sole expense, insurance coverage including:

7.1.a Worker's Compensation Insurance in statutory amounts.

7.1.b Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

7.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Community Services, DuPage County Department of Community Services, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional**



**insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

**7.1.d Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Community Services, DuPage County Department of Community Services, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

**7.1.e Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

7.2 It shall be the duty of CEDA to provide to the COUNTY copies of CEDA'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of CEDA to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and CEDA shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of CEDA curing any breach of its required insurance coverage, the COUNTY shall notify CEDA that CEDA can resume work under this AGREEMENT. CEDA shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CEDA'S failure to provide and maintain the required insurance.

7.3 The coverage limits required under subparagraphs 7.1.c and 7.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by CEDA shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 7.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If CEDA is satisfying insurance required through a combination of primary and excess coverage, CEDA shall



require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. CEDA shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 7.4 CEDA shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of CEDA, including naming the COUNTY as an additional insured in the same coverage types and amounts as CEDA, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

## **8.0 INDEMNIFICATION**

- 8.1 CEDA shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, CEDA'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 8.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 8.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CEDA'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 8.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CEDA'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 8.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to CEDA, under the law.

## **9.0 SATISFACTORY PERFORMANCE**

- 9.1 The COUNTY is entering into an AGREEMENT with CEDA because CEDA professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, CEDA'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional multi-family weatherization firms practicing in the COUNTY and the State of Illinois.

- 9.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which CEDA has been engaged, CEDA'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 9.3 If any errors, omissions, or acts, intentional or negligent, are made by CEDA, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, CEDA shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, CEDA may at the COUNTY'S option have the responsibility to cure same under this provision.
- 9.4 Acceptance of the work shall not CEDA of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by CEDA or its sub-consultants.

#### **10.0 BREACH OF CONTRACT**

- 10.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 15.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice.
- Notwithstanding the above term, CEDA'S failure to maintain insurance in accordance with Section 7.0, above, or in the event of any of the contingencies described in Paragraph 15.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of CEDA'S sub-consultants shall be deemed a breach by CEDA subject to the terms of this AGREEMENT.

#### **11.0 OWNERSHIP OF DOCUMENTS**

- 11.1 CEDA agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY either i) on or before the expiration of this AGREEMENT or, ii) 14 days after notice of termination or, iii) as otherwise agreed to by the COUNTY and CEDA. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 11.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to CEDA other than as provided in this AGREEMENT. CEDA waives any copyright interest in said deliverables.



- 11.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 11.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 11.4 CEDA may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

## **12.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES**

- 12.1 CEDA, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 12.2 CEDA, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. CEDA, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.
- 12.3 CEDA, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 12.4 CEDA, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to CEDA, or CEDA'S personnel, in relation to this AGREEMENT. CEDA has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 12.5 CEDA covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CEDA'S services under this AGREEMENT.
- 12.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

- 12.7 CEDA acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CEDA agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

### **13.0 MODIFICATION OR AMENDMENT**

- 13.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 13.2 CEDA agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

### **14.0 TERM OF THIS AGREEMENT**

- 14.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 15.0, or
  - (b) The expiration of this AGREEMENT on June 30, 2026, or to a new date agreed upon by the parties, or
  - (c) The completion by CEDA and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.
- 14.2 CEDA shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 14.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse CEDA for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay CEDA for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 5.1, above.
- 14.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 13.1 above.

### **15.0 TERMINATION**

- 15.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CEDA'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if CEDA is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 12.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.



15.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

15.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CEDA shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

#### **16.0 ENTIRE AGREEMENT**

16.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

16.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

16.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

16.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### **17.0 ASSIGNMENT**

17.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.

#### **18.0 SEVERABILITY**

18.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

18.2 In the event of the contingency described in Paragraph 18.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 13.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

#### **19.0 GOVERNING LAW**

19.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

- 19.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Eighteenth Judicial Circuit Court for DuPage County.

## **20.0 NOTICES**

- 20.1 Any required notice shall be sent to the following addresses and parties:

Community and Economic Development of Cook County (CEDA)

ATTN: Glen Ofenloch, CFO

567 West Lake Street, Suite 1200

Chicago, IL 60661

Phone:312.795-8892

Email:GOfenloch@cedaorg.net

DuPage County Department of Community Services

421 N. County Farm Road

Wheaton, IL 60187

ATTN: David Stuckey

Phone:630.407.6464

Email:david.stuckey@dupagecounty.gov

- 20.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday–Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 13.1, above.

## **21.0 WAIVER OF/FAILURE TO ENFORCE BREACH**

- 21.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

## **22.0 FORCE MAJEURE**

- 22.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

## **23.0 ACCESS TO PROPERTY**

- 23.1 CEDA shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the



CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for CEDA. In the event the COUNTY cannot secure access for CEDA, the COUNTY shall excuse CEDA from the performance of any work that necessitated such access. CEDA shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide CEDA, upon CEDA'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

- 23.2 In the event of the following: a) it is necessary for CEDA to access the property of a third party in order for CEDA to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing CEDA to access such property; CEDA shall fully abide by and comply with the terms and conditions of said authorizing instrument as though CEDA were a signatory thereto.

#### **24.0 INTENTIONALLY LEFT BLANK**

#### **25.0 QUALIFICATIONS**

- 25.1 CEDA shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 25.2 Failure by CEDA to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 25.3 CEDA shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CEDA'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to CEDA'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DuPAGE

COMMUNITY AND ECONOMIC  
DEVELOPMENT ASSOCIATION OF COOK  
COUNTY, INC.  
(CEDA)

Signature on File

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
Signature

HAROLD RICE  
Print Name

PRESIDENT AND CEO  
Title

ATTEST BY:

ATTEST BY:

Signature on File

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

\_\_\_\_\_  
Signature

Glen Ofenloch  
Print Name

CFO/COO  
Title

**EXHIBIT A**  
**SCOPE OF WORK**

## Project Management, Technical Implementation & Training Services

### CEDA – Multi-Family Weatherization

Dear DuPage County Team,

CEDA is pleased to present this proposal detailing the services we will provide for your multi-family weatherization projects. Our goal is to offer comprehensive Technical Assistance, Operational/Implementation Services, and Training, with a compliance-centered approach and seasoned technical expertise.

Our work will encompass two key areas:

- 1. Technical Expertise:** Detailed proposal reviews, energy modeling with TREAT, construction coordination, and optimization of timelines and equipment lead times.
- 2. Training & Technical Assistance:** A customized training plan delivered through classroom instruction, hands-on sessions, and onsite workshops. This will include multifamily weatherization assessment and quality assurance training, as well as ongoing technical support for DuPage County staff.

### Scope of Services

#### Technical Expertise

- Review of contractor proposals for availability and compliance.
- Evaluation of lead times and procurement processes.
- Develop TREAT energy model.
- Cost-effectiveness oversight using Savings-to-Investment Ratios (SIR).

#### Training and Technical Assistance

- Classroom, hands-on, and onsite workshops focused on multifamily weatherization assessments and QA monitoring
- Site-based training, at the College Park Apartments for both assessment and QA/QC phases
- Learning objectives include understanding common Illinois multifamily deficiencies, selecting appropriate retrofit measures, and executing QA/QC inspections
- Ongoing technical support tailored to DuPage County's needs

Community and Economic Development of Cook County  
(CEDA) 567 West Lake Street, Suite 1200

Chicago, Illinois 60661

*Our mission is empowering individuals, families, and communities*

*freed poverty to secure a better quality of life.*



## **Approach**

### Initial Assessment

- Review of project requirements, funding, and compliance standards.
- Discuss projections with stakeholders to clarify priorities.

### Transparent Communication

- Regular updates, milestone reporting, and issue resolution.
- Stakeholder project throughout the project lifecycle.

### Training Delivery

- On-site training sessions at identified multifamily building
- Virtual sessions as needed
- Follow-up technical assistance to reinforce learning and provide QA/QC monitoring experience

## **Deliverables**

- Comprehensive project management plan including milestones and roles
- Regular progress reports with compliance tracking and budget updates
- Final report summarizing project outcomes, cost analysis, and lessons learned
- Documented training modules and attendance logs for delivered sessions
- Recommendations for future process and program improvements

## **Compensation & Payment Terms - Percentage of Completion**

### **Pay Schedule**

To ensure transparency and accountability, CEDA will operate on a percentage of completion pay schedule. This payment structure aligns our compensation with project progress, thereby incentivizing timely and efficient completion of each project phase. The total project cost of \$126,000.00 will be divided into the following key milestones, each representing a significant phase of the project. The above proposed cost is inclusive of all aspects of the project for the entire project as it pertains to College Park Apartments.



Payments will be issued as follows:



1. **Mobilization (15%)**
2. **Site Preparation and Initial Work (20%)**
3. **Training: Assessment-Focused Onsite (15%)**
4. **Final Stages and Inspections (20%)**
5. **Training: QA/QC-Focused Onsite (15%)**
6. **Project Closeout (15%)**

## Monthly Invoicing Based on Milestones and Deliverables

CEDA intends to invoice DuPage County monthly, corresponding with the completion of specific milestones and deliverables. Each invoice will reflect the percentage of work completed during the month, ensuring that payments are directly tied to project progress. This approach provides several benefits:

- **Transparency:** Clear documentation of progress and associated costs.
- **Accountability:** Regular updates and reviews to keep the project on track.
- **Cash Flow Management:** Predictable payment schedules for both parties.

## Additional Services

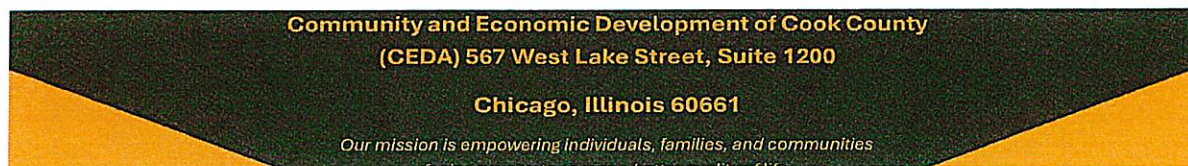
If services beyond the defined scope are required, CEDA will issue a new proposal outlining additional tasks and terms.

## Sole Source Justification

Please see attached "[Sole Source 6.23.25.docx](#)" for detailed information regarding why CEDA is the only Community Action Agency (CAA) in Illinois with the requisite technical expertise and proven capacity to complete multifamily weatherization projects

## Conclusion

CEDA is committed to delivering high-quality, transparent, and technically sound project management, training, and implementation support for your weatherization initiatives. We look forward to collaborating and making a meaningful impact on your community.



### Acceptance

This Proposal, together with any mutually agreed upon terms and conditions, constitutes the understanding between the parties. Any modifications must be made in writing and signed by both parties.

Community and Economic Development Association of Cook County (CEDA)

**Signature on File** \_\_\_\_\_

Signature

Name HAROLD RICE

(Print) Title PRESIDENT AND CEO

\_\_\_\_\_  
\_\_\_\_\_  
Date 7/22/25

DuPage County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Name

(Print) Title

Date

Community and Economic Development of Cook County  
(CEDA) 567 West Lake Street, Suite 1200

Chicago, Illinois 60666 Our mission is empowering individuals, families, and  
communities facing poverty to secure a better quality of life.



**Sole Source Justification: CEDA as the Only Qualified Community Action  
Agency for Multifamily Weatherization in Illinois**

In accordance with 2 CFR § 200.320(c)(2), noncompetitive procurement may be used when "the item is available only from a single source" or when "the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation." This proposal seeks to justify a sole source selection of the **Community and Economic Development Association of Cook County, Inc. (CEDA)** as the only Community Action Agency (CAA) in Illinois with the requisite technical expertise and proven capacity to complete multifamily weatherization projects in compliance with U.S. Department of Energy (DOE) standards.

**CEDA is the only CAA in the State of Illinois that:**

1. Maintains a **dedicated and credentialed multifamily technical team**, including certified energy auditors, quality control inspectors, and project managers with specialized training in multifamily systems, mechanical ventilation, and health and safety protocols under Weatherization Program Notice (WPN) 17-7;
  2. Has demonstrated **successful implementation of over 100 multifamily weatherization projects**, including high-rise and mid-rise buildings with centralized HVAC and DHW systems, in both public and private housing sectors;
  3. Regularly conducts **ASHRAE-compliant energy modeling** using advanced software, such as TREAT, to inform scope development and verify cost-effectiveness;
  4. Possesses the tools, testing equipment, and experience necessary to conduct blower door testing, combustion safety diagnostics, and zone pressure mapping in large, occupied multifamily buildings;
  5. Maintains contractual relationships with qualified mechanical, architectural, and weatherization contractors capable of performing multifamily retrofits under strict federal, state, and local compliance requirements;
  6. Has established cross-sector partnerships with utility programs, housing finance agencies, and municipal departments to braided funding, streamline inspections, and accelerate project timelines.
- While other CAAs across Illinois have capabilities for single-family or small multi-unit dwellings, **CEDA is the only organization with the multifamily-specific infrastructure, technical capabilities, and workforce capacity to meet the demands of complex multifamily weatherization projects at scale.** No other agency has demonstrated the ability to deliver multifamily work to DOE standards within Cook County or statewide.

**Community and Economic Development of Cook County  
(CEDA) 567 West Lake Street, Suite 1200**

**Chicago, Illinois 60661**

*Our mission is empowering individuals, families, and communities  
facing poverty to secure a better quality of life.*





Based on these unique qualifications and the absence of comparable capacity among peer agencies, this request complies with the noncompetitive procurement provisions outlined in 2 CFR 200.320(c), specifically under the condition that **the services are available only from a single source** due to **technical expertise and demonstrated performance history**.

Excerpt from IHWAP PY26 Program Operations Manual:

OCA will assist any agency in terms of identifying multifamily projects from the HUD and USDA categorically eligible list, provide training & technical assistance in conducting assessments, creating SOW in IWx, final inspections, and any other aspect of the multifamily process. The CEDA Expansion team can aid agencies on multifamily projects that require a TREAT energy model to be created. ICRT currently offers multifamily training for MF QCI but will be enhancing this training with additional coursework for BPI Multifamily Building Analyst and offering BPI certification. The ICRT team can also provide technical assistance and on-site training for assessments and final inspections.

Furthermore, not all HOMES and HEAR funding will be distributed by formula allocation, a large portion of the funding will be distributed to agencies completing multifamily projects and spending the largest percentage of overall funding.

## 2-4 Unit Multi-Family Projects

Agencies can use the IWx energy audit tool just as they do for single-family for assessing 2-4 unit multi-family projects. These projects can also be modeled in IWx and do not require an engineer's report.

2-4 unit buildings must meet the following eligibility requirements:

# of Units	Eligibility Requirements
2	1 (50%)
3	2 (67%)
4	2 (50%)

If a building meets these eligibility requirements, the entire building can be weatherized (including non-qualified units and common areas).

All units need to be assessed and final inspected. In terms of blower door diagnostic, whole building, guarded, or compartmentalized blower door test are optional. However, these tests are considered best practice. Assessors and final inspectors should also use the multi-family ASHRAE spreadsheet to calculate required ventilation.

**Community and Economic Development of Cook County  
(CEDA) 567 West Lake Street, Suite 1200**

**Chicago, Illinois 60661**

*Our mission is empowering individuals, families, and communities  
facing poverty to secure a better quality of life.*



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Community and Economic Development Association of Cook County, Inc.
CONTACT PERSON:	Galen Oforlock, CFO/COO
CONTACT EMAIL:	GOFENLOCH@CEDAORG.NET

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

Rev. 1-2025



All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:


[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Glen Ofenloch, CFO/COO Signature:  **Signature on File**

Title: CFO/COO Date: 7-22-25





## Care Center Requisition \$30,000 and Over

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

---

**File #:** HS-P-0038-25

**Agenda Date:** 8/5/2025

**Agenda #:** 7.A.

---

AWARDING RESOLUTION ISSUED TO  
UNIPAK CORPORATION  
TO PROVIDE TRASH AND RECYCLING CAN LINERS (SECTION B)  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$150,000.00)

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Unipak Corporation, to provide trash and recycling can liners, for the period of August 13, 2025 through August 12, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide trash and recycling can liners, for the period of August 13, 2025 through August 12, 2027 for the DuPage Care Center per bid #25-073-FM, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Unipak Corporation, Post Office Box 332, West Long Branch, New Jersey 07764, for a contract total amount of \$150,000.00.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1784	RFP, BID, QUOTE OR RENEWAL #: 25-073-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$150,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$300,000.00
	CURRENT TERM TOTAL COST: \$150,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Unipak Corporation	VENDOR #: 36322	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Brian Marcus	VENDOR CONTACT PHONE: 888-808-5120	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: customercare@unipakcorp.net	VENDOR WEBSITE:	DEPT REQ #: 7523	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Trash and recycling can liners for the DuPage Care Center, for the period August 13, 2025 through August 12, 2027, for a total amount not to exceed \$150,000.00, per bid 25-073-FM, Section B.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The DuPage Care Center uses trash and recycling can liners for trash and recycling for the cans through the Center. With liners, the trash is contained and odor associated with trash would be eliminated.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Unipak Corporation	Vendor#: 36322	Dept: DuPage Care Center	Division: Environmental Services
Attn: Brian Marcus	Email: customer@unipakcorp.net	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: PO Box 332	City: West Long Branch	Address: 400 N. County Farm Road	City: Wheaton
State: NJ	Zip: 07764	State: IL	Zip: 60187
Phone: 888-808-5120	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Unipak Corporation	Vendor#: 36322	Dept: DuPage Care Center	Division: Environmental Services
Attn: Brian Marcus	Email: customer@unipakcorp.net	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: PO Box 332	City: West Long Branch	Address: 400 N. County Farm Road	City: Wheaton
State: NJ	Zip: 07764	State: IL	Zip: 60187
Phone: 888-808-5120	Fax:	Phone: 630-784-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): August 13, 2025	Contract End Date (PO25): August 12, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		trash and recycling can liners	FY25	1200	2035	52280		22,494.00	22,494.00
2	1	EA		trash and recycling can liners	FY26	1200	2035	52280		75,000.00	75,000.00
3	1	EA		trash and recycling can liners	FY27	1200	2035	52280		52,506.00	52,506.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 150,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Trash and recycling can liners for the DuPage Care Center, for the period August 13, 2025 through August 12, 2027, for a total amount not to exceed \$150,000.00, per bid 25-073-FM, Section B.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. August 5, 2025   Human Services Committee                      August 12, 2025 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
TRASH CAN AND RECYCLING CAN LINERS 25-073-FM  
BID TABULATION



				Unipak Corp.		The Standard Companies		Creative Designs & Packaging, Inc.		Central Poly-Bag Corp.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
<b>SECTION A: FACILITIES MANAGEMENT</b>											
Group 1											
1a	Colonial Bag 40" x 46", 1.10 mil, Black, 250 liners/cs	CS	300			\$ 31.45	\$ 9,435.00	\$ 33.00	\$ 9,900.00		
1b	Alternate	CS	300	\$ 33.35	\$ 10,005.00					\$ 28.94	\$ 8,682.00
2a	Colonial Bag 24" x 23", 0.35 mil, Clear, 500 liners/cs	CS	300			\$ 7.82	\$ 2,346.00	\$ 7.93	\$ 2,379.00		
2b	Alternate	CS	300	\$ 7.18	\$ 2,154.00					\$ 10.93	\$ 3,279.00
3a	Colonial Bag 30" x 36", 0.50 mil, Clear, 250 liners/cs	CS	600			\$ 9.36	\$ 5,616.00	\$ 9.48	\$ 5,688.00		
3b	Alternate	CS	600	\$ 9.10	\$ 5,460.00					\$ 10.96	\$ 6,576.00
4a	Colonial Bag 40" x 46", 1.10 mil, Clear, 100 liners/cs	CS	600			\$ 14.46	\$ 8,676.00	\$ 14.66	\$ 8,796.00		
4b	Alternate	CS	600	\$ 13.48	\$ 8,088.00					\$ 13.77	\$ 8,262.00
Group 2											
5a	Colonial Bag 24" x 33", 0.35 mil, Gray, 500 liners	CS	100			\$ 8.15	\$ 815.00	\$ 8.26	\$ 826.00		
5b	Alternate	CS	100	\$ 10.40	\$ 1,040.00					\$ 10.96	\$ 1,096.00
6a	Colonial Bag 30" x 36", 0.50 mil, Gray, 250 liners/cs	CS	250			\$ 9.35	\$ 2,337.50	\$ 9.48	\$ 2,370.00		
6b	Alternate	CS	250	\$ 9.10	\$ 2,275.00					\$ 10.97	\$ 2,742.50



				Unipak Corp.		The Standard Companies		Creative Designs & Packaging, Inc.		Central Poly-Bag Corp.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
7a	Colonial Bag 40" x 46", 1.10 mil, Gray, 250 liners/cs	CS	500			\$ 33.03	\$ 16,515.00	\$ 33.00	\$ 16,500.00		
7b	Alternate	CS	500	\$ 34.25	\$ 17,125.00					\$ 28.93	\$ 14,465.00
8a	Colonial Bag 40" x 46", 3 mil, Black, 100 liners/cs	CS	500			\$ 35.63	\$ 17,815.00	\$ 36.15	\$ 18,075.00		
8b	Alternate	CS	500	\$ 30.80	\$ 15,400.00					\$ 27.98	\$ 13,990.00
Group 3											
9a	Colonial Bag 38" x 56", 22 mic, Clear, 150 liners/cs	CS	100			\$ 22.36	\$ 2,236.00	\$ 22.35	\$ 2,235.00		
9b	Alternate	CS	100	\$ 18.90	\$ 1,890.00					\$ 16.16	\$ 1,616.00
Group 4											
10a	Colonial Bag 30" x 36", 0.50 mil, Black, 250 liners/cs	CS	50			\$ 9.35	\$ 467.50	\$ 9.48	\$ 474.00		
10b	Alternate	CS	50	\$ 9.10	\$ 455.00					\$ 11.55	\$ 577.50
11a	Colonial Bag 40" x 46", 1.10 mil, Black, 250 liners/cs	CS	50			\$ 31.45	\$ 1,572.50	\$ 31.88	\$ 1,594.00		
11b	Alternate	CS	50	\$ 28.90	\$ 1,445.00					\$ 29.63	\$ 1,481.50
12a	Colonial Bag 24" x 23", 0.35 mil, Clear, 500 liners/cs	CS	50			\$ 7.82	\$ 391.00	\$ 7.93	\$ 396.50		
12b	Alternate	CS	50	\$ 7.18	\$ 359.00					\$ 11.61	\$ 580.50
SECTION B: CARE CENTER											
13a	Colonial Bag 30" x 36", 0.45 mil, Clear, 250 liners/cs	CS	3700			\$ 9.83	\$ 36,371.00	\$ 9.77	\$ 36,149.00		
13b	Alternate	CS	3700	\$ 8.25	\$ 30,525.00					\$ 10.94	\$ 40,478.00



				Unipak Corp.		The Standard Companies		Creative Designs & Packaging, Inc.		Central Poly-Bag Corp.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
14a	Colonial Bag 24" x 23", 0.45 mil, Clear, 250 liners/cs	CS	1200					\$ 10.21	\$ 12,252.00		
14b	Alternate	CS	1200	\$ 5.30	\$ 6,360.00					\$ 10.77	\$ 12,924.00
	Alternate	CS	600			\$ 10.29	\$ 6,174.00				
15a	Colonial Bag 40" x 46", 1.10 mil, Clear, 250 liners/cs	CS	3000			\$ 34.70	\$ 104,100.00	\$ 34.42	\$ 103,260.00		
15b	Alternate	CS	3000	\$ 32.80	\$ 98,400.00					\$ 34.98	\$ 104,940.00
GRAND TOTAL					\$ 200,981.00		\$ 214,867.50		\$ 220,894.50		\$ 221,690.00



				Interboro Packaging Corp.		Madoov Supplies, Inc.		Venus Supplies & Constructions	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
<b>SECTION A: FACILITIES MANAGEMENT</b>									
Group 1									
1a	Colonial Bag 40" x 46", 1.10 mil, Black, 250 liners/cs	CS	300			\$ 35.88	\$ 10,764.00	\$ 44.00	\$ 13,200.00
1b	Alternate	CS	300	\$ 34.34	\$ 10,302.00				
2a	Colonial Bag 24" x 23", 0.35 mil, Clear, 500 liners/cs	CS	300			\$ 8.93	\$ 2,679.00	\$ 11.35	\$ 3,405.00
2b	Alternate	CS	300	\$ 7.92	\$ 2,376.00				
3a	Colonial Bag 30" x 36", 0.50 mil, Clear, 250 liners/cs	CS	600			\$ 10.68	\$ 6,408.00	\$ 13.50	\$ 8,100.00
3b	Alternate	CS	600	\$ 11.82	\$ 7,092.00				
4a	Colonial Bag 40" x 46", 1.10 mil, Clear, 100 liners/cs	CS	600			\$ 16.50	\$ 9,900.00	\$ 20.35	\$ 12,210.00
4b	Alternate	CS	600	\$ 15.48	\$ 9,288.00				
Group 2									
5a	Colonial Bag 24" x 33", 0.35 mil, Gray, 500 liners	CS	100			\$ 9.30	\$ 930.00	\$ 12.00	\$ 1,200.00
5b	Alternate	CS	100	\$ 11.63	\$ 1,163.00				
6a	Colonial Bag 30" x 36", 0.50 mil, Gray, 250 liners/cs	CS	250			\$ 10.68	\$ 2,670.00	\$ 13.50	\$ 3,375.00
6b	Alternate	CS	250	\$ 11.82	\$ 2,955.00				
7a	Colonial Bag 40" x 46", 1.10 mil, Gray, 250 liners/cs	CS	500			\$ 37.68	\$ 18,840.00	\$ 46.00	\$ 23,000.00
7b	Alternate	CS	500	\$ 36.48	\$ 18,240.00				

				Interboro Packaging Corp.		Madoov Supplies, Inc.		Venus Supplies & Constructions	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
8a	Colonial Bag 40" x 46", 3 mil, Black, 100 liners/cs	CS	500			\$ 40.68	\$ 20,340.00	\$ 49.50	\$ 24,750.00
8b	Alternate	CS	500	\$ 18.72	\$ 9,360.00				
Group 3									
9a	Colonial Bag 38" x 58", 22 mic, Clear, 150 liners/cs	CS	100			\$ 25.50	\$ 2,550.00	\$ 31.50	\$ 3,150.00
9b	Alternate	CS	100	\$ 22.98	\$ 2,298.00				
Group 4									
10a	Colonial Bag 30" x 36", 0.50 mil, Black, 250 liners/cs	CS	50			\$ 10.68	\$ 534.00	\$ 13.75	\$ 687.50
10b	Alternate	CS	50	\$ 13.34	\$ 667.00				
11a	Colonial Bag 40" x 46", 1.10 mil, Black, 250 liners/cs	CS	50			\$ 35.88	\$ 1,794.00	\$ 43.75	\$ 2,187.50
11b	Alternate	CS	50	\$ 36.84	\$ 1,842.00				
12a	Colonial Bag 24" x 23", 0.35 mil, Clear, 500 liners/cs	CS	50			\$ 8.93	\$ 446.50	\$ 11.35	\$ 567.50
12b	Alternate	CS	50	\$ 9.68	\$ 484.00				
SECTION B: CARE CENTER									
13a	Colonial Bag 30" x 36", 0.45 mil, Clear, 250 liners/cs	CS	3700			\$ 11.24	\$ 41,588.00	\$ 14.35	\$ 53,095.00
13b	Alternate	CS	3700	\$ 11.82	\$ 43,734.00				

NO.	ITEM	UOM	QTY	Interboro Packaging Corp.		Madoov Supplies, Inc.		Venus Supplies & Constructions	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
14a	Colonial Bag 24" x 23", 0.45 mil, Clear, 250 liners/cs	CS	1200			\$ 11.75	\$ 14,100.00	\$ 15.25	\$ 18,300.00
14b	Alternate	CS	1200	\$ 7.48	\$ 8,976.00				
	Alternate	CS	600						
15a	Colonial Bag 40" x 46", 1.10 mil, Clear, 250 liners/cs	CS	3000			\$ 39.59	\$ 118,770.00	\$ 48.25	\$ 144,750.00
15b	Alternate	CS	3000	\$ 37.72	\$ 113,160.00				
<b>GRAND TOTAL</b>					\$ 231,937.00		\$ 252,313.50		\$ 311,977.50

**NOTES**

- Central Poly-Bag Corp.'s Bid Tabulation was adjusted to correct for submission errors:
  - NO. 4b when multiplied, ( $\$13.77 \times 600 = \$8,262.00$ ), resulted in an increase of \$6,885.00.
  - GRAND TOTAL was corrected from \$214,805.00 to \$221,690.00.
- Creative Design's & Packaging Inc.'s Bid Tabulation was adjusted to correct for submission errors:
  - NO. 3a when multiplied, ( $\$9.48 \times 600 = \$5,688.00$ ), resulted in a decrease of (\$5.33).
  - NO. 15a when multiplied, ( $\$34.42 \times 3000 = \$103,260.00$ ), resulted in an increase of \$92,934.00.
  - GRAND TOTAL was corrected from \$127,965.83 to \$220,894.50.
- ODP Business Solutions has been deemed non-response due to not meeting bid specifications.
- Pro Serve US LLC has been deemed non-response due to incomplete submission.
- Venus Supplies & Constructions' Bid Tabulation was adjusted to correct for submission errors:
  - NO. 15a when multiplied, ( $\$48.25 \times 3000 = \$144,750.00$ ), resulted in an increase of \$130,275.00.
  - GRAND TOTAL was corrected from \$181,702.50 to \$311,977.50.

Bid Opening 6/18/2025 @ 2:30 PM	BR, SR
Invitations Sent	80
Total Vendors Requesting Documents	7
Total Bid Responses	9

## BID PRICING FORM

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-073-FM
COMPANY NAME:	Unipak Corp.
CONTACT PERSON:	Brian Marcus
CONTACT EMAIL:	customercare@unipakcorp.net

### Section II: Pricing

The quantities provided are estimates. All goods are to be shipped F.O.B. Destination.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
<b>SECTION A: FACILITIES MANAGEMENT</b>					
Group 1					
1a	Manufacturer: Colonial Bag Liner Size: 40" x 46" Thickness: 1.10 mil Color: Black Case Count: 250 liners	CS	300	\$	\$
1b	Manufacturer: <i>UPC</i> Liner Size: <i>40x46</i> Thickness: <i>1.10 mil</i> Color: <i>BLACK</i> Case Count: <i>250</i> liners	CS	<i>300</i>	<i>\$ 33.35</i>	<i>\$ 10,005-</i>
2a	Manufacturer: Colonial Bag Liner Size: 24" x 23" Thickness: 0.35 mil Color: Clear Case Count: 500 liners	CS	300	\$	\$
2b	Manufacturer: <i>UPC</i> Liner Size: <i>24x23</i> Thickness: <i>.35 mil</i> Color: <i>clear</i> Case Count: <i>500</i> liners	CS	<i>300</i>	<i>\$ 7.18</i>	<i>\$ 2154-</i>
3a	Manufacturer: Colonial Bag Liner Size: 30" x 36" Thickness: 0.50 mil Color: Clear Case Count: 250 liners	CS	600	\$	\$
3b	Manufacturer: <i>UPC</i> Liner Size: <i>30x36</i> Thickness: <i>.50 mil</i> Color: <i>clear</i> Case Count: <i>250</i> liners	CS	—	<i>\$ 9.10</i>	<i>\$ 5460-</i>

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
4a	Manufacturer: Colonial Bag Liner Size: 40" x 46" Thickness: 1.10 mil Color: Clear Case Count: 100 liners	CS	600	\$	\$
4b	Manufacturer: <i>UPC</i> Liner Size: <i>40 x 46</i> Thickness: <i>1.1 mil</i> Color: <i>clear</i> Case Count: <i>100</i> liners	CS	<i>600</i>	\$ <i>13.48</i>	\$ <i>8088-</i>
Group 2					
5a	Manufacturer: Colonial Bag Liner Size: 24" x 33" Thickness: 0.35 mil Color: Gray Case Count: 500 liners	CS	100	\$	\$
5b	Manufacturer: <i>UPC</i> Liner Size: <i>24 x 33</i> Thickness: <i>.35 mil</i> Color: <i>gray</i> Case Count: <i>500</i> liners	CS	<i>100</i>	\$ <i>10.40</i>	\$ <i>1040-</i>
6a	Manufacturer: Colonial Bag Liner Size: 30" x 36" Thickness: 0.50 mil Color: Gray Case Count: 250 liners	CS	250	\$	\$
6b	Manufacturer: <i>UPC</i> Liner Size: <i>30 x 36</i> Thickness: <i>.50 mil</i> Color: <i>gray</i> Case Count: <i>250</i> liners	CS	<i>250</i>	\$ <i>9.10</i>	\$ <i>2275-</i>
7a	Manufacturer: Colonial Bag Liner Size: 40" x 46" Thickness: 1.10 mil Color: Gray Case Count: 250 liners	CS	500	\$	\$
7b	Manufacturer: <i>UPC</i> Liner Size: <i>40 x 46</i> Thickness: <i>1.1 mil</i> Color: <i>gray</i> Case Count: <i>250</i> liners	CS	<i>500</i>	\$ <i>34.25</i>	\$ <i>17,125-</i>
8a	Manufacturer: Colonial Bag Liner Size: 40" x 46" Thickness: 3 mil Color: Black Case Count: 100 liners	CS	500	\$	\$

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
8b	Manufacturer: <i>vpc</i> Liner Size: <i>40x46</i> Thickness: <i>3 mil</i> Color: <i>Black</i> Case Count: <i>100</i> liners	CS	<i>500</i>	\$ <i>30.80</i>	\$ <i>15,400 -</i>
Group 3					
9a	Manufacturer: Colonial Bag Liner Size: 38" x 58" Thickness: 22 mic (high density) Color: Clear Case Count: 150 liners	CS	100	\$	\$
9b	Manufacturer: <i>vpc</i> Liner Size: <i>38x58</i> Thickness: <i>22 mic</i> Color: <i>Clear</i> Case Count: <i>150</i> liners	CS	<i>100</i>	\$ <i>18.90</i>	\$ <i>1890 -</i>
Group 4					
10a	Manufacturer: Colonial Bag Liner Size: 30" x 36" Thickness: 0.50 mil Color: Black Case Count: 250 liners	CS	50	\$	\$
10b	Manufacturer: <i>vpc</i> Liner Size: <i>30x36</i> Thickness: <i>50 mil</i> Color: <i>Black</i> Case Count: <i>250</i> liners	CS	<i>50</i>	\$ <i>9.10</i>	\$ <i>455 -</i>
11a	Manufacturer: Colonial Bag Liner Size: 40" x 46" Thickness: 1.10 mil Color: Black Case Count: 250 liners	CS	50	\$	\$
11b	Manufacturer: <i>vpc</i> Liner Size: <i>40x46</i> Thickness: <i>1.1 mil</i> Color: <i>Black</i> Case Count: <i>250</i> liners	CS	<i>50</i>	\$ <i>28.90</i>	\$ <i>1445 -</i>
12a	Manufacturer: Colonial Bag Liner Size: 24" x 23" Thickness: 0.35 mil Color: Clear Case Count: 500 liners	CS	50	\$	\$
12b	Manufacturer: <i>24x23</i> Liner Size: <i>35 mil</i> Thickness: <i>Clear</i> Color: <i>Clear</i> Case Count: <i>500</i> liners	CS	<i>50</i>	\$ <i>7.18</i>	\$ <i>359 -</i>
SECTION A TOTAL					\$ <i>65,696 -</i>

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
<b>SECTION B: CARE CENTER</b>					
13a	Manufacturer: Colonial Bag Liner Size: 30" x 36" Thickness: 0.45 mil Color: Clear Case Count: 250 liners	CS	3700	\$	\$
13b	Manufacturer: <i>UPC</i> Liner Size: <i>30 x 36</i> Thickness: <i>0.45</i> Color: <i>clear</i> Case Count: <i>250</i> liners	CS	<i>3700</i>	<i>\$ 8.25</i>	<i>\$ 30,525-</i>
14a	Manufacturer: Colonial Bag Liner Size: 24" x 23" Thickness: 0.45 mil Color: Clear Case Count: 250 liners	CS	1200	\$	\$
14b	Manufacturer: <i>UPC</i> Liner Size: <i>24 x 23</i> Thickness: <i>0.45 mil</i> Color: <i>clear</i> Case Count: <i>250</i> liners	CS	<i>1200</i>	<i>\$ 5.30</i>	<i>\$ 6360 -</i>
15a	Manufacturer: Colonial Bag Liner Size: 40" x 46" Thickness: 1.10 mil Color: Clear Case Count: 250 liners	CS	3000	\$	\$
15b	Manufacturer: <i>UPC</i> Liner Size: <i>40 x 46</i> Thickness: <i>1.1 mil</i> Color: <i>clear</i> Case Count: <i>250</i> liners	CS	<i>3000</i>	<i>\$ 32.80</i>	<i>\$ 98,400 -</i>
SECTION B TOTAL					<i>\$ 135,285-</i>
GRAND TOTAL					<i>\$ 200,981-</i>
GRAND TOTAL (In words) <i>Two hundred thousand Nine hundred Eighty One Dollars</i>					

### Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: Brian Marcus Signature: 

Title: President Date: 6/16/25





DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## MANDATORY FORM

### **Section I: Contact Information**

Complete the contact information below.

BID NUMBER:	25-073-FM
COMPANY NAME:	Unipak Corp.
MAIN ADDRESS:	PO Box 332
CITY, STATE, ZIP CODE:	West Long Branch NJ, 07764
TELEPHONE NO.:	888-808-5120
BID CONTACT PERSON:	Brian Marcus
CONTACT EMAIL:	customercare@unipakcorp.net

### **Section II: Contract Administration Information**

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Unipak Corp.	NAME:	Unipak Corp.
CONTACT:	Brian Marcus	CONTACT:	Brian Marcus
ADDRESS:	PO Box 332	ADDRESS:	PO Box 332
CITY, ST., ZIP:	West Long Branch NJ, 07764	CITY, ST., ZIP:	West Long Branch NJ, 07764
PHONE NO.:	888-808-5120	PHONE NO.:	888-808-5120
EMAIL:	customercare@unipakcorp.net	EMAIL:	customercare@unipakcorp.net

### Section III: Certification

The undersigned certifies that they are:

- ☒ The Owner or Sole Proprietor      ☐ A Member authorized to sign on behalf of the Partnership      ☐ An Officer of the Corporation      ☐ A Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Brian Marcus

(President or Partner)

Brian Marcus

(Vice-President or Partner)

Brian Marcus

(Secretary or Partner)

Brian Marcus

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1,           , and            issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.


If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Brian Marcus

Signature: 

Title: President

Date: 6/16/25



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-073-FM
COMPANY NAME:	Unipak Corp.
CONTACT PERSON:	Brian Marcus
CONTACT EMAIL:	customercare@unipakcorp.net

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Brian Marcus

Signature: 

Title: President

Date: 6/16/25



## Care Center Requisition \$30,000 and Over

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

---

**File #:** HS-P-0039-25

**Agenda Date:** 8/5/2025

**Agenda #:** 7.B.

---

AWARDING RESOLUTION ISSUED TO  
CARDINAL HEALTH, INCORPORATED  
FOR PRIMARY PHARMACEUTICALS FOR INPATIENT AND OUTPATIENT PHARMACY SERVICES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$4,500,000.00)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for Primary Pharmaceuticals for inpatient and outpatient services; and

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

WHEREAS, the Human Services recommends County Board approval for the issuance of a contract to Cardinal Health, Incorporated, FOR , Primary Pharmaceuticals for inpatient and outpatient services, for the period of September 1, 2025 through August 31, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for Primary Pharmaceuticals for inpatient and outpatient services, for the period of September 1, 2025 through August 31, 2027, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Cardinal Health, Incorporated, 7000 Cardinal Place, Dublin, Ohio 43017, for a contract total amount not to exceed \$4,500,000.00, per contract pursuant to the State of Illinois contract #22-416CMS-BOSS4-P-33618.

Enacted and approved this 12<sup>th</sup> day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1786	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$4,500,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$4,500,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Cardinal Health, Inc.	VENDOR #: 22472	DEPT: DuPage Care Center	DEPT CONTACT NAME: Jonathan Klimek
VENDOR CONTACT: Dan Hartl	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-784-4275	DEPT CONTACT EMAIL: jonathan.kliemek@dupageco.org
VENDOR CONTACT EMAIL: dan.hartl@cardinalhealth.com	VENDOR WEBSITE:	DEPT REQ #: 7522	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract purchase order for Primary Pharmaceuticals for inpatient and outpatient pharmacy services, for the DuPage Care Center, for the period September 1, 2025 through August 31, 2027, for a total contract amount not to exceed \$4,500,000.00, contract pursuant to State of IL Contract #22-416CMS-BOSS4-P-33618.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To Purchase and supply pharmaceuticals for in patient and out patient pharmacy services at the DuPage Care Center			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. State of IL Contract #22-416CMS-BOSS4-P-33618.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Recommendation to approve Contract purchase order for Primary Pharmaceuticals for inpatient and outpatient pharmacy services, for the DuPage Care Center, for the period September 1, 2025 through August 31, 2027, for a total contract amount not to exceed \$4,500,000.00, per State of IL Contract #22-416CMS-BOSS4-P-33618. 2) Do not approve Contract purchase order for Primary Pharmaceuticals for inpatient and outpatient pharmacy services, for the DuPage Care Center, for the period September 1, 2025 through August 31, 2027, for a total contract amount not to exceed \$4,500,000.00, per State of IL Contract #22-416CMS-BOSS4-P-33618, however, Pharmaceuticals would still need to be purchased to serve the residents of the Care Center for good quality of care, Dispensary of Hope Program and out patient pharmacy, which could mean a loss of revenue.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Cardinal Health, Inc.	Vendor#: 22472	Dept: DuPage Care Center	Division: Pharmacy
Attn: Dan Hartl	Email: dan.hartl@cardinalhealth.com	Attn: Jonathan Klimek	Email: jonathan.klimek@dupageco.org
Address: 7000 Cardinal Place	City: Dublin	Address: 400 N. County Farm Road	City: Wheaton
State: OH	Zip: 43017	State: IL	Zip: 60187
Phone: 614-757-7468	Fax:	Phone: 630-784-4275	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Cardinal Health, Inc.	Vendor#: 22472	Dept: DuPage Care Center	Division: Pharmacy
Attn:	Email:	Attn: Jonathan Klimek	Email: jonathan.klimek@dupageco.org
Address: 5303 Collections Center Drive	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60693	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4275	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): September 1, 2025	Contract End Date (PO25): August 31, 2027
Contract Administrator (PO25): Christine Kliebhan			



**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Pharmaceuticals for inpatient drugs	FY25	1200	2085	52300		700,000.00	700,000.00
2	1	EA		Pharmaceuticals for outpatient drugs	FY25	1200	2090	52300		300,000.00	300,000.00
3	1	EA		Pharmaceuticals for inpatient drugs	FY26	1200	2085	52300		1,500,000.00	1,500,000.00
4	1	EA		Pharmaceuticals for outpatient drugs	FY26	1200	2090	52300		250,000.00	250,000.00
5	1	EA		Pharmaceuticals for inpatient drugs	FY27	1200	2085	52300		1,500,000.00	1,500,000.00
6	1	EA		Pharmaceuticals for outpatient drugs	FY27	1200	2090	52300		250,000.00	250,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 4,500,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for Primary Pharmaceuticals for inpatient and outpatient pharmacy services, for the DuPage Care Center, for the period September 1, 2025 through August 31, 2027, for a total contract amount not to exceed \$4,500,000.00, contract pursuant to State of IL Contract #22-416CMS-BOSS4-P-33618.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. August 5, 2025 Human Services Committee      August 12, 2025 County Board Meeting
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

# STATE OF ILLINOIS CONTRACT

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

---

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

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

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☒ No


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

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


# STATE OF ILLINOIS CONTRACT

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

## VENDOR

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

## STATE OF ILLINOIS

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

**AGENCY USE ONLY****NOT PART OF CONTRACTUAL PROVISIONS**

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

## **1. DESCRIPTION OF SUPPLIES AND SERVICES**

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

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

### **1.2. SUPPLIES AND/OR SERVICES REQUIRED:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

### **1.3. MILESTONES AND DELIVERABLES:**

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

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

The report will be sent to the following email address:  
[CMS.BOSS.Sourcing@illinois.gov](mailto:CMS.BOSS.Sourcing@illinois.gov).

**1.4. VENDOR / STAFF SPECIFICATIONS:**

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

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

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

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

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

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

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

**1.5. TRANSPORTATION AND DELIVERY:**

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

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

## **1.6. SUBCONTRACTING**

Subcontractors are allowed.

- 1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

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

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

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

- Subcontractor Name: 1st Choice Delivery

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

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

Description of Work: deliveries

- Subcontractor Name: Zip Express Courier

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

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

Description of Work: deliveries

- Subcontractor Name: United Delivery Service, LTD

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

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

Description of Work: deliveries

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

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

#### **1.7. SUCCESSOR VENDOR**

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

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

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

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

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

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

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

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

## **2. PRICING**

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

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

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

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

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

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

### **2.5 VENDOR'S PRICING:**

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

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

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

2.5.3.1 New drugs enter the market

2.5.3.2 Deletions or discontinued drugs

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

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

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

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



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

## **2.6 ECONOMIC ADJUSTMENT:**

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

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

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

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

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

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

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

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

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

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

### 3. TERM AND TERMINATION

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

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

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

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

- 3.2 RENEWAL: N/A**

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

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

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

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

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

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

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

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

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

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

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

Send invoices to:

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

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

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

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

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

20



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

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

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

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

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

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

**4.17 ANTI-TRUST ASSIGNMENT:** N/A.

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

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

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

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

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

23

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

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

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

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

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

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

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

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

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

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

## 5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

5.3. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐ Required Federal Clauses, Certifications and Assurances

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

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

☒ Agency Specific Terms and Conditions

5.4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.7. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.8. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.9. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

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



## Attachment A

### Pricing Matrix & 340B Compliance

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

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

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

#### Quarterly 340B Compliance Based Pricing Adjustment

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



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	State of Illinois #22-416CMS-BOSS4-P-33618
COMPANY NAME:	Cardinal Health 110 LLC
CONTACT PERSON:	Dan Hartl
CONTACT EMAIL:	dan.hartl@cardinalhealth.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Wendy Sease

Signature 

Title: Senior Director, Account Management

Date: 07/17/2025



## Care Center Requisition \$30,000 and Over

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

---

**File #:** HS-P-0040-25

**Agenda Date:** 8/5/2025

**Agenda #:** 7.C.

---

AWARDING RESOLUTION ISSUED TO  
SENIOR MEDICAL CARE, PLLC  
TO PROVIDE PROFESSIONAL SERVICES FOR A MEDICAL DIRECTOR  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$48,000.00)

WHEREAS, an agreement for professional services not subject to competitive bidding per 55 ILCS 5/5-1022(c) has been negotiated in accordance with 2-353(1)(b) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of the contract to be issued to Senior Medical Care, PLLC, to provide professional services for a Medical Director, for the period of September 1, 2025 through August 31, 2026, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide professional services for a Medical Director, for the period of September 1, 2025 through August 31, 2026, for the DuPage Care Center, be, and it is hereby approved for the issuance of a contract by the Procurement Division to Senior Medical Care, PLLC, 923 Delles Road, Wheaton, Illinois 60189, for a contract total amount of \$48,000.00.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1788	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$48,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$192,000.00
	CURRENT TERM TOTAL COST: \$48,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Senior Medical Care, PLLC	VENDOR #: 44696	DEPT: DuPage Care Center	DEPT CONTACT NAME: Anita Rajagopal
VENDOR CONTACT: Dr. Angelo Miele	VENDOR CONTACT PHONE: 630-254-2271	DEPT CONTACT PHONE #: 630-784-4200	DEPT CONTACT EMAIL: anita.rajagopal@dupagecounty.gov
VENDOR CONTACT EMAIL: admiele@comcast.net	VENDOR WEBSITE:	DEPT REQ #: 7519	

#### 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.). Professional Services for a Medical Director for the DuPage Care Center, for the Period September 1, 2025 through August 31, 2026, for a contract amount not to exceed \$48,000.00, per Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  
Facility needs to engage the services of a Physician to act as Medical Director per State and Federal regulations. The Medical Director gives medical direction to the staff and other Physicians. He/She sees and cares for residents and oversees their medical conditions. Sits in on several different standing committee meetings. Regular in servicing of staff as to proper best care practices. Continuous resources to staff and is on call 24 hours a day/7days per week.  
Licensure requirement and assurance of quality care of the residents of the DuPage Care Center.

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

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

OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Quality of Life
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) DPCC recommends the approval of Medical Director Services for the DuPage Care Center, for the period September 25, 2025 through September 24, 2026. 2) Do not approve Medical Director Services for the DuPage Care Center, for the period September 25, 2025 through September 24, 2026, however, this function is a requirement of the Illinois Department of Public Health for licensure. Not only is it a licensure requirement, but it also is necessary to meet the DPCC resident's medical needs and to help ensure quality of life.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Senior Medical Care, PLLC	Vendor#: 44696	Dept: DuPage Care Center	Division: Administration/Nursing
Attn: Dr. Angelo Miele	Email: admiele@comcast.net	Attn: Anita Rajagopal	Email: Anita.rajagopal@dupagecounty.gov
Address: 923 Delles Road	City: Wheaton	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60189	State: IL	Zip: 60187
Phone: 630-254-2271	Fax:	Phone: 630-784-4200	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Senior Medical Care, PLLC	Vendor#: 44696	Dept: DuPage Care Center	Division: Administration/Nursing
Attn: Dr. Angelo Miele	Email: admiele@comcast.net	Attn: Anita.Rajagopal	Email: Anita.Rajagopal@dupagecounty.gov
Address: 923 Delles Road	City: Wheaton	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60189	State: IL	Zip: 60187
Phone: 630-254-2271	Fax:	Phone: 630-784-4200	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): September 1, 2025	Contract End Date (PO25): August 31, 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	EA		Medical Director	FY25	1200	2050	53070		12,000.00	12,000.00
2	1	EA		Medical Director	FY26	1200	2050	53070		36,000.00	36,000.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 48,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Services for a Medical Director for the DuPage Care Center, for the Period September 1, 2025 through August 31, 2026, for a contract amount not to exceed \$48,000.00, per Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. August 5, 2025 Human Services Committee    August 12, 2025 County Board Meeting
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



The County of DuPage  
Finance Department  
Procurement Division, Room 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Senior Medical Care PLLC, located at 923 Delles Road, Wheaton, IL 60187, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-DR. MIELE which became effective on 9/1/2024 and which will expire 8/31/2025. The contract is subject to the first option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 8/31/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

#### THE COUNTY OF DUPAGE

#### CONTRACTOR

SIGNATURE

SIGNATURE

Sara Rogers

ANGELLO MIELE  
Senior Medical Care, PLLC

PRINTED NAME

PRINTED NAME

Buyer I

Contractor

PRINTED TITLE

PRINTED TITLE

DATE

DATE

7/7/25





## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Senior Medical Care, PLLC
CONTACT PERSON:	Angela Miele
CONTACT EMAIL:	admiele@comcast.net

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: ANGELO MIELE

Signature: 

Title: M.D. Contractor (medical director)

Date: 2/7/25



## Care Center Requisition \$30,000 and Over

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

---

**File #:** HS-P-0041-25

**Agenda Date:** 8/5/2025

**Agenda #:** 7.D.

---

AWARDING RESOLUTION ISSUED TO  
PRAIRIE FARMS DAIRY, INCORPORATED  
FOR FLUID DAIRY  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$45,000.00)

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Prairie Farms Incorporated, for fluid dairy, for the period of September 25, 2025 through September 24, 2026, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for fluid dairy, for the period of September 25, 2025 through September 24, 2026 for the DuPage Care Center per bid renewal #24-100-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Prairie Farms Incorporated, 13938 Keeler Avenue, Crestwood, Illinois 60418, for a contract total amount of \$45,000.00.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1790	RFP, BID, QUOTE OR RENEWAL #: 24-100-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$53,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$188,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Prairie Farms Dairy, Inc.	VENDOR #: 44692	DEPT: DuPage Care Center	DEPT CONTACT NAME: Mario Plata
VENDOR CONTACT: Jason Bittner	VENDOR CONTACT PHONE: 708-597-2200	DEPT CONTACT PHONE #: 630-784-4416	DEPT CONTACT EMAIL: mario.plata@dupagecounty.gov
VENDOR CONTACT EMAIL: jbittner@prairiefarms.com	VENDOR WEBSITE:	DEPT REQ #: 7521	
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.). Fluid dairy for the DuPage Care Center residents, cafeteria and cafes' located on County Campus, for the period September 25, 2025 through September 24, 2026, for a contract not to exceed \$45,000, under bid renewal #24-100-DCC, first of three optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Fluid dairy items are required to provide well balanced meals that meet nutritional requirements and IDPH regulations. The Care Center has decided to split this bid amongst the two (2) vendors that submitted bids, to ensure that the DPCC will not have disruption in milk service.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Prairie Farms Dairy, Inc.	Vendor#: 44692	Dept: DuPage Care Center	Division: Dining Services
Attn: Jason Bittner	Email: JBITTNER@pairiefarms.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 13938 Keeler Avenue	City: Crestwood	Address: 400 N. County Farm RoadIL	City: Wheaton
State: IL	Zip: 60418	State: IL	Zip: 60187
Phone: 708-597-2200	Fax: 708-597-2239	Phone: 630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Prairie Farms Dairy, Inc.	Vendor#: 44692	Dept: DuPage Care Center	Division: Dining Services
Attn: Dennah Swewczyk	Email: dszewczyk@prairiefarms.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 2110 Ogilby Road	City: Rockford	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 61102	State: IL	Zip: 60187
Phone: 815-968-0441 x114	Fax:	Phone: 630-784-4416	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): September 25, 2025	Contract End Date (PO25): September 24, 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	EA		fluid dairy	FY25	1200	2025	52210		11,000.00	11,000.00
2	1	EA		fluid dairy	FY26	1200	2025	52210		34,000.00	34,000.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 45,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Fluid dairy for the DuPage Care Center residents, cafeteria and cafes' located on County Campus, for the period September 25, 2025 through September 24, 2026, for a contract not to exceed \$45,000, under bid renewal #24-100-DCC, first of three optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Human Services Committee August 5, 2025      County Board August 12, 2025
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
FLUID DAIRY 24-100-DCC  
BID TABULATION

				McMahon Food Corporation		Prairie Farms Dairy, Inc.	
NO.	ITEM			PERCENTAGE		PERCENTAGE	
SECTION 1 - MARK-UP PERCENTAGE							
1	Mark-up			2%		0%	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
SECTION 2 - FLUID DAIRY							
May 2024 Unit Pricing							
2	Whole Milk	8 oz.	2,400	\$ 0.2918	\$ 700.32	\$ 0.3839	\$ 921.36
3	2% Milk	GAL	68	\$ 3.5706	\$ 242.80	\$ 5.3045	\$ 360.71
4	2% Milk	8 oz.	6,800	\$ 0.2584	\$ 1,757.12	\$ 0.3616	\$ 2,458.88
5	2% Milk (plastic)	PT	468	\$ 0.8290	\$ 387.97		
5.1	2% Milk (plastic)	14 oz.	468			\$ 1.2386	\$ 579.66
6	Skim Milk	GAL	72	\$ 2.9792	\$ 214.50	\$ 5.0145	\$ 361.04
7	Skim Milk	8 oz.	5,400	\$ 0.2040	\$ 1,101.60	\$ 0.3301	\$ 1,782.54
8	1% Chocolate Milk	PT	468	\$ 0.8500	\$ 397.80		
8.1	1% Chocolate Milk	14 oz.	468			\$ 1.1410	\$ 533.99
9	Fat Free Chocolate Milk	8 oz.	3,000	\$ 0.2347	\$ 704.10	\$ 0.3601	\$ 1,080.30
10	Half & Half	QT	688	\$ 3.9377	\$ 2,709.14	\$ 4.6222	\$ 3,180.07
11	1% Lactaid - 8 oz., 12/case	CS	140				
11.1	1% Lactaid - 8 oz., 27/case	CS	63	\$ 30.4074	\$ 1,915.67	\$ 28.5228	\$ 1,796.94
12	1% Lactaid - ½ GAL, 8/case	CS	40			NO BID	
12.1	1% Lactaid - ½ GAL, 6/case	CS	54	\$ 20.6806	\$ 1,116.75		
June 2024 Unit Pricing							
13	Whole Milk	8 oz.	2,400	\$ 0.3265	\$ 783.60	\$ 0.3871	\$ 929.04
14	2% Milk	GAL	68	\$ 3.7153	\$ 252.64	\$ 5.3511	\$ 363.87
15	2% Milk	8 oz.	6,800	\$ 0.2918	\$ 1,984.24	\$ 0.3641	\$ 2,475.88
16	2% Milk (plastic)	PT	468	\$ 0.8471	\$ 396.44		
16.1	2% Milk (plastic)	14 oz.	468			\$ 1.1281	\$ 527.95
17	Skim Milk	GAL	72	\$ 3.0956	\$ 222.88	\$ 5.0416	\$ 363.00
18	Skim Milk	8 oz.	5,400	\$ 0.2359	\$ 1,273.86	\$ 0.3317	\$ 1,791.18
19	1% Chocolate Milk	PT	468	\$ 0.8662	\$ 405.38		
19.1	1% Chocolate Milk	14 oz.	468			\$ 1.1388	\$ 532.96
20	Fat Free Chocolate Milk	8 oz.	3,000	\$ 0.2666	\$ 799.80	\$ 0.3614	\$ 1,084.20
21	Half & Half	QT	688	\$ 3.9738	\$ 2,733.97	\$ 4.5998	\$ 3,164.66
22	1% Lactaid - 8 oz., 12/case	CS	140				
22.1	1% Lactaid - 8 oz., 27/case	CS	63	\$ 30.4074	\$ 1,915.67	\$ 28.5228	\$ 1,796.94
23	1% Lactaid - ½ GAL, 8/case	CS	40			NO BID	
23.1	1% Lactaid - ½ GAL, 6/case	CS	54	\$ 20.6806	\$ 1,116.75		

				✓ McMahon Food Corporation		✓ Prairie Farms Dairy, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
July 2024 Unit Pricing							
24	Whole Milk	8 oz.	2,400	\$ 0.3330	\$ 799.20	\$ 0.3975	\$ 954.00
25	2% Milk	GAL	68	\$ 3.8106	\$ 259.12	\$ 5.4993	\$ 373.95
26	2% Milk	8 oz.	6,800	\$ 0.2978	\$ 2,025.04	\$ 0.3737	\$ 2,541.16
27	2% Milk (plastic)	PT	468	\$ 0.8590	\$ 402.01		
27.1	2% Milk (plastic)	14 oz.	468			\$ 1.2629	\$ 591.04
28	Skim Milk	GAL	72	\$ 3.1771	\$ 228.75	\$ 5.1760	\$ 372.67
29	Skim Milk	8 oz.	5,400	\$ 0.2411	\$ 1,301.94	\$ 0.3402	\$ 1,837.08
30	1% Chocolate Milk	PT	468	\$ 0.8772	\$ 410.53		
30.1	1% Chocolate Milk	14 oz.	468			\$ 1.1631	\$ 544.33
31	Fat Free Chocolate Milk	8 oz.	3,000	\$ 0.2718	\$ 815.40	\$ 0.3702	\$ 1,110.60
32	Half & Half	QT	688	\$ 4.0078	\$ 2,757.37	\$ 4.6622	\$ 3,207.59
33	1% Lactaid - 8 oz., 12/case	CS	140				
33.1	1% Lactaid - 8 oz., 27/case	CS	63	\$ 30.4074	\$ 1,915.67	\$ 28.5228	\$ 1,796.94
34	1% Lactaid - ½ GAL, 8/case	CS	40			NO BID	
34.1	1% Lactaid - ½ GAL, 6/case	CS	54	\$ 20.9254	\$ 1,129.97		
GRAND TOTAL					\$ 35,178.01		\$ 39,414.53

#### NOTES

1. McMahon Food Corporation Grand Total was incorrectly calculated and has been adjusted to \$35,178.01 from \$35,178.48.
2. Prairie Farms Dairy, Inc provided unit pricing instead of case pricing for Items 11, 22 and 33. Price and Extended Price have been corrected and highlighted to note errors. Grand Total corrected to \$39,414.53 from \$34,931.02.

Bid Opening 9/4/2024 @ 10:00 AM	BR, HK
Invitations Sent	22
Total Vendors Requesting Documents	1
Total Bid Responses	2





The County of DuPage  
Finance Department  
Procurement Division, Room 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Prairie Farms Dairy, Inc. located at 2110 Ogilby Rd., Rockford, IL 61102, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-100-DCC which became effective on 9/25/2024 and which will expire 9/24/2025. The contract is subject to the first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 9/24/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

#### THE COUNTY OF DUPAGE

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

#### CONTRACTOR

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

**SECTION 9 - MANDATORY FORM  
FLUID DAIRY 24-100-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Prairie Farms Dairy Inc		
Main Business Address	13938 Keeler Ave		
City, State, Zip Code	Crestwood, IL 60418		
Telephone Number	708-597-2200	Email Address	JBITTNER@
Bid Contact Person	Jason Bittner      prairiefarms.com		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor     
 ☐ a Member authorized to sign on behalf of the Partnership     
 ☒ an <sup>Manager</sup>~~Officer~~ of the Corporation     
 ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Jason Bittner  
 (President or Partner) Branch Manager      (Vice-President or Partner)  
 \_\_\_\_\_  
 (Secretary or Partner)      (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Jason Bittner	NAME	Dennah Swenczyk
CONTACT	Prairie Farms Dairy	CONTACT	Prairie Farms Dairy
ADDRESS	13938 Keeler Ave	ADDRESS	2110 Ogilby Rd
CITY ST ZIP	Crestwood IL 60448	CITY ST ZIP	Rockford, IL 61102
TX	708-597-2200	TX	815-968-0441 x 114
FX	708-597-2239	FX	
EMAIL	JBITTER@PrairieFarms.com	EMAIL	DSZEWYCZYK@PrairieFarms.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: mario.plata@dupageco.org		DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: mario.plata@dupageco.org	

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

# Prairie Farms Dairy, Inc.

## SECTION 7 - BID FORM PRICING

The quantities listed are approximate monthly usages and are for bid canvassing purposes only. All goods are to be shipped F.O.B destination.

NO	ITEM				PERCENTAGE	
SECTION 1 - MARK-UP PERCENTAGE						
1	Mark-up				Zero %	
NO	ITEM	UOM	MANUFACTURER NO.	QTY	PRICE	EXTENDED PRICE
SECTION 2 - FLUID DAIRY						
May 2024 Unit Pricing						
2	Whole Milk	8 oz.	1165	2,400	\$ 0.3839	\$ 921.36
3	2% Milk	GAL	1229	68	\$ 5.3045	\$ 360.71
4	2% Milk	8 oz.	1331	6,800	\$ 0.3616	\$ 2,458.88
5	2% Milk (plastic)	PT	29579 (14oz)	468	\$ 1.2386	\$ 579.66
6	Skim Milk	GAL	1421	72	\$ 5.0145	\$ 361.04
7	Skim Milk	8 oz.	5404	5,400	\$ 0.3301	\$ 1,782.54
8	1% Chocolate Milk	PT	29586 (14 oz)	468	\$ 1.1410	\$ 533.99
9	Fat Free Chocolate Milk	8 oz.	6926	3,000	\$ 0.3601	\$ 1,080.30
10	Half & Half	QT	1591 (Ultra Pasturized)	688	\$ 4.6222	\$ 3,180.07
11	1% Lactaid - 8 oz., 12/case	CS	34255 (27 cs)	140	\$ 1.0564	\$ 147.90
12	1% Lactaid - ½ GAL, 8/case	CS	24870 (2%, 6 cs)	40	\$ 3.8634	\$ 154.54
June 2024 Unit Pricing						
13	Whole Milk	8 oz.	1165	2,400	\$ 0.3871	\$ 929.04
14	2% Milk	GAL	1229	68	\$ 5.3511	\$ 363.87
15	2% Milk	8 oz.	1331	6,800	\$ 0.3641	\$ 2,475.88
16	2% Milk (plastic)	PT	29579 (14oz)	468	\$ 1.1281	\$ 527.95
17	Skim Milk	GAL	1421	72	\$ 5.0416	\$ 363.00
18	Skim Milk	8 oz.	5404	5,400	\$ 0.3317	\$ 1,791.18
19	1% Chocolate Milk	PT	29586 (14 oz)	468	\$ 1.1388	\$ 532.96
20	Fat Free Chocolate Milk	8 oz.	6926	3,000	\$ 0.3614	\$ 1,084.20
21	Half & Half	QT	1591 (Ultra Pasturized)	688	\$ 4.5998	\$ 3,164.66
22	1% Lactaid - 8 oz., 12/case	CS	34255 (27 cs)	140	\$ 1.0564	\$ 147.90
23	1% Lactaid - ½ GAL, 8/case	CS	24870 (2%, 6 cs)	40	\$ 3.8634	\$ 154.54
July 2024 Unit Pricing						
24	Whole Milk	8 oz.	1165	2,400	\$ 0.3975	\$ 954.00
25	2% Milk	GAL	1229	68	\$ 5.4993	\$ 373.95
26	2% Milk	8 oz.	1331	6,800	\$ 0.3737	\$ 2,541.16
27	2% Milk (plastic)	PT	29579 (14oz)	468	\$ 1.2629	\$ 591.04
28	Skim Milk	GAL	1421	72	\$ 5.1760	\$ 372.67
29	Skim Milk	8 oz.	5404	5,400	\$ 0.3402	\$ 1,837.08
30	1% Chocolate Milk	PT	29586 (14 oz)	468	\$ 1.1631	\$ 544.33
31	Fat Free Chocolate Milk	8 oz.	6926	3,000	\$ 0.3702	\$ 1,110.60
32	Half & Half	QT	1591 (Ultra Pasturized)	688	\$ 4.6622	\$ 3,207.59
33	1% Lactaid - 8 oz., 12/case	CS	34255 (27 cs)	140	\$ 1.0564	\$ 147.90
34	1% Lactaid - ½ GAL, 8/case	CS	24870 (2%, 6 cs)	40	\$ 3.8634	\$ 154.54
GRAND TOTAL						\$ 34,931.02
GRAND TOTAL (In Words)						

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X

[Redacted Signature]

(Signature and Title)

Branch Manager

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 2 day of September AD, 2024

[Redacted Notary Signature]

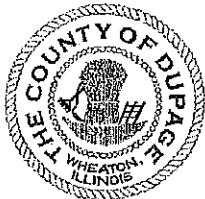
(Notary Public)

My Commission Expires:

11/3/2028



SEAL



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-100-DCC
COMPANY NAME:	Prairie Farms Dairy, Inc.
CONTACT PERSON:	Jason Bittner
CONTACT EMAIL:	JBittner @ prairie farms. com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Jason Bittner

Signature: 

Title: Branch Manager

Date: 7-7-25



## Care Center Requisition \$30,000 and Over

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

---

**File #:** HS-P-0042-25

**Agenda Date:** 8/5/2025

**Agenda #:** 7.E.

---

AWARDING RESOLUTION ISSUED TO  
MCMAHON FOOD CORPORATION  
FOR FLUID DAIRY  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$38,000.00)

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to McMahon Food Corporation, for fluid dairy, for the period of September 25, 2025 through September 24, 2026, for the DuPage Care Center

NOW, THEREFORE BE IT RESOLVED, that said contract is for fluid dairy, for the period of September 25, 2025 through September 24, 2026 for the DuPage Care Center per bid renewal #24-100-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to McMahon Food Corporation, 2110 Marshall Boulevard, Chicago, Illinois 60623, for a contract total amount of \$38,000.00.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK





Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1791	RFP, BID, QUOTE OR RENEWAL #: 24-100-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$144,000.00
	CURRENT TERM TOTAL COST: \$38,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: McMahon Food Corporation	VENDOR #: 44693	DEPT: DuPage Care Center	DEPT CONTACT NAME: Mario Plata
VENDOR CONTACT: Bridget Healy	VENDOR CONTACT PHONE: 773-522-0100	DEPT CONTACT PHONE #: 630-784-4416	DEPT CONTACT EMAIL: mario.plata@dupagecounty.gov
VENDOR CONTACT EMAIL: bridget.mcmahonhealy@gmail.com	VENDOR WEBSITE:	DEPT REQ #: 7520	
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.). Fluid dairy for the DuPage Care Center residents, cafeteria and cafes' located on County Campus, for the period September 25, 2025 through September 24, 2026, for a contract not to exceed \$38,000, under bid renewal #24-100-DCC, first of three optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Fluid dairy items are required to provide well balanced meals that meet nutritional requirements and IDPH regulations. The Care Center has decided to split this bid amongst the two (2) vendors that submitted bids, to ensure that the DPCC will not have disruption in milk service.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: McMahon Food Corporation	Vendor#: 44693	Dept: DuPage Care Center	Division: Dining Services
Attn: Bridget Healy	Email: bridget.mcmahonhealy@gmail.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 2110 Marshall Blvd	City: Chicago	Address: 400 N. County Farm RoadIL	City: Wheaton
State: IL	Zip: 60623	State: IL	Zip: 60187
Phone: 773-522-0100	Fax: 773-522-0344	Phone: 630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: McMahon Food Corporation	Vendor#: 44693	Dept: DuPage Care Center	Division: Dining Services
Attn: Bridget Healy	Email: bridget.mcmahonhealy@gmail.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 2110 Marshall Blvd	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60623	State: IL	Zip: 60187
Phone: 773-522-0100	Fax: 773-522-0344	Phone: 630-784-4416	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): September 25, 2025	Contract End Date (PO25): September 24, 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	EA		fluid dairy	FY25	1200	2025	52210		10,000.00	10,000.00
2	1	EA		fluid dairy	FY26	1200	2025	52210		28,000.00	28,000.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 38,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Fluid dairy for the DuPage Care Center residents, cafeteria and cafes' located on County Campus, for the period September 25, 2025 through September 24, 2026, for a contract not to exceed \$38,000, under bid renewal #24-100-DCC, first of three optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Human Services Committee August 5, 2025      County Board August 12, 2025
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
FLUID DAIRY 24-100-DCC  
BID TABULATION

				McMahon Food Corporation		Prairie Farms Dairy, Inc.	
NO.	ITEM			PERCENTAGE		PERCENTAGE	
SECTION 1 - MARK-UP PERCENTAGE							
1	Mark-up			2%		0%	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
SECTION 2 - FLUID DAIRY							
May 2024 Unit Pricing							
2	Whole Milk	8 oz.	2,400	\$ 0.2918	\$ 700.32	\$ 0.3839	\$ 921.36
3	2% Milk	GAL	68	\$ 3.5706	\$ 242.80	\$ 5.3045	\$ 360.71
4	2% Milk	8 oz.	6,800	\$ 0.2584	\$ 1,757.12	\$ 0.3616	\$ 2,458.88
5	2% Milk (plastic)	PT	468	\$ 0.8290	\$ 387.97		
5.1	2% Milk (plastic)	14 oz.	468			\$ 1.2386	\$ 579.66
6	Skim Milk	GAL	72	\$ 2.9792	\$ 214.50	\$ 5.0145	\$ 361.04
7	Skim Milk	8 oz.	5,400	\$ 0.2040	\$ 1,101.60	\$ 0.3301	\$ 1,782.54
8	1% Chocolate Milk	PT	468	\$ 0.8500	\$ 397.80		
8.1	1% Chocolate Milk	14 oz.	468			\$ 1.1410	\$ 533.99
9	Fat Free Chocolate Milk	8 oz.	3,000	\$ 0.2347	\$ 704.10	\$ 0.3601	\$ 1,080.30
10	Half & Half	QT	688	\$ 3.9377	\$ 2,709.14	\$ 4.6222	\$ 3,180.07
11	1% Lactaid - 8 oz., 12/case	CS	140				
11.1	1% Lactaid - 8 oz., 27/case	CS	63	\$ 30.4074	\$ 1,915.67	\$ 28.5228	\$ 1,796.94
12	1% Lactaid - ½ GAL, 8/case	CS	40			NO BID	
12.1	1% Lactaid - ½ GAL, 6/case	CS	54	\$ 20.6806	\$ 1,116.75		
June 2024 Unit Pricing							
13	Whole Milk	8 oz.	2,400	\$ 0.3265	\$ 783.60	\$ 0.3871	\$ 929.04
14	2% Milk	GAL	68	\$ 3.7153	\$ 252.64	\$ 5.3511	\$ 363.87
15	2% Milk	8 oz.	6,800	\$ 0.2918	\$ 1,984.24	\$ 0.3641	\$ 2,475.88
16	2% Milk (plastic)	PT	468	\$ 0.8471	\$ 396.44		
16.1	2% Milk (plastic)	14 oz.	468			\$ 1.1281	\$ 527.95
17	Skim Milk	GAL	72	\$ 3.0956	\$ 222.88	\$ 5.0416	\$ 363.00
18	Skim Milk	8 oz.	5,400	\$ 0.2359	\$ 1,273.86	\$ 0.3317	\$ 1,791.18
19	1% Chocolate Milk	PT	468	\$ 0.8662	\$ 405.38		
19.1	1% Chocolate Milk	14 oz.	468			\$ 1.1388	\$ 532.96
20	Fat Free Chocolate Milk	8 oz.	3,000	\$ 0.2666	\$ 799.80	\$ 0.3614	\$ 1,084.20
21	Half & Half	QT	688	\$ 3.9738	\$ 2,733.97	\$ 4.5998	\$ 3,164.66
22	1% Lactaid - 8 oz., 12/case	CS	140				
22.1	1% Lactaid - 8 oz., 27/case	CS	63	\$ 30.4074	\$ 1,915.67	\$ 28.5228	\$ 1,796.94
23	1% Lactaid - ½ GAL, 8/case	CS	40			NO BID	
23.1	1% Lactaid - ½ GAL, 6/case	CS	54	\$ 20.6806	\$ 1,116.75		

				✓ McMahon Food Corporation		✓ Prairie Farms Dairy, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
July 2024 Unit Pricing							
24	Whole Milk	8 oz.	2,400	\$ 0.3330	\$ 799.20	\$ 0.3975	\$ 954.00
25	2% Milk	GAL	68	\$ 3.8106	\$ 259.12	\$ 5.4993	\$ 373.95
26	2% Milk	8 oz.	6,800	\$ 0.2978	\$ 2,025.04	\$ 0.3737	\$ 2,541.16
27	2% Milk (plastic)	PT	468	\$ 0.8590	\$ 402.01		
27.1	2% Milk (plastic)	14 oz.	468			\$ 1.2629	\$ 591.04
28	Skim Milk	GAL	72	\$ 3.1771	\$ 228.75	\$ 5.1760	\$ 372.67
29	Skim Milk	8 oz.	5,400	\$ 0.2411	\$ 1,301.94	\$ 0.3402	\$ 1,837.08
30	1% Chocolate Milk	PT	468	\$ 0.8772	\$ 410.53		
30.1	1% Chocolate Milk	14 oz.	468			\$ 1.1631	\$ 544.33
31	Fat Free Chocolate Milk	8 oz.	3,000	\$ 0.2718	\$ 815.40	\$ 0.3702	\$ 1,110.60
32	Half & Half	QT	688	\$ 4.0078	\$ 2,757.37	\$ 4.6622	\$ 3,207.59
33	1% Lactaid - 8 oz., 12/case	CS	140				
33.1	1% Lactaid - 8 oz., 27/case	CS	63	\$ 30.4074	\$ 1,915.67	\$ 28.5228	\$ 1,796.94
34	1% Lactaid - ½ GAL, 8/case	CS	40			NO BID	
34.1	1% Lactaid - ½ GAL, 6/case	CS	54	\$ 20.9254	\$ 1,129.97		
GRAND TOTAL					\$ 35,178.01		\$ 39,414.53

#### NOTES

1. McMahon Food Corporation Grand Total was incorrectly calculated and has been adjusted to \$35,178.01 from \$35,178.48.
2. Prairie Farms Dairy, Inc provided unit pricing instead of case pricing for Items 11, 22 and 33. Price and Extended Price have been corrected and highlighted to note errors. Grand Total corrected to \$39,414.53 from \$34,931.02.

Bid Opening 9/4/2024 @ 10:00 AM	BR, HK
Invitations Sent	22
Total Vendors Requesting Documents	1
Total Bid Responses	2



The County of DuPage  
Finance Department  
Procurement Division, Room 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and McMahon Food Corporation located at 2110 S. Marshall Blvd., Chicago, IL 60623, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-100-DCC which became effective on 9/25/2024 and which will expire 9/24/2025. The contract is subject to the first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 9/24/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

#### THE COUNTY OF DUPAGE

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

#### CONTRACTOR

SIGNATURE

Bridget McMahon Healy

PRINTED NAME

President

PRINTED TITLE

07/07/2025

DATE

**SECTION 9 - MANDATORY FORM  
FLUID DAIRY 24-100-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	<b>McMahon Food Corporation</b>		
Main Business Address	<b>2110 S. Marshall Blvd</b>		
City, State, Zip Code	<b>Chicago, IL 60623</b>		
Telephone Number	<b>(773) 522-0100</b>	Email Address	<b>bridget.mcmahonhealy@gmail.com</b>
Bid Contact Person	<b>Bridget Healy, President</b>		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor     
 ☐ a Member authorized to sign on behalf of the Partnership     
 ☒ an Officer of the Corporation     
 ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

**Bridget Healy**

(President or Partner)

(Vice-President or Partner)

**Catherine McMahon Graszer**

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR		REMIT TO CONTRACTOR	
NAME	McMahon Food Corporation	NAME	McMahon Food Corporation
CONTACT	Bridget Healy	CONTACT	Bridget Healy
ADDRESS	2110 S. Marshall Blvd	ADDRESS	PO BOX 23330
CITY ST ZIP	Chicago, IL 60623	CITY ST ZIP	Chicago, IL 60623
TX	(773) 522-0100	TX	(773) 522-0100
FX	(773) 522-0344	FX	(773) 522-0344
EMAIL	bridget.mcmahonhealy@gmail.com	EMAIL	bridget.mcmahonhealy@gmail.com
COUNTY BILL TO INFORMATION		COUNTY SHIP TO INFORMATION	
DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: mario.plata@dupageco.org		DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: mario.plata@dupageco.org	

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



**JOINT PURCHASING:**

**OTHER TAXING BODIES:** Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES   X        NO           

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

---

NONE

---

---

---

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

# SECTION 7 - BID FORM PRICING

The quantities listed are approximate monthly usages and are for bid canvassing purposes only. All goods are to be shipped F.O.B destination.

NO ITEM					PERCENTAGE	
SECTION 1 - MARK-UP PERCENTAGE						
1	Mark-up				02 %	
NO	ITEM	UOM	MANUFACTURER NO.	QTY	PRICE	EXTENDED PRICE
SECTION 2 - FLUID DAIRY						
May 2024 Unit Pricing						
2	Whole Milk	8 oz.	1165	2,400	\$ 0.2918	\$ 700.42
3	2% Milk	GAL	1229	68	\$ 3.5706	\$ 242.80
4	2% Milk	8 oz.	1331	6,800	\$ 0.2584	\$ 1,756.85
5	2% Milk (plastic)	PT	5865	468	\$ 0.8290	\$ 387.95
6	Skim Milk	GAL	1421	72	\$ 2.9792	\$ 214.51
7	Skim Milk	8 oz.	5404	5,400	\$ 0.2040	\$ 1101.60
8	1% Chocolate Milk	PT	6203	468	\$ 0.8500	\$ 397.78
9	Fat Free Chocolate Milk	8 oz.	6926	3,000	\$ 0.2347	\$ 704.16
10	Half & Half	QT	1588	688	\$ 3.9377	\$ 2,709.12
11	1% Lactaid - 8 oz., 27/case	CS	34518	63	\$ 30.4074	\$ 1,915.67
12	1% Lactaid - ½ GAL, 6/case	CS	26395	54	\$ 20.6806	\$ 1,116.75
June 2024 Unit Pricing						
13	Whole Milk	8 oz.	1165	2,400	\$ 0.3265	\$ 783.65
14	2% Milk	GAL	1229	68	\$ 3.7153	\$ 252.64
15	2% Milk	8 oz.	1331	6,800	\$ 0.2918	\$ 1,984.54
16	2% Milk (plastic)	PT	5865	468	\$ 0.8471	\$ 396.43
17	Skim Milk	GAL	1421	72	\$ 3.0956	\$ 222.89
18	Skim Milk	8 oz.	5404	5,400	\$ 0.2359	\$ 1273.97
19	1% Chocolate Milk	PT	6203	468	\$ 0.8662	\$ 405.36
20	Fat Free Chocolate Milk	8 oz.	6926	3,000	\$ 0.2666	\$ 799.92
21	Half & Half	QT	1588	688	\$ 3.9738	\$ 2,733.97
22	1% Lactaid - 8 oz., 27/case	CS	34518	63	\$ 30.4074	\$ 1,915.67
23	1% Lactaid - ½ GAL, 6/case	CS	26395	54	\$ 20.6806	\$ 1,116.75
July 2024 Unit Pricing						
24	Whole Milk	8 oz.	1165	2,400	\$ 0.3330	\$ 799.20
25	2% Milk	GAL	1229	68	\$ 3.8106	\$ 259.12
26	2% Milk	8 oz.	1331	6,800	\$ 0.2978	\$ 2,025.31
27	2% Milk (plastic)	PT	5865	468	\$ 0.8590	\$ 401.99
28	Skim Milk	GAL	1421	72	\$ 3.1771	\$ 228.75
29	Skim Milk	8 oz.	5404	5,400	\$ 0.2411	\$ 1,301.83
30	1% Chocolate Milk	PT	6203	468	\$ 0.8772	\$ 410.53
31	Fat Free Chocolate Milk	8 oz.	6926	3,000	\$ 0.2718	\$ 815.40
32	Half & Half	QT	1588	688	\$ 4.0078	\$ 2,757.34
33	1% Lactaid - 8 oz., 27/case	CS	34518	63	\$ 30.4074	\$ 1,915.67
34	1% Lactaid - ½ GAL, 6/case	CS	26395	54	\$ 20.9254	\$ 1,129.97
Please note the alternate case sizes for the Lactaid Items, along with the corresponding updated quantities to ensure the unit totals match the bid.						GRAND TOTAL \$ 35,178.48
GRAND TOTAL (In Words) Thirty-Five Thousand One Hundred Seventy-Eight and 48/100 Dollars						

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X

[Redacted Signature]

President

(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this

4<sup>th</sup>

day of

September

AD, 2024

[Redacted Notary Signature]

My Commission Expires:

09-26-2027

(Notary Public)



SEAL



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-100-DCC
COMPANY NAME:	McMahon Food Corporation
CONTACT PERSON:	Bridget McMahon Healy
CONTACT EMAIL:	bridget.mcmahonhealy@gmail.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
N/A				

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
N/A		

### Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:


[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Bridget McMahon Healy Signature: 

Title: President

Date: 07/07/2025



## Authorization to Travel

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

---

**File #:** 25-1841

**Agenda Date:** 8/5/2025

**Agenda #:** 8.A.

---



# DuPage County Employee Overnight Business Travel Expense Reimbursement

## Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate Overnight Business Travel Report Form must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. Applicable form for Elected Officials subject to 50 ILCS 150/15.

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the County's Business Travel Expense Policy before completing this form.

**The County's Business Travel Expense Policy :** ["Yes"]

**Employee Name:** §

**Employee Email Address** @dupagecounty.gov

**Department:** Community Services Adult Protective Services

**Supervisor Email:** natasha.belli@dupagecounty.gov

**Secondary Department Contact (Department Admin or Accounts Payable):**

mary.keating@dupagecounty.gov

## Description of the Requested Business Travel

**Event or Conference Name:** National Adult Protective Services

**Event Location (City/State):** Bellevue, WA

**Description of conference, training or other events including County business purpose:** To attend the National Adult Protective Services Conference 9/7-9/11/25 to learn about the most current trends in APS. Grant funded.

**Start date of conference, training or other out of town event:** 09-08-2025

**End date of conference, training or other out of town event:** 09-10-2025

**Departure travel date:** 09-07-2025

**Return travel date:** 09-11-2025

**If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary:** The conference starts on 9/8/25 at 8a PT (6a Central) and ends on 9/10/25 at 3p PT (5p Central).

## Estimate of costs for the requested business travel



**Budget Account Code:** 5000-1660 25-703F (APS ARPA Funds) and/or 5000-1720 (APS Training)

**Registration fees for conference, training or event:** \$700

**Form of Payment:** Invoiced to county

**Estimated transportation cost to and from location:** \$450

**Describe methods of transportation to and from location:** Air travel to Seattle, WA, via Southwest Airlines, from Chicago Midway Airport on 9/7/25-\$200 approx. Air travel from Seattle, WA, via Southwest Airlines, to Chicago Midway Airport on 9/11/25-\$180 approx. Ground transportation, via Bellevue Airport Shuttle-Eagle Shuttle Service-approx. \$35 one-way or \$70 round trip approx.

**Rental Vehicle request:**

**Provide estimated rental car cost:** \$

**Describe reason(s) for vehicle rental:**

**Business Travel Expense Policy - Supplemental Insurance:**

**Total Estimated Lodging Costs:** \$1200

**Description of lodging needs, including number of nights and cost per night:** Hyatt Regency Bellevue on Seattle's Eastside (900 Bellevue Way NE, Bellevue, WA 98004-4272) for 4 nights (9/7-9/11/25) at \$288.47 per night x 4 nights=\$1153.86

## **Meal Per Diem Policy**

See **Business Travel Expense Policy Section 6.0** regarding meal per diems. Individual meals, **including room service**, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

**Estimate Total Per Diem expenses:** \$320

**Estimate such additional expenses:** \$0

**Describe expected additional expenses:**

**Estimated total cost of the requested Overnight Business Travel:** \$2670

## **Confirmation and Submission**

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

**Employee Name:** :

### **Instructions for Immediate Supervisor other than Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

### **Instructions for Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

### **Instructions for Parent Committee Chair**



Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

**REVIEWED BY AND DATE APPROVED:**

Signature on File

Department Head: \_\_\_\_\_

Date: 6/30/25 \_\_\_\_\_

Signature on File

Committee Chair: \_\_\_\_\_

Date: 7/1/25 \_\_\_\_\_

If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee

Committee Name: \_\_\_\_\_

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



## Change Order

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

---

**File #:** 25-1842

**Agenda Date:** 8/5/2025

**Agenda #:** 9.A.

---



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Consent  
HS 8/5  
CB 8/12

Date: Jul 11, 2025

MinuteTraq (IQM2) ID #: 25-1720

<b>Purchase Order #:</b> 7431	<b>Original Purchase Order Date:</b> Oct 22, 2024	<b>Change Order #:</b> 6	<b>Department:</b> Community Services
<b>Vendor Name:</b> Healthy Air Heating & Air Inc		<b>Vendor #:</b> 14166	<b>Dept Contact:</b> Gina Strafford-Ahmed
<b>Background and/or Reason for Change Order Request:</b>	Extension of PO from 06/30/2025 to 11/30/2025 as the Wex DOE grant 22-403028 was extended to 09/30/2025.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$866,434.00
B	Net \$ change for previous Change Orders	\$50,000.00
C	Current contract amount (A + B)	\$916,434.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$916,434.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	5.77%
DECISION MEMO NOT REQUIRED		

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

<b>DECISION MEMO REQUIRED</b>	
<input checked="" type="checkbox"/> Increase (greater than 29 days) contract expiration from: Jun 30, 2025 to: Nov 30, 2025	
<input type="checkbox"/> Increase $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	
Extend contract more than 30 days	

DK	6164	Jul 11, 2025	GSA	6444	Jul 11, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



# Decision Memo

## Procurement Services Division

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

Date: Jul 14, 2025

File ID #: 25-1720

Purchase Order #: 7431-0001SERV

Requesting Department: Community Services	Department Contact: Gina Strafford-Ahmed
Contact Email: gina.strafford@dupagecounty.gov	Contact Phone: 630-407-6444
Vendor Name: Healthy Air Heating & Air, Inc.	Vendor #: 14166

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

Extend contract from 6/30/2025 until 11/30/2025

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

The WEX DOE grant was extended, thus the contract should be extended.

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

RFP #24-099-WEX

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

Approve the extension to give WEX program additional time to provide client services under the WEX DOE grant.

Do not approve the extension and end the contract 6/30/25.

Put out a new RFP to obtain another vendor to complete the work under the WEX DOE grant extension.

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

No fiscal cost to the county. Funds are DOE WEX grant funds; 5000-1400, 5000-1430, 5000-1490, and 5000-1555.



## Change Order

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

---

**File #:** 25-1843

**Agenda Date:** 8/5/2025

**Agenda #:** 9.B.

---



consent  
HS 8/5  
CB 8/12



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 11, 2025

MinuteTraq (IQM2) ID #: 25-1722

<b>Purchase Order #:</b> 7470	<b>Original Purchase Order Date:</b> Oct 22, 2024	<b>Change Order #:</b> 2	<b>Department:</b> Community Services
<b>Vendor Name:</b> My Green House HVAC		<b>Vendor #:</b> 45320	<b>Dept Contact:</b> Gina Strafford-Ahmed
<b>Background and/or Reason for Change Order Request:</b>	Extension of PO from 06/30/2025 to 11/30/2025 as the Wex DOE grant 22-403028 was extended to 09/30/2025.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$816,434.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$816,434.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$816,434.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Jun 30, 2025 to: Nov 30, 2025
- ☐ Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount ☐ Funding Source \_\_\_\_\_
- ☐ OTHER - explain below:

DK	6164	Jul 11, 2025	GSA	6444	Jul 11, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



# Decision Memo

## Procurement Services Division

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

Date: Jul 14, 2025

File ID #: 25-1722

Purchase Order #: 7470-0001SERV

Requesting Department: Community Services	Department Contact: Gina Strafford-Ahmed
Contact Email: gina.strafford@dupagecounty.gov	Contact Phone: 630-407-6444
Vendor Name: My Green House HVAC	Vendor #: 45320

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

Extend contract from 6/30/2025 until 11/30/2025

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

The WEX DOE grant was extended, thus the contract should be extended.

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

RFP #24-099-WEX

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

Approve the extension to give WEX program additional time to provide client services under the WEX DOE grant.

Do not approve the extension and end the contract 6/30/25.

Put out a new RFP to obtain another vendor to complete the work under the WEX DOE grant extension.

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

No fiscal cost to the county. Funds are DOE WEX grant funds; 5000-1400, 5000-1430, 5000-1490, and 5000-1555.



## Change Order

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

---

**File #:** 25-1844

**Agenda Date:** 8/5/2025

**Agenda #:** 9.C.

---





# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Consent  
HS 8/15  
CB 8/12

Date: Jul 11, 2025

MinuteTraq (IQM2) ID #: 25-1723

<b>Purchase Order #:</b> 7432	<b>Original Purchase Order Date:</b> Oct 22, 2024	<b>Change Order #:</b> 2	<b>Department:</b> Community Services
<b>Vendor Name:</b> Arcos Environmental Services, Inc.		<b>Vendor #:</b> 12953	<b>Dept Contact:</b> Gina Strafford-Ahmed
<b>Background and/or Reason for Change Order Request:</b>	Extension of PO from 06/30/2025 to 11/30/2025 as the Wex DOE grant 22-403028 was extended to 09/30/2025.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$866,434.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$866,434.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$866,434.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
<b>DECISION MEMO NOT REQUIRED</b>		

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

☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

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

DECISION MEMO REQUIRED	
<input checked="" type="checkbox"/> Increase (greater than 29 days) contract expiration from: Jun 30, 2025 to: Nov 30, 2025	
<input type="checkbox"/> Increase $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	
<div></div>	

DK	6164	Jul 11, 2025	GSA	6444	Jul 11, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



# Decision Memo

## Procurement Services Division

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

Date: Jul 14, 2025

File ID #: 25-1723

Purchase Order #: 7432-0001SERV

Requesting Department: Community Services	Department Contact: Gina Strafford-Ahmed
Contact Email: gina.strafford@dupagecounty.gov	Contact Phone: 630-407-6444
Vendor Name: Arcos Environmental Services, Inc.	Vendor #: 12953

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

Extend contract from 6/30/2025 until 11/30/2025

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

The WEX DOE grant was extended, thus the contract should be extended.

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

RFP #24-099-WEX

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

Approve the extension to give WEX program additional time to provide client services under the WEX DOE grant.

Do not approve the extension and end the contract 6/30/25.

Put out a new RFP to obtain another vendor to complete the work under the WEX DOE grant extension.

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

No fiscal cost to the county. Funds are DOE WEX grant funds; 5000-1400, 5000-1430, 5000-1490, and 5000-1555.



## Consent Item

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

---

**File #:** 25-1845

**Agenda Date:** 8/5/2025

**Agenda #:** 9.D.

---

Consent  
HS 8/5  
OB 8/12



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 3, 2025

MinuteTraq (IQM2) ID #: 25-1690

<b>Purchase Order #:</b> 7007-0001 SERV	<b>Original Purchase Order Date:</b> Apr 13, 2024	<b>Change Order #:</b> 2	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Brightstar Care of Central DuPage		<b>Vendor #:</b> 12992	<b>Dept Contact:</b> Nursing
<b>Background and/or Reason for Change Order Request:</b>	Contract for supplemental staffing services for the DuPage Care Center Nursing Department, for the period 04/13/24 through 04/12/25. #1 Decrease and close line 1, 1200-2050-53090 in the amount of \$25,166.84 #2 Decrease and close line 2, 1200-2050-53090 in the amount of \$59,566.17 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$290,000.00
B	Net \$ change for previous Change Orders	(\$30,000.00)
C	Current contract amount (A + B)	\$260,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$84,733.01)
E	New contract amount (C + D)	\$175,266.99
F	Percent of current contract value this Change Order represents (D / C)	-32.59%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-39.56%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

CDK	4208	Jul 3, 2025	CDK	4208	Jul 3, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



## Consent Item

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

---

**File #:** 25-1846

**Agenda Date:** 8/5/2025

**Agenda #:** 9.E.

---



Consent  
HS 8/15  
CB 8/12



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Feb 4, 2025

MinuteTraq (IQM2) ID #: 25-1691

<b>Purchase Order #:</b> 7019-0001 SERV	<b>Original Purchase Order Date:</b> Apr 13, 2024	<b>Change Order #:</b> 2	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> RCM Technologies		<b>Vendor #:</b> 43749	<b>Dept Contact:</b> Nursing
<b>Background and/or Reason for Change Order Request:</b>	Contract for supplemental staffing services for the DuPage Care Center Nursing Department, for the period 04/13/24 through 04/12/25. #1 Decrease line 2, 1200-2050-53090 in the amount of \$ 44,720.00 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$200,000.00
B	Net \$ change for previous Change Orders	(\$115,000.00)
C	Current contract amount (A + B)	\$85,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$44,720.00)
E	New contract amount (C + D)	\$40,280.00
F	Percent of current contract value this Change Order represents (D / C)	-52.61%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-79.86%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

CDK	4208	Jul 3, 2025	CDK	4208	Jul 3, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



## Consent Item

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

---

**File #:** 25-1847

**Agenda Date:** 8/5/2025

**Agenda #:** 9.F.

---



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Consent  
HS 8/5  
OB 8/12

Date: Jul 3, 2025

MinuteTraq (IQM2) ID #: 25-1692

<b>Purchase Order #:</b> 4621-0001 SERV	<b>Original Purchase Order Date:</b> May 22, 2020	<b>Change Order #:</b> 3	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Comcast		<b>Vendor #:</b> 12382	<b>Dept Contact:</b> Christine Kliebhan
<b>Background and/or Reason for Change Order Request:</b>	cable services for the period 05/22/20 through 05/31/25 decrease and close line 2, 1200-2050-53250 in the amount of \$28,326.36 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$95,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$95,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$28,326.36)
E	New contract amount (C + D)	\$66,673.64
F	Percent of current contract value this Change Order represents (D / C)	-29.82%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-29.82%

### DECISION MEMO NOT REQUIRED

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

☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

### DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_

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

☐ OTHER - explain below:

CDK Prepared By (Initials)	4208 Phone Ext	Jul 3, 2025 Date	CDK Recommended for Approval (Initials)	4208 Phone Ext	Jul 3, 2025 Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date





## Consent Item

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

---

**File #: 25-1848**

**Agenda Date: 8/5/2025**

**Agenda #: 9.G.**

---

Consent  
HS 8/5  
CB 8/12



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 3, 2025

MinuteTraq (IQM2) ID #: 25-1693


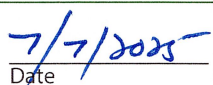
<b>Purchase Order #:</b> 6957-0001 serv	<b>Original Purchase Order Date:</b> Mar 1, 2024	<b>Change Order #:</b> 2	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Equipment International		<b>Vendor #:</b> 41373	<b>Dept Contact:</b> Vinit Patel/laundry
<b>Background and/or Reason for Change Order Request:</b>	laundry equipment repair services and parts as needed for the period 03/01/24 through 02/28/25 #1 Decrease and close line 1, 1200-2030-52250 in the amount of \$14,173.15 #2 Decrease and close line 2, 1200-2030-53370 in the amount of \$1,385.00 #3 Decrease and close line 3, 1200-2030-52250 in the amount of \$376.00 #3 Decrease and close line 4, 1200-2030-53370 in the amount of \$420.00 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$27,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$27,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$16,354.15)
E	New contract amount (C + D)	\$10,645.85
F	Percent of current contract value this Change Order represents (D / C)	-60.57%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-60.57%
DECISION MEMO NOT REQUIRED		

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

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

CDK	4208	Jul 3, 2025	CDK	4208	Jul 3, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer _____		Date _____	Procurement Officer 		Date 
Chief Financial Officer (Decision Memos Over \$25,000)		Date _____	Chairman's Office (Decision Memos Over \$25,000)		Date _____



## Grant Proposal Notifications

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

---

**File #:** 25-1849

**Agenda Date:** 8/5/2025

**Agenda #:** 10.A.

---



## Grant Proposal Notification

GPN Number: 018-25  
(Completed by Finance Department)

Date of Notification: 06/27/2025  
(MM/DD/YYYY)

Parent Committee Agenda Date: 08/05/2025  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 06/27/2025  
(MM/DD/YYYY)

Name of Grant: PY2026 Supportive Housing Program

Name of Grantor: Illinois Department of Human Services

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

County Department: Community Services

Department Contact: Joan Fox, Administrator Housing Supports & Self Sufficiency, 6426  
(Name, Title, and Extension)

Parent Committee: HHS

Grant Amount Requested: \$ 102,786.00

Type of Grant: Project/Continuation  
(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: 444-80-0658



## Grant Proposal Notification

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

The Supportive Housing Grant provides funding to provide case management and supportive services to DuPage households who are at risk of homelessness, homeless or previously homeless. Under this funding we will serve a minimum of 38 households each year. This funding source works jointly with homelessness prevention, rapid rehousing, coordinated entry and the Family Self-Sufficiency Program.

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

Community Well Being - Keep people safe and maintain the social service safety net. The SHP provides comprehensive case management services to persons experiencing homelessness and seeking housing, formerly homeless households and households at risk of homelessness.

3. What is the period covered by the grant?

07/01/2025 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 \$131,450.00 Percentage covered by grant 54%
- 6.1.2. Total fringe benefits \$38,541.00 Percentage covered by grant 54%
- 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?
- 5000-1740, 1000-1750
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
- (Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

## Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? \_\_\_\_\_

6.3.1.2. What Company-Accounting Unit(s) will be used? \_\_\_\_\_

6.3.1.3. Total annual salary \_\_\_\_\_

6.3.1.4. Total annual fringe benefits \_\_\_\_\_

7. Does the grant allow for direct administrative costs? (Yes or No) No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project \_\_\_\_\_

7.1.2. Percentage of direct administrative costs covered by grant \_\_\_\_\_

7.1.3. What percentage of the grant total is the portion covered by the grant \_\_\_\_\_

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? \_\_\_\_\_

9. Are matching funds required? (Yes or No): NO

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? \_\_\_\_\_

9.1.2. What is the dollar amount of the County's match? \_\_\_\_\_





## Grant Proposal Notification

---

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

10. What amount of funding is already allocated for the project? \$0.00

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

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

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$102,786.00





## Grant Proposal Notifications

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

---

**File #:** 25-1850

**Agenda Date:** 8/5/2025

**Agenda #:** 10.B.

---



## Grant Proposal Notification

GPN Number: 019-25  
(Completed by Finance Department)

Date of Notification: 07/07/2025  
(MM/DD/YYYY)

Parent Committee Agenda Date: 08/05/2025  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 07/07/2025  
(MM/DD/YYYY)

Name of Grant: PY2026 IDHS Rapid Rehousing Program

Name of Grantor: Illinois Department of Human Services

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

County Department: Community Services

Department Contact: Joan Fox, Administrator Housing Supports & Self Sufficiency, 6426  
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 120,124.00

Type of Grant: Project/Continuation  
(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: 444-80-3153



## Grant Proposal Notification

---

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

the Rapid Rehousing program provides funding to assist DuPage Households who are literally homeless to secure permanent housing. The project works in collaboration with the DuPage County Continuum of Care's Coordinated Entry System. We anticipate over 5 households will be assisted via this funding source in the grants 12 month period. DuPage County Community Services participates in the Continuum of Care and works in partnership with other local agencies to prevent and end homelessness.

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

Community Well Being - Keep people safe and maintain the social service safety net. The rapid rehousing program helps our persons experiencing literal homeless move to permanent housing and provides case management support and necessary assistance with housing costs for up to 24 months. Households are referred to the program from the COC Coordinated Entry Program. All are screened for mainstream services, and are offered financial education and case management services.

3. What is the period covered by the grant?

07/01/2025 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 \$66,241.54 Percentage covered by grant 20%
- 6.1.2. Total fringe benefits \$19,374.47 Percentage covered by grant 20%
- 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

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? \_\_\_\_\_

6.3.1.2. What Company-Accounting Unit(s) will be used? \_\_\_\_\_

6.3.1.3. Total annual salary \_\_\_\_\_

6.3.1.4. Total annual fringe benefits \_\_\_\_\_

7. Does the grant allow for direct administrative costs? (Yes or No) No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project \_\_\_\_\_

7.1.2. Percentage of direct administrative costs covered by grant 0

7.1.3. What percentage of the grant total is the portion covered by the grant \_\_\_\_\_

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 80%

9. Are matching funds required? (Yes or No): No

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? \_\_\_\_\_

9.1.2. What is the dollar amount of the County's match? \_\_\_\_\_



## Grant Proposal Notification

---

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

10. What amount of funding is already allocated for the project? \$0.00

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

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

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$120,124.00



## Grant Proposal Notifications

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

---

**File #:** 25-1851

**Agenda Date:** 8/5/2025

**Agenda #:** 10.C.

---



## Grant Proposal Notification

GPN Number: 020-25  
(Completed by Finance Department)

Date of Notification: 07/11/2025  
(MM/DD/YYYY)

Parent Committee Agenda Date: 08/05/2025  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 06/05/2025  
(MM/DD/YYYY)

Name of Grant: PY2026 Homeless Prevention Program

Name of Grantor: Illinois Department of Human Services

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

County Department: Community Services

Department Contact: Joan Fox, Administrator Housing Supports & Self Sufficiency, 6426  
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 384,000.00

Type of Grant: Project/Continuation  
(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: 444-80-0657



## Grant Proposal Notification

---

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

The Homeless Prevention Grant provides funding to assist DuPage Households to prevent homelessness or to secure permanent housing. We anticipate 115 households will be assisted via this funding source in the grants 12 month period. DuPage County Community Services participates in the Continuum of Care and works in partnership with other local agencies to prevent and end homelessness.

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

Community Well Being – Keep people safe and maintain the social service safety net - The Homelessness Prevention Program supports at-risk households experiencing short-term financial crises by helping them maintain their current housing through short-term rental assistance or secure new permanent housing with security deposit assistance. All participating households are screened for eligibility for mainstream services and are offered financial education and case management to promote long-term stability.

3. What is the period covered by the grant?

07/01/2025 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 \$66,241.00 Percentage covered by grant 20%
- 6.1.2. Total fringe benefits \$19,681.00 Percentage covered by grant 20%
- 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><u>No</u></p>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<p>_____</p>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<p>_____</p>
<p>6.3.1.3. Total annual salary</p>	<p>_____</p>
<p>6.3.1.4. Total annual fringe benefits</p>	<p>_____</p>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p><u>Yes</u></p>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<p><u>\$18,412.00</u></p>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<p><u>100%</u></p>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<p><u>4.79%</u></p>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p><u>90.73%</u></p>
<p>9. Are matching funds required? (Yes or No):</p>	<p><u>No</u></p>
<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>	<p>_____</p>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<p>_____</p>



## 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? \$0.00

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

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

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$384,000.00