



# DU PAGE COUNTY

## Human Services

### Regular Meeting Agenda

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

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Tuesday, November 7, 2023

9:30 AM

Room 3500A

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1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
4. CHAIR REMARKS - CHAIR SCHWARZE
5. APPROVAL OF MINUTES
  - 5.A. [23-3617](#)  
Human Services Committee - Regular Meeting - Tuesday, October 17, 2023
6. COMMUNITY SERVICES - MARY KEATING
  - 6.A. [HS-P-0081-23](#)  
Awarding Resolution issued to Healthy Air Heating & Air, Inc., to provide furnace repair or replacement labor and materials for the Low Income Home Energy Assistance Program (LIHEAP), for the period of November 1, 2023 through June 30, 2024, for a contract total amount \$206,008; per quote #23-124-WEX. (Community Services)
  - 6.B. [HS-P-0082-23](#)  
Awarding Resolution issued to Nortek Environmental, Inc., to provide furnace repair or replacement labor and materials for the Low-Income Home Energy Assistance Program (LIHEAP), for the period of November 1, 2023 through June 30, 2024, for a contract total of \$206,008; per quote #23-124-WEX. (Community Services)
  - 6.C. [23-3618](#)  
Recommendation for approval of a contract to Norcon Communications, Inc., to deliver and install twelve talk-thru intercoms in the nine intake rooms and reception area within Community Services, for a contract total amount not to exceed \$18,908.24; per bid #23-130-CS.
7. COMMUNITY DEVELOPMENT COMMISSION - Mary Keating
  - 7.A. [HS-R-0065-23](#)  
Recommendation for Approval of a HOME Investment Partnerships Act (HOME) Agreement with Catholic Charities, Project Number HM21-02a – Tenant Based Rental Assistance – in the Amount of \$300,000.

- 7.B. [HS-R-0066-23](#)  
Recommendation for Approval of a Memorandum of Understanding with the Village of Addison for the County, under 24 CFR Part 58, to act as the Responsible Entity and perform the Environmental Review as necessary for Addison's Community Project Funding (CPF) Grant.
- 7.C. [HS-R-0067-23](#)  
Recommendation for Approval of a Memorandum of Understanding with the City of Wheaton for the County, under 24 CFR Part 58, to act as the Responsible Entity and perform the Environmental Review as necessary for Wheaton's Community Project Funding (CPF) Grant.
- 7.D. [HS-R-0068-23](#)  
Recommendation for Approval of a Memorandum of Understanding with the Wood Dale Park District for the County, under 24 CFR Part 58, to act as the Responsible Entity and perform the Environmental Review as necessary for Wood Dale Park District's Community Project Funding (CPF) Grant.

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

- 8.A. [HS-P-0083-23](#)  
Recommendation for the approval of a contract purchase order to Northwestern Medicine Regional Medical Group - Dr. Miele, for Professional Services for a Medical Director, for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract amount not to exceed \$36,000, per Other Professional Services.
- 8.B. [HS-P-0084-23](#)  
Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to furnish and deliver disposable isolation gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total amount not to exceed \$37,912. Contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)
- 8.C. [HS-P-0085-23](#)  
Recommendation for the approval of a contract purchase order to Sysco Chicago, Inc., for primary food, supplies and chemicals, for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a total contract amount not to exceed \$1,246,500, under bid renewal #22-082-DCC, first of three one-year optional renewals.
- 8.D. [HS-P-0086-23](#)  
Recommendation for the approval of a contract purchase order to Symbria Rehab, Inc., for Community Wellness Partner, for the Wellness Center staffing and management for Outpatient Center at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$66,000; per renewal under RFP #21-073-CARE, second of three, one-year optional renewals.

8.E. [HS-P-0087-23](#)  
Recommendation for the approval of a contract purchase order to Symbria Rehab, Inc., to provide Physical, Occupational, Speech and Respiratory Therapy and Consulting Services, for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$1,000,000; per renewal under RFP #21-057-CARE, second of three, one-year optional renewals.

8.F. [23-3619](#)  
Recommendation for the approval of a contract purchase order to Standard Textile Company, Inc., for Housekeeping Trolley carts for the DuPage Care Center, for the period 11/08/23 through 11/07/24, for a total amount not to exceed \$25,656, per bid #23-127-DCC. (ARPA2 ITEM)

## 9. BUDGET TRANSFERS

9.A. [23-3620](#)  
Budget Transfer to accommodate for Flex Benefit Earnings that are paid out instead of covering medical insurance for the IDHFS Access & Visitation Grant for the Family Center 5000-1670 for FY23 - \$600. (Community Services)

## 10. CONSENT ITEMS

10.A. [23-3621](#)  
Alco Sales & Service Co., Contract 5318-0001 SERV - this purchase order is decreasing in the amount of \$15,265.63, and closing due to purchase order has expired.

10.B. [23-3622](#)  
Alliance Distribution dba Alliance Laundry, Contract 5901-0001 SERV - this purchase order is decreasing in the amount of \$22,174.26, and closing due to purchase order has expired.

10.C. [23-3623](#)  
Alpha Baking Company, Contract 5909-0001 SERV - this purchase order is decreasing in the amount of \$12,057.11, and closing due to purchase order has expired.

10.D. [23-3624](#)  
American Bottling Company dba Keurig Dr. Pepper, Contract 5908-0001 SERV - this purchase order is decreasing in the amount of \$10,072.04, and closing due to purchase order has expired.

10.E. [23-3625](#)  
Bob Barker Company, Inc., Contract 5946-0001 SERV - this purchase order is decreasing in the amount of \$10,380.66, and closing due to purchase order has expired.

10.F. [23-3626](#)  
Cardinal Health, Inc., Contract 5871-0001 SERV - this purchase order is decreasing in the amount of \$372,610.97, and closing due to purchase order has expired.

- 10.G. [23-3627](#)  
Lakeshore Dairy, Inc., Contract 5988-0001 SERV - this purchase order is decreasing in the amount of \$15,114.83, and closing due to purchase order has expired.
- 10.H. [23-3628](#)  
Professional Medical & Surgical Supply, Contract 5924-0001 SERV - this purchase order is decreasing in the amount of \$21,552.93, and closing due to purchase order has expired.
- 10.I. [23-3629](#)  
The Standard Companies, Contract 5348-0001 SERV - this purchase order is decreasing in the amount of \$88,352.05, and closing due to purchase order has expired.
- 10.J. [23-3630](#)  
Vizocom ICT, LLC, Contract 6031-0001 SERV - this purchase order is decreasing in the amount of \$14,883.29, and closing due to purchase order has expired.
- 10.K. [23-3631](#)  
The Home Depot, Contract 6118-0001 SERV - this purchase order is decreasing in the amount of \$28,000, due to DuPage Care Center not requiring as much product as originally requested.
- 10.L. [23-3632](#)  
Valdes, LLC, Contract 6169-0001 SERV - this purchase order is decreasing in the amount of \$36,000, due to DuPage Care Center not requiring as much product as originally requested.
- 10.M. [23-3633](#)  
Warehouse Direct, Contract 5897-0001 SERV - this purchase order is decreasing in the amount of \$17,000, due to DuPage Care Center not requiring as much product as originally requested.

## 11. INFORMATIONAL

- 11.A. [23-3634](#)  
GPN 055-23 2023 HUD Continuum of Care Program Competition-Planning Grant PY24, U.S. Department of Housing and Urban Development, \$312,932. (Community Services)
- 11.B. [23-3635](#)  
GPN 056-23 PY23 Continuum of Care Program Competition - HMIS, U.S. Department of Housing and Urban Development, \$188,556. (Community Services)
- 11.C. [23-3636](#)  
GPN 057-23 FY23 Continuum of Care Program Competition - Coordinated Entry PY25, U.S. Department of Housing and Urban Development, \$80,000. (Community Services)

## 12. RESIDENCY WAIVERS - JANELLE CHADWICK

## 13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

- 14. COMMUNITY SERVICES UPDATE - MARY KEATING**
- 15. OLD BUSINESS**
- 16. NEW BUSINESS**
- 17. ADJOURNMENT**



# Minutes

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

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**File #: 23-3617**

**Agenda Date: 11/7/2023**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

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

### Final Summary

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**Tuesday, October 17, 2023**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

Other Board members present: Member Lucy Evans, Member Sheila Rutledge, and Member Yeena Yoo.

Staff in attendance: Lisa Smith (State's Attorney Office), Joan Olson (Chief Communications Officer), Mary Catherine Wells (Deputy Chief Financial Officer), Nickon Etminan (Procurement), Gina Strafford Ahmed and Natasha Belli (Community Services Administrators), Mary Keating (Director of Community Services), Janelle Chadwick (Administrator of the DuPage Care Center), and Anita Rajagopal (Assistant Administrator of the DuPage Care Center).

<b>PRESENT</b> Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze
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**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

Chair Schwarze announced that of the \$5M the County Board earmarked for food, \$1M of that was earmarked for capital long term projects. The application process will be opening soon to apply for capital projects if it hasn't been opened already. Mary Catherine Wells stated the ARPA Food Assistance Network Infrastructure Investment Program portal to apply opened on Monday, October 16, 2023 and will remain open through Thursday, December 14, 2023. An announcement is going out to all pantries.

Member DeSart spoke regarding the need for food prioritizing equipment. Mary Keating answered Member DeSart's concerns, giving a breakdown of the \$5M allocated for food. Ms. Keating stated \$1.75M was allocated to the Northern Illinois Food Bank (NIFB) for fresh produce, and \$1.5M went to individual pantries in two different allocations. The \$5M also had a component for long-term capital investments, which includes the \$1M set aside for equipment, refrigerators, freezers, forklifts, vehicles, IT equipment, etc. There is \$700,000 left of the \$1M. We will decide in terms of an extension to NIFB contract or additional funds to the pantries, or a combination. Chair Conroy has proposed a \$1.5M in her 2024 budget request. We will still have \$2.25M that can be used specifically for food.

Chair Schwarze announced the Willowbrook Fall Festival on Saturday, October 21. Chair Conroy is encouraging all to attend. Human Service staff will be attending. The flyer Mr. Schwarze distributed is attached hereto and made part of the minutes packet.

23-3404

Willowbrook Fall Fest

**5. APPROVAL OF MINUTES**

5.A. 23-3337

Human Services Committee - Regular Meeting - Tuesday, October 3, 2023

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

**6. LENGTH OF SERVICE AWARDS**

6.A. Length of Service Award - Christine Smit - 15 Years - Community Services

6.B. Length of Service Award - Elissa Cortez - 20 Years - Community Services

**7. COMMUNITY SERVICES - MARY KEATING**

7.A. FI-R-0239-23

Acceptance and appropriation of additional funding of the Low Income Home Energy Assistance Program (LIHEAP) HHS Grant FY23 Inter-Governmental Agreement No. 23-224028, Company 5000, Accounting Unit 1420, from \$3,291,193 to \$3,718,038 - an increase of \$426,845. (Community Services)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Michael Childress  
**SECONDER:** Paula Garcia

7.B. FI-R-0240-23

Acceptance and appropriation of the Low Income Home Energy Assistance Program (LIHEAP) State Grant PY24 Inter-Governmental Agreement No. 24-254028, Company 5000, Accounting Unit 1495, in the amount of \$5,528,383. (Community Services)

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



7.C. [HS-R-0062-23](#)

Approval of issuance of payments by DuPage County to energy assistance providers through the Low Income Home Energy Assistance Program (LIHEAP) HHS Grant FY23 Inter-Governmental Agreement No. 23-224028 in the amount of \$367,086. (Community Services)

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

7.D. [HS-R-0063-23](#)

Approval of issuance of payments by DuPage County to energy assistance providers through the Low Income Home Energy Assistance Program State Grant PY24 Inter-Governmental Agreement No. 24-254028 in the amount of \$4,643,841. (Community Services)

County Board Member Yoo mentioned that last week at County Board there was an appropriation for LIHEAP for \$1.9M. There is now an appropriation in the amount of \$5.5M and also an appropriation at \$4.6M. Ms. Keating explained that LIHEAP is funded through multiple state and federal sources. The funds come as separate grants so there are separate appropriations, but the funds end up basically in the same pot of money. Once we appropriate the money, some of the funds will go to support our staff. The vast majority of funds go to ComEd and Nicor. That is why you will see an appropriation of one dollar amount and then issuance of payments for a different amount. The current items on the agenda come from two different grant years. Often at this time of year, we are working with two different grant years.

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

7.E. [HS-P-0072-23](#)

Awarding resolution issued to Chicago United Industries, LTD., to furnish, deliver and install Energy Star Appliances, for the Weatherization Program, for Community Services, for the period of October 29, 2023 through October 28, 2024, for a contract total of \$67,367, per bid #22-065-CS, first option to renew.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Paula Garcia

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

8.A. [23-3338](#)

Recommendation for Approval of a Third Modification to a HOME Investment Partnerships Act (HOME) Agreement with DuPage Pads, Project Number HM20-04b - Tenant Based Rental Assistance – Extending the Project Completion date through February 29, 2024.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

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

9.A. [HS-R-0064-23](#)

DuPage Care Center Rate Increase

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Kari Galassi

9.B. [HS-P-0073-23](#)

Recommendation for the approval of a contract purchase order to Medline Industries, Inc., for replacement mattresses, for the DuPage Care Center, for the period October 25, 2023 through October 24, 2024, for a contract total not to exceed \$49,060. Contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Kari Galassi

9.C. [HS-P-0074-23](#)

Recommendation for the approval of a contract to Pulmonary Exchange, Ltd., for the rental of respiratory care equipment, for the DuPage Care Center, for the period November 20, 2023 through November 19, 2024, for a total contract not to exceed \$45,000. Per bid renewal #21-072-CARE, second of three, one-year optional renewals.

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

9.D. [HS-P-0075-23](#)

Recommendation for the approval of a contract to Valdes Supply, to furnish and deliver paper products (restroom tissue, paper towels and facial tissue, Group 2), as needed for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for an amount not to exceed \$87,000. Per bid renewal #22-112-FM, first of three one-year optional renewals.

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

10. BUDGET TRANSFERS

10.A. [23-3339](#)

Budget Transfer to cover the cost of an employee's tuition reimbursement for FY23 - \$2,500. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Kari Galassi

10.B. [23-3340](#)

Budget Transfer to transfer funds to accommodate Flex Benefit earnings that paid out in lieu of covering medical insurance - \$600.00

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

**11. RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.

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

Janelle Chadwick stated after containing a covid outbreak to one unit for one month, there is an individual in another unit with covid. This unit will now go on outbreak status and be guided by the Care Center's stringent standards that have kept their covid outbreaks to a minimum.

The construction company is preparing a color storyboard for Ms. Chadwick so they can see and follow what colors and designs have been chosen, which she will share with committee. They are trying to keep everything neutral with classic timeless finishes. They will add touches of current trends as desired.

One of the things the construction company identified as a need are the fire dampers and chutes that go between the floors for fire prevention. The Care Center was not expecting the additional issue but is taking how they address the new construction standards a step further to stay ahead of fire prevention safety.

It was noted that the DuPage Care Center has placed third in Illinois for long-term care facilities by Newsweek Magazine's annual ranking. Ms. Chadwick commented that it is hard enough to get a five-star rating but even harder to maintain one.

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

Mary Keating alluded to the conversation at the last meeting regarding the Weatherization unit's having only one contractor for all projects. Ms. Keating said the State has agreed to return to the multiple vendor contractor model. Having multiple contractors allows for competition between vendors to supply the most efficient and economic services. Five vendors bid, three for the architectural work and two for the mechanical work. Ms. Keating expressed her appreciation to David Watkins, Gina Strafford-Ahmed, and Nickon Etminan, for their hard work to get through the five bids. Because of the increased workload to obtain the five vendors, the bids did not make it to the Human Services Committee on October 17, 2023. These five bids will go to Finance on October 24, 2023. Chair Schwarze will discharge Human Services as the contracts will begin on November 1, 2023.

The Community Services Block Grant Advisory Committee is meeting at 11:30 on Tuesday, October 18, 2023. The Strategic Planning Session will begin at 12:00 p.m., or immediately after the Technology Committee. If there are action items at the CSBG Advisory meeting, they will be completed first for board members that need to leave early to attend the Strategic Planning Session.

**14. OLD BUSINESS**

No old business was discussed.

**15. NEW BUSINESS**

No new business was discussed.

**16. ADJOURNMENT**

With no further business, the meeting was adjourned at 9:55 AM.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi



## HS Requisition \$30,000 and Over

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

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**File #:** HS-P-0081-23

**Agenda Date:** 11/7/2023

**Agenda #:** 6.A.

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AWARDING RESOLUTION  
ISSUED TO HEALTHY AIR HEATING & AIR, INC.  
TO PROVIDE FURNACE REPAIR OR REPLACEMENT  
LABOR AND MATERIALS FOR THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
(LIHEAP)  
(CONTRACT TOTAL AMOUNT: \$206,008.00)

WHEREAS, a quote has been received 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 Healthy Air Heating & Air, Inc., to service, repair or replace, to include labor and materials for inoperable or red-tagged furnaces for Community Services, for the period November 1, 2023 through June 30, 2024 under the FY23 LIHEAP Furnace Voucher Program.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide service, repair or replacement, labor and materials for inoperable or red-tagged furnaces, for the period November 1, 2023 through June 30, 2024, for Community Services, under the FY23 LIHEAP Furnace Voucher Program 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 \$206,008.00.

Enacted and approved this 14th of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 23-124-WEX	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$206,008.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$206,008.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Healthy Air Heating & Air, Inc.	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Robert Palos
VENDOR CONTACT: PIOTR BLASZCZYK	VENDOR CONTACT PHONE: (630)-980-4575	DEPT CONTACT PHONE #: 6425	DEPT CONTACT EMAIL: robert.palos@dupagecounty.gov
VENDOR CONTACT EMAIL: healthyairheatingandair@gmail.com	VENDOR WEBSITE: heatingcoolingrepairchicago.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). 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 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.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
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)	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Vendor selected via request for qualification # 23-124-WEX. Healthy Air Heating & Air, Inc. has worked with DuPage County for 5 years, specifically with our Weatherization 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 5 years and Cook County's Weatherization for 10 years.  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#:	Dept: Community Services	Division: Intake and Referral
Attn: Piotr Blaszczyk	Email: healthyairheatingandair@gmail.com	Attn: Robert Palos	Email: robert.palos@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: 6425	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): November 01, 2023	Contract End Date (PO25): June 30, 2024
Contract Administrator (PO25):			



**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	FY23	5000	1420	53090	23-274028	206,008.00	206,008.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 206,008.00

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

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

**REFERENCES**

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

COMPANY NAME:	DUPAGE COUNTY
ADDRESS:	421 N COUNTY FARM RD
	WHEATON, IL 60187
CONTACT PERSON:	DAVID WATKINS
TELEPHONE NUMBER:	630-407-6469

COMPANY NAME:	C.E.D.A
ADDRESS:	567 WEAT LAKE ST SUITE 1200 CHICAGO, IL 60661
CONTACT PERSON:	JAMES THOMAS
TELEPHONE NUMBER:	312-995-2023

COMPANY NAME:	DEL. MAR BUILDERS
ADDRESS:	905 W 175 ST SUITE 2SW HOMEWOOD, IL 60430
CONTACT PERSON:	RYAN DEYOUNG
TELEPHONE NUMBER:	708-774-1711

Type text here

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

AGREEMENT OF INTENT

I, PIOTR BLASZCZYK (contractor) am submitting my firm to be considered for LIHEAP FURNACE VOUCHER PROGRAM 2024 with the DuPage County.

I, PIOTR BLASZCZYK (contractor) acknowledge my firm upon notice of award for LIHEAP FURNACE VOUCHER PROGRAM 2024 with the DuPage County will use the contracts provided in this Request for Qualification ("RFQu").

**Signature on File**

\_\_\_\_\_  
v  
Contractor 0

\_\_\_\_\_  
10/25/23  
Date

**ETHICS STATEMENT / AGREEMENT**


Prior to the approval of any purchase, it will be the responsibility of the program director to determine if:

1. The expenditure is budgeted.
2. The funds are available for expenditure.
3. The expenditure is allowable under the grant.
4. The expenditure is necessary to the program.

DuPage County Community Services (DCCS) funds will not be utilized to purchase goods and/or services for employees and/or their families even if reimbursement is received for such goods and/or services. Goods and services purchases with DCCS funds are to be used solely for the benefit of the agency and its programs. The use of agency goods and services for personal use by agency employees or board members is not allowed under any circumstances. All purchased items are to be received by authorized employees who indicate which items were received, attach a copy of the purchase order to the invoice, and forward it to the Program Director for approval of payment. Payment is then made as described in the "Cash Disbursement Section".

I have read the above statement, agree with the statement, and will abide by the guidelines set forth with this statement for the duration of my contract/employment with DuPage County Department of Community LIHEAP FURNACE VOUCHER PROGRAM.

Signature on File

  
Contractor's Signature

10/25/23

Date

PIOTR BLASZCZYK

Print Name

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES**  
**INDEMNITY CLAUSE AGREEMENT**

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

Healthy Air Heating & Air, Inc.	10/25/23
Name of Company <span style="color: red;">Signature on File</span>	Date
0	10/25/23
Contractor Signature	Date
	Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES**  
**SAFETY DATA SHEETS**

All vendors, contractors, and/or suppliers must present Safety Data Sheets (SDS) in the printed format of their choice. Each form should include the following minimum information:

- Name and/or product number.
- Name and address of manufacturer.
- Description of hazardous material contained in the product.
- Effects of the hazardous material.
- Telephone number of manufacturer where additional information can be obtained.

SDS are required for any materials containing potentially hazardous substances. All labor vendors, suppliers, and/or contractor must provide SDS to their work crew employees and to DuPage County Department of Community Development. Upon Contract Award, labor vendors, suppliers, and/or contractors must also assure DuPage County Community Development, in writing, that their work crew employees have received the SDS.

I, PIOTR BLASZCZYK (print name) agree to guidelines/stipulations and agree to provide said SDS to DuPage County Department of Community Services LIHEAP FURNACE VOUCHER PROGRAM.

Signature on File

10/25/23

Contractors'  Signature

Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
LIHEAP FURNACE VOUCHER PROGRAM  
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 FURNACE VOUCHER PROGRAM and current contractors. I have been given a catalog of the prices and have submitted all of the required paperwork.

---

Energy Coordinator, DCCSWP

Date

Signature on File

10/25/23

---

Contractor

Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
LIHEAP FURNACE VOUCHER PROGRAM  
UNACCEPTABLE WORK STATEMENT

Work deemed unacceptable by the final inspector will affect job payment. Contractor understands that payment for work is dependent on whether the work order successfully passes final inspection and that a call-back work order is placed in a pending payment status. No work order will be partially paid for until all work has passed final inspection.

Signature on File

\_\_\_\_\_  
Signature

10/25/23

\_\_\_\_\_  
Date



DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

MINORITY, SMALL BUSINESS, WOMEN-OWNED BUSINESSES STATEMENT

Minority, Small Business, and Women-Owned Businesses will be given references for purchases whenever possible. Information will be made available to these firms to encourage their participation in agency's functions. When contractor for goods and services, preference will be given to contractors who subcontract with small business, minority-owned firms, and women-owned business enterprises.

Signature on File

0  
Signature

10/25/23  
Date

**EMERGENCY CONTACT INFORMATION:**

<b>EMERGENCY CONTACT INFORMATION</b>	
NAME	PIOTR BLASZCZYK
CONTACT	PRESIDENT
ADDRESS	124 N Bloomingdale Rd
CITY ST ZIP	Bloomington, IL 60108
EMERGENCY PHONE NO.	630-927-2211
EMAIL	healthyairheatingandair@gmail.com



## COVER LETTER

DuPage LIHEAP

I appreciate the opportunity to submit our bid for the 2024 DuPage Liheap Program to you.

I am excited at the prospect of working with the DuPage LIHEAP program to assist so many homeowners in the DuPage community for Emergency Heating Services saving them energy costs.

We have had what I feel is a long and successful working relationship with DuPage County services for many years providing exactly the services offered in this bid. We have and will always strive for 100% customer satisfaction going over and beyond for the customer from customer service, the work and any follow up. We attempt to be available, responsive and responsible for all aspects of what this bid requires of us.

We are always open to suggestions on how we can do better from any office paperwork, scheduling, work aspects or anything to make a better or smoother working relationship.

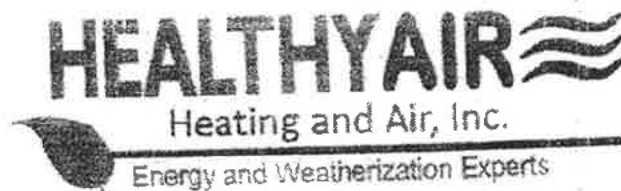
I thank you for your time and consideration of Healthy Air Heating and Air, Inc. for BID#23-124-WEX.

Respectfully,

Piotr Blaszczyk

Signature on File

President Healthy Air Heating & Air, Inc.



## FIRM QUALIFICATIONS

A) To summarize our firms qualifications would include:

1) All employee's knowledgeable in weatherization work, practices, procedures to complete the work

2) Office centrally located in DuPage county to respond to all areas quickly, with warehouse/storage space designed to house materials and equipment for Weatherization services. We have at least 4-7 employee's dedicated to Weatherization work so we can run multiple jobs simultaneously to complete work in a timely manner.

B) We have myself the owner whom oversees every job and a very experienced lead tech on all jobs at all times to ensure all work items are completed properly according to IHWAP standards.

C) What differentiates our company from any others would be our vast years of experience working Weatherization programs for DuPage and Cook Counties and being able to adapt on the fly with new product and procedures they have implemented over the years to enhance the homeowners energy efficiency. I would say we are one of the premier if not the premier company for Weatherization work in the entire Chicagoland area. Based on our employees, office staff, financial stability, responsiveness, communication, full transparency and leadership.

D) Relevant experience would include DuPage Weatherization work for the past 5 of 6 years, Cook County Weatherization work for 10 years, never failing to complete a contract or jobs assigned in the timeframe allotted.

E) (SEE ATTACHED) Company documentation to include: IL Corporation in Good Standing, Tax ID, Certifications, Village registrations, etc.

F) References:

1) DuPage County MECH/LIHEAP/Weatherization: David Watkins Weatherization Program Coordinator - 630-407-6469 David.Watkins@dupageco.org

2) Cook County LIHEAP/Weatherization: Brad Wiesneth LIHEAP Program Coordinator - 312-448-1479 bwiesneth@cedaorg.net

3) DuPage County MECH/LIHEAP/Weatherization: Estefania Fabris Weatherization Staff- 630-407-6469 Estefania.Fabris@dupageco.org

4) BMO Harris Bank: Personal Banking 191 E Lake St Bloomingdale, IL 690108 - 630-980-8700

5) Munch Supply: Accounting - 301 Ferraro Dr New Lenox, IL 60451 - 815-723-1111

6) NuComfort Supply: Jim Hochschild 630-534-4900 500 Windy Point Dr Glendale Heights, IL 60139

Respectfully,

Piotr Blaszczyk

President Healthy Air Heating & Air, Inc.

124 N Bloomingdale Rd Bloomingdale, IL 60108 P: 630-980-4575 F: 630-980-5577 E: healthyairheatingandair@gmail.com



## KEY QUALIFICATIONS

Healthy Air Heating & Air, Inc has a proven background in Weatherization services for 10+years and key personal with extensive experience to satisfy all scope of work assigned by DuPage County for the Weatherization Program.

Our team includes:

- 1) Piotr Blaszczyk 21 years experience - President and active person in all aspects of Weatherization assignments
- 2) Anna Blaszczyk 21 years experience- Treasurer: Payroll, billing, invoicing, accounts payable & receivable, time cards, banking
- 3) Richard Kuhn 21 years experience - Office Manager: Work orders, paperwork, village registrations, association processing, scheduling, re-work, invoicing, customer service.
- 4) Ryszard Litwin 20 years experience - Lead technician/foreman: Weatherization standard practices, insulation, foam, electrical, plumbing, ASHRAE fans, general construction, windows, doors
- 5) Pawel Lukacz 20 years experience - Weatherization technician: Weatherization standard practices, insulation, foam, minor electrical, minor plumbing, tile, ASHRAE fans, general construction, windows, doors
- 6) Ricardo Roa 5 years experience - Weatherization technician: Weatherization standard practices, insulation, foam, minor electrical, ASHRAE fans, general construction, windows, doors

Healthy Air Heating & Air Inc, is a family owned and operated company with all officers and employees in communication dally with each other on jobs on hand, in progress and completed for smooth transferring of information from start to finish of all work assigned. Every person plays a key role to the overall success of the customer satisfaction on every job and we are always striving to improve in all areas and personal to achieve the greatest satisfaction for the program we are working on.

We hold monthly training on a variety of items as new requirements arise and review existing practices so we all stay sharp to achieve the goal.

One point we pride ourself on is any customer complaint is taken seriously and immediate action is taken to resolve even the smallest complaint at any time in the warranty period. We feel we go above and beyond what is expected in this area as we are always trying to make our program employer look good to the customer at all times.

Our vehicles are professional grade, lettered with company information, all employees wear company clothing and we provide all necessary PPE for employees always trying to keep them and the customers safe at all times.

Respectfully,

Piotr Blaszczyk

President Healthy Air Heating & Air, Inc.

124 N Bloomingdale Rd Bloomingdale, IL 60108 P: 630-980-4575 F: 630-980-5577 E: healthyairheatingandair@gmail.com



## PROJECT UNDERSTANDING

Healthy Air Heating & Air, Inc has great interest in working with DuPage County Weatherization Program to continue helping those who qualify for the program to make their homes better and more energy efficient. We have devoted over a decade our of company time, resources, training, lives to the Weatherization program for DuPage & Cook County combined and if this is a small way we can make our community better we could not be prouder to do so.

We have set up internal custom systems for scheduling, invoicing, templates, communication lists, vendors, space to accommodate providing Weatherization services and feel we are in the best position to fulfill any size contract we can be awarded to do. We have been able to coordinate seamlessly with DuPage & Cook Counties our scheduling of jobs, in progress and completion with our Grand List Spreadsheet and email communications with director, assessors, inspectors and staff. Making sure we are all on the same page working together to meet the clients goal is of top priority at all times.

- A) Our ongoing management is working directly each day with all persons involved in the Weatherization program to stay on schedule, schedule new work, take care of any call backs, and stay on top of any new training or procedures that employees need to know to do their jobs in the best way possible.
- B) Our performance metrics has met a.l awarded contracts in full every year and have even gone over and beyond to pick up other contractors jobs that had fallen behind. We have been and will always be able to adapt to the ups and jobs of program job flow as to stay on track to completion. The better we are informed of whats coming the better we can be prepared to meet the goal in the desired time frame, I will say the only (X) factor is association approvals can be tricky and sometimes lengthy but even there . feel we have a great system to gain association approval faster than most any company out there.
- C) Incident Report: (SEE ATTACHED SAMPLE INCIDENT REPORT FORM)
- D) Incident Process Procedure:
  - 1) Immediately make an incident report internally with any and all parties involved
  - 2) Submit report to owner of Healthy Air Heating & Air, Inc.
  - 3) Inform DuPage County of the nature of the incident and potential issues from the incident and inform them if this will handled internally or will require additional outside assistance from the proper services.
  - 4) All parties will be keep abreast of all reviews and actions taken to resolve the incident until its conclusion.

Respectfully,

Piotr Blaszczyk

President Healthy Air Heating & Air, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kaiser/North Shore Insurance 1400 Sunset Ave Ste #1 Waukegan, Illinois 60087	Phone: (847)623-0300 Fax: (847)623-0988	<b>CONTACT NAME:</b> Joanne Gray <b>PHONE (A/C, No, EXT):</b> (847)367-1400 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> joanne@jtonge.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td>Acuity, A Mutual Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Casualty Company Of America	25674	INSURER B:	Acuity, A Mutual Insurance Company	14184	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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<b>INSURED</b> HEALTHY AIR HEATING & AIR INC 124 N Bloomingdale Road BLOOMINGDALE, IL 60108																						

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 2854	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				<input checked="" type="checkbox"/> Y	RIP-004W902144	3/20/2023	3/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				<input checked="" type="checkbox"/> Y	BA-004W902899	3/20/2023	3/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS				<input checked="" type="checkbox"/> Y	ZC 4484	3/20/2023	3/20/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y/N <input checked="" type="checkbox"/> N / <input type="checkbox"/> Y	UB-004W702889	3/20/2023	3/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE COUNTY OF DUPAGE IS ADDITIONAL INSURED ON A PRIMARY AND NON CONTRIBUTORY BASIS WITH A WAIVER OF SUBROGATION  
 WORK COMP WAIVER WC000313  
 GENERAL LIABILITY PRIMARY CB-1488  
 GENERAL LIABILITY WAIVER CB7457

<b>CERTIFICATE HOLDER</b> Holder's Nature of Interest: Additional Insured DUPAGE COUNTY BUILDING & ZONING DEPARTMENT 421 N. COUNTY FARM ROAD WHEATON, IL 60187	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature on File
---	---



**To all to whom these Presents Shall Come, Greeting:**

*I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

HEALTHY AIR HEATING & AIR, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 03, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of APRIL A.D. 2023 .***



*Alexi Giannoulas*

SECRETARY OF STATE



EE Installer Recertification Report: To be submitted annually by June 1

ORIGINAL

2023 EE Installer Annual Recertification under 83 IL Adm. Code 462

**ILLINOIS COMMERCE COMMISSION**

**Section 462.70(a):**

1. Please provide the name of the company/entity as it appears in the most recent Commission order granting the certificate to install energy efficiency measures.

Company Name<sup>1</sup>: Healthy Air Heating & Air, Inc.

ICC Docket # for certification<sup>1</sup> 18-0489

MAR 06 2023

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

**Section 462.70(c)(4):**

2. Please provide the name, telephone number, email address and mailing address of at least one person designated by the certificate holder to address questions pertaining to the Recertification Report.

Name: Piotr Blaszczyk

Mailing Address: 124 N Bloomingdale Rd Bloomingdale, IL 60108

Telephone Number: 630-980-4575

Email Address: healthyairheatingandair@gmail.com

**Section 462.70(c)(3):**

3. Please provide the total number of residential electric energy efficiency measures (regardless of utility rebate or incentive value) installed in calendar year 2022

"see confidential version"

4. Please provide the total number of commercial electric energy efficiency measures (regardless of utility rebate or incentive value) installed in calendar year 2022

"see confidential version"

<sup>1</sup> If you are unsure, you can search for the name and docket number at <https://www.icc.illinois.gov/utility/default.aspx?ats=28>. The docket number is 2 digits followed by a dash followed by four digits. The first two digits correspond to the year your application was received.

EE Installer Recertification Report: To be submitted annually by June 1

**Section 462.70(c)(1) and (2):**

Certificate Holder, Healthy Air Heating & Air, Inc. continues to maintain the required qualifications for the service authority granted in its certificate.

Certificate Holder Healthy Air Heating & Air, Inc. continues to comply with the requirements set forth in Illinois Adm. Code Part 462 and Sections 16-128(a) and 16-128B of the Public Utilities Act.

I certify that all the information provided in this annual report is true, correct, and complete to the best of my knowledge, information, and belief.

Signature on File

\_\_\_\_\_  
Signature

Piotr Blaszczyk  
Name

President  
Position Held

630-927-2211  
Contact Phone #

If a notarized signature is required and obtaining such notarization is not possible, please note that under Section 200.130 as amended 6/17/19, verification by certification under Section 1-109 of the Code of Civil Procedure, 735 ILCS 5/1-109, is authorized for Commission documents in lieu of swearing before a notary. The following language is used to verify by certification:

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Signature on File

\_\_\_\_\_  
[signature]



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10-25-2023

Bid/Contract/PO #: 23-124-WEX

Company Name: <u>Healthy Air Heating &amp; Air, Inc.</u>	Company Contact: <u>PIOTR BLASZCZYK</u>
Contact Phone: <u>630-980-4575</u>	Contact Email: <u>healthyairheatingandair@gmail.com</u>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

#### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at: <https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name

PIOTR BLASZCZYK

Title

PRESIDENT

Date

10/25/23

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



HS Requisition \$30,000 and Over

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

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**File #:** HS-P-0082-23

**Agenda Date:** 11/7/2023

**Agenda #:** 6.B.

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AWARDING RESOLUTION  
ISSUED TO NORTEK ENVIRONMENTAL, INC.  
TO PROVIDE FURNACE REPAIR OR REPLACEMENT  
LABOR AND MATERIALS FOR THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
(LIHEAP)  
(CONTRACT TOTAL AMOUNT: \$206,008.00)

WHEREAS, a quote has been received 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 Nortek, Environmental Inc., to service, repair, or replace, to include labor and materials for inoperable or red-tagged furnaces for Community Services, for the period November 1, 2023 through June 30, 2024 under the FY23 LIHEAP Furnace Voucher Program.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide service, repair or replacement, labor and materials for inoperable or red-tagged furnaces, for the period November 1, 2023 through June 30, 2024, for Community Services, under the FY23 LIHEAP Furnace Voucher Program 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, IL 60563, for a contract total not to exceed \$206,008.00.

Enacted and approved this 14th of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 23-124-WEX	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$206,008.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$206,008.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Healthy Air Heating & Air, Inc.	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Robert Palos
VENDOR CONTACT: PIOTR BLASZCZYK	VENDOR CONTACT PHONE: (630)-980-4575	DEPT CONTACT PHONE #: 6425	DEPT CONTACT EMAIL: robert.palos@dupagecounty.gov
VENDOR CONTACT EMAIL: healthyairheatingandair@gmail.com	VENDOR WEBSITE: heatingcoolingrepairchicago.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). 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 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.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
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)	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Vendor selected via request for qualification # 23-124-WEX. Healthy Air Heating & Air, Inc. has worked with DuPage County for 5 years, specifically with our Weatherization 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 5 years and Cook County's Weatherization for 10 years.  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#:	Dept: Community Services	Division: Intake and Referral
Attn: Piotr Blaszczyk	Email: healthyairheatingandair@gmail.com	Attn: Robert Palos	Email: robert.palos@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: 6425	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): November 01, 2023	Contract End Date (PO25): June 30, 2024
Contract Administrator (PO25):			

**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	FY23	5000	1420	53090	23-274028	206,008.00	206,008.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 206,008.00

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

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



October 24, 2023

Mr. David Watkins  
DuPage County- Community Services  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Mr. David Watkins,

Allow me to introduce myself and our company. My name is Lisa Latimer and I am the President of Nortek Environmental, Inc. We are a woman-owned corporation and have been located in Naperville, Illinois since our incorporation in 2002.

My firm and I are honored to have the consideration and submittal of 23-124-WEX and be a part of the upcoming program year for the DuPage County LIHEAP Furnace Voucher Program. We acknowledge receipt of all the addendums with this letter.

Nortek Environmental, Inc. has multiple years of experience working with various Weatherization programs across the Chicago suburban area, including previously working with the DuPage County program.

We appreciate your time in reviewing our bid and look forward to the prospect of working together in the near future.

Sincerely,

Signature on File

A handwritten signature in black ink, appearing to read "Lisa Latimer", is written over a horizontal line.

Lisa Latimer  
President



## Submittal Requirements

### 2. FIRM QUALIFICATIONS

- a) Nortek Environmental Inc. is located at 600 Industrial Drive, Unit 102, Naperville, IL 60563. Nortek has been doing business in Naperville since 2001 and we have operated from this location since 2012. We are a full-service HVAC company specializing in service and installation of furnaces, air conditioners, boilers, high velocity systems, ductless systems, indoor air quality and ductwork. We are a TRANE Comfort Specialist, and all technicians maintain a minimum of 40 hours of training per year. Our technicians are EPA Certified, and covered under workers compensation insurance.
- b) Nortek Environmental Inc. employs a Field Supervisor that has over 44 years of experience. This Field Supervisor provides support to all installers and service technicians and oversees all projects.
- c) Nortek Environmental Inc. is woman owned and family operated since 2001. We are a member of the WBENC, BBB, and Naperville Chamber of Commerce. Nortek maintains a 4.9-star rating on Google with over 274 reviews.
- d) Nortek Environmental Inc. has participated in several Weatherization contracts throughout the years since 2008. The counties we have serviced are DuPage, Cook, Kane, Kendall, DeKalb, Will, and Kankakee.
- e) Please see State of Illinois Corporation Search in good standing enclosed.
- f) Please see references included in this packet (page 30 of 51)

### 3. KEY QUALIFICATIONS

- a) The following names are the point of contact along with description of capabilities:

Lisa Latimer-Owner/President oversees contract pricing, correspondence, payroll, and client communication and equipment sourcing. 22 years of experience, 22 years with the firm and over 55 accounts assigned.

Justin Adkins-Vice President/Office Manager oversees permit issuance, client communication and scheduling, invoicing, and scheduling. 19 years of experience, 19 years with the firm and over 6326 clients assisted over the years.

Ron Latimer-Field Supervisor provides support to all installers and service technicians and oversees all projects. 44 Years of experience, 21 years with the firm and over 6326 clients assisted over the years.

- b) Officers' areas of expertise:

Lisa Latimer-President: customer communication, financials, pricing, inventory, payroll, hiring, and equipment sourcing.

Justin Adkins-Vice President: customer communication, permit processing, advertising, Accounts Payable, Accounts Receivable and scheduling.

- c) Communication skills:

All employees at Nortek Environmental, Inc. believe in transparent communications with Weatherization program staff members, program guidelines and clients. Employees are expected to be always polite and courteous. All employees are to respect a client's home and their property.

#### 4. PROJECT UNDERSTANDING

a) The ongoing management of our services includes:

Contact client for assessment

Perform assessment and completion of measurement sheet and necessary items to repair/replacement equipment.

Perform Manual J if applicable and submit a change order for any additional findings.

Apply for any applicable permits.

Client contacted for return visit for repair or replacement and scheduled accordingly.

After the job is completed all necessary documents and invoice is submitted for payment.

b) All standard installations are typically completed within 1 business day. Some jobs, however, go beyond the scope of a standard installation/job and may require additional time to complete. In these instances, we would notify the agency whenever applicable.

In addition, Nortek performs a Testo Report on all completed jobs to ensure that the heating system is operating within the required range of operation.

c) Nortek adheres to any required format of the individual agency for incident reports and will file them accordingly. Nortek will begin writing incident reports as soon as a documentable instance arises, documenting all necessary information applicable. This includes the names of all parties involved, times of events, and specific details of the report to ensure that as much information as possible is accounted for. For example, an incident report may read as this:

##### *Sample Report*

"On November 4<sup>th</sup>, 2023, Lisa Latimer from Nortek Environmental, Inc. received a call from client John Smith from 123 Main Street, Naperville, IL stating that his heat was non-operational, and he was very upset over the phone, stating "This is wrong, this equipment was just installed and should work correctly. You installed a lemon in my home". Lisa L. de-escalated the conversation with John S., stating "I understand your frustration. Please allow us to return to your home and address the matter." Lisa L. advised John S. that Nortek was available to return to John S.'s property between the hours of 1 PM and 4 PM on November 4<sup>th</sup>, 2023. Upon arrival on the same day at John S.'s property at 2:35 PM, technician Michael Hughes entered property and determined that John S. had set the thermostat incorrectly, resulting in the Air Conditioner turning on instead of the Furnace. Michael H. set the thermostat to the correct setting and cycled furnace 3 times before leaving property at 3:31 PM."

d) Nortek will always attempt to solve an issue with a client initially, before contacting the County Weatherization program. Nortek's first step is always to have Lisa intervene and allow the client to express their concerns directly to herself when all other office staff resources have been exhausted. If the client is still unsatisfied, Lisa will then reach out directly to the assigned assessor for the client and discuss the issue and resolution.

EE Installer Recertification Report: To be submitted annually by June 1

**2023 EE Installer Annual Recertification under 83 IL Adm. Code 462**

**OFFICIAL FILE**

Section 462.70(a)

**ILLINOIS COMMERCE COMMISSION**

**ORIGINAL**

1. Please provide the name of the company/entity as it appears in the most recent Commission order granting the certificate to install energy efficiency measures.

Company Name<sup>1</sup>: Nortek Environmental, Inc.

ICC Docket # for certification<sup>1</sup> 18-0010

**Section 462.70(c)(4):**

2. Please provide the name, telephone number, email address and mailing address of at least one person designated by the certificate holder to address questions pertaining to the Recertification Report.

Name: Nortek Environmental, Inc.

Mailing Address: 600 Industrial Drive, Unit #102

Naperville, IL 60563

Telephone Number: 630-548-1500

Email Address: sales@nortekenvironmental.com

**RECEIVED**

FEB 21 2023

**ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE**

**Section 462.70(c)(3):**

3. Please provide the total number of residential electric energy efficiency measures (regardless of utility rebate or incentive value) installed in calendar year 2022.

\_\_\_\_\_62\_\_\_\_\_

4. Please provide the total number of commercial electric energy efficiency measures (regardless of utility rebate or incentive value) installed in calendar year 2022.

\_\_\_\_\_3\_\_\_\_\_

<sup>1</sup> If you are unsure, you can search for the name and docket number at <https://www.icc.illinois.gov/utility/default.aspx?ats=28>. The docket number is 2 digits followed by a dash followed by four digits. The first two digits correspond to the year your application was received.

EE Installer Recertification Report: To be submitted annually by June 1

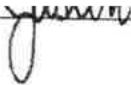
**Section 462.70(c)(1) and (2):**

Certificate Holder, [Nortek Environmental, Inc.], continues to maintain the required qualifications for the service authority granted in its certificate.

Certificate Holder, [Nortek Environmental, Inc.], continues to comply with the requirements set forth in Illinois Adm. Code Part 462 and Sections 16-128(a) and 16-128B of the Public Utilities Act.

I certify that all the information provided in this annual report is true, correct, and complete to the best of my knowledge, information, and belief.

Signature on File

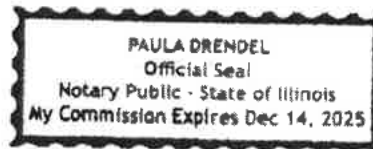
  
\_\_\_\_\_  
Signature  
Justin Adkins  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_  
Position Held  
630-548-1500  
\_\_\_\_\_  
Contact Phone #

Subscribed and sworn before me

This 15 day of FEBRUARY 2023.

Signature on File

\_\_\_\_\_  
Notary Public



# United States Environmental Protection Agency

This is to certify that



Nortek Environmental Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

**In the Jurisdiction of:**

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 23, 2024

Signature on File

NAT-55521-2  
Certification #  
December 09, 2019  
Issued On



Michelle Price, Chief  
Lead, Heavy Metals, and Inorganics Branch



Office of the Secretary of State

ilsos.gov

**New Facility Hours and Appointments**

**APPOINTMENTS REQUIRED** for REAL ID, DL/ID card services and in-car driving tests. Check your local DMV facility for extended hours and appointment availability.



# Business Entity Search

## Entity Information

<b>Entity Name</b>	NORTEK ENVIROMENTAL INC.	<b>Status</b>	ACTIVE
<b>File Number</b>	62472723	<b>Type of Corp</b>	DOMESTIC BCA
<b>Entity Type</b>	CORPORATION	<b>State</b>	ILLINOIS
<b>Incorporation Date (Domestic)</b>	09-25-2002	<b>Duration Date</b>	PERPETUAL
<b>Annual Report Filing Date</b>	08-29-2023	<b>Annual Report Year</b>	2023
<b>Agent Information</b>	DENICE A GIERACH 1776 LEGACY CIRCLE STE 104 NAPERVILLE ,IL 60563	<b>Agent Change Date</b>	01-08-2007

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Officer	Name and Address
President	LISA LATIMER, 600 INDUSTRIAL DRIVE #102, NAPERVILLE IL 60563
Secretary	JUSTIN ADKINS 600 INDUSTRIAL DR #102 NAPERVILLE IL 60563



City of Aurora Development Services Dept.  
 Development Services Administration 1st Floor  
 77 S. Broadway  
 Aurora, IL 60505

# City of Aurora



Phone: (630) 256-3770 or (630) 256-3130 | Web: [www.aurora-il.org](http://www.aurora-il.org)

## Development Services License

NORTEK ENVIRONMENTAL INC  
 600 INDUSTRIAL DR, SUITE #102  
  
 NAPERVILLE, IL 60563

Location ANYWHERE  
 License Type HEATING CONTRACTOR

City of Aurora License # CNTR-00663  
 Business Name NORTEK ENVIRONMENTAL INC  
 Business Phone 6305481500  
 Lisa@nortekenvironmental.com; Lisa@nortekenvironmental.com

Thank you for licensing your business with the City of Aurora. We sincerely hope you feel your experience with our licensing program and processing was the best in the region. Please ensure that any required inspections are called so as not to jeopardize your future renewals. The City of Aurora - Development Services department looks forward to serving you. Please take our Customer Satisfaction Survey [https://www.surveymonkey.com/r/COA\\_RentalLicenseApplication](https://www.surveymonkey.com/r/COA_RentalLicenseApplication)



City of Aurora  
 77 S. Broadway  
 Aurora IL 60505

MUNICIPAL LICENSE HEATING CONTRACTOR  
 License #: CNTR-00663  
 Keep Posted in Public View, Non-Transferable ANYWHERE

Under the Municipal Code of the City of Aurora, this certificate when properly validated affirms that the appropriate License Fee, or other indicated fee, has been paid

### License Details

DBA if Any NORTEK ENVIRONMENTAL INC  
 Classification  
 Ownership Type  
 State Registration#  
 Parcel ID #: ANYWHERE

### Licensed Business Name

NORTEK ENVIRONMENTAL INC  
 600 INDUSTRIAL DR, SUITE #102  
  
 NAPERVILLE, IL 60563  
 Ph: 6305481500  
 Alt Ph: 6307426029  
 Email: lisa@nortekenvironmental.com

License Number CNTR-00663  
 Issued Date 11/22/2021  
 Valid To Date 2/15/2024  
 Fees are to be Paid Annually

Owner 6305481500  
 LISA LATIMER  
 600 INDUSTRIAL DR UNIT #102  
 FAX #630-548-1526  
 NAPERVILLE, IL 60563  
 Email:lisa@nortekenvironmental.com

Development Services Admin  
 City of Aurora IL



City of Aurora  
 77 S. Broadway  
 Aurora IL 60505

MUNICIPAL LICENSE HEATING CONTRACTOR  
 License #: CNTR-00663  
 Keep Posted in Public View, Non-Transferable ANYWHERE

Under the Municipal Code of the City of Aurora, this certificate when properly validated affirms that the appropriate License Fee, or other indicated fee, has been paid

### License Details

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 Classification  
 Ownership Type  
 State Registration#  
 Parcel ID #: ANYWHERE

### Licensed Business Name

NORTEK ENVIRONMENTAL INC  
 600 INDUSTRIAL DR, SUITE #102  
  
 NAPERVILLE, IL 60563  
 Ph: 6305481500  
 Alt Ph: 6307426029  
 Email: lisa@nortekenvironmental.com

License Number CNTR-00663  
 Issued Date 11/22/2021  
 Valid To Date 2/15/2024  
 Fees are to be Paid Annually

Owner 6305481500  
 LISA LATIMER  
 600 INDUSTRIAL DR UNIT #102  
 FAX #630-548-1526  
 NAPERVILLE, IL 60563  
 Email:lisa@nortekenvironmental.com

Development Services Admin  
 City of Aurora IL

**CONTRACTOR REGISTRATION APPLICATION**

New contractor registrations will not be processed until all requirements have been met.

**City of Aurora**  
 Development Services Department  
 Division of Building and Permits  
 77 S Broadway  
 Aurora, IL 60505



AEC #: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

Total Fees: \_\_\_\_\_ Submittal Date: \_\_\_\_\_  
 Online Portal: <https://auro-trk.aspgov.com/etrakit/> Phone: 630.256.3130 Website: [www.aurora-il.org](http://www.aurora-il.org)

Official Business Name: Nortek Environmental, Inc.

Mailing Address: 600 Industrial Drive, Unit 102 Naperville, IL 60563

Business Telephone: 630-548-1500 Cell Number: 630-742-6031

Email Address: sales@nortekenvironmental.com Ownership:  Corporation  Partnership  Sole Proprietor

Name: Lisa Latimer Signature: *[Signature]* Date: 10/25/2022

(If other than sole proprietor list partner or corporate officers below)

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**CONTRACTOR TYPE and REQUIRED DOCUMENTS**

(Please select all that apply to this application) Inquiry Emails: [bpcsrqgroup@aurora.il.us](mailto:bpcsrqgroup@aurora.il.us)

Selection	License Type	Application	Registration Fee	State of Illinois License / Registration	License / Certificate from Municipality where tested	Certificate of Insurance & Workmans Comp.	Business Card	Bond
	Driveway	x					x	
	Dumpster	x				x	x	\$5,000
	<input checked="" type="radio"/> Electrical Commercial <input type="radio"/> Electrical Residential	x	\$200		x	x		
	Elevator	x	\$200			x		
	Fence	x					x	
	Fire Alarm	x		x		x		
	Fire Suppression/Sprinkler	x	\$200	x		x		
	General	x	\$200			x		
✓	HVAC	x	\$200		x	x		
	Plumbing	x		x				
	Public Works / Engineering (ROW, Driveway 2, etc.)	Please contact Engineering Department to discuss specific requirements. <a href="https://www.aurora-il.org/DocumentCenter/View/2784/Contractors-License-Application-7bidid">https://www.aurora-il.org/DocumentCenter/View/2784/Contractors-License-Application-7bidid</a>						
	<input type="radio"/> Roofing Commercial <input type="radio"/> Roofing <= 8 units	x	\$200	x		x		
	Sign (General)	x	\$200			x		
	Sign (Electrical)	x	\$200		x	x		

- Certificate of Insurance (Aurora as primary and non-contributory additional insured) and Workers Compensation in compliance with Statutory Illinois
  - \$1,000,000 general aggregate with \$500,000 per occurrence
- Surety bond in the amount of \$5000. Bond must be valid for minimum of one (1) year

**TESTING CRITERIA FOR H.V.A.C. & ELECTRICAL (COMMERCIAL / RESIDENTIAL) CONTRACTOR LICENSES**

Name of Municipality where tested: Aurora

Name of Qualifying Party (test taker): Ronald Latimer

Qualifying Party is a (mark one):  Partner  Corporate Officer  
 (Per City of Aurora Ordinance, it is required that a vested individual be the Qualifying Party to ensure more permanent role in company)

Phone Number of Qualifying Party: 630-548-1500 Email Address of Qualifying Party: sales@nortekenvironmental.com

City of Aurora Manager Signoff: \_\_\_\_\_ Date: \_\_\_\_\_

**DISCLAIMERS**

- It is required that the business is registered with the Secretary of State or a DBA Certificate from the County must be provided at time of submittal.
- An Employee Affidavit is not accepted for Roofing contractors. Workman's compensation must be provided.
- Outstanding and/or expired permits will prevent a contractor from renewing their license and pulling permits
- Contractors may request a report of open permits with the above information anytime by emailing: [devservicesadmin@aurora.il.us](mailto:devservicesadmin@aurora.il.us)



## Municipal Testing Requirements

117.1.6.2 Tests shall be taken by a Qualifying Party.

117.1.62.1 **Qualifying party; means** the individual filing as a sole proprietor, partner of a partnership, officer of a corporation, who is legally qualified to act for the business organization in all matters connected with its contracting business and has the responsibility to supervise installation operations, and is actively engaged in day to day activities of the business organization.

For **Electrical Contractors** we require current certifications from the International Code Council for the categories of National Standard Master Electrician (Commercial); National Standard Residential Electrician (residential); and National Standard Journeyman Sign Electrician or National Standard Master Electrician Certification (Signage Electrical Contractor) in lieu of municipal testing.

For **Mechanical/HVAC Contractors** we require current certifications from the International Code Council for the categories of National Standard Master Mechanical in lieu of municipal testing.

OR Additionally, you may reach out to the below accepted Municipalities for testing:

Electrical	Mechanical
Buffalo Grove	Elgin
Chicago	Freeport
Elgin	Gary Indiana – Limited (Res), Unlimited (Com)
Libertyville	Joliet
Orland Park	Rockford – Type A, F for Fireplaces
Ottawa	California, Ohio, Utah (S350)
Woodstock	Wisconsin (HVAC Qualifier License Only)

## eTRAKit Online Portal

ETrakit, our online portal, offers the ability to review the status of licenses, permits, projects and inspections. Users can also pay for registrations, licenses, and permits as well as schedule permit inspections and upload documents.

If this is your first time using our online portal, please follow the steps below:

1. Access the Online Portal at: <https://auro-trk.aspgov.com/etrakit/>
2. Select "Forgot Password" in the upper right-hand corner of the screen.  
Select "Contractor" from your choice of account types.
3. Enter the main business email address that you submitted on your registration. Then select RESET PASSWORD.  
*(If you have multiple accounts the system will warn you that ALL accounts will be reset. Select CONTINUE)*
4. From the same computer used to submit the reset request, retrieve reset email link.  
*(This will be sent from [devservicesadmin@aurora.il.us](mailto:devservicesadmin@aurora.il.us))*

**\*If you experience issues or if you wish to consolidate accounts, please email [devservicesadmin@aurora.il.us](mailto:devservicesadmin@aurora.il.us)\***

### Logging in as a Contractor

1. Access the Online Portal at: <https://auro-trk.aspgov.com/etrakit/>
2. In the top Orange Ribbon; Select 'Contractor/Developer/ Design Professionals' as shown below:



3. From the newly displayed 'User Name' box, find & select your Contractor name from dropdown options.
4. Enter password & Select Login.

### To pay for License/Permit

1. From your Dashboard Under the section 'My Active Licenses' or 'My Active Permits', select the Fee Due Amount Due in the 5<sup>th</sup> column. By selecting the dollar amount this balance will move to your Shopping Cart.  
*(If you wish to add additional license(s) or permit(s) to your shopping cart click on 'BACK TO DASHBOARD' & repeat process)*
2. Verify that the box is checked next to all records you wish to pay. Then click 'PROCEED TO CHECKOUT'
3. Review the checkout summary & verify all information is correct. Then click 'PROCEED TO PAYMENT' & submit payment information.

Please take a moment to provide us feedback at: [https://www.surveymonkey.com/r/COA\\_ContracorLicensing](https://www.surveymonkey.com/r/COA_ContracorLicensing)



Building & Zoning Department  
Dupage County

# Contractor Registration Certificate

Issued to:

**NORTEK ENVIRONMENTAL, INC.**

NAPERVILLE, IL 60563

**Registration #**

**CR0002757**

Current Registration Date: 10/18/2023

Registration Date Expires: 10/18/2024

**Trades:**  
HVAC

Workman's Comp: Required

Workman's Comp Expires: 04/01/2024

Liability Insurance Expires: 04/01/2024

**Registration Type:**

Sub Contractor

**Signature on File**

Building Official

Phone: (630) 407-6700  
Fax: (630) 407-6702

# WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Nortek Environmental, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Certification Granted: January 17, 2020

Expiration Date: January 31, 2024

WBENC National Certification Number: WBE2000080

Signature on File

Authorized by Emilia DiMenco, President &  
CEO Women's Business Development Center -  
Midwest



NAICS: 238220, 333415  
UNSPSC: 40101800, 72101511, 72151000, 72151001, 72151002, 72151003





WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Nortek Environmental, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Table with 5 rows: Majority Female Owner: Lisa Averill; NAICS: 238220, 333415; UNSPSC: 40101800, 72101511, 72151000, 72151001, 72151002, 72151003; Certification Number: WOSB210468; Renewal Date: January 31, 2024; WOSB Regulation Expiration Date: 1/31/2024



Signature on File

Emilia DiMenco, Women's Business Development Center - Midwest President & CEO

Signature on File

Pamela Prince-Easton, WBENC President & CEO

Signature on File

LaKesha White, Vice President, Certification

REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

COMPANY NAME:	ST. TIMOTHY LUTHERN CHURCH
ADDRESS:	1313 N. MILL STREET
	NAPERVILLE IL 60563
CONTACT PERSON:	BRAD STATESMAN
TELEPHONE NUMBER:	630-453-7822

COMPANY NAME:	WILL COUNTY CENTER FOR COMMUNITY CONCERNS
ADDRESS:	2455 GLENWOOD AVE
	JOLIET IL 60435
CONTACT PERSON:	CRAIG WAGNER
TELEPHONE NUMBER:	815-722-0722

COMPANY NAME:	KANKAKEE COUNTY COMMUNITY SCS. INC.
ADDRESS:	657 EAST COURT STREET
	SUITE 207
	KANKAKEE IL 60901
CONTACT PERSON:	DYLAN SMITH
TELEPHONE NUMBER:	815-933-7883

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
LIHEAP FURNACE VOUCHER PROGRAM

AGREEMENT OF INTENT

I, NORTEK ENVIRONMENTAL, INC. (contractor) am submitting my firm to be considered for LIHEAP FURNACE VOUCHER PROGRAM 2024 with the DuPage County.

I, NORTEK ENVIRONMENTAL, INC. (contractor) acknowledge my firm upon notice of award for LIHEAP FURNACE VOUCHER PROGRAM 2024 with the DuPage County will use the contracts provided in this Request for Qualification ("RFQu").

Signature on File

t  
Contractor

10-24-23  
Date

**ETHICS STATEMENT / AGREEMENT**

Prior to the approval of any purchase, it will be the responsibility of the program director to determine if:

1. The expenditure is budgeted.
2. The funds are available for expenditure.
3. The expenditure is allowable under the grant.
4. The expenditure is necessary to the program.

DuPage County Community Services (DCCS) funds will not be utilized to purchase goods and/or services for employees and/or their families even if reimbursement is received for such goods and/or services. Goods and services purchases with DCCS funds are to be used solely for the benefit of the agency and its programs. The use of agency goods and services for personal use by agency employees or board members is not allowed under any circumstances. All purchased items are to be received by authorized employees who indicate which items were received, attach a copy of the purchase order to the invoice, and forward it to the Program Director for approval of payment. Payment is then made as described in the "Cash Disbursement Section".

I have read the above statement, agree with the statement, and will abide by the guidelines set forth with this statement for the duration of my contract/employment with DuPage County Department of Community LIHEAP FURNACE VOUCHER PROGRAM.

Signature on File

*2 dba NOETEX ENVIRONMENTAL, INC.*

Contractor's Signature

Date

*10-24-23*

*Lisa Latimer*

Print Name

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

INDEMNITY CLAUSE AGREEMENT

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

NORTEK ENVIRONMENTAL, INC 10-24-23

Name of Company  
Signature on File

Date

\_\_\_\_\_  
Contractor Signature

10-24-23  
Date

\_\_\_\_\_  
Energy Coordinator

Date




DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
SAFETY DATA SHEETS

All vendors, contractors, and/or suppliers must present Safety Data Sheets (SDS) in the printed format of their choice. Each form should include the following minimum information:

- Name and/or product number.
- Name and address of manufacturer.
- Description of hazardous material contained in the product.
- Effects of the hazardous material.
- Telephone number of manufacturer where additional information can be obtained.

SDS are required for any materials containing potentially hazardous substances. All labor vendors, suppliers, and/or contractor must provide SDS to their work crew employees and to DuPage County Department of Community Development. Upon Contract Award, labor vendors, suppliers, and/or contractors must also assure DuPage County Community Development, in writing, that their work crew employees have received the SDS.

I, Lisa Latimer / Nortek Environmental, Inc. (print name) agree to guidelines/stipulations and agree to provide said SDS to DuPage County Department of Community Services LIHEAP FURNACE VOUCHER PROGRAM.  
**Signature on File**

  
Contractors' Signature

10-24-23

Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

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 FURNACE VOUCHER PROGRAM and current contractors. I have been given a catalog of the prices and have submitted all of the required paperwork.

Energy Coordinator, DCCSWP

Date

Signature on File

[Signature] dba Nortek Environmental, Inc. 10-24-23

Contractor

Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
LIHEAP FURNACE VOUCHER PROGRAM  
UNACCEPTABLE WORK STATEMENT

Work deemed unacceptable by the final inspector will affect job payment. Contractor understands that payment for work is dependent on whether the work order successfully passes final inspection and that a call-back work order is placed in a pending payment status. No work order will be partially paid for until all work has passed final inspection.

Signature on File

\_\_\_\_\_  
Signature

10-24-23

\_\_\_\_\_  
Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
LIHEAP FURNACE VOUCHER PROGRAM

MINORITY, SMALL BUSINESS, WOMEN-OWNED BUSINESSES STATEMENT

Minority, Small Business, and Women-Owned Businesses will be given references for purchases whenever possible. Information will be made available to these firms to encourage their participation in agency's functions. When contractor for goods and services, preference will be given to contractors who subcontract with small business, minority-owned firms, and women-owned business enterprises.

Signature on File

\_\_\_\_\_  
Signature

10-24-23

\_\_\_\_\_  
Date

---

**CONTRACTOR COST ASSESSMENT**

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

Application ID Number: \_\_\_\_\_

*Insert company name* has inspected the property located at \_\_\_\_\_. *Insert company name* understands the extent of the work to be completed and accepts the job.

*Insert company name* agrees to provide all labor, material, and equipment necessary to complete the work and restore heat to the home as listed in the attached summary of work for the property located at \_\_\_\_\_. The total cost for the work to be completed is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

*Insert company name* understands that CEDA will not pay cost that exceeds \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*ITEMIZED COST ASSESSMENT MUST ACCOMPANY THIS FORM*

Rev91222 BW

**Nortek Environmental, Inc.**  
 600 Industrial Drive, Unit 102  
 Naperville, IL 60563  
 630-548-1500

**Customer Information:**

Invoice Date:  
 Invoice #

App. ID:  
 Name:  
 Address:  
 City:  
 Phone:  
 Phone:

Bill To:

Replacement Furnace Information

Manufacturer:

Model #:

Serial #:

BTU's:

Job Start Date:

Complete Date:

HVAC Description	Quantity	Material	Labor	Total
				0.00
				0.00
			\$ -	0.00
		\$ -	\$ -	0.00
		\$ -	\$ -	0.00
		\$ -	\$ -	0.00
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		\$ -	\$ -	0.00

<b>Total HVAC:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
--------------------	-------------	-------------	-------------

Health & Safety Description	Quantity	Material	Labor	Total
		\$ -	\$ -	0.00
				0.00
				0.00
			\$ -	0.00
		\$ -	\$ -	0.00
		\$ -	\$ -	0.00
		\$ -	\$ -	0.00
		\$ -	\$ -	0.00
		\$ -	\$ -	0.00
		\$ -	\$ -	0.00

<b>Total Health &amp; Safety:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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Other Charges (Trip charge, Assessment fee, and etc...)	Quantity	Material	Labor	Total
		\$ -		0.00
		\$ -		0.00
		\$ -		0.00
		\$ -		0.00
		\$ -		0.00

<b>Total Other Charges:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
-----------------------------	-------------	-------------	-------------

<b>Job Grand Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
-------------------------	-------------	-------------	-------------

EMERGENCY CONTACT INFORMATION:

EMERGENCY CONTACT INFORMATION	
NAME	Lisa Latimer
CONTACT	
ADDRESS	600 INDUSTRIAL DR #102
CITY ST ZIP	NAPERVILLE IL 60563
EMERGENCY PHONE NO.	630-548-1500
EMAIL	lisa@northkenvironmental.com



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/24/23

Bid/Contract/PO #:

Company Name: <u>NURTEK ENVIRONMENTAL, INC.</u>	Company Contact: <u>Lisa Latimer</u>
Contact Phone: <u>630-548-1500</u>	Contact Email: <u>lisa@nurtekenvironmental.com</u>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name

Lisa Latimer

Title

President

Date

10-24-23

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





## HS Requisition under \$30,000

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

---

**File #:** 23-3618

**Agenda Date:** 11/7/2023

**Agenda #:** 6.C.

---



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

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$18,908.24
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$18,908.24	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Norcon Communications, Inc	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Gina Strafford-Ahmed
VENDOR CONTACT: Ishwar Hariparshad	VENDOR CONTACT PHONE: 516-239-0300	DEPT CONTACT PHONE #: 6444	DEPT CONTACT EMAIL: gina.strafford@dupagecounty.gov
VENDOR CONTACT EMAIL: ishwar@norcon.org	VENDOR WEBSITE: norcon.org	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Intercom system for the 9 intake rooms and reception area for community services.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This is the most effective way to provide ADA hearing capacity for our clients to hear staff in the intake rooms and reception area.			

**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. <b>Lowest Responsible Quote</b>
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

**SECTION 3: DECISION MEMO**

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<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: Norcon Communications, Inc	Vendor#:	Dept: Community Services	Division: I&R
Attn: Ishwar Hariprashad	Email: ishwar@norcon.org	Attn: Gina Strafford-Ahmed	Email: Gina.strafford@dupagecounty.gov
Address: 510 Burnside Avenue	City: Inwood	Address: 421 N County Farm Road	City: Wheaton
State: NY	Zip: 11096	State: IL	Zip: 60187
Phone: 516-239-0300	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:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25):	Contract End Date (PO25):
Contract Administrator (PO25):			

**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		Contract Services	FY23	1	1000	1750	52000	18,908.24	18,908.24
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 18,908.24

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

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



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 TALK-THRU UNIT INTERCOM 23-130-CS  
 BID TABULATION



				Norcon Communications, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Talk-Thru Unit Intercom 1"	EA	12	\$ 1,297.00	\$ 15,564.00
2	Donut Adapter	EA	12	\$ 160.00	\$ 1,920.00
3	Noise Cancelling Headset	EA	5	\$ 265.00	\$ 1,325.00
4	Windscreen for Microphone	EA	3	\$ 33.08	\$ 99.24
<b>GRAND TOTAL</b>					<b>\$ 18,908.24</b>

NOTES

Bid Opening 10/23/2023 @ 2:30 PM	VC, NE
Invitations Sent	3
Total Vendors Requesting Documents	0
Total Bid Responses	1

QUOTE SIGNATURE PAGE

TALK-THRU UNIT INTERCOM 23-130-CS

Signature on File  
X [Signature] SALES MANAGER  
(Signature and Title)  
OCTOBER 19, 2023  
(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	NORCON COMMUNICATIONS, INC
Main Business Address	510 BURNSIDE AVENUE
City, State, Zip Code	INWOOD, NY 11096
Telephone Number	516-239-0300
Email Address	ishwar@norcon.org
Bid Contact Person	ISHWAR HARIPRASHAD

**PRICE**

The quantities shown are approximate and are intended to establish pricing. The County reserves the right to change any quantities to meet its requirements. All goods shall be shipped F.O.B. Destination (prepaid – shipping included in bid pricing).

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Talk-Thru Unit Intercom 1" TTU-1A-X Series	EA	12	\$ 1297	\$ 15564
2	Donut Adapter TTU-DONUT	EA	12	\$ 160	\$ 1920
3	Noise Cancelling Headset TTU-NCHS	EA	5	\$ 265	\$ 1325
4	Windscreen for Microphone TTU-MWS	EA	3	\$ 33.08	\$ 99.24
<b>GRAND TOTAL</b>					<b>\$ 18908.24</b>
<b>GRAND TOTAL</b> (In words)		<i>Eighteen thousand, nine hundred &amp; eight dollars and twenty four cents.</i>			

# VENDOR ETHICS DISCLOSURE FORM



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date 10-20-23

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>NORCON COMMUNICATIONS, INC</b>	Company Contact: <b>SHIELA ZUBIRI</b>
Contact Phone: <b>516-239-0300</b>	Contact Email: <b>SHIELA@NORCONCOMM.COM</b>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read and understand these requirements.

Signature on File

Authorized Signature \_\_\_\_\_

Printed Name

**SHIELA ZUBIRI**

Title

**CONTROLLER**

Date

**10/20/2023**

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





## HS Resolution

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

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**File #:** HS-R-0065-23

**Agenda Date:** 11/7/2023

**Agenda #:** 7.A.

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HOME INVESTMENT PARTNERSHIPS AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND  
CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC.  
PROJECT HM21-02a - \$300,000

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC., an Illinois not-for-profit corporation, (hereinafter called “SUBRECIPIENT”), having a principal place of business at 16555 Weber Rd., Crest Hill, IL 60403 has been selected as a SUBRECIPIENT to receive a portion of COUNTY’S HOME funds to be used for eligible costs associated with Tenant Based Rental Assistance (TBRA) known as HOME project HM21-02a; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2021 Action Plan under Resolution HHS-R-0086-21 as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, on October 3, 2023 the DuPage HOME Advisory Group and on November 7, 2023 the County Human Services Committee has recommended funding Three Hundred Thousand and 00/100 Dollars (\$300,000) for eligible costs associated with Tenant Based Rental Assistance; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME requirements, and said Agreement has been approved by CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC.

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on

behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM21-02a so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC. 16555 Weber Rd., Crest Hill, IL 60403; and the Community Development Commission.

Enacted and approved this 14<sup>th</sup> of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE  
COUNTY**

Community  
Development  
630-407-6600  
Fax: 630-407-6601

Family Center  
422 N. County Farm Rd.  
Wheaton, IL 60187  
630-407-2450  
Fax: 630-407-2451

Housing Supports  
and Self-Sufficiency  
630-407-6500  
Fax: 630-407-6501

Intake and Referral  
630-407-6500  
Fax: 630-407-6501

Senior Services  
630-407-6500  
Fax: 630-407-6501

## COMMUNITY SERVICES

630-407-6500  
Fax: 630-407-6501  
csprograms@dupageco.org

[www.dupageco.org/community](http://www.dupageco.org/community)

**TO:** Greg Schwarze, Chairman and Committee Members  
Human Services Committee

**FROM:** Mary A. Keating, Director,  
Department of Community Services

**DATE:** October 16, 2023

**RE: Catholic Charities Tenant-Based Rental Assistance Program – HM21-02a HOME Agreement**

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**This recommendation was approved by the Home Advisory Group on 10/03/2023.**

**Action Requested:** The HOME Advisory Group approved this project at a conditional commitment level so that staff could prepare a HOME Agreement for the project. Staff recommends approval of the 2021 Program Year Agreement with Catholic Charities for project number HM21-02a, HOME Investment Partnership Program Tenant-Based Rental Assistance Program in the amount of \$300,000.

**Details:** The Tenant Based Rental Assistance Program provides ongoing rental assistance to eligible low-income formerly homeless clients in DuPage County. Through a collaboration with non-profit agencies and DuPage County, since 2016, the program has assisted 48 low-income families with rental assistance to retain affordable rental housing throughout the entire County.

Catholic Charities is requesting \$300,000.00 in HOME funds to provide ongoing rental assistance to approximately 18 households annually. Catholic Charities' request is based on historic annual spending with a monthly caseload between averaging 18 households. Catholic Charities is requesting existing allocated funds from Program Year 2021 HOME funds to be utilized over the next 24 months, which will overlap Program Years 2023, 2024, and 2025.

# Underwriting Memo – Catholic Charities

## Tenant Based Rental Assistance Program

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### 1. Overview

The Tenant Based Rental Assistance Program provides ongoing rental assistance and case – management including supportive services to eligible low-income formerly homeless clients in DuPage County. Since 2016, DuPage County has been collaborating with non-profit agencies to assist 48 low-income families with rental assistance to retain affordable rental housing throughout the entire County.

Catholic Charities is requesting \$300,000.00 in PY21 HOME funds to provide ongoing rental assistance to approximately 18 households annually. Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant’s rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income. Catholic Charities’ request is based on historic annual spending with a monthly caseload averaging 18 households. Catholic Charities is requesting existing allocated funds from Program Year 2021 to support the TBRA program over the next 24 months. The PY21 funding will serve eligible clients during program years 2023, 2024, and 2025.

### 2. Executive Summary

#### *2.A Challenges / Opportunities Presented*

CDC staff reviewed Catholic Charities’ funding request which corresponds with the number of tenants they intend to assist over the next two years, which will overlap Program Years 2023, 2024, and 2025. Historically, Catholic Charities has been an important partner in the County’s efforts to assist eligible low-income homeless clients retain affordable housing. The Tenant Based Rental Assistance Program remains an important tool for low-income residents who could not otherwise afford housing within DuPage County. It is anticipated that this project will benefit 18 households over one program year, most being single with barriers to accessing housing without ongoing assistance and case management. The current rental market presents challenges for the low-income clients that the TBRA Program assists. One challenge is the increase in rental prices and simultaneous decrease of accessibility to affordable, fair market units within DuPage County. It is not only difficult to find an affordable unit but to find a property manager or private landlord willing to work with clients who have barriers (poor credit, criminal history, fixed income, limited employment history, inconsistent rental history, etc.). Often, without ongoing rental assistance, these households would otherwise remain homeless, “doubled up”, or rent burdened. TBRA ensures these most vulnerable clients have access to affordable housing, case management, and ongoing support as they either seek permanent affordable housing or gainful full-time employment.

## 2.B. Risks

Pertinent risk factors for this project are:

Market	<p><b>Low</b> There are 57 potentially eligible clients currently on a list to be assessed for TBRA as a housing intervention (<i>Coordinated Entry System clients scoring 6 – 8 on the VISPDAT self-assessment</i>) According to the National Low Income Housing Coalition, The State of Illinois has a shortage of 293,354 affordable rental homes and 73% of low-income tenants are cost burdened. There is a great need for assistance to help low-income clients retain affordable housing.</p>
Subrecipient	<p><b>Low</b> Catholic Charities has been a longstanding partner in administering a variety of client-based programs. They have been operating TBRA for nearly seven years.</p>
Financing	<p><b>Low</b> Catholic Charities operates this program with HOME funds and will not exceed a client caseload that can be supported by year-over-year funds as they become available. Catholic Charities has several funding sources (federal, state, and private) which fund their staff who operate the program.</p>
Underwriting Assumptions	<p><b>Low</b> Clients are assessed for eligibility and abide by a Self-Sufficiency plan which, in most cases, helps transition a client off assistance within 24 months.</p>
Other	<p>The proposed project presents a low, favorable risk profile and is recommended for approval.</p>

## 3. Project Market

TBRA serves low-income formerly homeless DuPage County residents. This population includes low-income individuals and families who are currently residing in emergency shelter in DuPage County who have been prioritized for a housing intervention on the Homeless Management Information System (HMIS) Coordinated Entry System (CES). There are currently 122 clients (CES clients scoring 6 – 8 on VISPDAT) awaiting assessment for a housing intervention, which includes TBRA. Clients are contacted to complete an assessment and, if determined to meet the minimum requirements, are scheduled for an in-person appointment to complete the application process. Clients develop a Self-Sufficiency Plan (SSP) and encouraged to participate in monthly case management to meet goals outlined in the SSP. Case managers consistently engage clients with services throughout the County – money management, employment coaching, childcare assistance, etc. Clients exit the program successfully either when they obtain gainful full-time employment or permanent affordable housing (Housing Choice Voucher, subsidized senior housing, etc.).

## 4. Development Entity and Capacity

Catholic Charities has administered the Tenant Based Rental Assistance Program since 2016 to low-income families and individuals seeking rental assistance throughout DuPage County. Catholic Charities employs a full-time TBRA case manager, and there are two full-time staff – Supervisor and Director – which oversee the program administration. In addition to HOME funds available for the full-time case manager, PY2023 CDBG public service funds have been

awarded in addition to United Way and DuPage Foundation funding. The two-full-time staff are funded with other sources within the agency.

## **5. Proposed Financial Structure**

Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant's rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income which can result in a fluctuation of program costs. HOME funds the reimbursement of the agency's subsidized rental assistance portion. Catholic Charities estimates serving 18 households annually which will ensure the total costs do not exceed \$300,000.00 in a 24-month period.

## **6. Conclusion**

The proposed project meets all Notice of Funding Available (NOFA), application requirements and has a favorable risk profile. The CDC staff recommendation is that the project be approved for a total of \$300,000.00 from PY21 HOME funds.

HOME INVESTMENT PARTNERSHIPS AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND  
CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC.  
**HM21-02A - \$300,000.00**

This AGREEMENT is entered into as of the 14th day of November, 2023 by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois with offices at 421 N. County Farm Road, Wheaton, Illinois ("COUNTY") and CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC., an Illinois Not-for-Profit Corporation ("SUBRECIPIENT") having a principal place of business at 16555 Weber Rd., Crest Hill, IL. 60403.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the COUNTY necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974," (Pub. L. 93 – 383, 42 U.S.C. § 5301, et seq.) and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to United States Department of Housing and Urban Development ("HUD") for HOME Investment Partnerships Act (the HOME Investment Partnerships Program or "HOME") funds from HUD as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, COUNTY has stated in its Consolidated Plan that it will undertake a Tenant Based Rental Assistance (TBRA) program and has selected SUBRECIPIENT to administer a portion of that program; and

WHEREAS, SUBRECIPIENT possesses the legal authority to execute an agreement to undertake the activity described herein and the individual signing on behalf of SUBRECIPIENT is duly authorized by SUBRECIPIENT to enter into this AGREEMENT and bind SUBRECIPIENT to its terms and conditions; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2021 Action Plan under Resolution HHS-R-0086-21 as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, the COUNTY and SUBRECIPIENT enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following exhibits are hereby incorporated into this AGREEMENT:
  - Exhibit A. DuPage County Tenant Based Rental Assistance (TBRA) Program Policy
  - Exhibit B. DuPage County TBRA Self-Sufficiency Program Plan
  - Exhibit C. Small Area Fair Market Rent (SAFMR) – DuPage Housing Authority Payment Standards
  - Exhibit D. Utility Allowance – DuPage Housing Authority Payment Standards
  - Exhibit E. HOME Lease Requirements
  - Exhibit F. Assurances
  - Exhibit G. Equal Employment Opportunity Certification
  - Exhibit H. VAWA Lease Addendum
  - Exhibit I. DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

II. STATEMENT OF WORK AND ELIGIBILITY FACTORS

- A. **Statement of Work:** The SUBRECIPIENT, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs to provide tenant-based rental assistance for eligible families to reside in eligible housing in accordance with the DuPage County TBRA Program Policy, dated January 24, 2019, reviewed, and amended annually attached hereto as *Exhibit A* and incorporated herein by reference (“PROJECT”).
- B. **Eligible Costs:** SUBRECIPIENT agrees to administer the PROJECT in accordance with the HOME regulations at 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances, and regulations. SUBRECIPIENT shall perform all acts with responsibility to COUNTY in the same manner as COUNTY is required to perform all acts with responsibility to the Federal Government.
  - 1. Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance. Security deposits may be granted to eligible families moving into eligible housing whether or not additional TBRA rental assistance is given, up to the equivalent of two months’ rent.
  - 2. The costs of inspecting the housing and determining the income eligibility of the family are eligible as costs to be reimbursed by HOME TBRA funds. It is anticipated that COUNTY will conduct the housing inspections, but inspections may also be undertaken by public housing authority inspectors.



3. SUBRECIPIENT may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the COUNTY'S CDC.
4. SUBRECIPIENT is prohibited from charging families participating in this PROJECT fees for servicing, origination, or other fees for the costs of administering this PROJECT.

C. **Eligible Families:** In accordance with all the specific requirements of *Exhibit A*, families

1. Must meet citizenship requirements
2. Will be selected off the Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list maintained by the Homeless Management Information System (HMIS) and given a preference if homeless
3. Cannot have an income exceeding 50% of the median family income (MFI) for DuPage County, at initial occupancy, determined by the "Part 5" definition of annual income which is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period (24 CFR Part 5, et seq.). A list of the "Part 5" income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the "Part 5" definition of annual income by the United States Congress. Income must be recertified annually if family is receiving ongoing TBRA. If a family's income is equal or greater than 80% MFI at any recertification, the TBRA assistance will cease.
4. Must establish a self-sufficiency plan at initial lease up through SUBRECIPIENT that will meet the requirements of the DuPage County TBRA Self-Sufficiency Program Plan document attached hereto as *Exhibit B* and incorporated herein by reference.
5. Will contribute 30% of adjusted monthly income (minus utility allowance) to the rental payment, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). Utility Allowances are set forth on *Exhibit D*, attached hereto and incorporated herein by reference.
6. Must enter into a rental assistance contract with SUBRECIPIENT not to exceed 24 months, but which may be renewed, subject to the availability of HOME funds and continuing eligibility of the family. The term of the rental assistance contract with the family must begin on the first day of the term of the lease. The term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

D. **Eligible Housing:** In accordance with the specific requirements of *Exhibit A*,

1. Must be located within the boundaries of the COUNTY HOME Consortium which, at the time of this AGREEMENT, includes property anywhere in DuPage County and the City of Naperville (even those areas outside of DuPage County), but excludes property located in the City of Aurora and the Village of Bolingbrook.

2. Must have a lease in the name of the tenant that complies with the requirements of the HOME program, as indicated on *Exhibit E*, attached hereto and incorporated herein by reference. SUBRECIPIENT, however, may enter into a rental assistance contract with the owner for direct payment of rent. The term of the rental assistance contract with the owner must begin on the first day of the term of the lease and must terminate on termination of the lease.
3. Must be rent reasonable, based on rents charged for comparable unassisted rental units and which rent may not exceed the Small Area Fair Market Rent standard set by the DuPage Housing Authority for its Section 8 Housing Choice Voucher Program, based on number of bedrooms set forth and referenced in *Exhibit C*.
4. Must pass a Housing Quality Standards inspection prior to commitment of funds and annual re-inspections for housing where a family continues to receive TBRA under this AGREEMENT.

III. AMOUNT OF HOME FUNDING; REIMBURSEMENT PROCEDURES; BUDGET

A. HOME funds in the amount of up to THREE HUNDRED THOUSAND and 00/100 Dollars (\$300,000.00) shall be made available to SUBRECIPIENT for payment of eligible costs described in Section II. B., upon approval and adoption of this AGREEMENT by the DuPage County Board, upon receipt of HOME funds from the Department of Housing and Urban Development, and upon the receipt of documentation as described in this Section III.

B. All claims of SUBRECIPIENT shall comply with the following requirements:

1. Prior to committing funds for a specific family, SUBRECIPIENT shall submit to COUNTY documentation in a form proscribed by County which verifies selection and eligibility of family, eligibility of housing, and request for inspection of the housing. COUNTY shall review documentation, complete housing inspection, and notify SUBRECIPIENT of approval or non-approval.
2. Any request for reimbursement of rents, security deposits, or time spent determining the income eligibility of the family shall be accompanied by a copy of the lease, cancelled checks, and/or timesheets.
3. Processing of all requests for payment shall be contingent upon the submission of the required documentation to COUNTY that fully complies with all applicable Federal, state, county or local statutes, rules or regulations. COUNTY reserves the right to withhold funded amounts until all such requirements are met. To process requests for payment, COUNTY must submit such claim for payment approval at the first scheduled County Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, noticed in accordance with the Illinois Open Meetings Act (Illinois Compiled Statutes, Chapter 5, paragraph 120).

C. The budget for the project is anticipated to be as follows:

Rents	\$250,000
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Security deposits only	\$35,000
Determining income eligibility of families	\$15,000
TOTAL	\$300,000

These are estimated numbers and variations in the line items will be tracked but will not require modification to this AGREEMENT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS

A. Time is of the essence of this AGREEMENT. SUBRECIPIENT shall be responsible for meeting the completion dates for the activities listed below. If a SUBRECIPIENT does not meet a completion date, SUBRECIPIENT shall immediately submit a revised implementation schedule for approval by CDC. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

<u>Activity</u>	<u>Completion Date</u>
1. 50% of funds expended	<u>11/14/2024</u>
2. 100% of funds expended	<u>11/14/2025</u>
3. Final reimbursement request received	<u>11/01/2025</u>

B. After a period of twelve (12) months from the date of this AGREEMENT, the Director may review the progress of the PROJECT. At the time of this review, if the SUBRECIPIENT has not demonstrated significant progress toward completion and, if the SUBRECIPIENT has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the SUBRECIPIENT, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBRECIPIENT of its action.

C. This AGREEMENT shall terminate in accordance with Paragraph XI. F. The HOME regulations require the following although it is not anticipated that either of the stated situation will occur, as payments under this AGREEMENT shall be made on a reimbursement basis: Upon expiration of this AGREEMENT, SUBRECIPIENT must transfer to COUNTY any HOME funds on hand at time of expiration and any accounts receivable attributable to the use of HOME funds. Any HOME funds repaid to SUBRECIPIENT or recaptured by SUBRECIPIENT must be remitted to COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. SUBRECIPIENT shall comply with the Federal Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”), as updated from time to time, including any single audit requirements contained therein.

VI. OTHER PROGRAM REQUIREMENTS

- A. The project will be conducted and administered in compliance with applicable federal civil rights and fair housing law, including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.
  2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 42 U.S.C. § 2000d et seq.), as amended; and that the SUBRECIPIENT will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.
  3. The Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, as amended, (42 U.S.C. § 3601-20).
  4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.
  5. Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. § 3001, et seq.), as amended, and implementing regulations when published for effect.
- B. Section 109 of the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended, and the regulations issued pursuant thereto, requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available to the ACT. Discrimination on the basis of age is also prohibited pursuant to the Age Discrimination Act of 1975 (Pub. L. 94-135).
- C. If applicable, the SUBRECIPIENT shall comply with the Federal Labor Standards and Prevailing Wage Rates, including assisting COUNTY with employee interviews of the contractor and/or subcontractors at the job site, if necessary. No construction is anticipated under this AGREEMENT.
- D. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. The environmental review for the PROJECT is complete.
- E. No PROPERTY located in a floodplain and/or subject to the National Flood Insurance Program may be acquired, rehabilitated or constructed as part of this PROJECT. Any construction or rehabilitation pursuant to the PROJECT must comply with the DuPage County Countywide Stormwater and Flood Plain Ordinance. This PROJECT does not undertake any of these activities.
- F. SUBRECIPIENT shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as modified by Paragraph K of the Federal Register, Volume 73, No. 194. No person(s) shall be displaced as part of this PROJECT.

- G. SUBRECIPIENT must complete certifications showing equal employment opportunity compliance in accordance with Executive Order 11246, as set forth in *Exhibit G* attached hereto and made a part hereof.
- H. SUBRECIPIENT shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u), (Section 3), by making efforts to offer training and employment opportunities to low and very low-income residents of the PROJECT area, should SUBRECIPIENT find it necessary to hire additional employees to carry out the PROJECT.
- I. As applicable, SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations at 24 CFR Part 35; subparts A (Disclosure of Known Lead-Based Paint Hazards Upon Sale or Lease of Residential Property), B (General Lead-Based Paint Requirements and Definitions for All Programs), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. Visual assessment of deteriorating paint is included as part of the housing inspection.
- J. SUBRECIPIENT shall not use debarred, suspended or ineligible contractors or subcontractors in carrying out this PROJECT. No additional contractors are anticipated under this AGREEMENT.
- K. SUBRECIPIENT shall comply with administrative and procurement requirements of the Super Circular, including the conflict of interest provisions.
- L. In accordance with 24 CFR § 92.356, no person who is an employee, agent, consultant, officer, or elected official or appointed official who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This also applies to any person who is an employee, agent, consultant, or officer of SUBRECIPIENT. SUBRECIPIENT must complete a Conflict of Interest Disclosure.
- M. The Architectural Barriers Act of 1978 (42 U.S.C. § 4151-4157), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, to the extent applicable to the PROJECT.
- N. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (5 U.S.C. § 1501, et seq.).
- O. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT 's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing a drug-free awareness program to inform employees about
    - a. The dangers of drug abuse in the workplace;
    - b. The SUBRECIPIENT 's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  5. Notifying the CDC within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
  6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
    - a. Taking appropriate personnel action against such an employee, up to and including termination; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
    - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- Q. Eligible matching contributions (“Match”) are defined as the permanent contributions made to HOME-assisted affordable housing under the requirements of 24 CFR 92.220 of the ACT. Acceptable match for the PROJECT include cash contributions from non-Federal sources; reasonable value of donated construction materials, not acquired with Federal resources; the value of donated or voluntary labor; and the donated value of real property as appraised according to procedures acceptable to the COUNTY. SUBRECIPIENT will report any eligible match to COUNTY on an annual basis.
- R. It is not anticipated that SUBRECIPIENT shall receive program income under this Agreement. Should this occur; however, it shall be remitted to COUNTY.
- S. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the SUBGRANTEE for the duration of the affordability period.
  - a. VAWA Notification Requirements: SUBGRANTEE must provide to each of its applicants and to each of its tenants the Notice of Occupancy Rights under the Violence Against Women Act, Form HUD 5380, as amended by the US Department of Housing and Urban Development, from time to time, along with the Certification Form, Form HUD 5382, as amended by the US Department of Housing and Urban Development, from time to time no later than at each of the following times:
    - i. At the time the applicant is denied assistance or admission under a covered housing program;
    - ii. At the time the individual is provided assistance or admission under

- the covered housing program;
- iii. With any notification of eviction or notification of termination of assistance; and
- iv. During the annual recertification or lease renewal process, whichever is applicable.

b. VAWA Lease Bifurcation:

- i. The housing owner may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
  - 1. Without regard to whether the household member is a signatory to the lease; and
  - 2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
- ii. If a household occupying a HOME-assisted rental unit separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) may remain in the HOME-assisted unit.
  - 1. If a household receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will retain the HOME tenant-based rental assistance.
  - 2. A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.

c. VAWA Lease Addendum, form HUD-91067, as amended by the US Department of Housing and Urban Development from time to time, attached to this Agreement as Exhibit H, must be incorporated into each HOME-unit lease.

d. VAWA Emergency Transfer Plan: SUBGRANTEE may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking or utilize the DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit I.



VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.
- B. After the COUNTY has received notification that funds for the PROJECT have been released by HUD, the SUBRECIPIENT shall be authorized to begin the PROJECT so long as the PROJECT remains in compliance with the HOME Program and this AGREEMENT.

VIII. RECORDS & REPORTS

- A. SUBRECIPIENT authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the SUBRECIPIENT'S records and to conduct any other procedures or practices to assure compliance with the provisions of this AGREEMENT upon demand.
- B. At the request of CDC or COUNTY, the SUBRECIPIENT shall furnish immediately, if required by the Comptroller General, otherwise within three (3) business days of such request, such reports, budgets, certifications and other documents required pursuant to federal, state, or COUNTY rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the PROJECT, and shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT.
- C. SUBRECIPIENT shall, each year as long as the PROJECT remains in effect, provide CDC with an audit conducted by an independent Certified Public Accountant that includes the funds contained in this PROJECT. SUBRECIPIENT is also required to meet any single audit requirements of the Federal Office of Management and Budget.
- D. SUBRECIPIENT shall maintain family and assistance records for this PROJECT in the DuPage Homeless Management Information System (HMIS).
- E. SUBRECIPIENT shall provide a Monthly Progress Report to CDC, reporting on the status of the PROJECT in relation to the PROJECT target dates. The Progress Reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System
- F. If requested, SUBRECIPIENT shall submit each year to CDC an annual report of the status of the PROJECT in a form prescribed by CDC, or at the request of CDC from time to time if necessary to meet HOME reporting requirements. SUBRECIPIENT will comply with all requests for information and with requests for on-site inspections of books, records, and units.
- G. SUBRECIPIENT shall maintain the following records:
  - 1. For a period of five years after a family completes their assistance: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged and those records that demonstrate that the household was income

eligible.

2. For a period of five years after each year of the PROJECT: Documentation that SUBRECIPIENT has followed the required tenant selection plan.
3. For a period of five years after each year of the PROJECT: Documentation of all activities undertaken in connection with SUBRECIPIENT'S outreach for the PROJECT.
4. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
5. SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of any and all other financial records as requested by the COUNTY for the length of time requested, as may be required by 24 CFR Part 92.

#### IX. SUSPENSION AND TERMINATION

- A. In accordance with 2 C.F.R. § 200.339, suspension or termination of this AGREEMENT may occur if the SUBRECIPIENT materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 C.F.R. § 200.339.
- B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to SUBRECIPIENT for SUBRECIPIENT'S breach of the AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to SUBRECIPIENT'S performing the PROJECT, failure by SUBRECIPIENT in submitting supporting information or documentation for a claim, submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIENT'S suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, or to exercise its remedies under Section X, Paragraph D hereof, it shall notify the SUBRECIPIENT in writing of such action, specifying the particular deficiency, at least five (5) business days in advance of any such action and establishing a time (not less than 30 days) and a place for the SUBRECIPIENT to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the SUBRECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment to the PROJECT until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBRECIPIENT of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

#### X. REMEDIES

- A. In the event of any violation or breach of this AGREEMENT by SUBRECIPIENT, misuse or

misapplication of funds derived from this AGREEMENT by SUBRECIPIENT or any violation of any of the statutes, rules and regulations, directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any requirement to repay to HUD the HOME funding received by SUBRECIPIENT for this PROJECT or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT. All counsel employed by the SUBRECIPIENT to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

- B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in this Section X, then the COUNTY or SUBRECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. The SUBRECIPIENT shall have the right to contest the claim, in its own name or in the name of the COUNTY, with its consent, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBRECIPIENT and the Federal agency, the SUBRECIPIENT shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the SUBRECIPIENT shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as COUNTY is indemnified.
- D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the funds for the PROJECT, as a result of any alleged violation subject to the remedy provisions hereof, the SUBRECIPIENT shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the SUBRECIPIENT may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the COUNTY, subject to approval by the State's Attorney's Office, whichever is applicable.
- E. To the fullest extent allowed by law, the SUBRECIPIENT shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics' liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBRECIPIENT, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State's Attorney's Office. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

## XI. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS – Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party. SUBRECIPIENT acknowledges that HUD may from time-

to-time issue updated guidance regarding the HOME program that may require amendment of this AGREEMENT and agrees to cooperate with COUNTY in making such amendment.

- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. ASSIGNMENT - SUBRECIPIENT shall not assign this AGREEMENT or any part thereof, nor shall SUBRECIPIENT transfer or assign any property or assets acquired using HOME funding or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained. The contracting or subcontracting of construction work on the PROPERTIES does not constitute an assignment.
- D. ATTORNEY'S OPINION - SUBRECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBRECIPIENT, have been taken by SUBRECIPIENT.
- E. SEVERABILITY - In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. AGREEMENT DURATION - Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT, the AGREEMENT will terminate on 11/14/2025, except that the provisions related to record keeping shall survive termination and remain in effect for five (5) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System.
- G. NO PARTNERSHIP – Nothing contained in this AGREEMENT, any mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture, partnership relationship, or employer/employee relationship between the COUNTY and SUBRECIPIENT. SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.
- H. COUNTY shall provide, upon request, copies of all laws, regulations, statutes, orders, and OMB Circulars cited in this AGREEMENT, or internet links to such.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY: \_\_\_\_\_  
Deborah A. Conroy,  
DuPage County Board Chair

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

SUBRECIPIENT: Catholic Charities, Diocese of Joliet, Inc.,  
an Illinois Not-for-Profit Corporation

ADDRESS: 16555 Weber Rd.  
Crest Hill, IL 60403

BY: \_\_\_\_\_  
Kathleen Langdon, Executive Director

DATE: \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

## EXHIBIT A

DuPage County Tenant Based Rental Assistance Program (TBRA) – February 4, 2014

As amended: April 1, 2014

As amended: October 4, 2016

As amended: January 3, 2017

As amended: October 3, 2017

As amended: January 24, 2019

### 1. **Authority.**

- 24 CFR 92.205(a) Provision of tenant-based rental assistance, including security deposits (not to exceed two months' rent), is an eligible expense under the HOME program.
- 24 CFR 92.207(a)(5) Costs of administering tenant-based rental assistance program are eligible under the HOME program.
- 24 CFR 92.209 states eligible costs and requirements.

2. **Eligible Program Costs.** Rental assistance, security deposits, utility deposits, costs of inspecting the housing, costs of determining income eligibility of the family. HOME funds may provide security deposits, whether or not any other tenant-based rental assistance is provided. For the purpose of this section, "security deposit" refers to any up-front fee required by a landlord to process an application or move into a unit, including "administrative fees," "application fees," "move-in fees," or equivalent types of fees, in lieu of or in addition to a traditional "security deposit." whether or not such fee is classified as "security deposit" under any state or local statute, law, or ordinance. The total of all such fees and/or traditional "security deposit," may not exceed the equivalent of two-month's rent for the unit.

3. **Program Boundaries:** Assistance must be used within the boundaries of the DuPage HOME Consortium which as of February 2018 includes DuPage County, the Village of Downers Grove, the City of Naperville, and the City of Wheaton. However, this Consortium area may change during HUD's HOME Consortium requalification process, which occurs every three years.

4. **Tenant Selection.** All members of a family receiving assistance through TBRA must be U.S. citizens or resident aliens or meet very specific State Department exceptions. The DuPage County program will give preferences for homeless families. "Family" is defined in 24 CFR 5.403 and includes either single persons or groups of persons residing together (with or without children). Homeless shall be as defined as it is defined under the Emergency Solutions Grant (ESG) (Category 1 and Category 4) as stated below. The Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list will be utilized to select tenants. The CES operates through the Homeless Management Information System (HMIS); the County will work with the CoC to provide a tenant selection process for any potential Subrecipient Agency which may be prohibited from entering clients into the HMIS. Full income eligibility intake and documentation of U.S. citizen or resident alien status must be completed before TBRA assistance is committed or given. Documentation of homeless status must also be completed if preference is being given on that basis.

**ESG Definition of Homelessness: Category 1.** An individual or family who lacks a fixed regular and adequate nighttime residence, meaning: (i) Individual or family has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) Individual or family is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

**Category 4.** Any individual or family who is fleeing; AND has no other residence; AND no resources AND lives in an emergency shelter or other place described in Category 1 above.

Participants who are on a Housing Choice Voucher Program (HCV; formerly Section 8) wait list at entry into TBRA will be assisted by case managers to ensure they maintain their status on the wait list. The family will provide their new address to the corresponding Public Housing Authority (PHA) and continue to monitor the wait list in the event that a Housing Choice Voucher becomes available to them.

5. **Income Eligibility.** Families must be determined to be income eligible prior to receiving assistance. The “Part 5” method of income qualification will be utilized. At least two months of source documentation are required to determine income. Families’ income cannot exceed 50% of the median family income (MFI) for DuPage County, as promulgated by HUD from time to time, at initial occupancy. Income must be recertified annually if family is receiving ongoing TBRA. If a family’s income is greater than 80% MFI at any recertification, the TBRA assistance will cease.
6. **The CPD Income Eligibility Calculator** will be used to determine/verify the Annual Income and the Adjusted Gross Income for each household requesting assistance. The anticipated household income is to be projected for the coming 12-month period.
7. **Expectation of Family.** A family shall contribute 30% of its adjusted monthly income (minus utility allowance) to the rental payment commencing with month two of the lease, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). First month’s rent may be paid entirely through TBRA, (when that amount is within the maximum subsidy limit for that household), as families often need a month to accumulate sufficient funds to begin to meet this expectation and it would not be intent of this program to keep a family unhoused longer than necessary. If a family’s income is equal to or greater than 80% MFI at any recertification, the TBRA assistance will cease. Families must participate in a self-sufficiency program through the Subrecipient Agency handling its case. If a family fails to continue in the self-sufficiency program, their TBRA assistance will not be renewed. DuPage County will work with Subrecipient Agencies to develop a TBRA Self-Sufficiency Program plan.

8. **Program Operation.** DuPage County will operate the program through Subrecipient Agencies that are members of the DuPage CoC that have both the capacity to operate a rental program and the ability to provide the particular types of nonmandatory services that are appropriate for homeless families. The Subrecipient Agency shall make rental and security deposit payments directly to the owner of the unit on behalf of the family, in accordance with the terms of the lease, and receive reimbursement from DuPage County under the terms of its subrecipient agreement. Each lease must be held in the name of the tenant, but the subrecipient agency must also have an agreement for rental assistance with the owner. The term of the initial rental assistance contract will be for twelve (12) months, but may be renewed, subject to the availability of HOME funds and continuing eligibility. The term of the contract must begin on the first day of the term of the lease and terminate upon termination of the lease. If a tenant receives notice of the availability of a HCV, the Subrecipient Agency will work with the Landlord to transition the lease agreement from a TBRA contract to a DuPage Housing Authority (DHA) Housing Assistance Payment (HAP) contract.
  
9. **Leases and Rents.** Leases entered into by TBRA assisted families must comply with the tenant protection requirements of the HOME program and must be approved by DuPage County. Leases will be reviewed using the TBRA Lease Requirements form in compliance with 24 CFR 92.253. Rents must be reasonable, based on rents charged for comparable unassisted rental units and may not exceed the standard set by the DuPage Housing Authority for its Housing Choice Voucher Program, based on number of bedrooms. However, up to 110% of the rent standard may be applied for 20% of the program participants when a Request for Unit Specific Rent Payment Standard is approved by DuPage County. The general occupancy standard for DHA HCV is one bedroom for the head of household and 2 persons per bedroom after that. This may be varied by DuPage County with specific request by the Subrecipient Agency.
 

**Maximum Subsidy.** The amount of the monthly assistance that may be paid on behalf of a family may not exceed the difference between the Small Area Fair Market Rent Standard (SAFMRS) for the unit size as established by HUD and adopted by DuPage Housing Authority, and 30% of the family's monthly adjusted income. The CPD Income Calculator Rental Assistance Calculation Rental Voucher Model will be used to determine/verify the maximum subsidy and 30% of the family's monthly adjusted income. Note: the tenant payment may exceed 30% of the family's monthly adjusted income depending on the unit selection, though the maximum subsidy remains as calculated according to the formula.
  
10. **Housing Standards.** Requirements of 24 CFR 982.401 apply. Unit must pass a Housing Quality Standards (HQS) inspection at initial inspection and annual reinspection for units where family continues to receive ongoing TBRA. Should a client issue a complaint that local codes/HQS are not being met, the Subrecipient Agency will advocate for the client and if necessary, request DuPage County to re-inspect the unit.
  
11. **Subrecipient Agencies.** Any agency that is a member of the DuPage CoC that is currently receiving CDBG or ESG funds through DuPage Community Development Commission may apply to participate as a Subrecipient Agency under the DuPage County TBRA program. Acceptance into the program will be based on the agency's ability to demonstrate through its completion of an application process that it can provide the types of nonmandatory services that are appropriate for homeless families, will abide by the terms of the DuPage County TBRA Self-



Sufficiency Program, has the capacity to hold clients accountable to the terms of the DuPage County TBRA Self-Sufficiency Program, and has the capacity to operate a rental program (including financial capacity). Approval to participate does not guarantee that there will be sufficient funding available to operate the TBRA program through multiple agencies. If a family selected from the wait list already has case management or services history with a Subrecipient Agency under the DuPage County TBRA program, management of that family's case will be handled by that agency.

12. **Denial and/or Termination Process:** All assistance provided under TBRA is subject to eligibility requirements and program guidelines. Final decisions regarding admittance into the program or non-continuation will be relayed in writing, to the household, by the Subrecipient Agency. The Subrecipient Agency will provide, when appropriate, referrals and resources.

A formal separation process will, at a minimum, consist of the following:

- Written notice which includes date of termination, reason for termination, opportunity for appeal, and, if appropriate, any helpful resources to assist the participating household to maintain housing stability.
  - Opportunity to appeal – Participating households which are selected for non-continuation are entitled to request a review of the decision by the Subrecipient Agency with the opportunity to present oral or written objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision. Final decisions regarding the appeal will be provided promptly in writing.
13. **HMIS.** Subrecipient Agencies will report in accordance with the terms of the Subrecipient Agreement. This will include reporting required in the HMIS, unless the Subrecipient Agency is prohibited from entering clients into HMIS (e.g. agencies whose primary mission is to serve victims of domestic violence) and maintains an equivalent database that will be able to meet any HUD required reporting standards.

## EXHIBIT B

# DuPage County

## Tenant Based Rental Assistance (TBRA)

# Self-Sufficiency Program Plan

### Introduction

The goal of TBRA Program is provide rental assistance, security deposits and supportive services to assist homeless individuals and families in achieving self-sufficiency (herein referred to as “Participant(s)”). TBRA Program rental assistance will be provided with funds received by DuPage County (“County”) under the HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (“HUD”). TBRA funds and program policies will be administered through agencies that have entered into a Subrecipient Agreement with County (each referred to as “Agency”). Each subrecipient agency administering the TBRA funds will develop a self-sufficiency program plan for each client receiving TBRA assistance to provide the greatest possible support for TBRA participants’ success.

### Case Management

Agency Case Managers will take the lead in working with participants. The purpose of case management will be to assist participants in enrolling in mainstream benefits and to engage participants in eviction prevention strategies and may include, but not be limited to:

- Assessment of participant’s health, welfare, education, employment and, if applicable, children’s needs
- Determination of individual goals
- Development of an individualized action plan to help the participant meet his or her needs, solve problems or achieve goals
- Provision of support in-house or referral to community resources and services to achieve objective in the action plan
- Ongoing interaction with the participant and outside resources in the coordination of action plan activities
- Periodic re-evaluation of the participants’ needs and goals and modification of action plan to respond to the current situation
- Advocacy to help the participant obtain services or benefits to which they are entitled
- Intervention during a crisis (i.e., job loss, substance abuse, family violence) to prevent a problem from escalating
- Empowerment of the participant by help them improve coping skills and increase knowledge of community resources and how to use them
- Follow-up to ensure that the participant continues to progress toward meeting needs, solving problems or achieving goals that were identified

Agency Case Managers will assist participants with the TBRA Program application and required documentation to determine income eligibility for the program. The Case Manager, with participant cooperation and input, will develop a Self-Sufficiency Program plan. The Plan will explicitly outline the goals of the Participant, the immediate and measurable steps to be taken, by whom and in what time frame and the role of the Case Manager in attaining these goals. To ensure that Plans are useful, the Participant will actively participate in the development of the Plan including meeting with a Case Manager, if required under the terms of that Participant's plan.

### **Independent Living and Employment Skills Training**

Participants must be engaged in learning the skills they need to live independently. Each Participant's Plan will include independent living and employment skills training, based on Participant's needs. Such training may include, but not be limited to:

- Housekeeping
- Fire prevention and safety
- Money management
- Household management
- Landlord/tenant issues
- Food and nutrition
- Basic home repair
- How to access social services
- Parenting
- Employment readiness

Only Participant(s) who have fulfilled their obligations under the individual Self-Sufficiency Program plan, who continue to be income eligible for the program, and who have fulfilled their obligations under the TBRA Tenant Agreement will be eligible to apply for recertification and renewal of assistance after the termination of the initial or current period of assistance.

### **Reporting**

As part of periodic outcomes reporting, Agency Case Managers will submit compliance documentation to DuPage County, in the monthly progress reports. Agencies will indicate which Participants are ***compliant*** with Self-Sufficiency Program plans after sixty days of assistance and ninety days prior to the expiration of the Participant's lease. Changes in household income, household composition, or indicators of housing instability may result in DuPage County requesting additional reporting documentation.

## EXHIBIT C



DuPage Housing Authority 711 E Roosevelt Rd, Wheaton, IL 60187  
H: 630.690.3555 FAX: 630.690.0702 [www.dupagehousing.org](http://www.dupagehousing.org)

### 2023 DHA Maximum Voucher Allowance - Effective 08/02/2023

(Payment Standards)

ZipCode	Town	DHA Studio	DHA 1 Bedroom	DHA 2 Bedroom	DHA 3 Bedroom	DHA 4 Bedroom	DHA 5 Bedroom	DHA 6 Bedroom
60101	Addison	\$ 1,260	\$ 1,356	\$ 1,560	\$ 1,980	\$ 2,352	\$ 2,705	\$ 3,058
60103	Bartlett	\$ 1,860	\$ 2,016	\$ 2,316	\$ 2,940	\$ 3,492	\$ 4,016	\$ 4,540
60106	Bensenville	\$ 1,332	\$ 1,440	\$ 1,656	\$ 2,100	\$ 2,496	\$ 2,870	\$ 3,245
60108	Bloomington	\$ 1,656	\$ 1,788	\$ 2,052	\$ 2,604	\$ 3,096	\$ 3,560	\$ 4,025
60188	Carol Stream	\$ 1,560	\$ 1,680	\$ 1,932	\$ 2,448	\$ 2,916	\$ 3,354	\$ 3,791
60514	Clarendon Hills	\$ 1,164	\$ 1,260	\$ 1,440	\$ 1,927	\$ 2,284	\$ 2,498	\$ 2,824
60561	Darien	\$ 1,596	\$ 1,728	\$ 1,980	\$ 2,508	\$ 2,988	\$ 3,437	\$ 3,884
60515	Downers Grove	\$ 1,560	\$ 1,680	\$ 1,932	\$ 2,448	\$ 2,916	\$ 3,354	\$ 3,791
60516	Downers Grove	\$ 1,620	\$ 1,752	\$ 2,016	\$ 2,556	\$ 3,036	\$ 3,492	\$ 3,947
60126	Elmhurst	\$ 1,800	\$ 1,944	\$ 2,232	\$ 2,832	\$ 3,372	\$ 3,878	\$ 4,384
60137	Glen Ellyn	\$ 1,308	\$ 1,428	\$ 1,632	\$ 2,086	\$ 2,460	\$ 2,830	\$ 3,198
60138	Glen Ellyn	\$ 1,572	\$ 1,704	\$ 1,956	\$ 2,484	\$ 2,952	\$ 3,395	\$ 3,838
60139	Glendale Heights	\$ 1,608	\$ 1,752	\$ 2,004	\$ 2,544	\$ 3,024	\$ 3,478	\$ 3,931
60133	Hanover Park	\$ 1,536	\$ 1,668	\$ 1,908	\$ 2,424	\$ 2,880	\$ 3,312	\$ 3,744
60521	Hinsdale	\$ 2,088	\$ 2,256	\$ 2,592	\$ 3,288	\$ 3,912	\$ 4,499	\$ 5,086
60522	Hinsdale	\$ 1,572	\$ 1,704	\$ 1,956	\$ 2,484	\$ 2,952	\$ 3,395	\$ 3,838
60143	Itasca	\$ 1,500	\$ 1,632	\$ 1,872	\$ 2,376	\$ 2,820	\$ 3,244	\$ 3,666
60439	Lemont/ Woodridge/ Willow Springs	\$ 1,344	\$ 1,452	\$ 1,668	\$ 2,112	\$ 2,520	\$ 2,898	\$ 3,276
60532	Lisle	\$ 1,788	\$ 1,932	\$ 2,220	\$ 2,820	\$ 3,348	\$ 3,851	\$ 4,352
60148	Lombard	\$ 1,728	\$ 1,872	\$ 2,148	\$ 2,724	\$ 3,240	\$ 3,726	\$ 4,212
60157	Medinah/Bloomington	\$ 1,632	\$ 1,764	\$ 2,028	\$ 2,568	\$ 3,048	\$ 3,505	\$ 3,962
60540	Naperville	\$ 1,764	\$ 1,920	\$ 2,196	\$ 2,784	\$ 3,312	\$ 3,809	\$ 4,306
60563	Naperville	\$ 1,980	\$ 2,148	\$ 2,460	\$ 3,120	\$ 3,708	\$ 4,265	\$ 4,820
60564	Naperville	\$ 2,088	\$ 2,256	\$ 2,592	\$ 3,288	\$ 3,912	\$ 4,499	\$ 5,086
60565	Naperville	\$ 1,704	\$ 1,848	\$ 2,124	\$ 2,700	\$ 3,204	\$ 3,685	\$ 4,165
60566	Naperville	\$ 1,572	\$ 1,704	\$ 1,956	\$ 2,484	\$ 2,952	\$ 3,395	\$ 3,838
60567	Naperville	\$ 1,548	\$ 1,668	\$ 1,920	\$ 2,436	\$ 2,892	\$ 3,326	\$ 3,760
60523	Oak Brook	\$ 828	\$ 1,072	\$ 1,242	\$ 1,320	\$ 1,572	\$ 1,794	\$ 2,028
60172	Roselle	\$ 1,692	\$ 1,836	\$ 2,100	\$ 2,664	\$ 3,168	\$ 3,643	\$ 4,118
60181	Villa Park/Oak Brook Terrace	\$ 1,488	\$ 1,608	\$ 1,848	\$ 2,340	\$ 2,784	\$ 3,202	\$ 3,619
60555	Warrenville	\$ 1,776	\$ 1,920	\$ 2,208	\$ 2,796	\$ 3,336	\$ 3,836	\$ 4,337
60185	West Chicago	\$ 1,332	\$ 1,440	\$ 1,656	\$ 2,100	\$ 2,496	\$ 2,870	\$ 3,245
60186	West Chicago	\$ 1,572	\$ 1,704	\$ 1,956	\$ 2,484	\$ 2,952	\$ 3,395	\$ 3,838
60559	Westmont	\$ 1,452	\$ 1,572	\$ 1,800	\$ 2,280	\$ 2,712	\$ 3,119	\$ 3,526
60187	Wheaton	\$ 1,656	\$ 1,800	\$ 2,064	\$ 2,616	\$ 3,108	\$ 3,575	\$ 4,040
60189	Wheaton	\$ 1,728	\$ 1,872	\$ 2,148	\$ 2,724	\$ 3,240	\$ 3,726	\$ 4,212
60527	Willowbrook/Burr Ridge	\$ 1,764	\$ 1,920	\$ 2,196	\$ 2,784	\$ 3,312	\$ 3,809	\$ 4,306
60190	Winfield	\$ 2,088	\$ 2,256	\$ 2,592	\$ 3,288	\$ 3,912	\$ 4,499	\$ 5,086
60191	Wood Dale	\$ 1,536	\$ 1,668	\$ 1,908	\$ 2,424	\$ 2,880	\$ 3,312	\$ 3,744
60517	Woodridge	\$ 1,692	\$ 1,836	\$ 2,100	\$ 2,664	\$ 3,168	\$ 3,278	\$ 4,118

08/02/2023

## EXHIBIT D



DuPage Housing Authority  
711 E Roosevelt Rd, Wheaton, IL 60187  
PH: 630.690.3555 FAX: 630.690.0702  
www.dupagehousing.org

Kendall Housing Authority  
811 W John St., Yorkville, IL 60560  
PH: 630.593.8218 FAX: 331.207.8923  
www.kendallhousing.org



### DUPAGE HOUSING AUTHORITY 2022 UTILITY ALLOWANCE SCHEDULE EFFECTIVE MAY 1, 2022

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<b>ELECTRIC</b>							
Lights, etc. (Other Electric)							
<b>(Includes Monthly Electric Fee)</b>							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$35	\$38	\$48	\$57	\$66	\$75	\$80
House (Single Family Detached)	\$44	\$49	\$63	\$76	\$90	\$103	\$110
Cooking - All Unit Types	\$5	\$6	\$9	\$12	\$15	\$17	\$19
<b>Water Heating</b>							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$14	\$16	\$21	\$25	\$30	\$34	\$37
House (Single Family Detached)	\$17	\$20	\$26	\$32	\$37	\$43	\$47
<b>Heating</b>							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$24	\$28	\$38	\$49	\$59	\$69	\$74
House (Single Family Detached)	\$57	\$67	\$78	\$90	\$101	\$113	\$122
<b>NATURAL GAS</b>							
Cooking - All Unit Types	\$2	\$2	\$3	\$4	\$5	\$6	\$7
<b>Water Heating</b>							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$5	\$5	\$8	\$10	\$13	\$15	\$17
House (Single Family Detached)	\$6	\$7	\$10	\$13	\$16	\$19	\$20
<b>Heating</b>							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$17	\$21	\$24	\$27	\$31	\$35	\$37
House (Single Family Detached)	\$25	\$29	\$35	\$39	\$45	\$49	\$53
Monthly Gas Fee - All Unit Types	\$21	\$21	\$21	\$21	\$21	\$21	\$21
<b>MISCELLANEOUS</b>							
Water - All Unit Types	\$35	\$36	\$48	\$60	\$71	\$83	\$90
Sewer - All Unit Types	\$23	\$23	\$29	\$34	\$40	\$45	\$49
Trash - All Unit Types	\$14	\$14	\$14	\$14	\$14	\$14	\$14
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11	\$11
<b>TOTAL ALLOWANCES</b>							

Effective May 1, 2022

## **EXHIBIT E**

### HOME Investment Partnerships Program Lease Requirements 24 CFR 92.253

1. The lease, and any extension thereof, shall be for a term of not less than one year, unless by mutual agreement between the tenant and the owner.
2. Tenant may not agree to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
3. Tenant may not agree that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with the laws of the State of Illinois.
4. Tenant may not agree not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
5. Tenant may not agree that the owner may institute a lawsuit against the tenant without notice to the tenant.
6. Tenant may not agree that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
7. Tenant may not agree to waive any right to a trial by jury.
8. Tenant may not agree to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
9. Tenant may not agree to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
10. Tenant may not be required to accept supportive services that are offered (other than tenants in transitional housing).
11. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in tenant's income or refusal of tenant to purchase the housing. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

## **EXHIBIT F**

### **ASSURANCES**

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG FUNDS in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

- A. It is a member of the DuPage Community Development Commission, possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
- B. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.
- C. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:
  1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
    - a. The estimate of the amount of CDBG FUNDS proposed to be used for activities that will benefit persons of low and moderate income; and
    - b. Its plan for minimizing displacement of persons as a result of activities assisted with CDBG FUNDS and to assist persons actually displaced as a result of such activities;
  2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;
- D. The grant will be conducted and administered in compliance with:
  1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;
  2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
  3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;
  4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include language applying Section 3 requirements for a Section 3 project, including:
    - a. Employment and training.

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
  - ii. Where feasible, priority for opportunities and training described in paragraph a. i. of this section should be given to:
    - 1. Section 3 workers residing within the service area or the neighborhood of the project, and
    - 2. Participants in YouthBuild programs.
- b. Contracting.
  - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
  - ii. Where feasible, priority for contracting opportunities described in paragraph b. i. of this section should be given to:
    - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
    - 2. YouthBuild programs.
- c. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
- d. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.
- e. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligations or other impediment that would prevent them from complying with the part 75 regulations.

The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts.

- 5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- 6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;



7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;
  8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
  9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;
  10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;
  11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;
  12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
  13. The Fair Housing Act (42 U.S.C. 3601-20);
- E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608; and
- F. When a grant is in excess of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).
- G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
- H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate

income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.

- I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:
  1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing a drug awareness program to inform employees about:
    - a. The dangers of drug abuse in the workplace;
    - b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);
  4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
  6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph ((4)(b), with respect to any employee who is so convicted:
    - a. Taking appropriate personnel action against such an employee, up to and including termination; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1.), (2.), (3.), (4.), (5.) and (6.).

- J. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- K. In regards to lobbying, the SUBGRANTEE certifies:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify and disclose accordingly.
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND AND 00/100ths DOLLARS (\$10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$100,000) for each such failure.

## EXHIBIT G

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

#### HOME Investment Partnerships County of DuPage

The undersigned understands and agrees that it is a SUBRECIPIENT of a Project funded in part by the HOME Investment Partnership Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SUBRECIPIENT further agrees to the following:

1. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the HOME Investment Partnership Program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any HOME Investment Partnership Program construction.
3. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
4. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
5. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility

for government contracts and federally assisted construction contracts pursuant to the Executive Order.

6. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.
7. In the event that SUBRECIPIENT fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant, refrain from extending any further assistance to SUBRECIPIENT until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

SUBRECIPIENT: Catholic Charities, Diocese of Joliet, Inc.,  
an Illinois Not-for-Profit Corporation

ADDRESS: 16555 Weber Rd.  
Crest Hill, IL 60403

BY: \_\_\_\_\_  
Kathleen Langdon, Executive Director

DATE: \_\_\_\_\_

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

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**Exhibit H**

**VIOLENCE, DATING VIOLENCE  
OR STALKING**

**U.S. Department of Housing  
and Urban Development  
Office of Housing**

OMB Approval No. 2502-0204  
Exp. 6/30/2017

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

Form HUD-91067  
(9/2008)

## Exhibit I

EMERGENCY TRANSFER PLAN FOR VICTIMS  
OF DOMESTIC VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING

DuPage County  
Community Development Commission  
November 2018

### DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION

#### Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

##### Emergency Transfers

DuPage County Community Development Commission (CDC) and its subrecipients are concerned about the safety of tenants residing in ESG and HOME-assisted units, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> tenants in both ESG and HOME-assisted units who are victims of domestic violence, dating violence, sexual assault, or stalking can request an emergency transfer from their current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of DuPage County and its subrecipients to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

*NOTE: DuPage County funds unit-based and voucher-based projects and does not own or maintain an inventory of dwelling units. DuPage County and its subrecipients cannot guarantee dwelling units will be available to offer tenants for temporary or permanent occupancy.*

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that DuPage County Community Development Commission is compliant with VAWA.

##### Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

1. The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
2. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

---

<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall submit a written request to:

1. Subrecipient agency (Emergency Solutions Grant/Tenant-Based Rental Assistance); **OR**
2. Property management office, landlord, etc. (HOME-assisted units, non-TBRA)

The subrecipient will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the housing providers program; **OR**
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

Both DuPage County and its subrecipients will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives express written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.<sup>3</sup>

### **Emergency Transfer Timing and Availability**

DuPage County and its subrecipients cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. DuPage County's subrecipients will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. *DuPage County's subrecipients may be unable to transfer a tenant to a unit if the tenant has not or cannot establish eligibility for that unit.*

If DuPage County's subrecipient has no safe and available units for which a tenant who needs an emergency transfer is eligible, DuPage County's subrecipient will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, DuPage County's subrecipient will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

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<sup>3</sup> See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about Housing Provider's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.



**National Resources**

Tenants who are, or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are, or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Local Resources**

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.  
Family Shelter Service  
**Hotline:** 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.  
YWCA Metropolitan Chicago  
**Hotline:** 630-971-3927

**Attachment:**

1. DuPage County Community Development Commission's VAWA Policy



## HS Resolution

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

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**File #:** HS-R-0066-23

**Agenda Date:** 11/7/2023

**Agenda #:** 7.B.

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### MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF DUPAGE AND VILLAGE OF ADDISON

WHEREAS, WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development’s (“HUD’s”) Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)(“ACT”); and

WHEREAS, HUD has indicated the COUNTY is qualified and the appropriate staff agency to act as a Responsible Entity under 24 CFR Part 58 and to carry out and complete an Environmental Review Record (ERR) for Community Project Funding (CPF) projects on behalf of CPF Awardees; and

WHEREAS, the Village of Addison has received a CPF award, hereinafter known as the “CPF AWARDEE”; and

WHEREAS, the CPF AWARDEE wishes to enter into an MOU with the COUNTY for the purposes of utilizing COUNTY staff to complete the required ERR; and

WHEREAS, , an MOU has been prepared outlining the CPF AWARDEE’s responsibilities for compliance with 24 CFR Part 58 Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities and obligations to the COUNTY.

NOW, THEREFORE, BE IT RESOLVED, by the County Board that said MOU between the County of DuPage and the Village of Addison, attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said MOU on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to MOU so long as such amendments further the completion of the project and are in accordance with regulations applicable to 24 CFR Part 58 and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to the VILLAGE OF ADDISON, 1 Friendship Plaza, Addison, IL 60101.

Enacted and approved this 14<sup>th</sup> of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE  
COUNTY**

## COMMUNITY SERVICES

630-407-6500  
Fax: 630-407-6501  
[csprograms@dupageco.org](mailto:csprograms@dupageco.org)

[www.dupageco.org/community](http://www.dupageco.org/community)

**TO:** Greg Schwarze, Chairman and Committee Members  
Human Services Committee

**FROM:** Mary A. Keating, Director,  
Department of Community Services

**DATE:** October 13, 2023

**SUBJECT: Community Project Funding Memorandum of Understanding –  
Environmental Review Records**

**Community  
Development**  
630-407-6600  
Fax: 630-407-6601

**Family Center**  
422 N. County Farm Rd.  
Wheaton, IL 60187  
630-407-2450  
Fax: 630-407-2451

**Housing Supports  
and Self-Sufficiency**  
630-407-6500  
Fax: 630-407-6501

**Intake and Referral**  
630-407-6500  
Fax: 630-407-6501

**Senior Services**  
630-407-6500  
Fax: 630-407-6501

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**Action Requested:** The Community Development Commission staff recommends approval of a Memorandum of Understanding (MOU) between DuPage County and three Community Project Funding (CPF) Awardees; Village of Addison, Wood Dale Park District, and the City of Wheaton, to allow for completion of Environmental Review Records (ERR) under 24 CFR Part 58.

**Details:** HUD's Office of Community Planning and Development, Congressional Grants Division is responsible for the administration of congressionally-directed spending under the Economic Development Initiative - Community Project Funding (CPF). CPF grants are selected through a congressionally-directed application process. HUD does not facilitate the grant application process.

CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. All projects must have a completed environmental review, and where applicable, an approved Request for Release of Funds/Certification, prior to committing Federal or non-Federal funds for choice-limiting actions or undertaking such actions on the project. HUD's Region 5 Office of Environment and Energy has requested DuPage County act as the Responsible Entity and complete CPF ERRs under Part 58 to alleviate the burden of HUD completing the ERR under Part 50. To accommodate HUD's request, an MOU has been prepared outlining responsibilities of the County and CPF Awardee, along with reimbursement requirements to County staff for time put forth completing each ERR.

Of note, CPF has been allocated directly to each CPF Awardee and has not been appropriated to DuPage County.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF DUPAGE AND  
VILLAGE OF ADDISON**

This AGREEMENT is entered into as of the 14<sup>th</sup> day of November, 2023, between the COUNTY OF DUPAGE, a politic body and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the VILLAGE OF ADDISON, an Illinois Municipal Corporation, (hereinafter called "Community Project Funding AWARDEE") having a principal place of business at 1 Friendship Plaza, Addison, IL 60101.

**RECITALS**

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, the COUNTY, as a Responsible Entity and pursuant to 24 CFR Part 58, will complete the Environmental Review for the Community Project Funding ("CPF") Grant the CPF Awardee has applied for; and

WHEREAS, HUD has indicated the COUNTY is a qualified and appropriate staff agency to carry out the environmental review required for CPF awards to the extent required under 24 CFR part 58; and

WHEREAS, the COUNTY and the CPF Awardee enter into this Memorandum of Understanding (MOU or MEMORANDUM) pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**I. INCORPORATION AND CONSTRUCTION**

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this MEMORANDUM.
- B. The headings of the paragraphs and subparagraphs of this MOU are inserted for convenience of reference only and this shall not be deemed to constitute part of this MOU or to affect the construction hereof.

## II. SCOPE OF THE PROJECT

- A. The CPF AWARDEE shall provide the COUNTY with a full detailed project scope in accordance with 24 CFR part 58, including but not limited to all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions.
- B. The scope of the activities for the CPF awarded project includes:
  - 1. Infrastructure improvements to College Boulevard, west of Swift Road, in Addison, IL 60101. Proposed improvements will include replacement of curb and gutter, driveway aprons, sidewalk, ADA ramps, drainage structure lid adjustments and flanking roadway drainage structures at sag low-points, as well as the required erosion control, landscaping, and pavement marking restoration. The proposed roadway, sidewalk, and driveway footprint will match that of the existing with no expansion or extended limits. All work is to occur within the existing roadway right of way.
  - 2. CPF AWARDEE shall reimburse all costs/services associated with the DuPage County Community Services staff completing the Environmental Review process, pursuant to Section III. F. below.

## III. CPF AWARDEE'S COMPLIANCE WITH THE ACT

- A. The CPF Awardee shall comply and assist the COUNTY in complying with 24 CFR part 58 during the environmental review process. Failure to comply with or violate the provisions in subparagraphs (1), (2), and (3) set forth below may result in the COUNTY'S and/or DEPARTMENT'S inability to complete the Environmental Review Record (ERR). CPF Awardee shall:
  - 1. At COUNTY'S request, supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and
  - 2. Carry out mitigating measures identified and included in the Environmental Review Record; and
  - 3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CPF or local funds for these program activities on a HUD assisted

project until COUNTY has completed an environmental review to the extent required under 24 CFR part 58 and has given notification of its approval in accordance with 24 CFR part 58.

- B. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on HUD's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
- C. REPORTS: CPF Awardee shall provide the COUNTY with any and all reports necessary for the COUNTY to complete the environmental review. CPF Awardee understands and agrees that there may be certain testing/reports required under 24 CFR part 58 that the COUNTY staff is not qualified to complete. Any and all additional testing/reports identified by the COUNTY, which is necessary for the completion of the environmental review, is the responsibility of the CPF Awardee to obtain and pay for. Any and all results from additional testing/reports must be provided to the COUNTY for review and inclusion in the environmental review. The CPF Awardee must ensure any procurement requirements associated with obtaining the testing/reporting are followed. The COUNTY will not be responsible for assisting in the procurement or providing guidance related to any aspect of the CPF award. The CPF Awardee must direct all CPF related questions to the appropriate federal agency administering the grant.
- D. SITE VISITS: CPF Awardee agrees and authorizes the COUNTY staff to conduct on-site visits and to conduct any other procedures or practices to ensure compliance with the provisions set forth in Paragraph A above. CPF awardee shall make the site accessible to COUNTY staff as needed to complete the environmental review.
- E. TIMEFRAME: CPF awardee acknowledges and agrees that COUNTY projects will take priority over their environmental review process. As such, County does not guarantee a specific completion timeline. CPF awardee acknowledges and agrees that the environmental review process could take a year or more, depending on the demands of the COUNTY'S current projects and planning processes.
- F. PAYMENT FOR SERVICES: CPF awardee acknowledges and agrees that the environmental review process is estimated to take approximately 100 hours to complete.
  - 1. Upon completion of the ERR by County staff, the CPF Awardee shall reimburse the COUNTY for expenses incurred by the COUNTY upon the COUNTY'S submission of an invoice for services rendered. Should environmental conditions be identified prohibiting the project from moving forward, COUNTY staff will be reimbursed by the CPF Awardee for all time spent on preparation of the ERR.

2. CPF Awardee agrees that it shall be responsible for making all required payments against expenses incurred by COUNTY under this Memorandum. COUNTY shall forward an invoice for services rendered to the CPF Awardee for reimbursement of the hourly rate plus benefit rate of each COUNTY staff member's hours worked on the CPF Awardee's Environmental Review.
3. Compensation for COUNTY staff's time and reimbursement for expenses shall be paid by the CPF Awardee with the CPF funding and/or general funds available from the CPF Awardee. The County will invoice the CPF Awardee on a quarterly basis for the actual time spent on the project at the assigned employee's hourly rate, including fringe benefits.

- IV. INDEMNIFICATION AND HOLD HARMLESS: CPF Awardee shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of CPF Awardee, its agents or employees, in undertaking and performing the environmental review process under this Agreement.
- A. In the event of any violation or breach of this Agreement by CPF Awardee, misuse or misapplication of funds derived from this Agreement by CPF Awardee, or any violation of any statutes, rules and regulations, directly or indirectly, by the CPF Awardee and/or any of its agents or representatives, then CPF Awardee, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys' fees and other costs of defense, resulting from such act or omission by CPF Awardee.
  - B. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the CPF Awardee shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the COUNTY is indemnified.
  - C. If the COUNTY has lost or been prevented from receiving any Federal funds as a result of any alleged violation of 24 CFR part 58, the CPF Awardee shall repay, upon demand by the COUNTY, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach.

V. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.



- B. ATTORNEY'S OPINION - If requested, CPF Awardee shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon CPF Awardee, have been taken by CPF Awardee, and that CPF Awardee is in compliance with applicable local, State and Federal statutes, rules and regulations for the purpose of complying with this AGREEMENT.
- C. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of compliance required by federal regulations under the ACT.
- D. SEVERABILITY – 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.
- E. DISCLAIMER – Nothing in this AGREEMENT is to be construed as creating a partnership between the COUNTY and any other party to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

\_\_\_\_\_  
Deborah A. Conroy, DuPage County Board Chair

DATE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

CPF AWAREDEE: VILLAGE OF ADDISON, an Illinois Municipal Corporation

ADDRESS: 1 Friendship Plaza  
Addison, Illinois 60101

BY:

\_\_\_\_\_  
Richard Veenstra, Mayor

DATE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title



## HS Resolution

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

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**File #:** HS-R-0067-23

**Agenda Date:** 11/7/2023

**Agenda #:** 7.C.

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### MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF DUPAGE AND CITY OF WHEATON

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development’s (“HUD’s”) Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)(“ACT”); and

WHEREAS, HUD has indicated the COUNTY is qualified and the appropriate staff agency to act as a Responsible Entity under 24 CFR Part 58 and to carry out and complete an Environmental Review Record (ERR) for Community Project Funding (CPF) projects on behalf of CPF Awardees; and

WHEREAS, the City of Wheaton has received a CPF award, hereinafter known as the “CPF AWARDEE”; and

WHEREAS, the CPF AWARDEE wishes to enter into an MOU with the COUNTY for the purposes of utilizing COUNTY staff to complete the required ERR; and

WHEREAS, an MOU has been prepared outlining the CPF AWARDEE’s responsibilities for compliance with 24 CFR Part 58 Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities and obligations to the COUNTY.

NOW THEREFORE BE IT RESOLVED by the County Board that said MOU between the County of DuPage and the City of Wheaton, attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said MOU on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix

the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to MOU so long as such amendments further the completion of the project and are in accordance with regulations applicable to 24 CFR Part 58 and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to the CITY OF WHEATON, 303 W. Wesley Street, Wheaton, Illinois 60187

Enacted and approved this 14<sup>th</sup> of November 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE  
COUNTY**

## COMMUNITY SERVICES

630-407-6500  
Fax: 630-407-6501  
[csprograms@dupageco.org](mailto:csprograms@dupageco.org)

[www.dupageco.org/community](http://www.dupageco.org/community)

**TO:** Greg Schwarze, Chairman and Committee Members  
Human Services Committee

**FROM:** Mary A. Keating, Director,  
Department of Community Services

**DATE:** October 13, 2023

**SUBJECT: Community Project Funding Memorandum of Understanding –  
Environmental Review Records**

**Community  
Development**  
630-407-6600  
Fax: 630-407-6601

**Family Center**  
422 N. County Farm Rd.  
Wheaton, IL 60187  
630-407-2450  
Fax: 630-407-2451

**Housing Supports  
and Self-Sufficiency**  
630-407-6500  
Fax: 630-407-6501

**Intake and Referral**  
630-407-6500  
Fax: 630-407-6501

**Senior Services**  
630-407-6500  
Fax: 630-407-6501

---

**Action Requested:** The Community Development Commission staff recommends approval of a Memorandum of Understanding (MOU) between DuPage County and three Community Project Funding (CPF) Awardees; Village of Addison, Wood Dale Park District, and the City of Wheaton, to allow for completion of Environmental Review Records (ERR) under 24 CFR Part 58.

**Details:** HUD's Office of Community Planning and Development, Congressional Grants Division is responsible for the administration of congressionally-directed spending under the Economic Development Initiative - Community Project Funding (CPF). CPF grants are selected through a congressionally-directed application process. HUD does not facilitate the grant application process.

CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. All projects must have a completed environmental review, and where applicable, an approved Request for Release of Funds/Certification, prior to committing Federal or non-Federal funds for choice-limiting actions or undertaking such actions on the project. HUD's Region 5 Office of Environment and Energy has requested DuPage County act as the Responsible Entity and complete CPF ERRs under Part 58 to alleviate the burden of HUD completing the ERR under Part 50. To accommodate HUD's request, an MOU has been prepared outlining responsibilities of the County and CPF Awardee, along with reimbursement requirements to County staff for time put forth completing each ERR.

Of note, CPF has been allocated directly to each CPF Awardee and has not been appropriated to DuPage County.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF DUPAGE AND  
CITY OF WHEATON**

This AGREEMENT is entered into as of the 14<sup>th</sup> day of Novemer, 2023, between the COUNTY OF DUPAGE, a politic body and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the CITY OF WHEATON, an Illinois Municipal Corporation, (hereinafter called "Community Project Funding AWARDEE") having a principal place of business at 303 W. Wesley Street, Wheaton, Illinois 60187.

**RECITALS**

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, the COUNTY, as a Responsible Entity and pursuant to 24 CFR Part 58, will complete the Environmental Review for the Community Project Funding ("CPF") Grant the CPF Awardee has applied for; and

WHEREAS, HUD has indicated the COUNTY is a qualified and appropriate staff agency to carry out the environmental review required for CPF awards to the extent required under 24 CFR part 58; and

WHEREAS, the COUNTY and the CPF Awardee enter into this Memorandum of Understanding (MOU or MEMORANDUM) pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**I. INCORPORATION AND CONSTRUCTION**

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this MEMORANDUM.
- B. The headings of the paragraphs and subparagraphs of this MOU are inserted for convenience of reference only and this shall not be deemed to constitute part of this MOU or to affect the construction hereof.

## II. SCOPE OF THE PROJECT

- A. The CPF AWARDEE shall provide the COUNTY with a full detailed project scope in accordance with 24 CFR part 58, including but not limited to all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions.
- B. The scope of the activities for the CPF awarded project includes:
  - 1. Repairs and restoration to the outdoor areas surrounding the Wheaton Public Library, located at 225 N. Cross Street, Wheaton, IL 60187. Improvements include removing and replacing concrete stairs, ramp, and patio area, adding a free-standing monument sign with LED electronic messaging capabilities, cleaning and/or replacing existing limestone panels, replacing existing concrete pavers, installing poles for sound system, lighting, and tensile shade structure, as well as installation of a tensile shade structure, all along the Library's exterior.
  - 2. CPF AWARDEE shall reimburse all costs/services associated with the DuPage County Community Services staff completing the Environmental Review process, pursuant to Section III. F. below.

## III. CPF AWARDEE'S COMPLIANCE WITH THE ACT

- A. The CPF Awardee shall comply and assist the COUNTY in complying with 24 CFR part 58 during the environmental review process. Failure to comply with or violate the provisions in subparagraphs (1), (2), and (3) set forth below may result in the COUNTY'S and/or DEPARTMENT'S inability to complete the Environmental Review Record (ERR). CPF Awardee shall:
  - 1. At COUNTY'S request, supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and
  - 2. Carry out mitigating measures identified and included in the Environmental Review Record; and
  - 3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CPF or local funds for these program activities on a HUD assisted project until COUNTY has completed an environmental review to the extent

required under 24 CFR part 58 and has given notification of its approval in accordance with 24 CFR part 58.

- B. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on HUD's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
- C. REPORTS: CPF Awardee shall provide the COUNTY with any and all reports necessary for the COUNTY to complete the environmental review. CPF Awardee understands and agrees that there may be certain testing/reports required under 24 CFR part 58 that the COUNTY staff is not qualified to complete. Any and all additional testing/reports identified by the COUNTY, which is necessary for the completion of the environmental review, is the responsibility of the CPF Awardee to obtain and pay for. Any and all results from additional testing/reports must be provided to the COUNTY for review and inclusion in the environmental review. The CPF Awardee must ensure any procurement requirements associated with obtaining the testing/reporting are followed. The COUNTY will not be responsible for assisting in the procurement or providing guidance related to any aspect of the CPF award. The CPF Awardee must direct all CPF related questions to the appropriate federal agency administering the grant.
- D. SITE VISITS: CPF Awardee agrees and authorizes the COUNTY staff to conduct on-site visits and to conduct any other procedures or practices to ensure compliance with the provisions set forth in Paragraph A above. CPF awardee shall make the site accessible to COUNTY staff as needed to complete the environmental review.
- E. TIMEFRAME: CPF awardee acknowledges and agrees that COUNTY projects will take priority over their environmental review process. As such, County does not guarantee a specific completion timeline. CPF awardee acknowledges and agrees that the environmental review process could take a year or more, depending on the demands of the COUNTY'S current projects and planning processes.
- F. PAYMENT FOR SERVICES: CPF awardee acknowledges and agrees that the environmental review process is estimated to take approximately 100 hours to complete.
  - 1. Upon completion of the ERR by County staff, the CPF Awardee shall reimburse the COUNTY for expenses incurred by the COUNTY upon the COUNTY'S submission of an invoice for services rendered. Should environmental conditions be identified prohibiting the project from moving forward, COUNTY staff will be reimbursed by the CPF Awardee for all time spent on preparation of the ERR.



2. CPF Awardee agrees that it shall be responsible for making all required payments against expenses incurred by COUNTY under this Memorandum. COUNTY shall forward an invoice for services rendered to the CPF Awardee for reimbursement of the hourly rate plus benefit rate of each COUNTY staff member's hours worked on the CPF Awardee's Environmental Review.
3. Compensation for COUNTY staff's time and reimbursement for expenses shall be paid by the CPF Awardee with the CPF funding and/or general funds available from the CPF Awardee. The County will invoice the CPF Awardee on a quarterly basis for the actual time spent on the project at the assigned employee's hourly rate, including fringe benefits.

IV. INDEMNIFICATION AND HOLD HARMLESS: CPF Awardee shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of CPF Awardee, its agents or employees, in undertaking and performing the environmental review process under this Agreement.

- A. In the event of any violation or breach of this Agreement by CPF Awardee, misuse or misapplication of funds derived from this Agreement by CPF Awardee, or any violation of any statutes, rules and regulations, directly or indirectly, by the CPF Awardee and/or any of its agents or representatives, then CPF Awardee, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys' fees and other costs of defense, resulting from such act or omission by CPF Awardee.
- B. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the CPF Awardee shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the COUNTY is indemnified.
- C. If the COUNTY has lost or been prevented from receiving any Federal funds as a result of any alleged violation of 24 CFR part 58, the CPF Awardee shall repay, upon demand by the COUNTY, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach.

V. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.

- B. ATTORNEY'S OPINION - If requested, CPF Awardee shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon CPF Awardee, have been taken by CPF Awardee, and that CPF Awardee is in compliance with applicable local, State and Federal statutes, rules and regulations for the purpose of complying with this AGREEMENT.
- C. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of compliance required by federal regulations under the ACT.
- D. SEVERABILITY – 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.
- E. DISCLAIMER – Nothing in this AGREEMENT is to be construed as creating a partnership between the COUNTY and any other party to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

\_\_\_\_\_  
Deborah A. Conroy, DuPage County Board Chair

DATE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

CPF AWAREDEE: CITY OF WHEATON, an Illinois Municipal Corporation

ADDRESS: 303 W. Wesley Street  
Wheaton, IL 60187

BY:

\_\_\_\_\_  
Philip J. Suess, Mayor

DATE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Andrea Rosedale, City Clerk



## HS Resolution

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

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**File #:** HS-R-0068-23

**Agenda Date:** 11/7/2023

**Agenda #:** 7.D.

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### MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF DUPAGE AND WOOD DALE PARK DISTRICT

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development’s (“HUD’s”) Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)(“ACT”); and

WHEREAS, HUD has indicated the COUNTY is qualified and the appropriate staff agency to act as a Responsible Entity under 24 CFR Part 58 and to carry out and complete an Environmental Review Record (ERR) for Community Project Funding (CPF) projects on behalf of CPF Awardees; and

WHEREAS, the Wood Dale Park District has received a CPF award, hereinafter known as the “CPF AWARDEE”; and

WHEREAS, the CPF AWARDEE wishes to enter into an MOU with the COUNTY for the purposes of utilizing COUNTY staff to complete the required ERR; and

WHEREAS, an MOU has been prepared outlining the CPF AWARDEE’s responsibilities for compliance with 24 CFR Part 58 Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities and obligations to the COUNTY.

NOW THEREFORE BE IT RESOLVED by the County Board that said MOU between the County of DuPage and the Wood Dale Park District, attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said MOU on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix

the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to MOU so long as such amendments further the completion of the project and are in accordance with regulations applicable to 24 CFR Part 58 and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to the WOOD DALE PARK DISTRICT, 111 E. Foster Ave, Wood Dale Illinois 60191.

Enacted and approved this 14<sup>th</sup> of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE  
COUNTY**

## COMMUNITY SERVICES

630-407-6500  
Fax: 630-407-6501  
[csprograms@dupageco.org](mailto:csprograms@dupageco.org)

[www.dupageco.org/community](http://www.dupageco.org/community)

**TO:** Greg Schwarze, Chairman and Committee Members  
Human Services Committee

**FROM:** Mary A. Keating, Director,  
Department of Community Services

**DATE:** October 13, 2023

**SUBJECT: Community Project Funding Memorandum of Understanding –  
Environmental Review Records**

**Community  
Development**  
630-407-6600  
Fax: 630-407-6601

**Family Center**  
422 N. County Farm Rd.  
Wheaton, IL 60187  
630-407-2450  
Fax: 630-407-2451

**Housing Supports  
and Self-Sufficiency**  
630-407-6500  
Fax: 630-407-6501

**Intake and Referral**  
630-407-6500  
Fax: 630-407-6501

**Senior Services**  
630-407-6500  
Fax: 630-407-6501

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**Action Requested:** The Community Development Commission staff recommends approval of a Memorandum of Understanding (MOU) between DuPage County and three Community Project Funding (CPF) Awardees; Village of Addison, Wood Dale Park District, and the City of Wheaton, to allow for completion of Environmental Review Records (ERR) under 24 CFR Part 58.

**Details:** HUD's Office of Community Planning and Development, Congressional Grants Division is responsible for the administration of congressionally-directed spending under the Economic Development Initiative - Community Project Funding (CPF). CPF grants are selected through a congressionally-directed application process. HUD does not facilitate the grant application process.

CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. All projects must have a completed environmental review, and where applicable, an approved Request for Release of Funds/Certification, prior to committing Federal or non-Federal funds for choice-limiting actions or undertaking such actions on the project. HUD's Region 5 Office of Environment and Energy has requested DuPage County act as the Responsible Entity and complete CPF ERRs under Part 58 to alleviate the burden of HUD completing the ERR under Part 50. To accommodate HUD's request, an MOU has been prepared outlining responsibilities of the County and CPF Awardee, along with reimbursement requirements to County staff for time put forth completing each ERR.

Of note, CPF has been allocated directly to each CPF Awardee and has not been appropriated to DuPage County.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF DUPAGE AND  
WOOD DALE PARK DISTRICT**

This AGREEMENT is entered into as of the 14<sup>th</sup> day of November, 2023, between the COUNTY OF DUPAGE, a politic body and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the WOOD DALE PARK DISTRICT, an Illinois Municipal Corporation, (hereinafter called "Community Project Funding AWARDEE" or "CPF AWARDEE") having a principal place of business at 111 E. Foster Ave, Wood Dale Illinois 60191.

**RECITALS**

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, the COUNTY, as a Responsible Entity and pursuant to 24 CFR Part 58, will complete the Environmental Review for the Community Project Funding ("CPF") Grant the CPF Awardee has applied for; and

WHEREAS, HUD has indicated the COUNTY is a qualified and appropriate staff agency to carry out the environmental review required for CPF awards to the extent required under 24 CFR part 58; and

WHEREAS, the COUNTY and the CPF Awardee enter into this Memorandum of Understanding (MOU or MEMORANDUM) pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**I. INCORPORATION AND CONSTRUCTION**

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this MEMORANDUM.
- B. The headings of the paragraphs and subparagraphs of this MOU are inserted for convenience of reference only and this shall not be deemed to constitute part of this MOU or to affect the construction hereof.

II. SCOPE OF THE PROJECT

- A. The CPF AWARDEE shall provide the COUNTY with a full detailed project scope in accordance with 24 CFR part 58, including but not limited to all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions.
- B. The scope of the activities for the CPF awarded project includes:
  - 1. Phase 2 development of Central Park, located at the corner of North Central Avenue and Elmhurst Street in Wood Dale, IL 60191. Improvements will include demolition, site grading and excavation, site drainage, site concrete and curbs, play equipment and surfacing, bike rack, benches, fencing, shade shelter, fitness stations, turf restoration, and landscaping.
  - 2. CPF AWARDEE shall reimburse all costs/services associated with the DuPage County Community Services staff completing the Environmental Review process, pursuant to Section III. F. below.

III. CPF AWARDEE'S COMPLIANCE WITH THE ACT

- A. The CPF Awardee shall comply and assist the COUNTY in complying with 24 CFR part 58 during the environmental review process. Failure to comply with or violate the provisions in subparagraphs (1), (2), and (3) set forth below may result in the COUNTY'S and/or DEPARTMENT'S inability to complete the Environmental Review Record (ERR). CPF Awardee shall:
  - 1. At COUNTY'S request, supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and
  - 2. Carry out mitigating measures identified and included in the Environmental Review Record; and
  - 3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CPF or local funds for these program activities on a HUD assisted project until COUNTY has completed an environmental review to the extent required under 24 CFR part 58 and has given notification of its approval in accordance with 24 CFR part 58.



- B. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on HUD's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
- C. REPORTS: CPF Awardee shall provide the COUNTY with any and all reports necessary for the COUNTY to complete the environmental review. CPF Awardee understands and agrees that there may be certain testing/reports required under 24 CFR part 58 that the COUNTY staff is not qualified to complete. Any and all additional testing/reports identified by the COUNTY, which is necessary for the completion of the environmental review, is the responsibility of the CPF Awardee to obtain and pay for. Any and all results from additional testing/reports must be provided to the COUNTY for review and inclusion in the environmental review. The CPF Awardee must ensure any procurement requirements associated with obtaining the testing/reporting are followed. The COUNTY will not be responsible for assisting in the procurement or providing guidance related to any aspect of the CPF award. The CPF Awardee must direct all CPF related questions to the appropriate federal agency administering the grant.
- D. SITE VISITS: CPF Awardee agrees and authorizes the COUNTY staff to conduct on-site visits and to conduct any other procedures or practices to ensure compliance with the provisions set forth in Paragraph A above. CPF awardee shall make the site accessible to COUNTY staff as needed to complete the environmental review.
- E. TIMEFRAME: CPF awardee acknowledges and agrees that COUNTY projects will take priority over their environmental review process. As such, County does not guarantee a specific completion timeline. CPF awardee acknowledges and agrees that the environmental review process could take a year or more, depending on the demands of the COUNTY'S current projects and planning processes.
- F. PAYMENT FOR SERVICES: CPF awardee acknowledges and agrees that the environmental review process is estimated to take approximately 100 hours to complete.
1. Upon completion of the ERR by County staff, the CPF Awardee shall reimburse the COUNTY for expenses incurred by the COUNTY upon the COUNTY'S submission of an invoice for services rendered. Should environmental conditions be identified prohibiting the project from moving forward, COUNTY staff will be reimbursed by the CPF Awardee for all time spent on preparation of the ERR.
  2. CPF Awardee agrees that it shall be responsible for making all required payments against expenses incurred by COUNTY under this Memorandum. COUNTY shall

forward an invoice for services rendered to the CPF Awardee for reimbursement of the hourly rate plus benefit rate of each COUNTY staff member's hours worked on the CPF Awardee's Environmental Review.

3. Compensation for COUNTY staff's time and reimbursement for expenses shall be paid by the CPF Awardee with the CPF funding and/or general funds available from the CPF Awardee. The County will invoice the CPF Awardee on a quarterly basis for the actual time spent on the project at the assigned employee's hourly rate, including fringe benefits.

IV. INDEMNIFICATION AND HOLD HARMLESS: CPF Awardee shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of CPF Awardee, its agents or employees, in undertaking and performing the environmental review process under this Agreement.

- A. In the event of any violation or breach of this Agreement by CPF Awardee, misuse or misapplication of funds derived from this Agreement by CPF Awardee, or any violation of any statutes, rules and regulations, directly or indirectly, by the CPF Awardee and/or any of its agents or representatives, then CPF Awardee, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys' fees and other costs of defense, resulting from such act or omission by CPF Awardee.
- B. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the CPF Awardee shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the COUNTY is indemnified.
- C. If the COUNTY has lost or been prevented from receiving any Federal funds as a result of any alleged violation of 24 CFR part 58, the CPF Awardee shall repay, upon demand by the COUNTY, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach.

V. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.
- B. ATTORNEY'S OPINION - If requested, CPF Awardee shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all

steps necessary to adopt this AGREEMENT, in a manner binding upon CPF Awardee, have been taken by CPF Awardee, and that CPF Awardee is in compliance with applicable local, State and Federal statutes, rules and regulations for the purpose of complying with this AGREEMENT.

- C. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of compliance required by federal regulations under the ACT.
- D. SEVERABILITY – 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.
- E. DISCLAIMER – Nothing in this AGREEMENT is to be construed as creating a partnership between the COUNTY and any other party to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

\_\_\_\_\_  
Deborah A. Conroy, DuPage County Board Chair

DATE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

CPF AWAREDEE: Wood Dale Park District, an Illinois Municipal Corporation

ADDRESS: 111 East Foster Avenue  
Wood Dale, IL 60191

BY:

\_\_\_\_\_  
Dorothy Lange, Board President

DATE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jon Marquardt, Executive Director



Care Center Requisition \$30,000 and Over

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

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**File #:** HS-P-0083-23

**Agenda Date:** 11/7/2023

**Agenda #:** 8.A.

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AWARDING RESOLUTION ISSUED TO  
NORTHWESTERN MEDICINE REGIONAL GROUP - DR. MIELE  
FOR MEDICAL DIRECTOR  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$36,000.00)

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 Finance Committee recommends County Board approval for the issuance of the contract to be issued to Northwestern Medicine Regional Group - Dr. Miele, for Medical Director, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center .

NOW, THEREFORE BE IT RESOLVED, that said contract is for Medical Director, for the period of December 1, 2023 through November 30, 2024 for the DuPage Care Center, be, and it is hereby approved for the issuance of a contract by the Procurement Division to Northwestern Medicine Regional Group - Dr. Miele, 233 South Gary Avenue, Bloomingdale, Illinois 60108, for a contract total amount of \$36,000.00.

Enacted and approved this 14th day of November, 2023, at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3488	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$34,500.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$142,500.00
	CURRENT TERM TOTAL COST: \$36,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Northwestern Medicine Regional Medical Group/Dr. Miele	VENDOR #: 19217	DEPT: DuPage Care Center	DEPT CONTACT NAME: Anita Rajagopal
VENDOR CONTACT: Dr. Angelo Miele	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-784-4200	DEPT CONTACT EMAIL: anita.rajagopal@dupagecounty.gov
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #: 7420	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services for a Medical Director for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract amount not to exceed \$36,000.00, per Other Professional Services.			
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 7 days a week. Licensure requirement and assurance of quality care of the residents of the DuPage Care Center			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
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)	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Other Professional 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). 1) DPCC recommends the approval of renewal of Medical Director Services for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024 2) Do not approve renewal of Medical Director Services for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, 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: Northwestern Medicine Regional Group/Dr. Miele	Vendor#: 19217	Dept: DuPage Care Center	Division: Administration
Attn: Devin Marcovici	Email: devin.marcovici@nm.org	Attn: Anita Rajagopal	Email: anita.rajagopal@dupagecounty.gov
Address: 25 N. Winfield Road	City: 25 N. Winfield Road	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60190	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4200	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Northwestern Medicine Regional Group/Dr. Miele	Vendor#:	Dept: DuPage Care Center	Division:
Attn: Dr. Angelo Miele	Email:	Attn:	Email:
Address: 233 South Gary Avenue	City: Bloomington	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60108	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4200	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Medical Director	FY24	1200	2050	53090		36,000.00	36,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 36,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Services for a Medical Director for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract amount not to exceed \$36,000.00, per Other Professional Services.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services Committee                      November 14, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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





**AMENDMENT FOR CONTRACT RENEWAL**

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Northwestern Medicine Regional Medical Group, located 25 North Winfield Road, Winfield, IL 60190 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract for Professional Services which became effective on 12/1/2020 and which will expire 11/30/2023. The contract is subject to a third of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2024.

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

**CONTRACTOR**  
Signature on File

**THE COUNTY OF DUPAGE**

SIGNATURE  
*ANGELLO MIELE*  
PRINTED NAME  
*M. D.*  
PRINTED TITLE  
*10/16/23*  
DATE

SIGNATURE  
Richella Jackson  
PRINTED NAME  
Buyer I  
PRINTED TITLE  
DATE

**AGREEMENT BETWEEN  
THE COUNTY OF DU PAGE  
AND  
NORTHWESTERN MEDICINE REGIONAL MEDICAL GROUP  
FOR THE SERVICES OF ANGELO MIELE, MD.MEDICAL DIRECTOR**

This Agreement is entered into this **1st day of December, 2020**, between the County of DuPage, a body corporate and politic, by and through its DuPage Care Center, a skilled nursing facility (hereinafter "Center"), and ("RMG"), an Illinois Business Corporation having its principal place of business located at 25 North Winfield Road, Winfield, Illinois 60190, for the services of Angelo Miele, M.D. ("Medical Director")

RECITALS

WHEREAS, the Center is a county nursing home, mandated to give priority to admission of infirm and chronically ill persons unable to purchase care and maintenance pursuant to 55 ILCS 5/5-21010;

WHEREAS, Center desires to arrange for the services of a physician to serve as the Center's Medical Director;

WHEREAS, RMG, is willing to offer the services of Medical Director, who is employed by RMG and a physician licensed to practice medicine in the State of Illinois, as Medical Director responsible for implementation of resident care policies, the coordination of medical care rendered at the Center, and to execute such other duties as agreed by the parties in consideration for the monthly payment set forth in this Agreement;

NOW, THEREFORE, in consideration of these premises and of the mutual promises contained herein, the parties do hereby agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

- 1.1 Key Person. RMG, agrees to provide the services of Medical Director to serve as Medical Director of the Center. RMG hereby acknowledges that the services of Medical Director are key to this Agreement, and that this agreement shall terminate automatically upon the death or incapacity of Medical Director, the termination of Medical Director's employment with RMG, or other such instance in which Medical Director is unable to provide services to the Center as Medical Director.
- 1.2 Services Provided. The work to be performed by the Medical Director shall include those services generally performed by a Medical Director in a skilled nursing facility, including but not limited to:
  - a. Supervision and Monitoring. The Medical Director shall be responsible for the supervision, monitoring, and management of any and all medical care, treatment, and services rendered by physicians, nurses, and other allied health service workers at the Center. Said responsibility includes, but is not limited to, review and approval of applications for clinical privileges, supervision, monitoring and evaluations of medical staff performance and recommendations for sanctions in accordance with Medical Staff Bylaws, consultations, assessments, audits, and evaluation of the adequacy and quality of care rendered by nurses, supportive staff, and allied health service workers.
  - b. Medical Records. The Medical Director shall be responsible assuring that responsibilities of attending physicians with respect to documentation are clearly delineated and communicated and are properly performed and for conducting regular reviews of all resident's charts and medical records to assure that each resident is getting adequate and appropriate medical care and treatment. The Medical Director shall further provide consultations with the Center's Administrator and medical staff regarding the evaluation and improvement of the medical records system, and prepare such reports, documents and correspondence as requested by the Administrator.
  - c. Coverage and Scheduling. The Medical Director shall be responsible for assuring that there is physician coverage for emergent resident medical care at the Center on a twenty-four (24) hours, seven (7) days per week.

- d. Coordination of Medical Care. The Medical Director shall be responsible for the coordination of care at the Center. This shall require the Medical Director to assist the Center in obtaining and maintaining timely and appropriate medical care that supports the healthcare needs of the residents, is consistent with current standards of practice, and helps the Center meet its regulatory requirements. Medical Director shall conduct staff meetings which include but are not limited to Infection Control, Pharmaceutical Service, Patient Care Policy, and Continual Quality Improvement (CQI). The Medical Director shall also meet with other health service consultants and independent contractors rendering service at the Center regarding the adequacy and effectiveness of their services at the Center
  - e. Health and Safety of Employees and Residents. The Medical Director shall be responsible for surveillance of the health status of the employees and other health service workers at the Center.
  - f. Policy and Program Development. The Medical Director shall assist with the development of Medical Staff Bylaws. The Medical Director will provide ongoing guidance in the development and implementation of resident care policies, including review and revision of existing policies. The Medical Director will collaborate with the Center regarding the policies and protocols that guide clinical decision making. The Medical Director and Administrator shall advise and consult each other on a regular basis regarding the adequacy and appropriateness of the Center's resident medical services, medical equipment, and care rendered by professional and supportive service workers. The Medical Director shall actively participate in the development and implementation of the Center's Continual Quality Improvement (CQI) Program and such other programs as requested by Administrator.
  - g. Consultation and Training. The Medical Director shall provide consultations as needed with Associate Staff Physicians and other physicians with clinical staff privileges. The Medical Director shall participate in Center's In-Service Training Program and shall offer consultations and training as needed to nursing, supportive staff and allied health services workers. The Medical Director shall advise the Administrator, Director of Nursing, and Social Worker in evaluating the Center's ability to meet psychosocial, medical, and physical needs of Center's residents.
  - h. Public Affairs. The Medical Director shall act as the Center's medical representative in the Community and shall participate in community relations and public service projects as may benefit the Center and as mutually agreed upon by the Parties.
- 1.3 RMG shall ensure that Medical Director shall at all times be duly licensed to practice medicine in the State of Illinois, have a current narcotics number, and maintain in good standing medical staff and clinical privileges at the Center. RMG shall ensure that Medical Director complies with all standards of the canons of professional ethics, Joint Commission on Accreditation of Health Care Organizations, and all applicable statutes, rules, regulations and standards of any and all governmental authorities and accreditation bodies.

## ARTICLE II: TERM AND TERMINATION OF AGREEMENT

- 2.1 Term and Termination Without Cause: This Agreement shall commence on the date stated above, until November 30, 2021. Thereafter, the agreement shall renew for one (1) year successive terms unless terminated in accordance with Section 2.2 of this Agreement.
- 2.2 Termination. Either party to this Agreement may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party.

## ARTICLE III: COMPENSATION

- 3.1 Compensation. The Center shall pay RMG for Medical Director's services at the rate of one hundred fifty dollars (\$150.00) per hour, not to exceed three thousand dollars (\$3,000.00) per month. RMG shall submit monthly invoices documenting Medical Director's services and time spent.

#### ARTICLE IV: WORKING HOURS

- 4.1 RMG shall provide Medical Director's services an average of twenty (20) hours per month or two hundred forty (240) hours per year on a timely basis to meet the needs of the Center, as determined and requested by the Administrator of the Center.

#### ARTICLE V: MISCELLANEOUS

- 5.1 Independent Contractor Status. In the performance of the work, duties, and obligations devolving upon it under this Agreement, it is mutually understood and agreed that RMG and Medical Director are at all times acting and performing as an independent contractor engaged in the practice of medicine. The Center shall neither have nor exercise any control or direction over the methods by which RMG, its employees or agents shall perform their work and functions. The sole interest and responsibility of the Center is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. The standards of medical practice shall be determined by the Medical Director and medical staff of the Center. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- 5.2 Indemnification. This Agreement shall not require either party to indemnify or hold the other harmless for any claims, liabilities, damages, or expenses, including attorney's fees, incurred in defending or compromising actions brought by any party arising out of or related to a party's acts or omissions, or those of its employees or agents in the performance of this Agreement.
- 5.3 Tax Liability. At all times, Medical Director shall be an employee of RMG and shall not be deemed an employee of the Center for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the Center or the County of DuPage for its employees. RMG shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. RMG shall not bring, and shall hold harmless and provide the Center with a defense against any and all, claims that the Center is responsible for the payment or filing of any of the foregoing payments, withholdings, contributions, taxes, and documents and returns, including but not limited to Social Security taxes and employer income tax withholding obligations.
- 5.5 Insurance. During the term of this Agreement, each party shall maintain at its own expense professional liability insurance, general liability insurance, and worker's compensation insurance for any employees who may assist such party in the performance of its obligations hereunder. The professional and general liability insurance shall have limits in amounts equal to or exceeding local industry standards but in no event less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. The Center's insurance, described above, shall include coverage for the acts of the Medical Director performed in his/her capacity as the Center's Medical Director. However, the Center's insurance does not cover any services the Medical Director may provide to a resident in the capacity of an attending physician. Should Medical Director act in the capacity of an attending physician for any Center resident, RMG agrees to procure professional liability insurance on Medical Director's behalf for acts or omissions in the discharge of those responsibilities. In the event that either party changes insurers, such party agrees to provide evidence of "tail" insurance covering all acts and omissions with respect to the Medical Director services rendered hereunder until such time as a new insurer has been engaged. Each party shall notify the other thirty (30) days in advance of any cancellation of insurance coverage or a material change in coverage. Evidence of insurance shall be provided upon request.
- 5.6 Assignment. This Agreement may not be amended or revised except with the written consent of the parties hereto, and may not be assigned by any party without the written consent of the other party. Notwithstanding the foregoing, RMG can assign this Agreement to any successor or affiliate of

RMG without the Center's consent.

- 5.7 Records. It is hereby acknowledged and understood by the parties that Center owns and controls all the resident's medical charts, records and files, and that these records and related documents are to be kept confidential and shall not be disclosed without the resident's consent or order of court or unless in accordance with applicable laws. Medical Director shall be allowed access to those records for purposes of carrying out his duties and obligations under this Agreement.
- 5.9 Notice. All notices or other written communication required under this Agreement shall be deemed to have been duly given if delivered personally in hand or by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following:
- a. If to Center:  
DuPage Care Center  
400 North County Farm Road  
Wheaton, Illinois 60187  
Attn: Janelle Chadwick, Administrator
  - b. If to RMG:  
25 North Winfield Road  
Winfield, Illinois 60190  
Attn: President
- 5.10 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of Illinois.
- 5.11 Entire Agreement to Services as Medical Director. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the services described herein. No modification or amendment shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Nothing in this Agreement shall preclude or be contingent upon any Agreement between the Center, RMG or Medical Director permitting RMG and or Medical Director to render the medical care and treatment to those Center residents who have not retained their own physician in consideration of receiving such fees directly from the resident, or from third party payors such as private insurance, Medicaid, Medicare or the Veteran's Administration in accordance with the policies of the Center.

#### ARTICLE VI: ENFORCEABILITY

- 6.1 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed as, a waiver of that or other provisions hereof.
- 6.2 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement which will remain in full force, effect, and enforceability in accordance with its terms.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

Center  
DUPAGE CARE CENTER

Medical Group  
NORTHWESTERN MEDICINE  
REGIONAL MEDICAL GROUP

DocuSigned by: [Redacted]

Administrator

DATE: 11-18-20

DATE: 11-18-2020



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

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

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <u>ANGELO MIELE</u>	Company Contact: _____
Contact Phone: <u>630-254-2271</u>	Contact Email: _____

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

#### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupagecountys.org/countyboard/policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

**Signature on File**

Authorized Signature

Printed Name

ANGELO MIELE

Title

MD - Medical Director

Date

10/19/23

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



Care Center Requisition \$30,000 and Over

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

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**File #:** HS-P-0084-23

**Agenda Date:** 11/7/2023

**Agenda #:** 8.B.

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AWARDING RESOLUTION  
ISSUED TO MEDLINE INDUSTRIES, INC.  
FOR DISPOSABLE ISOLATION GOWNS FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$37,912.00)

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 replacement mattresses; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners, the County of DuPage will contract with Medline Industries, Inc.; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Medline Industries, Inc., for disposable isolation gowns, for the period of November 15, 2023 through November 14, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering disposable isolation gowns, for the period of November 15, 2023 through November 14, 2024, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Medline Industries, Inc., Three Lakes Drive, Northfield, Illinois 60093, for a contract total amount not to exceed \$37,912.00, per contract pursuant to the OMNIA Partners Cooperative Contract #2021003157.

Enacted and approved 14th day of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK





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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3490	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$37,912.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$37,912.00
	CURRENT TERM TOTAL COST: \$37,912.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Medline Industries, Inc.	VENDOR #: 10299	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Brian Guth	VENDOR CONTACT PHONE: 800-633-5463	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: BGuth@medline.com	VENDOR WEBSITE:	DEPT REQ #: 7416	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Disposable Isolation Gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total not to exceed \$37,912.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Isolation gowns are needed to protect the wearer from splashing and soiling of blood, body fluids and other potentially infectious material. The isolation gown is worn as part of personal protective equipment (PPE) for droplet and contact precautions. Our staff uses this PPE on our Covid unit or any floor/neighborhood that staff or family members needing further protection when caring for our residents that may have infections.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
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

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. OMNIA Partners Cooperative Contract 2021003157
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) Approve contract for disposable isolation gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total not to exceed \$37,912.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. 2) Do not approve contract for disposable isolation gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total not to exceed \$37,912.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157, however, disposable isolation gowns will need to be purchased to follow Health Departments and IDPH Guidelines to follow infection control policies, as well as good standard of care for our 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: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Laundry
Attn: Brian Guth	Email: BGuth@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: Three Lakes Drive	City: Northfield	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60093	State: IL	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Laundry
Attn: Customer Services	Email: service@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: Dept CH 14400	City: Palatine	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60055-4400	State: IL	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): November 15, 2023	Contract End Date (PO25): November 14, 2024
Contract Administrator (PO25): Christine Kliebhan			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		disposable isolation gowns	FY24	1100	1215	52320		37,912.00	37,912.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 37,912.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Disposable Isolation Gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total not to exceed \$37,912.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services Committee    November 14, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**We make  
healthcare  
run better™**


Three Lakes Drive, Northfield, IL 60093 | 1.800.MEDLINE (633.5463) | medline.co

**Customer Quote**

**Customer:** 0001006778  
 DUPAGE CARE CENTER  
 400 N COUNTY FARM RD  
 WHEATON, IL 60187-2517

**Date:** 10/03/2023  
**Sales Rep:** Guth, Brian (S6009)  
[BGuth@medline.com](mailto:BGuth@medline.com)

This pricing is valid until 11/02/2023 unless otherwise specified or based on contract tier eligibility and effective dates.  
 Exact freight and tax will be added at the time of invoice.

Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty	Extended
	NONLV240XL	GOWNS, ISOLATION: MEDIUM-WEIGHT AAMI LEVEL 2 ISOLATION GOWN WITH SIDE TIES, YELLOW	100 EA / CS	\$94.78	400	\$37,912.00
			<b>OMNIA</b>			
			Purchasing Agreement # 2021003157			



As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

## 1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

## 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from November 3<sup>rd</sup>, 2021, and through November 2<sup>nd</sup>, 2026 and is subject to earlier termination as provided below. UC may renew the Agreement for 3 successive 1 -year periods (each, a Renewal Term).
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) This agreement shall supersede and replace all other agreements between the Parties including UCOP-186. For the avoidance of doubt, no rebates or other fees shall be due and payable to UC by Supplier under any previous agreement following the effective date of this agreement.

## 3. Cooperative Purchasing:

Supplier may extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

## 4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

## 5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards [http://www.ucop.edu/procurement-services/\\_files/Matrix%20for%20website.pdf](http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf) for the options that will be



considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

## 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

<b>Name</b>	Daniel Quach
<b>Phone</b>	858-246-5779
<b>Email</b>	<a href="mailto:dquach@ucsd.edu">dquach@ucsd.edu</a>
<b>Address</b>	Information Technology Services TPC/S 3rd Fl/152 Mail Code 0928
	Mailing Address:9500 Gilman Drive #0928 La Jolla, CA 92093-0928

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:

<b>Name</b>	Anne Hewett
<b>Phone</b>	858-534-9426
<b>Email</b>	<a href="mailto:ahewett@ucsd.edu">ahewett@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To UC, regarding contract issues not addressed above:

<b>Name</b>	Andrea Orozco
<b>Phone</b>	858-534-5730
<b>Email</b>	<a href="mailto:anorozco@ucsd.edu">anorozco@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

<b>Name</b>	Antony Esquer
<b>Phone</b>	858-534-1479
<b>Email</b>	<a href="mailto:amesquer@ucsd.edu">amesquer@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To Supplier:

<b>Name</b>	Kevin Feighery
<b>Phone</b>	704-975-5477
<b>Email</b>	<a href="mailto:kfeighery@medline.com">kfeighery@medline.com</a>
<b>Address</b>	1 Medline PI Mundelein, IL 60060

## 6. Intellectual Property, Copyright and Patents

/x The Goods and/or Services **do not** involve Work Made for Hire

## 7. Patient Protection and Affordable Care Act (PPACA)

/x The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## 8. Prevailing Wages

/x Supplier is not required to pay prevailing wages when providing the Services.

## 9. Fair Wage/Fair Work

/x Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

## 10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).



## 11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Medline Industries, Inc.

## 12. Service-Specific and/or Goods-Specific Provisions

- a. Pandemic response
- b. Stock arrangements
- c. Last Mile
- d. Sustainability Incentive: To support UC's zero waste goal and to improve campus waste and diversion, Medline agrees to provide an annual sustainability incentive, in the amount of \$5,000 payable to the UC Regents. This incentive will be allocated to all 10 campus sustainability programs, to support campus waste and diversion programs.

### Pricing Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

## 13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

## 14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

## 15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO

- b. Appendix A: UC Terms and Conditions of Purchase
- c. Appendix B: UC Appendix—Electronic Commerce
- d. Appendix C: Federal Government Contracts Special Terms and Conditions
- e. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- f. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- g. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
- h. Appendix G: UC Appendix—Data Security
- i. Appendix H: UC FEMA Appendix
- j. Exhibit A: Response for National Cooperative Contract
- k. Exhibit F: Federal Funds Certifications
- l. Exhibit G: New Jersey Business Compliance

## 20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

**Signature on File**

\_\_\_\_\_  
(Signature)

Todd Adams

\_\_\_\_\_  
(Printed Name, Title)

11/10/2021

\_\_\_\_\_  
November 3<sup>rd</sup>, 2021

MEDLINE INDUSTRIES, LP.

**Signature on File**

\_\_\_\_\_  
(Signature)

Chris Powers

\_\_\_\_\_  
(Printed Name, Title)

11/9/2021

\_\_\_\_\_  
November 3<sup>rd</sup>, 2021



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

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

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Medline Industries, LP</b>	Company Contact: <b>Brian Guth</b>
Contact Phone: <b>224-200-6753</b>	Contact Email: <b>BGuth@medline.com</b>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name

Chris Powers

Title

VP of Government Sales

Date

9/19/2023

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



Care Center Requisition \$30,000 and Over

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

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**File #:** HS-P-0085-23

**Agenda Date:** 11/7/2023

**Agenda #:** 8.C.

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AWARDING RESOLUTION ISSUED TO  
SYSCO CHICAGO, INCORPORATED  
FOR PRIMARY FOOD, SUPPLIES AND CHEMICALS  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$1,246,500.00)

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 Sysco Chicago, Incorporated, for primary food, supplies and chemicals, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the issuance of a contract to Sysco Chicago, Incorporated, for primary food, supplies and chemicals, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center, under Bid Renewal #22-082-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Sysco Chicago, Incorporated, 250 Weiboldt Drive, Des Plaines, Illinois 60016, for a contract total amount of \$1,246,500.00.

Enacted and approved this 14<sup>th</sup> day of November, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3491	RFP, BID, QUOTE OR RENEWAL #: 22-082-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$869,168.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$4,608,668.00
	CURRENT TERM TOTAL COST: \$1,246,500.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Sysco Chicago, Incorporated	VENDOR #: 10555	DEPT: DuPage Care Center	DEPT CONTACT NAME: Mario Plata
VENDOR CONTACT: Joshua Kackley	VENDOR CONTACT PHONE: 847-699-4869	DEPT CONTACT PHONE #: 630-784-4416	DEPT CONTACT EMAIL: Mario.plata@dupagecounty.gov
VENDOR CONTACT EMAIL: Joshua.kackley@sysco.com	VENDOR WEBSITE:	DEPT REQ #: 7417	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract purchase order for Primary Food Supplies and chemicals for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a total contract amount not to exceed \$1,246,500.00, under bid renewal #22-082-DCC, first of three one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage Care Center is regulated by the IL Department of Public Health, which mandates & monitors our ongoing compliance with applicable State & Federal regulations that govern our practices, policies & procedures which in turn drive our care deliver system. Adherence to Physician diet orders & clearly defined meal period is necessary to avoid fines & penalties to ensure that we are allowed to bill for & be reimbursed for care provided to our residents/patient food supplies & chemicals for dish washing & general cleaning are operational necessities.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Sysco Chicago, Incorporated	Vendor#: 10555	Dept: DuPage Care Center	Division: Dining Services
Attn: Joshua Kackley	Email: joshua.kackley@sysco.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 250 Weiboldt Drive	City: Des Plaines	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60016	State: IL	Zip: 60187
Phone: 847-699-4869	Fax:	Phone: 630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Sysco Chicago, Incorporated	Vendor#: 10555	Dept: DuPage Care Center	Division: mario.plata@dupagecounty.gov
Attn: Jillian Stadick	Email: jillian.stadick@sysco.com	Attn: Mario Plata	Email:
Address: 250 Weiboldt Drive	City: Des Plaines	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60016	State: IL	Zip: 60187
Phone: 847-699-4869	Fax:	Phone: 630-784-4416	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Operating Supplies	FY24	1200	2025	52200		90,000.00	90,000.00
2	1	EA		Food and Beverage	FY24	1200	2025	52210		825,000.00	825,000.00
3	1	EA		Cleaning Supplies	FY24	1200	2025	52280		17,000.00	17,000.00
4	1	EA		Operating Supplies	FY24	1200	2100	52200		90,000.00	90,000.00
5	1	EA		Food and Beverage	FY24	1200	2100	52210		220,000.00	220,000.00
6	1	EA		Cleaning Supplies	FY24	1200	2100	52280		4,500.00	4,500.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 1,246,500.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for Primary Food Supplies and chemicals for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a total contract amount not to exceed \$1,246,500.00, under bid renewal #22-082-DCC, first of three one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services                      November 14, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**AMENDMENT FOR CONTRACT RENEWAL**

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Sysco Chicago, Inc. located at 250 Wieboldt Drive, Des Plaines, Illinois, 60016, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-082-DCC which became effective on 12/01/2022 and which will expire 11/30/2023. The contract is subject to a 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 11/30/2024.

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

**CONTRACTOR**

**THE COUNTY OF DUPAGE**

Signature on File

SIGNATURE

SIGNATURE

Andrew McCarty

Donna Weidman

PRINTED NAME

PRINTED NAME

Region VP, Finance

Buyer II

PRINTED TITLE

PRINTED TITLE

October 5, 2023

DATE

DATE





THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 PRIMARY AND SECONDARY FOOD SERVICE 22-082-DCC  
 BID TABULATION

NO.	ITEM	UOM	QTY	SYSCO CHICAGO		GORDON FOOD SERVICE	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
<b>PART 1 - MEAT AND PRODUCE</b>							
1	Bananas Fresh Ripe/Ready	CASE	15	\$ 25.83	\$ 387.45	\$ 27.45	\$ 411.75
2	Beef Ground Bulk Fine 81/19, 8/10# average	CASE	7	\$ 146.56	\$ 1,025.92	\$ 261.60	\$ 1,831.20
3	Beef Patties Raw 80/20	CASE	21	\$ 37.31	\$ 783.51	\$ 51.00	\$ 1,071.00
4	Beef Stew Meat Diced (size and shape may vary) 85% lean	CASE	35	\$ 47.22	\$ 1,652.70	\$ 42.60	\$ 1,491.00
5	Beef Certified Angus Flat Raw Boneless Bottom Round 171B (meat buyers guide number)	CASE	5	\$ 198.16	\$ 990.80	\$ 188.20	\$ 941.00
6	Carrots Grade A Diced (3/8" pieces)	CASE	19	\$ 32.31	\$ 613.89	\$ 22.49	\$ 427.31
7	Chicken Breast 4oz boneless/skinless in controlled vacuum packaging	CASE	11	\$ 115.97	\$ 1,275.67	\$ 127.16	\$ 1,398.76
8	Chicken breast 4oz B/S (boneless/skinless) IFZ (Individually quick frozen) in Ziplock Bags	CASE	11	\$ 60.65	\$ 667.15	\$ 72.19	\$ 794.09
9	Chicken Meat Diced 80D/20W (80% dark meat / 20% white meat)	CASE	25	\$ 36.10	\$ 902.50	\$ 103.20	\$ 2,580.00
10	Chicken Meat Fully Cooked Diced (1/2") WT/DK (white & dark meat)	CASE	8	\$ 37.85	\$ 302.80	\$ 103.20	\$ 825.60
11	Chicken Quarters IF (individually frozen)	CASE	6	\$ 82.84	\$ 497.04	\$ 83.56	\$ 501.36
12	Green Beans Frozen Cut Grade A	CASE	14	\$ 37.32	\$ 522.48	\$ 24.59	\$ 344.26
13	Pork Loin CC (center cut) BNLS (boneless) STRP/ON (side strap intact)	CASE	6	\$ 57.36	\$ 344.16	\$ 101.70	\$ 610.20
14	Pork Sausage LNK (link) SKLS (skinless) Mild	CASE	9	\$ 35.91	\$ 323.19	\$ 25.52	\$ 229.68
15	Sausage Pork Patty Mild CKD (cooked)	CASE	11	\$ 34.84	\$ 383.24	\$ 34.59	\$ 380.49
16	Turkey Breast Raw BNLS (boneless/skinless) foil wrapped	CASE	10	\$ 74.16	\$ 741.60	\$ 70.38	\$ 703.80
17	Veal Fritter Beer Breaded Raw Frozen w/BF (beef trimmings)	CASE	9	\$ 48.33	\$ 434.97	\$ 34.08	\$ 306.72
<b>PART 1 TOTAL</b>					<b>\$ 11,849.07</b>		<b>\$ 14,848.22</b>

**PART 2 - MISCELLANEOUS ITEMS**

NO.	ITEM	UOM	QTY	SYSCO CHICAGO		GORDON FOOD SERVICE	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Cheese Mozzarella Shredded LMPS (low moisture part skim) Wisconsin	CASE	8	\$ 57.96	\$ 463.68	\$ 54.34	\$ 434.72
2	Coffee Decaf Ground 30/6.3oz packages	CASE	18	\$ 136.10	\$ 2,449.80	\$ 141.96	\$ 2,555.28
3	Containers Foam Hinged 3 Compartment Double Tab 8x8x3	CASE	29	\$ 23.63	\$ 685.27	\$ 19.49	\$ 565.21
4	Detergent RTU (ready to use) Blue Liquid Pot/Pan	CASE	12	\$ 36.73	\$ 440.76	\$ 59.46	\$ 713.52
5	Eggs White Medium Shell USDA AA (AA indicates egg whites are thick & firm with yolks that are high & round)	CASE	8	\$ 65.23	\$ 521.84	\$ 56.94	\$ 455.52
6	Eggs Whole Liquid Fresh with Citric Acid TFF (Trans Fat Free) 15/2LB containers	CASE	28	\$ 59.25	\$ 1,659.00	\$ 37.58	\$ 1,052.24
7	Green Peas Frozen	CASE	10	\$ 44.02	\$ 440.20	\$ 32.91	\$ 329.10
8	Ice Cream Cup Chocolate 4oz	CASE	23	\$ 20.87	\$ 480.01	\$ 20.52	\$ 471.96
9	Ice Cream Cups Vanilla 4oz	CASE	49	\$ 20.78	\$ 1,018.22	\$ 20.52	\$ 1,005.48
10	Juice Apple Frozen 6oz	CASE	37	\$ 13.09	\$ 484.33	\$ 13.07	\$ 483.59
11	Juice Cranberry Blend Frozen 6oz	CASE	31	\$ 14.75	\$ 457.25	\$ 12.85	\$ 398.35
12	Orange Juice Cup Frozen 6oz	CASE	57	\$ 14.12	\$ 804.84	\$ 13.68	\$ 779.76
13	Juice Orange Nectar Thick L2 (mildly thick)	CASE	24	\$ 20.13	\$ 483.12	\$ 18.59	\$ 446.16
14	Margarine Soft Buttery Spread (non-dairy) 600/5gm	CASE	35	\$ 28.59	\$ 1,000.65	\$ 23.57	\$ 824.95
15	Margarine Solid ZTF (zero trans fat)	CASE	11	\$ 40.64	\$ 447.04	\$ 37.52	\$ 412.72
16	Milk 2% Dairy Nectar Thickened Consistency L2 (mildly thick) 24/8oz per case	CASE	76	\$ 20.71	\$ 1,573.96	\$ 19.99	\$ 1,519.24
17	Milk 2% Dairy Honey Thick Consistency L3 (moderately thick) 24/8oz per case	CASE	50	\$ 20.80	\$ 1,040.00	\$ 19.95	\$ 997.50
18	Peaches Irregular Sliced in Extra LS (light syrup)	CASE	9	\$ 43.23	\$ 389.07	\$ 49.21	\$ 442.89
19	Pear CH (choice) Diced in Extra LS (light syrup)	CASE	7	\$ 57.36	\$ 401.52	\$ 74.04	\$ 518.28
20	Plastic Lid for Shoreline Collection (fits 5oz bowl/8oz mug)	CASE	13	\$ 57.52	\$ 747.76	\$ 37.98	\$ 493.74
21	Plastic Lid Disposable for Shoreline Collection 9oz Bowl	CASE	11	\$ 48.15	\$ 529.65	\$ 35.69	\$ 392.59
22	Potatoes Mashed Complete (w/Vitamin C) Dried in a Plastic Safety Resealable Can 6/5.1LB per case	CASE	12	\$ 68.40	\$ 820.80	\$ 68.85	\$ 826.20
23	Soup Base Instant Cream Gluten Free / No Added MSG	CASE	17	\$ 39.72	\$ 675.24	\$ 39.08	\$ 664.36
24	Supplement MedPlus Vanilla 2.0 (2 calories per milliliter) Nectar Consistency L2 (mildly thick) 12/32oz	CASE	27	\$ 41.57	\$ 1,122.39	\$ 43.31	\$ 1,169.37
25	Supplement Nutritional Treat Orange Flavor L4 (extremely thick)	CASE	19	\$ 26.84	\$ 509.96	\$ 27.28	\$ 518.32
26	Supplement Nutritional Treat Wild Berry Flavor L4 (extremely thick)	CASE	18	\$ 26.98	\$ 485.64	\$ 27.29	\$ 491.22
27	Yogurt Low Fat Strawberry Pouch	CASE	14	\$ 37.24	\$ 521.36	\$ 30.85	\$ 431.90
28	Yogurt Low Fat Vanilla Pouch	CASE	16	\$ 37.24	\$ 595.84	\$ 30.85	\$ 493.60
<b>PART 2 TOTAL</b>					\$ 21,249.20		\$ 19,887.77
<b>GRAND TOTAL</b>					\$ 33,098.27		\$ 34,735.99

**PART 3 – CATEGORY MARK-UP RATE SHEET**

		<b>SYSKO CHICAGO</b>	<b>GORDON FOOD SERVICE</b>
Category	Product Category		
1	Meat General (poultry, seafood, pork, beef, etc.) Fresh and Frozen	<b>4%</b>	6.5%
2	Produce	<b>8%</b>	11.0%
3	Non-Fluid Dairy	<b>6%</b>	9.5%
4	Frozen	<b>6%</b>	8.5%
5	Juices	<b>3%</b>	10.6%
6	Coffee	<b>7%</b>	10.6%
7	Fluid Dairy	<b>5%</b>	9.5%
8	Dairy Other	<b>6%</b>	9.5%
9	Dietary Supplements	<b>6%</b>	10.6%
10	Chemicals and Cleaning	<b>9%</b>	10.6%
11	Dry Goods	<b>5%</b>	7.5%
12	Smallwares and Disposables	<b>5%</b>	10.5%

**NOTES:**

1. US Foods, Inc. was deemed non-responsive due to declining to provide the required menu management software.
2. Gordon Food Service, Inc. declined to be considered for the secondary food service award.

Bid Opening 9/16/22 @ 2:30 PM	DW, NE
Invitations Sent	24
Total Vendors Requesting Documents	1
Total Bid Responses	2

**PART 1 - MEAT AND PRODUCE**

Quantities are usage estimates per month.

Alternate items will be considered and nutritional labels and/or samples shall be provided upon request. Any and all exceptions or variances from Item description, Casepack Quantity, Item Size or Brand are to be noted on the line below each item. If no exceptions are noted, the item is understood to be an exact match.

Tabulations shall be based on Case Price provided. Price per unit is requested for comparison and clarification purposes.

NO	ITEM	BRAND	ITEM SIZE	UOM	QTY	CASEPACK QTY	7/29/2022		8/5/2022		8/12/2022		AVERAGE CASE PRICE BASED ON 3 DATES: (7/29/22 PRICE + 8/5/22 PRICE + 8/12/22 PRICE) ÷ 3	AVERAGE PRICE PER UNIT BASED ON 3 DATES: (7/29/22 PRICE + 8/5/22 PRICE + 8/12/22 PRICE) ÷ 3	EXTENDED PRICE (QTY X AVERAGE CASE PRICE)
							CASE PRICE	PRICE PER UNIT	CASE PRICE	PRICE PER UNIT	CASE PRICE	PRICE PER UNIT			
1	Bananas Fresh Ripe/Ready	PACKER / ANTHONY MARANO CO.	40 LB	CASE	15	1	\$ 26.73	\$ 26.73	\$ 25.38	\$ 25.38	\$ 25.38	\$ 25.38	\$ 25.83	\$ 25.83	\$ 387.45
Exceptions:															
2	Beef Ground Bulk Fine 81/19, 8/10# average	PACKER / NATIONAL BEEF	10 LB	CASE	7	8	\$ 146.56	\$ 18.32	\$ 146.56	\$ 18.32	\$ 146.56	\$ 18.32	\$ 146.56	\$ 18.32	\$ 1,025.92
Exceptions:															
3	Beef Patties Raw 80/20	FIRE CLASSIC / CARGILL MEAT SOLUTIONS	4 OZ	CASE	21	80	\$ 37.35	\$ 0.93	\$ 37.07	\$ 0.93	\$ 37.52	\$ 0.94	\$ 37.31	\$ 0.93	\$ 783.59
Exceptions:															
4	Beef Stew Meat Diced (size and shape may vary) 85% lean	BUCKHEAD MEAT	5 LB	CASE	35	2	\$ 47.22	\$ 23.61	\$ 47.22	\$ 23.61	\$ 47.22	\$ 23.61	\$ 47.22	\$ 23.61	\$ 1,652.70
Exceptions:													\$ -	\$ -	\$ -
5	Beef Certified Angus Flat Raw Boneless Bottom Round 171B (meat buyers guide number)	CERTIFIED ANGUS BEEF / NATIONAL BEEF	10-13 LB	CASE	5	4	\$ 197.30	\$ 49.33	\$ 198.59	\$ 49.65	\$ 198.59	\$ 49.65	\$ 198.16	\$ 49.54	\$ 990.80
Exceptions:															
6	Carrots Grade A Diced (3/8" pieces)	NATIONAL FROZEN FOODS	30LB	CASE	19	1	\$ 32.28	\$ 32.28	\$ 32.32	\$ 32.32	\$ 32.32	\$ 32.32	\$ 32.31	\$ 32.31	\$ 613.83
Exceptions:															
7	Chicken Breast 4oz boneless/skinless in controlled vacuum packaging	KOCH FOODS	5 LB	CASE	11	4	\$ 115.97	\$ 28.99	\$ 115.97	\$ 28.99	\$ 115.97	\$ 28.99	\$ 115.97	\$ 28.99	\$ 1,275.67
Exceptions:															
8	Chicken breast 4oz B/S (boneless/skinless) IFZ (Individually quick frozen) in Ziplock Bags	KOCH FOODS	4 OZ	CASE	11	48	\$ 62.18	\$ 1.30	\$ 60.89	\$ 1.27	\$ 58.88	\$ 1.23	\$ 60.65	\$ 1.26	\$ 667.15
Exceptions:															
9	Chicken Meat Diced 80D/20W (80% dark meat / 20% white meat)	RENAISSANCE	5 LB	CASE	25	2	\$ 35.05	\$ 17.53	\$ 36.63	\$ 18.32	\$ 36.63	\$ 18.32	\$ 36.10	\$ 18.05	\$ 902.58
Exceptions:															
10	Chicken Meat Fully Cooked Diced (1/2") WT/DK (white & dark meat)	TYSON	5 LB	CASE	8	2	\$ 38.31	\$ 19.16	\$ 38.38	\$ 19.19	\$ 36.86	\$ 18.43	\$ 37.85	\$ 18.93	\$ 302.80
Exceptions:															

11	Chicken Quarters IF (individually frozen)	TYSON FOODS	12 OZ	CASE	6	40	\$ 82.84	\$ 2.07	\$ 82.84	\$ 2.07	\$ 82.84	\$ 2.07	\$ 82.84	\$ 2.07	\$ 497.04
Exceptions:															
12	Green Beans Frozen Cut Grade A	LAKESIDE FOODS	30 LB	CASE	14	1	\$ 37.42	\$ 37.42	\$ 37.27	\$ 37.27	\$ 37.27	\$ 37.27	\$ 37.32	\$ 37.32	\$ 522.48
Exceptions:															
13	Pork Loin CC (center cut) BNLS (boneless) STRP/ON (side strap intact)	BUTCHER BLOCK / JBS	6-10#	CASE	6	4	\$ 55.00	\$ 13.75	\$ 58.04	\$ 14.51	\$ 59.04	\$ 14.76	\$ 57.36	\$ 14.34	\$ 344.16
Exceptions:															
14	Pork Sausage LNK (link) SKLS (skinless) Mild	HILLSHIRE BRANDS	1 OZ	CASE	9	160	\$ 35.56	\$ 0.22	\$ 35.56	\$ 0.22	\$ 36.60	\$ 0.23	\$ 35.91	\$ 0.22	\$ 323.16
Exceptions:															
15	Sausage Pork Patty Mild CKD (cooked)	HILLSHIRE BRANDS	1 OZ	CASE	11	160	\$ 34.51	\$ 0.22	\$ 34.51	\$ 0.22	\$ 35.50	\$ 0.22	\$ 34.84	\$ 0.22	\$ 383.24
Exceptions:															
16	Turkey Breast Raw BNLS (boneless/skinless) foil wrapped	BUTTERBALL	8-10#	CASE	10	2	\$ 74.16	\$ 37.08	\$ 74.16	\$ 37.08	\$ 74.16	\$ 37.08	\$ 74.16	\$ 37.08	\$ 741.60
Exceptions:															
17	Veal Fritter Beer Breaded Raw Frozen w/BF (beef trimmings)	ADVANCE PIERRE FOODS	4 OZ	CASE	9	40	\$ 49.24	\$ 1.23	\$ 49.24	\$ 1.23	\$ 46.52	\$ 1.16	\$ 48.33	\$ 1.21	\$ 435.00
Exceptions:															
<b>TOTAL PART 1 - MEAT AND PRODUCE</b>														\$ 11,849.17	

**PART 2 - MISCELLANEOUS ITEMS**

<p style="text-align: center;">Quantities are usage estimates per month.                      Alternate items will be considered and nutritional labels and/or samples shall be provided upon request. Any and all exceptions or variances from Item description, Casepack Quantity, Item Size or Brand are to be noted on the line below each item. If no exceptions are noted, the item is understood to be an exact match.                      Tabulations shall be based on Case Price provided. Price per unit is requested for comparison and clarification purposes.</p>									
NO	ITEM	BRAND	ITEM SIZE	UOM	QTY	CASEPACK QTY	CASE PRICE 8/12/22	PRICE PER UNIT	EXTENDED PRICE (QTY X CASE PRICE)
1	Cheese Mozzarella Shredded LMPS (low moisture part skim) Wisconsin	SAPUTO CHEESE USA	5LB	CASE	8	4	\$ 57.96	\$ 14.49	\$ 463.68
Exceptions:									
2	Coffee Decaf Ground 30/6.3oz packages	FOLGERS	6.3 OUNCE	CASE	18	30	\$ 136.10	\$ 4.54	\$ 2,449.80
Exceptions:									
3	Containers Foam Hinged 3 Compartment Double Tab 8x8x3	PACTIV	8X8X3"	CASE	29	150	\$ 23.63	\$ 0.16	\$ 685.27
Exceptions:									
4	Detergent RTU (ready to use) Blue Liquid Pot/Pan	KEYSTONE / ECOLAB	1GAL	CASE	12	2	\$ 36.73	\$ 18.37	\$ 440.76
Exceptions:									
5	Eggs White Medium Shell USDA AA (AA indicates egg whites are thickn & firm with yolks that are high & round)	SUNRISE ACRES INC	30 DZ	CASE	8	1	\$ 65.23	\$ 65.23	\$ 521.84
Exceptions:									
6	Eggs Whole Liquid Fresh with Citric Acid TFF (Trans Fat Free) 15/2LB containers	MICHAELS FOODS	2 LB	CASE	28	15	\$ 59.25	\$ 3.95	\$ 1,659.00
Exceptions:									
7	Green Peas Frozen	NATIONAL FROZEN FOODS	30LB	CASE	10	1	\$ 44.02	\$ 44.02	\$ 440.20
Exceptions:									
8	Ice Cream Cup Chocolate 4oz	WELLS DAIRY	4 OZ	CASE	23	48	\$ 20.87	\$ 0.43	\$ 480.01
Exceptions:									
9	Ice Cream Cups Vanilla 4oz	WELLS DAIRY	4 OZ	CASE	49	48	\$ 20.78	\$ 0.43	\$ 1,018.22
Exceptions:									
10	Juice Apple Frozen 6oz	ARDMORE / COUNTRY PURE FOODS	6 OZ	CASE	37	48	\$ 13.09	\$ 0.27	\$ 484.33
Exceptions:									
11	Juice Cranberry Blend Frozen 6oz	ARDMORE / COUNTRY PURE FOODS	4 OZ	CASE	31	96	\$ 14.75	\$ 0.15	\$ 457.25
Exceptions:									
12	Orange Juice Cup Frozen 6oz	ARDMORE / COUNTRY PURE FOODS	6 OZ	CASE	57	48	\$ 14.12	\$ 0.29	\$ 804.84
Exceptions:									
13	Juice Orange Nectar Thick L2 (mildly thick)	LYONS MAGNUS	4OZ	CASE	24	48	\$ 20.13	\$ 0.42	\$ 483.12
Exceptions:									
14	Margarine Soft Buttery Spread (non-dairy) 600/5gm	SMART BALANCE / VENTURA FOODS	5 GM	CASE	35	600	\$ 28.59	\$ 0.05	\$ 1,000.65
Exceptions:									
15	Margarine Solid ZTF (zero trans fat)	VENTURA FOODS	1LB	CASE	11	30	\$ 40.64	\$ 1.35	\$ 447.04
Exceptions:									
16	Milk 2% Dairy Nectar Thickened Consistency L2 (mildly thick) 24/8oz per case	LYONS MAGNUS	8 OZ	CASE	76	24	\$ 20.71	\$ 0.86	\$ 1,573.96
Exceptions:									

17	Milk 2% Dairy Honey Thick Consistency L3 (moderately thick) 24/8oz per case	LYONS MAGNUS	8 OZ	CASE	50	24	\$ 20.80	\$ 0.87	\$ 1,040.00
Exceptions:									
18	Peaches Irregular Sliced in Extra LS (light syrup)	PACIFIC COAST PRODUCERS	#10	CASE	9	6	\$ 43.23	\$ 7.21	\$ 389.07
Exceptions:									
19	Pear CH (choice) Diced in Extra LS (light syrup)	NEIL JONES FOODS	#10	CASE	7	6	\$ 57.36	\$ 9.56	\$ 401.52
Exceptions:									
20	Plastic Lid for Shoreline Collection (fits 5oz bowl/8oz mug)	CAMBRO	3.5 IN	CASE	13	1500	\$ 57.52	\$ 0.04	\$ 747.76
Exceptions:									
21	Plastic Lid Disposable for Shoreline Collection 9oz Bowl	CAMBRO	1000CT	CASE	11	1	\$ 48.15	\$ 48.15	\$ 529.65
Exceptions:									
22	Potatoes Mashed Complete (w/Vitamin C) Dried in a Plastic Safety Resealable Can 6/5.1LB per case	BASIC AMERICAN FOODS	5.1 LB	CASE	12	6	\$ 68.40	\$ 11.40	\$ 820.80
Exceptions:									
23	Soup Base Instant Cream Gluten Free / No Added MSG	VENTURA FOODS	28 OZ	CASE	17	6	\$ 39.72	\$ 6.62	\$ 675.24
Exceptions:									
24	Supplement MedPlus Vanilla 2.0 (2 calories per milliliter) Nectar Consistency L2 (mildly thick) 12/32oz	LYONS MAGNUS	32 OZ	CASE	27	12	\$ 41.57	\$ 3.46	\$ 1,122.39
Exceptions:									
25	Supplement Nutritional Treat Orange Flavor L4 (extremely thick)	LYONS MAGNUS	4 OZ	CASE	19	48	\$ 26.84	\$ 0.56	\$ 509.96
Exceptions:									
26	Supplement Nutritional Treat Wild Berry Flavor L4 (extremely thick)	LYONS MAGNUS	4 OZ	CASE	18	48	\$ 26.98	\$ 0.56	\$ 485.64
Exceptions:									
27	Yogurt Low Fat Strawberry Pouch	YOPLAIT / GENERAL MILLS	4 LB	CASE	14	6	\$ 37.24	\$ 6.21	\$ 521.36
Exceptions:									
28	Yogurt Low Fat Vanilla Pouch	YOPLAIT / GENERAL MILLS	4 LB	CASE	16	6	\$ 37.24	\$ 6.21	\$ 595.84
Exceptions:									
<b>TOTAL PART 2 - MISCELLANEOUS ITEMS</b>									\$ 21,249.20

### PART 3 – CATEGORY MARK-UP RATE SHEET

Offeror shall submit applicable Percent Mark-Up on Cost for the categories listed below.		
Category	Product Category	Percent Mark-Up On Cost (Cost Defined as: Direct Product Cost including freight charge, less all vendor invoice allowances, discounts & promotions.)
1	Meat General (poultry, seafood, pork, beef, etc.) Fresh and Frozen	4%
2	Produce	8%
3	Non-Fluid Dairy	6%
4	Frozen	6%
5	Juices	3%
6	Coffee	7%
7	Fluid Dairy	5%
8	Dairy Other	6%
9	Dietary Supplements	6%
10	Chemicals and Cleaning	9%
11	Dry Goods	5%
12	Smallwares and Disposables	5%



**SECTION 8 - BID FORM SIGNATURE PAGE**

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

**X** Signature on File \_\_\_\_\_ Director of Contract Sales L  
(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 15th day of September AD, 20 22

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

\_\_\_\_\_  
SEAL

**SECTION 9 - MANDATORY FORM  
PRIMARY AND SECONDARY FOOD SERVICE 22-082-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Sysco Chicago		
Main Business Address	250 Wieboldt Drive		
City, State, Zip Code	Des Plaines, IL 60016		
Telephone Number	847-699-5400	Email Address	joshua.kackley@sysco.com
Bid Contact Person	Josh Kackley		

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:

Signature on File

VP of Finance

\_\_\_\_\_  
(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 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:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME	Sysco Chicago	NAME	Sysco Chicago
CONTACT	Joshua Kackley	CONTACT	Jillian Stadick
ADDRESS	250 Weiboldt Drive	ADDRESS	250 Weiboldt Drive
CITY ST ZIP	Des Plaines, IL 60016	CITY ST ZIP	Des Plaines, IL 60016
TX	847-699-4869	TX	847-699-6720
FX		FX	
EMAIL	joshua.kackley@sysco.com	EMAIL	jillian.stadick@sysco.com
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage Care Center  Attn: Nancy Palima  400 North County Farm Road  Wheaton, IL 60187  TX: (630) 784-4422		DuPage Care Center  Attn: Mario Plata  <b>400</b> North County Farm Road  Wheaton, IL 60187  TX: (630) 784-4416	
		DuPage County JTK Administration Building  Attn: Rafael Lopez  <b>421</b> North County Farm Road  Wheaton, IL 60187  TX: (630) 407-5760	
		DuPage County Judicial Office Facility  Attn: Tom Fiala  <b>505</b> North County Farm Road  Wheaton, IL 60187  TX: (630) 407-8293	

**ALL MATERIALS MUST BE PROPOSED AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)**



# Required Vendor Ethics Disclosure Statement

Date: 10/5/2023

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: 22-082-DCC

Company Name: <u>Sysco Chicago</u>	Company Contact: <u>Jillian Stadick</u>
Contact Phone: <u>847-699-6720</u>	Contact Email: <u>jillian.stadick@sysco.com</u>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Jillian Stadick

Title Customer Experience Manager

Date 10/05/2023

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



Care Center Requisition \$30,000 and Over

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

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**File #:** HS-P-0086-23

**Agenda Date:** 11/7/2023

**Agenda #:** 8.D.

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AWARDING RESOLUTION ISSUED TO  
SYMBRIA REHAB, INC.  
FOR COMMUNITY WELLNESS PARTNER FOR THE WELLNESS CENTER  
STAFFING AND MANAGEMENT FOR OUTPATIENT CENTER  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$66,000.00)

WHEREAS, proposals 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 Symbria Rehab, Inc., for Community Wellness Partner for the Wellness Center staffing and management for the Outpatient Center, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the issuance of a contract to Symbria Rehab, Inc., for Community Wellness Partner for the Wellness Center staffing and management for the Outpatient Center, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center, under RFP Renewal #21-073-CARE, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Symbria Rehab, Inc., 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555, for a contract total amount of \$66,000.00.

Enacted and approved this 14<sup>th</sup> day of November, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3493	RFP, BID, QUOTE OR RENEWAL #: 21-073-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$65,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$262,000.00
	CURRENT TERM TOTAL COST: \$66,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Symbria Rehab, Inc.	VENDOR #: 27600	DEPT: DuPage Care Center	DEPT CONTACT NAME: Karen Cerny
VENDOR CONTACT: Jill Krueger	VENDOR CONTACT PHONE: 630-413-5810	DEPT CONTACT PHONE #: 630-784-4402	DEPT CONTACT EMAIL: Karen.cerny@dupagecounty.gov
VENDOR CONTACT EMAIL: jkrreger@symbria.com	VENDOR WEBSITE:	DEPT REQ #: 7419	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Community Wellness Partner for the Wellness Center staffing and management for Outpatient Center at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed \$66,000.00, per renewal under RFP #21-073-CARE, second of three, one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide staffing and management for the Outpatient Center 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.
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**

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Symbria Rehab, Inc.	Vendor#: 27600	Dept: DuPage Care Center	Division: Physical Rehab & Therapy
Attn: Jill Krueger	Email: jkrueger@symbria.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 28100 Torch Parkway, Suite 600	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-413-5810	Fax:	Phone: 630-784-4402	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Symbria Rehab, Inc.	Vendor#: 27600	Dept: DuPage Care Center	Division: Physical Rehab & Therapy
Attn: Bruce Pultini	Email: bpultini@symbria.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 28100 Torch Parkway, Suite 600	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-413-5832	Fax:	Phone: 630-784-4402	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Community Wellness Partner for Wellness Center staffing and management	FY24	1200	2060	53090		66,000.00	66,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 66,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Community Wellness Partner for the Wellness Center staffing and management for Outpatient Center at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed \$66,000.00, per renewal under RFP #21-073-CARE, second of three, one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services Committee                      November 14, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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





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## AMENDMENT FOR CONTRACT RENEWAL

---

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Symbria Rehab, Inc., located at 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-073-CARE which became effective on 11/30/2022 and which will expire 11/29/2023. The contract is subject to a second 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 11/29/2024.

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

### CONTRACTOR



SIGNATURE

Courtney McGhee

PRINTED NAME

Vice President

PRINTED TITLE

October 25, 2023

DATE

### THE COUNTY OF DUPAGE

SIGNATURE

Nickon Etminan

PRINTED NAME

Buyer II

PRINTED TITLE

DATE



**THE COUNTY OF DUPAGE**  
**FINANCE - PROCUREMENT**  
**COMMUNITY WELLNESS PARTNER 21-073-CARE**  
**BID TABULATION**

√

Criteria	Available Points	Symbria Inc. BASIC PLAN	Symbria Inc. LICENSED MODEL	Select Rehab Basic Plan	Select Rehab SPIRO100 PLAN	Advocate Aurora Health	Encore Rehabilitation Services
Firm Qualifications	15	15	15	15	15	10	10
Key Qualifications	10	10	10	5	5	10	3
Project Understanding	50	45	45	28	28	23	15
Price	25	25	13	23	22	11	14
Total	100	95	83	71	70	54	42

Monthly Price	\$ 6,144.00	\$ 11,644.00	\$ 6,720.00	\$ 6,845.00	\$ 13,560.00	\$ 10,600.00
Percentage of points	100%	53%	91%	90%	45%	58%
Points awarded (wtd against lowest price)	25	13	23	22	11	14

NOTES

RFP Posted on 08/30/2021	
Bid Opened On 9/22/2021, 2:30 PM CST by	DW,KH
Invitations Sent	79
Total Requesting Documents	2
Total Bid Responses Received	4

**SECTION 8 - BID FORM PRICING**

<b>NO</b>	<b>ITEM</b>	<b>UOM</b>	<b>PRICE</b>
1	Wellness Center Services	Hourly Rate	\$ 32
2	Additional Program Fees - List Below	FEE	\$ 5,000 licensed fee
		FEE	\$ 500/mon. if licensed fee
		FEE	\$ licensed fee chosen
		FEE	\$
		FEE	\$
<b>GRAND TOTAL</b>			<b>\$</b>

**SECTION 9 - PROPOSAL FORM**  
**COMMUNITY WELLNESS PARTNER 21-073-CARE**  
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Symbria, Inc.
Main Business Address	28100 Torch Parkway
	Suite 600
City, State, Zip Code	Warrenville, IL 60555
Telephone Number	630-981-8091
Fax Number	630-413-5809
Proposal Contact Person	Jill Krueger
Email Address	jkrueger@symbria.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:

Jill Krueger  
(President or Partner)

Jay Mandra  
(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. A, \_\_\_\_\_, 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 and Title)

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this 20th day of September AD, 2021

\_\_\_\_\_



My Commission Expires: 07/21/2022  
(Notary Public)



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/26/2023

Bid/Contract/PO #: 21-073-CARE

Company Name: Symbria Rehab, Inc.	Company Contact: Amanda Cline
Contact Phone: 314-881-2374	Contact Email: acline@symbria.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Courtney McGhee

Title

Vice President

Date

October 26, 2023

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



Care Center Requisition \$30,000 and Over

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

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**File #:** HS-P-0087-23

**Agenda Date:** 11/7/2023

**Agenda #:** 8.E.

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AWARDING RESOLUTION ISSUED TO  
SYMBRIA REHAB, INC.  
TO PROVIDE PHYSICAL, OCCUPATIONAL, SPEECH AND RESPIRATORY  
THERAPY AND CONSULTING SERVICES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$1,000,000.00)

WHEREAS, proposals 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 Symbria Rehab, Inc., for physical, occupational, speech and respiratory therapy and consulting services, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the issuance of a contract to Symbria Rehab, Inc., for physical, occupational, speech and respiratory therapy and consulting services, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center, under RFP Renewal #21-057-CARE, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Symbria Rehab, Inc., 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555, for a contract total amount of \$1,000,000.00.

Enacted and approved this 14<sup>th</sup> day of November, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3494	RFP, BID, QUOTE OR RENEWAL #: 21-057-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$990,500.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$3,990,500.00
	CURRENT TERM TOTAL COST: \$1,000,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Symbria Rehab, Inc.	VENDOR #: 27600	DEPT: DuPage Care Center	DEPT CONTACT NAME: Karen Cerny
VENDOR CONTACT: Jill Krueger	VENDOR CONTACT PHONE: 630-413-5810	DEPT CONTACT PHONE #: 630-784-4402	DEPT CONTACT EMAIL: Karen.cerny@dupagecounty.gov
VENDOR CONTACT EMAIL: jkrreger@symbria.com	VENDOR WEBSITE:	DEPT REQ #: 7418	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Provide Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed \$1,000,000.00, per renewal under RFP #21-057-CARE, second of three, one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide Therapy and Consulting Services to the residents at the DuPage Care Center			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Symbria Rehab, Inc.	Vendor#: 27600	Dept: DuPage Care Center	Division: Physical Rehab & Therapy
Attn: Jill Krueger	Email: jkrueger@symbria.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 28100 Torch Parkway, Suite 600	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-413-5810	Fax:	Phone: 630-784-4402	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Symbria Rehab, Inc.	Vendor#: 27600	Dept: DuPage Care Center	Division: Physical Rehab & Therapy
Attn: Bruce Pultini	Email: bpultini@symbria.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 28100 Torch Parkway, Suite 600	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-413-5832	Fax:	Phone: 630-784-4402	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Physical, Occupational, Speech and Respiratory Therapy and Consulting Services	FY24	1200	2060	53090		1,000,000.00	1,000,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 1,000,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed \$1,000,000.00, per renewal under RFP #21-057-CARE, second of three, one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services Committee                      November 14, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



---

**AMENDMENT FOR CONTRACT RENEWAL**

---

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Symbria Rehab, Inc., located at 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-057-CARE which became effective on 11/30/2022 and which will expire 11/29/2023. The contract is subject to a second 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 11/29/2024.

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

**CONTRACTOR**



\_\_\_\_\_  
SIGNATURE

Courtney McGhee

PRINTED NAME

Vice President

PRINTED TITLE

October 25, 2023

DATE

**THE COUNTY OF DUPAGE**

\_\_\_\_\_  
SIGNATURE

Nickon Etminan

PRINTED NAME

Buyer II

PRINTED TITLE

\_\_\_\_\_  
DATE



**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
THERAPY AND CONSULTING SERVICES 21-057-CARE  
BID TABULATION**

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<b>Criteria</b>	<b>Available Points</b>	<b>Symbria Inc.</b>	<b>Select Rehab</b>
Firm Qualifications	20	<b>20</b>	16
Key Qualifications	20	<b>20</b>	19
Project Understanding	25	<b>25</b>	22
Price	35	<b>34</b>	<b>35</b>
Total	100	<b>99</b>	92

Price	<b>\$ 990,500.00</b>	<b>\$ 965,500.00</b>
Percentage of points	97%	100%
Points awarded (wtd against lowest price)	34	35

**NOTES**

Encore Rehabilitation Services was deemed nonresponsive due to not submitting per-minute rates for all categories.

Bid Opened On 09/22/2021, 2:30 PM CST by	DW,NE
Invitations Sent	81
Total Requesting Documents	5
Total Bid Responses Received	3

**SECTION 8 - BID FORM PRICING**

In the formation of the final awarded Contract, the County will select from the options shown herein, the options which are most advantageous to the County. Pricing must be maintained for at least one year. If Offeror is unwilling to maintain pricing throughout the term, Offeror may propose alterations for years 2 through 4.

**MEDICARE A/ MEDICARE ADVANTAGE HMO/PPO A**

Item/Description	UOM	Price/Percent
Option 1: PDPM Per Diem	Per Diem	\$ 78.19
Option 2: Percentage of PT/OT/ST CM	% Of Per Diem Component	35 %
Option 3: PDPM Per Minute	Per Minute	\$ 0.85
Option 4: Other	_____	NA %

**MEDICARE B/ MEDICARE ADVANTAGE HMO/PPO B**

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	\$ 1.40
Option 2: Charge Per 15 Minutes	Per 15 Minutes	\$ 21.00
Option 3: Percent of Fee Schedule	%	60 %

**INSURANCE/HMO/PPO**

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	\$ 0.95
Option 2: Charge Per 15 Minutes	Per 15 Minutes	\$ 14.25
Option 3: Per Diem	Per Diem	\$ N/A

**MEDICAID**

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	\$ 0.95
Option 2: Charge Per 15 Minutes	Per 15 Minutes	\$ 14.25
Option 3: Per Diem	Per Diem	\$ NA

**CAPITATED ISNP**

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	\$ 0.95
Option 2: Charge Per Unit	Per Unit	\$ 14.25
Option 3: Per Diem	Per Diem	\$ NA

**RESPIRATORY THERAPY**

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	\$ 0.90
Option 2: Charge Per 15 Minutes	Per 15 Minutes	\$ 13.50
Option 3: Per Diem	Per Diem	\$ NA

**ADDITIONAL SERVICES**

Please check the appropriate boxes below to indicate if the service is included in the fee or available at an additional charge.		
Item/Description	Included in Fee	Additional Charge
Rehab Site Leader	X	
Physical Therapy Consulting		\$57.00/hour
Occupational Therapy Consulting		\$57.00/hour
Speech Therapy Consulting		\$57.00/hour
Respiratory Therapy Consulting		\$57.00/hour

<b>NON-MANDATORY SERVICES:</b> Please check the appropriate boxes below to indicate if the service is included in the fee, available at an additional charge or not available.	Included in Fee	Additional Charge	Not Available
Develop and maintain unit census		X	
Develop and maintain referral management networks from local referring hospitals		X	
Marketing services to new referral sources	X		
Develop and maintain managed care networks		X	
Strategic planning and development for outpatient services and other niche markets	X		

**SECTION 9 - PROPOSAL FORM**  
**THERAPY AND CONSULTING SERVICES 21-057-CARE**  
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Symbria, Inc.
Main Business Address	28100 Torch Parkway
	Suite 600
City, State, Zip Code	Warrenville, IL 6055
Telephone Number	630-981-8091
Fax Number	630-413-5809
Proposal Contact Person	Jill Krueger
Email Address	jkrueger@symbria.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:

Jill Krueger  
(President or Partner)

Jay Mandra  
(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. A, \_\_\_\_\_, 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.

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

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this 27th day of September AD, 202~~0~~ 1

  
\_\_\_\_\_



My Commission Expires: 07/21/2022  
(Notary Public)





# Required Vendor Ethics Disclosure Statement

Date: 10/26/2023

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: 21-057-CARE

Company Name: Symbria Rehab, Inc.	Company Contact: Amanda Cline
Contact Phone: 314-881-2374	Contact Email: acline@symbria.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

[Redacted Signature]

Printed Name

Courtney McGhee

Title

Vice President

Date

October 26, 2023

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



## Care Center Requisition Under \$30,000

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

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**File #:** 23-3619

**Agenda Date:** 11/7/2023

**Agenda #:** 8.F.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3486	RFP, BID, QUOTE OR RENEWAL #: 23-127-DCC	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$25,656.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$25,656.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Standard Textile Co., Inc.	VENDOR #: 10988	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Benjamin Schwettman	VENDOR CONTACT PHONE: 513-761-9255	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: schwettman@standardtextile.com	VENDOR WEBSITE:	DEPT REQ #: 7423	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Housekeeping Trolley carts for the DuPage Care Center, for the period 11/08/23 through 11/07/24, for a total amount not to exceed 25,656.00, per bid #23-127-DCC. (ARPA ITEM)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The housekeeping trolley carts are designed to work with cleaning processes, to further improve efficiency and reduce cost as well as faster cleaning through intuitive design, hands free lid ensures hygienic operation and clearly defined sections, with color coded components to keep clean and soil supply separate. Carts come with separate containers to keep clean micro-fiber mop heads moist that helps disinfect resident room and common area floors properly, as well as container to house the used micro-fibers mop head, with all lids and doors being 100% lockable for safety purposes. The cart is made up of over 50% recyclable materials and anodized aluminum frame system and doors to further the longevity of equipment when cart is sanitized. Trolley cart is also compatible with our touch-less mopping system that was purchased a few month ago that assists with our core infection control policies.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. 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.

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Standard Textile Co., Inc.	Vendor#: 10988	Dept: DuPage Care Center	Division: Environmental Concerns
Attn: Benjamin Schwettman	Email: schwettman@standardtextile.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: 1 Knollcrest Drive	City: Cincinnati	Address: 400 N. County Farm Road	City: Wheaton
State: OH	Zip: 45237	State: IL	Zip: 60187
Phone: 513-761-9255	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Standard Textile Co., Inc.	Vendor#: 10988	Dept: DuPage Care Center	Division:
Attn:	Email:	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: 1 Knollcrest Drive	City: Cincinnati	Address: 400 N. County Farm Road	City: Wheaton
State: OH	Zip: 45237	State: IL	Zip: 60187
Phone: 513-761-9255	Fax:	Phone: 630-784-4273	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): November 8, 2023	Contract End Date (PO25): November 7, 2024
Contract Administrator (PO25): Christine Kliebhan			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	16	EA		Vileda Professional Trolley Carts	FY23	5000	2115	52000	COVID-19-DCC	1,603.50	25,656.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 25,656.00

*Comments*

HEADER COMMENTS	Provide comments for P020 and P025. Housekeeping Trolley carts for the DuPage Care Center, for the period 11/08/23 through 11/07/24, for a total amount not to exceed 25,656.00, per bid #23-127-DCC. (ARPA ITEM)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 HOUSEKEEPING TROLLEY 23-127-DCC  
 QUOTE TABULATION



NO.	ITEM	UOM	QTY	STANDARD TEXTILE CO		RC CONSOLIDATED SERVICES	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Vileda Professional Trolley	EA	16	\$ 1,603.50	\$ 25,656.00	\$ 1,985.21	\$ 31,763.36
<b>GRAND TOTAL</b>					<b>\$ 25,656.00</b>		<b>\$ 31,763.36</b>

NOTES

Quote Opening 10/19/2023 @ 4:00 PM	RJ, VC
Invitations Sent	3
Total Vendors Requesting Documents	0
Total Bid Responses	2

**PRICE**

Contractor shall ship F.O.B. Destination. Truck with a lift gate is required, as there's no loading dock available at this site. Inside delivery is required.

<b>NO</b>	<b>ITEM</b>	<b>UOM</b>	<b>QTY</b>	<b>PRICE</b>	<b>EXTENDED PRICE</b>
1	Vileda Professional Trolley (Model Origo 2CX)	EA	16	\$ 1,603.50	\$ 25,656.00
<b>GRAND TOTAL</b>					\$ 25,656.00
<b>GRAND TOTAL</b> (In words) Twenty-Five Thousand Fifty Six Dollars and Zero Cents					



The County of DuPage  
Finance – Procurement 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187-3978

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### HOUSEKEEPING TROLLEY 23-127-DCC

Please submit your written quote, *(completed on this form)*, to this office no later than:

October 19, 2023 @ 4:00 pm CT

Scan and email quotes to [richella.jackson@dupageco.org](mailto:richella.jackson@dupageco.org)

### GENERAL CONDITIONS

**DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

**ENDORSEMENTS:** Contractor shall not use the name, seal or images of the County of DuPage in any form of endorsement to any third-party without the County's written permission.

**FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

**INDEMNITY:** The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County and their officers, agents, or their employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the DuPage County or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

**LAW GOVERNING:** The quotation and resulting contract shall be governed by the laws of Illinois. Quote Provider agrees to comply with all applicable State and Federal laws.

**LOBBYIST REGISTRATION:** Quote Provider shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.



**MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Quote. All Quotes shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

**NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

**PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. DuPage County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

**RESERVATION OF RIGHTS:** The DuPage County reserves the right to reject any or all quotes failing to meet the specifications or requirements and to waive technicalities. If in the County's opinion, the lowest quote is not the most responsible quote, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. In determining the lowest responsible Quote Provider, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Quote Provider's reputation and past performance, will also be weighed.

The Quote Provider's failure to meet the mandatory requirements of the RFQ will result in the disqualification of the quote from further consideration.

The County on further reserves the right to reject all quotes and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFQ.

Submission of a quote confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

**TAX:** The County does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

**VENUE:** By submitting a response, Quote Provider agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the Circuit Court for the Eighteenth Judicial Circuit in DuPage County, Illinois, and that Illinois law will control.

**QUOTE AWARD CRITERIA:** This contract shall be awarded to the lowest responsive and responsible bidder.

**CONTRACT TERM PERIOD AND RENEWALS:** The contract shall be for a one (1) time purchase.

**VENDOR QUESTIONNAIRE:** In accordance with 35 ILCS 200/18-50.2, DuPage County is required to collect and electronically publish data from all vendors and subcontractors 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 vendor or any subcontractors hold any certifications for those categories or if the vendor or subcontractors are self-certifying; if self-certifying, the vendor and subcontractors shall disclose if they qualify as a small business under federal Small Business Administration standards. Following award of a contract by DuPage County, the awarded vendor must complete the requested information for itself, and each subcontractor must separately complete the following information to perform work under this contract within 60 calendar days of the date of award. Complete the questionnaire at <https://mwv.dupageco.org/>.

## SPECIFICATIONS / STATEMENT OF WORK

DuPage County ("County") is seeking a Contractor to furnish and deliver sixteen (16) Housekeeping Trolleys for DuPage County Care Center. Pricing to include F.O.B destination to 400 N. County Farm Road, Wheaton, IL 60187.

Vileda Professional - Trolley Model# Origo 2 CX

- Part# 22V2003 / 534527
- Lockable doors for both sides of carts with Locks & key access (Part# 22V20010 / 160556).
- Locking with key to prevent easy access to top buckets – Three (3) each required per trolley (Part#22V2008 / 160550).
- Anodized aluminum Doors.
- Anodized Aluminum Frame System.
- Mop Box dividers (option to dose a full or half box mops that saves chemical and laundry costs).
- Top Plate Storage.
- Pre-Prepared Mop Dosing.
- Vertical tool storage.
- 360 Maneuverability.
- Foldable Extensions.
- Multi-Height Push Bars.
- 100% locking.
- Hygienic Operational Process Management (hands-free lid opening, protective lid on all buckets, boxes and trays, color coding of all elements).
- O2 Inner Rails (4); O2 End Cover (1); O2 End Cover Frame Guide (1); O2 Recycled Small Buckets (3); O2 Bucket Lids (3); O2 Mop Boxes (2); O2 Mop Bucket Lids (4); O2 Tray (2); O2 Bag surround (1); O2 Bag Wires (4); O2 Adaptor Equip Holder (2); Caution Sign Hooks (2); UC Pin Hooks (2); Color clips, 3 red, 1 yellow.
- High quality swivel wheel and soft-touch bumpers.
- Flexible (able to position buckets, boxes and trays anywhere).


### DELIVERY

Contractor shall:

- Have a truck with a lift gate, as no loading dock is available at this facility.
- Inside delivery is required.

QUOTE SIGNATURE PAGE

HOUSEKEEPING TROLLEY 23-127-DCC

X  Business Analyst  
(Signature and Title)

10/19/2023  
(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	Standard Textile Co., Inc.
Main Business Address	1 Knollcrest Drive
City, State, Zip Code	Cincinnati, OH 45237
Telephone Number	513-761-9255
Email Address	schwettman@standardtextile.com
Bid Contact Person	Benjamin Schwettman

## EMERGENCY PREPAREDNESS PLAN

The Centers for Medicare and Medicaid Services have established requirements that all participating providers and their suppliers establish an Emergency Preparedness Plan. The DuPage Care Center therefore asks its vendors to participate in a memorandum of understanding (MOU) with the Care Center for the duration of this contract and its renewals.

This MOU is a voluntary agreement used to express the belief and commitment of the undersigned parties that; if a community emergency or disaster occurs, regardless of cause, the Care Center can obtain additional external help. In other words, should an emergency or disaster exceed the effective response capabilities of the DuPage Care Center, the undersigned vendor will use its best efforts to provide additional assistance to the Care Center; with such assistance most likely consisting of additional deliveries, rentals and/or services, to ensure uninterrupted care for our residents.

Please provide a contact person and a phone number so that if an emergency occurs, we can call to determine your availability to help. Additionally, if the vendor already has an Emergency Preparedness Policy (EPP) in place, please submit the EPP along with vendor's quote

### EMERGENCY PREPAREDNESS PLAN CONTACT INFORMATION:

EMERGENCY PREPAREDNESS PLAN CONTACT	
NAME	Lyddane Knewitz
CONTACT	Director of Government Operations
ADDRESS	6013 Page Street
CITY ST ZIP	Frisco, TX 75034
EMERGENCY PHONE NO.	817-800-9044
EMAIL	lknewitz@standardtextile.com



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/19/23

Bid/Contract/PO #: 23-127-DCC

Company Name: Standard Textile Co., Inc.	Company Contact: Benjamin Schwettman
Contact Phone: 812-363-4898	Contact Email: schwettman@standardtextile.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Signature on File

Printed Name: John Taulbee

Title: Business Analyst

Date: 10/19/2023

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



## Budget Transfer

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

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**File #:** 23-3620

**Agenda Date:** 11/7/2023

**Agenda #:** 9.A.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective October, 2022

ACCESS & VISITATION GRANTS

From: 5000  
 Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1670	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 600.00	17,814.61	17,214.61	10/20/23
Total				\$ 600.00			

ACCESS & VISITATION GRANTS

To: 5000  
 Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1670	51050		FLEXIBLE BENEFIT EARNINGS	\$ 600.00	(150.00)	450.00	10/20/23
Total				\$ 600.00			

Reason for Request:

Budget transfer needed to accommodate for Flex Benefit Earnings that are paid out instead of covering medical insurance.

Signature on File

Department Head

Signature on File

Chief Financial Officer

10/30/23  
 Date  
 10/30/23  
 Date

Activity

2021-55-024004B  
 (optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

HS-11/7/23  
 FIN/CB-11/14/23



## Consent Item

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

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**File #:** 23-3621

**Agenda Date:** 11/7/2023

**Agenda #:** 10.A.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: 23-3469

<b>Purchase Order #:</b> 5318-0001 SERV	<b>Original Purchase Order Date:</b> Aug 6, 2023	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Alco Sales & Service Co.		<b>Vendor #:</b> 10058	<b>Dept Contact:</b> Karen Cerny
<b>Background and/or Reason for Change Order Request:</b>	wheelchair parts, supplies & accessories, for the period August 6, 2021 through August 5, 2023 Decrease and close line 1, 1200-2060-52200 in the amount of \$15,265.63 - CONTRACT 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	\$26,438.33
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$26,438.33
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$15,265.63)
E	New contract amount (C + D)	\$11,172.70
F	Percent of current contract value this Change Order represents (D / C)	-57.74%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-57.74%

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

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

cdk	4208	Oct 19, 2023	JC		Oct 19, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



## Consent Item

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

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**File #:** 23-3622

**Agenda Date:** 11/7/2023

**Agenda #:** 10.B.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: 23-3471

<b>Purchase Order #:</b> 5901-0001 SERV	<b>Original Purchase Order Date:</b> 06/01/2	<b>Change Order #:</b> 4	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Alliance Distribution dba Alliance Laundry		<b>Vendor #:</b> 39606	<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	furnish parts and services for laundry equipment for the period 06/01/22 through 01/31/23 Decrease and close line 1, 1200-2030-52250 in the amount of \$12,740.44 Decrease and close line 2, 1200-2030-53370 in the amount of \$1,396.75 Decrease and close line 5, 1200-2030-52250 in the amount of \$7,812.82 Decrease and close line 6, 1200-2030-53370 in the amount of \$1224.25 - CONTRACT 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	\$31,027.57
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$31,027.57
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$22,174.26)
E	New contract amount (C + D)	\$8,853.31
F	Percent of current contract value this Change Order represents (D / C)	-71.47%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-71.47%

**DECISION MEMO NOT REQUIRED**

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

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

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

**DECISION MEMO REQUIRED**

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

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

OTHER - explain below: \_\_\_\_\_

cdk	4208	Oct 19, 2023	JC	Oct 19, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
<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

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**File #:** 23-3623

**Agenda Date:** 11/7/2023

**Agenda #:** 10.C.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 17, 2023

MinuteTraq (IQM2) ID #: 23-3472

<b>Purchase Order #:</b> 5909-0001SERV	<b>Original Purchase Order Date:</b> Aug 5, 2022	<b>Change Order #:</b> 2	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Alpha Baking Company		<b>Vendor #:</b> 38093	<b>Dept Contact:</b> Mario Plata
<b>Background and/or Reason for Change Order Request:</b>	Contract for assorted sliced bread, rolls and buns, for the period 08/05/22 through 08/04/23. Decrease and close line 5, 1200-2025-52210, in the amount of \$7,053.11 Decrease and close line 6, 1200-2100-52210, in the amount of \$5,004.00 - 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 <span style="float: right;">\$66,000.00</span>
B	Net \$ change for previous Change Orders <span style="float: right;">(\$18,000.00)</span>
C	Current contract amount (A + B) <span style="float: right;">\$48,000.00</span>
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease <span style="float: right;">(\$12,057.11)</span>
E	New contract amount (C + D) <span style="float: right;">\$35,942.89</span>
F	Percent of current contract value this Change Order represents (D / C) <span style="float: right;">-25.12%</span>
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) <span style="float: right;">-45.54%</span>

**DECISION MEMO NOT REQUIRED**

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

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

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

**DECISION MEMO REQUIRED**

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

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

OTHER - explain below:

cdk	4208	Oct 17, 2023	JC		Oct 17, 2023
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

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**File #:** 23-3624

**Agenda Date:** 11/7/2023

**Agenda #:** 10.D.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 18, 2023

MinuteTraq (IQM2) ID #: 23-3473

<b>Purchase Order #:</b> 5908-0001 SERV	<b>Original Purchase Order Date:</b> Jul 30, 2022	<b>Change Order #:</b> 2	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> American Bottling Company dba Keurig Dr. Pepper		<b>Vendor #:</b> 29088	<b>Dept Contact:</b> Mario Plata
<b>Background and/or Reason for Change Order Request:</b>	This contract purchase order is to provide canned, bottled beverages & Fountain, for the DuPage Care Center, and Cafes on County campus, for the period 07/30/22 through 07/29/23. Decrease and close line 6, 1200-2100-52210, in the amount of \$10,072.04 - contract 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	\$50,900.00
B	Net \$ change for previous Change Orders	(\$23,300.00)
C	Current contract amount (A + B)	\$27,600.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$10,072.04)
E	New contract amount (C + D)	\$17,527.96
F	Percent of current contract value this Change Order represents (D / C)	-36.49%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-65.56%
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	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

cdk	4208	Oct 18, 2023	JC		Oct 18, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



## Consent Item

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**File #:** 23-3625

**Agenda Date:** 11/7/2023

**Agenda #:** 10.E.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: 23-3476

<b>Purchase Order #:</b> 5946-0001 SERV	<b>Original Purchase Order Date:</b> Aug 10, 2022	<b>Change Order #:</b> 2	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Bob Barker Company, Inc.		<b>Vendor #:</b> 10292	<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	Contract for various linens for the DuPage Care Center, for the period 08/10/22 through 08/09/23, per bid #22-070-CARE Decrease and close line 1, 1200-2030-52230 in the amount of \$10,000.00 Decrease and close line 3, 1200-2030-52230 in the amount of \$380.66 - CONTRACT 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	\$20,000.00
B	Net \$ change for previous Change Orders	(\$5,000.00)
C	Current contract amount (A + B)	\$15,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$10,380.66)
E	New contract amount (C + D)	\$4,619.34
F	Percent of current contract value this Change Order represents (D / C)	-69.20%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-76.90%
DECISION MEMO NOT REQUIRED		

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

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

cdk	4208	Oct 19, 2023	JC	Oct 19, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Consent Item

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**File #:** 23-3626

**Agenda Date:** 11/7/2023

**Agenda #:** 10.F.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: 23-3477

<b>Purchase Order #:</b> 5871-0001 SERV	<b>Original Purchase Order Date:</b> Jul 1, 2022	<b>Change Order #:</b> 3	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Cardinal Health, Inc.		<b>Vendor #:</b> 22472	<b>Dept Contact:</b> Pharmacy
<b>Background and/or Reason for Change Order Request:</b>	Contract for Primary Pharmaceuticals for in and out patient pharmacy services, for the DPCC, for the period July 1, 2022 through June 30, 2023. Decrease and close line 1, 1200-2085-52300, in the amount of \$136,647.02 Decrease and close line 2, 1200-2090-52300, in the amount of \$91,154.31 Decrease and close line 5, 1200-2085-52300, in the amount of \$39,270.10 Decrease and close line 6, 1200-2090-52300, in the amount of \$105,539.54 - 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	\$2,400,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$2,400,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$372,610.97)
E	New contract amount (C + D)	\$2,027,389.03
F	Percent of current contract value this Change Order represents (D / C)	-15.53%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-15.53%
DECISION MEMO NOT REQUIRED		

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

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

cdk	4208	Oct 19, 2023	JC		Oct 19, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



## Consent Item

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**File #:** 23-3627

**Agenda Date:** 11/7/2023

**Agenda #:** 10.G.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 18, 2023

MinuteTraq (IQM2) ID #: 23-3478

<b>Purchase Order #:</b> 5988-0001 SERV	<b>Original Purchase Order Date:</b> Sep 1, 2022	<b>Change Order #:</b> 2	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Lakeshore Dairy, Inc.		<b>Vendor #:</b> 20685	<b>Dept Contact:</b> Mario Plata
<b>Background and/or Reason for Change Order Request:</b>	Contract for fluid dairy for the Care Center for the period 09/01/22 through 08/31/23. Decrease and close line 5, 1200-2025-52210, in the amount of \$10,114.83 Decrease and close line 6, 1200-2100-52210, in the amount of \$5,000.00 - 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	\$116,000.00
B	Net \$ change for previous Change Orders	(\$33,000.00)
C	Current contract amount (A + B)	\$83,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$15,114.83)
E	New contract amount (C + D)	\$67,885.17
F	Percent of current contract value this Change Order represents (D / C)	-18.21%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-41.48%
DECISION MEMO NOT REQUIRED		

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

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

cdk	4208	Oct 18, 2023	JC		Oct 18, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Consent Item

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**File #:** 23-3628

**Agenda Date:** 11/7/2023

**Agenda #:** 10.H.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 18, 2023

MinuteTraq (IQM2) ID #: 23-3479

<b>Purchase Order #:</b> 5924-0001 SERV	<b>Original Purchase Order Date:</b> Jul 30, 2022	<b>Change Order #:</b> 4	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Professional Medical & Surgical Supply		<b>Vendor #:</b> 11409	<b>Dept Contact:</b>
<b>Background and/or Reason for Change Order Request:</b>	Decrease and close line 3, 1200-2050-52320 in the amount of \$17,186.42 Decrease and close line 4, 1200-2025-52210 in the amount of \$4,366.51 - Contract 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	\$85,000.00
B	Net \$ change for previous Change Orders	(\$5,000.00)
C	Current contract amount (A + B)	\$80,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$21,552.93)
E	New contract amount (C + D)	\$58,447.07
F	Percent of current contract value this Change Order represents (D / C)	-26.94%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-31.24%

**DECISION MEMO NOT REQUIRED**

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

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

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

**DECISION MEMO REQUIRED**

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

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

OTHER - explain below:

cdk	4208	Oct 18, 2023	JC		Oct 18, 2023
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

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**File #:** 23-3629

**Agenda Date:** 11/7/2023

**Agenda #:** 10.I.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: 23-3480

<b>Purchase Order #:</b> 5348-0001 SERV	<b>Original Purchase Order Date:</b> Jun 23, 2021	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> The Standard Companies		<b>Vendor #:</b> 37837	<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	furnish and deliver trash can liners for the DuPage Care Center for the period 06/23/21 through 06/22/23 Decrease and close line 1, 1200-2035-52280 in the amount of \$88,352.05 - CONTRACT 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	\$146,645.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$146,645.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$88,352.05)
E	New contract amount (C + D)	\$58,292.95
F	Percent of current contract value this Change Order represents (D / C)	-60.25%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-60.25%
DECISION MEMO NOT REQUIRED		

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

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

cdk	4208	Oct 19, 2023	JC		Oct 19, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



## Consent Item

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**File #:** 23-3630

**Agenda Date:** 11/7/2023

**Agenda #:** 10.J.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: 23-3481

<b>Purchase Order #:</b> 6031-0001 SERV	<b>Original Purchase Order Date:</b> Sep 21, 2022	<b>Change Order #:</b> 2	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Vizocom ICT LLC	<b>Vendor #:</b> 40365		<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	Disposable coveralls with hood Decrease and close line5000-2115-52320-ARPA230229 in the amount of \$14,883.29 - CONTRACT 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	\$18,859.60
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$18,859.60
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$14,883.29)
E	New contract amount (C + D)	\$3,976.31
F	Percent of current contract value this Change Order represents (D / C)	-78.92%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-78.92%

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

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____
<input type="checkbox"/> OTHER - explain below: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	

cdk	4208	Oct 19, 2023	JC	Oct 19, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Consent Item

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**File #:** 23-3631

**Agenda Date:** 11/7/2023

**Agenda #:** 10.K.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 24, 2023

MinuteTraq (IQM2) ID #: 23-3482

<b>Purchase Order #:</b> 6118-0001 SERV	<b>Original Purchase Order Date:</b> Nov 8, 2022	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> The Home Depot		<b>Vendor #:</b> 11219	<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	Furnish and deliver housekeeping and cleaning supplies for the period 11/08/22 - 10/31/25 Decrease line 5, 1200-2035-52280 in the amount of \$28,000.00		
<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	\$189,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$189,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$28,000.00)
E	New contract amount (C + D)	\$161,000.00
F	Percent of current contract value this Change Order represents (D / C)	-14.81%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-14.81%

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

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

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



## Consent Item

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**File #:** 23-3632

**Agenda Date:** 11/7/2023

**Agenda #:** 10.L.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 24, 2023

MinuteTraq (IQM2) ID #: 23-3483

<b>Purchase Order #:</b> 6169-0001 SERV	<b>Original Purchase Order Date:</b> Dec 1, 2022	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Valdes LLC		<b>Vendor #:</b> 36338	<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	Furnish and deliver paper products (restroom, paper towels, etc) group 2 for the period 12/01/22 through 11/30/23. Decrease line 1, 1200-2035-52280 in the amount of \$36,000.00		
<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	\$98,808.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$98,808.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$36,000.00)
E	New contract amount (C + D)	\$62,808.00
F	Percent of current contract value this Change Order represents (D / C)	-36.43%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-36.43%
DECISION MEMO NOT REQUIRED		

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

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

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



## Consent Item

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**File #:** 23-3633

**Agenda Date:** 11/7/2023

**Agenda #:** 10.M.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 24, 2023

MinuteTraq (IQM2) ID #: 23-3485

<b>Purchase Order #:</b> 5893-0001 SERV	<b>Original Purchase Order Date:</b> Jun 29, 2022	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Warehouse Direct		<b>Vendor #:</b> 10068	<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	Hand soap and personal care items for the DuPage Care Center, for the period 06/29/22 through 06/28/24. Decrease line 4, 1200-2035-52280 in the amount of \$17,000.00		
<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 <span style="float: right;">\$68,813.54</span>
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B) <span style="float: right;">\$68,813.54</span>
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease <span style="float: right;">(\$17,000.00)</span>
E	New contract amount (C + D) <span style="float: right;">\$51,813.54</span>
F	Percent of current contract value this Change Order represents (D / C) <span style="float: right;">-24.70%</span>
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) <span style="float: right;">-24.70%</span>

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

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	

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

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



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**File #:** 23-3634

**Agenda Date:** 11/7/2023

**Agenda #:** 11.A.

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# Grant Proposal Notification

GPN Number: 055-23  
(Completed by Finance Department)

Date of Notification: 09/28/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 11/07/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 08/31/2023  
(MM/DD/YYYY)

Name of Grant: 2023 HUD Continuum of Care Program Competition-Planning PY25

Name of Grantor: U.S. Department of Housing and Urban Development

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: \$ 312,932.00

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: 14.267 If State, provide CSFA: \_\_\_\_\_

## Grant Proposal Notification

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

A grant received from US Department of Housing and Urban Development through the 2023 Continuum of Care Competition for the purpose of assisting the Continuum of Care with planning activities. These activities are: coordination of activities within the Continuum, evaluation and monitoring of Continuum projects, participating in the Consolidated Planning process of DuPage County, applying for future funds with the HUD competitive process and activities related to the application, development of a Continuum system, and undertaking HUD required compliance activities.

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

Quality of Life: The planning grant assists the Continuum of Care (CoC) to maintain a strong governance, strong data and strong projects to lead us to our goal of ending homelessness.  
 Customer Service: The planning grant supports efforts like the Coordinated Entry System which outreaches to and connects our vulnerable residents to needed resources.  
 Financial Planning: The planning grant helps the CoC plan and prioritize projects in a consolidated application to HUD’s Program Competition.

3. What is the period covered by the grant? 
10/01/2024 to: 09/30/2025  
(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 \$99,339.05 Percentage covered by grant 100%

6.1.2. Total fringe benefits \$32,835.63 Percentage covered by grant 100%

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 \_\_\_\_\_

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? 58%

9. Are matching funds required? (Yes or No): Yes

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? 20%

9.1.2. What is the dollar amount of the County's match? \$78,233.00



## Grant Proposal Notification

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- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 1000 1750
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)? \$391,165.00



## Informational

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**File #:** 23-3635

**Agenda Date:** 11/7/2023

**Agenda #:** 11.B.

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# Grant Proposal Notification

GPN Number: 056-23  
(Completed by Finance Department)

Date of Notification: 08/31/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 11/07/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 08/31/2023  
(MM/DD/YYYY)

Name of Grant: PY2023 Continuum of Care Program Competition - HMIS

Name of Grantor: U.S. Department of Housing and Urban Development

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

County Department: Community Services

Department Contact: Julie Burdick, HMIS Manager, x6462  
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 188,556.00

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: 14.267 If State, provide CSFA: \_\_\_\_\_



## Grant Proposal Notification

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

DuPage County Community Services is the HMIS Lead and participates in the Northeast Illinois HMIS database with the Alliance to End Homelessness in Suburban Cook County. The grant supports salary, benefits, training, and travel costs for 1 full-time HMIS Manager and 2 full-time Database and Report Specialists. It covers grant administration, software, user licenses (155), equipment, and services. The renewal will support 13 participating agencies and the Continuum of Care in preventing and ending homelessness in DuPage County, IL.

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

Quality of Life - The Homeless Management Information System is a Federal requirement and is also used to coordinate the care of persons experiencing homelessness or at risk of homelessness, coordinate access to permanent housing, and to report on both program and system level performance. We also host the 211 DuPage call and resource data in this software.

3. What is the period covered by the grant?

09/01/2024 to: 08/31/2025  
(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 \$147,211.00 Percentage covered by grant 70%

6.1.2. Total fringe benefits \$54,964.00 Percentage covered by grant 70%

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?

5000-1470 and 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) Yes
- 7.1. If yes, please answer the following:
- 7.1.1. Total estimated direct administrative costs for project \$13,164.00
  - 7.1.2. Percentage of direct administrative costs covered by grant 100%
  - 7.1.3. What percentage of the grant total is the portion covered by the grant 7%
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 18%
9. Are matching funds required? (Yes or No): Yes
- 9.1. If yes, please answer the following:
- 9.1.1. What percentage of match funding is required by granting entity? 25%
  - 9.1.2. What is the dollar amount of the County's match? \$47,500.00



## Grant Proposal Notification

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- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 5000-1470, 1000-1750
10. What amount of funding is already allocated for the project? \$53,681.00
- 10.1. If allocated, in what Company-Accounting Unit are the funds located? 5000-1470, 1000-1750
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): Yes
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$289,737.00



## Informational

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**File #:** 23-3636

**Agenda Date:** 11/7/2023

**Agenda #:** 11.C.

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# Grant Proposal Notification

GPN Number: 057-23  
(Completed by Finance Department)

Date of Notification: 08/31/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 11/07/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 08/31/2023  
(MM/DD/YYYY)

Name of Grant: FY2023 Continuum of Care Program Competition - Coordinated Entry PY25

Name of Grantor: U.S. Department of Housing and Urban Development

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

County Department: Community Services

Department Contact: Julie Burdick, HMIS Manager, x6462  
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 80,000.00

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

Is this a new non-recurring Grant:  Yes  No

Source of Grant:  Federal  State  Private  Corporate

If Federal, provide CFDA: 14.267 If State, provide CSFA: \_\_\_\_\_



## Grant Proposal Notification

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

Requesting funding to cover the costs of a full-time HMIS System Administrator to manage Coordinated Entry data activities, including assessments, reporting, data collection, referral coordination, monitoring, and training. Participating in the Coordinated Entry Committee and related groups for overall system improvement in DuPage County.

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

Quality of Life - The Coordinated Entry System streamlines access to limited housing resources for homeless individuals, coordinating care across the DuPage County Continuum of Care. The Homeless Management Information System (HMIS) tracks client and program data, manages local and federal reporting, and houses 2-1-1 call and resource data.

3. What is the period covered by the grant?

09/01/2024 to: 08/31/2025  
(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 \$60,047.36 Percentage covered by grant 94.4%

6.1.2. Total fringe benefits \$24,740.71 Percentage covered by grant 94.4%

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?

5000-1480, 5000-1470, and 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)           Yes          

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project   \$0.00                                

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   0                                

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?   0%                                

9. Are matching funds required? (Yes or No):           Yes          

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity?   25%                                

9.1.2. What is the dollar amount of the County's match?   \$20,000.00

## Grant Proposal Notification

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- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 5000-1470, 1000-1750
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)? \$100,000.00