



# DU PAGE COUNTY

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

## Human Services

### Final Summary

---

**Tuesday, October 17, 2023**

**9:30 AM**

**Room 3500A**

---

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Other Board members present: Member 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
---

**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



# Meeting Handout

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

---

**File #:** 23-3404

**Agenda Date:** 10/17/2023

**Agenda #:**

---



# FALL FEST

Saturday,  
October 21

11:00 AM - 1:00 PM

Anne M. Jeans Elementary School  
Basketball Courts



*Come and join the fall fun!*

- 🍁 Costume Giveaway
- 🍁 Petting Zoo
- 🍁 Pony Rides
- 🍁 Story Time
- 🍁 Live DJ Music
- 🍁 Face Painting
- 🍁 Photo area
- 🍁 Giveaways
- 🍁 Trick or Treating

**FREE  
EVENT**

Presented By:

Willowbrook  
Coalition



eliminating racism  
empowering women  
**ywca**  
metropolitan chicago



# Minutes

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

---

**File #:** 23-3337

**Agenda Date:** 10/17/2023

**Agenda #:** 5.A.

---



# DU PAGE COUNTY

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

## Human Services

### Final Summary

**Tuesday, October 3, 2023**

**9:30 AM**

**Room 3500A**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Chair Schwarze appointed County Board member Yeena Yoo to the Human Services Committee for the purpose of a quorum.

Other Board members present : Member Liz Chaplin, Member Lucy Evans, and Member Patty Gustin,

Staff in attendance: Joan Olson (Chief Communications Officer), Evan Shields (Public Information Officer), Conor McCarthy, Renee Zerante (State's Attorney Office), Jeffrey Martynowicz (Chief Financial Officer), Katrina Holman (Finance), Donna Weidman (Procurement), Natasha Belli and Gina Strafford-Ahmed (Administrators, Community Services), Mary Keating (Director of Community Services, and Janelle Chadwick via Zoom (Administrator of the DuPage Care Center).

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

**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

Chair Schwarze stated the township pantries were offered to opt out of the Northern Illinois Food Bank (NIFB) produce program in exchange for a cash settlement. The pantries were given 30 days to reply. Addison, York and Bloomingdale opted out. For other reasons, Bloomingdale Township already had not been receiving food from NIFB. Milton, Lisle, and Wayne Townships are all remaining in the program. Pantries cannot opt back in for the remainder of this current program, which ends at the end of the budget year, November 30, 2023. Mary Keating stated Chair Conroy’s County budget for 2024 includes additional funding for food. A program has not been established. This year the county gave a combination of NIFB grants and direct funding to all food pantries.

Chair Schwarze announced that progress has been made with the Assistant States Attorney and the agreements with the small grant recipients. November 14 is the date set to present the allocations to the agencies. This will be done at the beginning of the County Board meeting at 10:00 AM, with a coffee and donut reception between the Finance Committee meeting and the County Board meeting.

The Ribbon Cutting Ceremony will be held at the Family Center playground today at 1:00 p.m. Chair Schwarze urged all to attend.

**5. APPROVAL OF MINUTES**

5.A. [23-3191](#)

Human Services Committee - Regular Meeting - Tuesday, September 19, 2023

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

**6. COMMUNITY SERVICES - MARY KEATING**

6.A. [FI-R-0229-23](#)

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program DOE Grant PY24, Inter-Governmental Agreement No. 22-402028, Company 5000 - Accounting Unit 1400, \$595,551. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Lynn LaPlante

6.B. [FI-R-0230-23](#)

Acceptance and appropriation of additional funding of the Low Income Home Energy Assistance Program (LIHEAP) HHS Supplemental Grant PY23 Inter-Governmental Agreement No. 23-274028, Company 5000 - Accounting Unit 1420, from \$1,118,000 to \$1,949,787 - an increase of \$831,787. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Yeena Yoo

6.C. [HS-R-0060-23](#)

Amendment to Purchase Order 6033-0001 SERV, issued to Healthy Air Heating & Air, Inc., to provide architectural weatherization labor and materials for Community Services' Weatherization Program, to increase the contract in the amount of \$192,000, for a new contract amount of \$677,534.70.

Member Yoo inquired about the number of contractors providing the same services to residents as Healthy Air Heating & Air. Mary Keating replied that the state has restricted the Weatherization Program to having only one vendor. Previously, they had multiple contractors getting paid at the same rate, which afforded more diversity and accountability. Gina Strafford-Ahmed has been working through Purchasing to reintroduce the multiple vendors model. Gina Strafford-Ahmed stated a bid was posted by Procurement on Monday for multiple vendors.

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Lynn LaPlante  
**SECONDER:** Yeena Yoo

6.D. [HS-R-0061-23](#)

Approval of Issuance of Payments by DuPage County to Energy Assistance Providers through the Low Income Home Energy Assistance Program (LIHEAP) HHS Supplemental Grant PY23, Inter-Governmental Agreement No. 23-274028 in the amount of \$558,817. (Community Services)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Lynn LaPlante  
**SECONDER:** Kari Galassi

[HS-P-0070-23](#)

Recommendation for the approval a contract purchase order to DuPage Federation On Human Services Reform, to provide telephonic and face-to-face interpretation, American Sign Language (ASL), and translation services to the Community Services Department (ASL for Finance), for the period October 11, 2023 through October 10, 2024, for a total contract amount not to exceed \$38,000; per proposal #23-072-CS.

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Kari Galassi  
**SECONDER:** Lynn LaPlante

7. DUPAGE CARE CENTER - JANELLE CHADWICK

7.A. [HS-P-0071-23](#)

Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to furnish and deliver surgical face masks for the DuPage Care Center, for the period October 11, 2023 through October 10, 2024, for a contract total not to exceed \$68,830.43. Contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Lynn LaPlante  
**SECONDER:** Kari Galassi

7.B. [23-3192](#)

HHS-P-0327A-22 - Amendment to Resolution HHS-P-0327-22, issued to AirGas USA, LLC, to furnish and deliver portable oxygen for the residents at the DuPage Care Center, for the period December 1, 2022 through November 30, 2023, to increase encumbrance in the amount of \$7,500, an 21.43% increase. (6182-0001 SERV)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Lynn LaPlante  
**SECONDER:** Kari Galassi

7.C. [23-3193](#)

HS-P-0054A-23 - Amendment to Resolution HS-P-0054-23, issued to Maxim Healthcare Services, to provide supplemental nursing staffing services, for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, to increase encumbrance in the amount of \$95,410, a 79.51% increase. (6363-0001 SERV)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Yeena Yoo  
**SECONDER:** Kari Galassi

**8. BUDGET TRANSFERS**

8.A. [23-3194](#)

Budget Transfer needed to properly record and report HEROPAY paid with grant ARPA230229 funding -\$800.00 - DuPage Care Center.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Kari Galassi

8.B. [23-3195](#)

Budget Transfer to increase the original automotive expense budget to cover the purchase of an additional vehicle for the Weatherization Program, 5000-1430 - \$2,000. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Yeena Yoo

8.C. [23-3196](#)

Budget Transfer to increase the original automotive expense budget to cover the purchase of an additional vehicle for the Weatherization Program, 5000-1490 - \$2,000.00 (Community Services)

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

**9. CONSENT ITEMS**

9.A. [23-3197](#)

Novastaff Healthcare Services 6400-0001 SERV - This purchase order is decreasing in the amount of \$85,000. This decrease is to cover the Maxim Healthcare Services increase through end of contract of 04/12/2024.

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

**10. RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.

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

Janelle Chadwick, Administrator of the DuPage Care Center, stated the Care Center is having an ongoing covid outbreak, lasting four weeks. The Care Center has re-opened the covid unit, containing the virus to unit 2N. Nine residents have tested positive, and there are five persons under investigation (PUIs), likely they are roommates to covid positive residents. Four staff have tested positive for covid during this outbreak. None of the cases have experienced significant symptoms. Staff that are working with the covid unit are receiving Hero pay.

The Care Center is expecting the Illinois Department of Public Health (IDPH) personnel to arrive at any time for the annual survey. Staff are well prepared.

Newsweek America just came out with a new rating for the best nursing homes. The Care Center moved up to third place from sixth or seventh place in Illinois for units with over 150 beds. The ratings are based on performance data and covid and peer recommendations.

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

Mary Keating, Director of Community Services, stated staff are very excited for the Ribbon Cutting Ceremony at the Family Center. The Family Center space was dedicated about ten years ago. Staff have been campaigning for a playground ever since. Staff are thrilled to finally have the playground and families have been using it.

The LIHEAP season started October 1, 2023 serving seniors, persons with disabilities, and families with children under the age of six. The brand-new intake rooms are being utilized and provide more privacy, dignity, and security. Persons outside of the above parameters need to call and make an appointment for December. Staff are currently taking messages and due to the volume of applicants, staff have been offered overtime to return the calls.

**13. OLD BUSINESS**

No old business was discussed.

**14. NEW BUSINESS**

Member Yoo stated the District 2 Board members are hosting a donation drive for Family Shelter Services for National Domestic Violence Awareness Month, effective October 1, 2023 through October 31, 2023. There is a donation drop box in the 421 building and four drop boxes at each of the public health centers within the County. Family Shelter Services is the only domestic violence shelter in DuPage County. The shelter recently had a cut in federal funding. They are in need of toiletries, infant items, and cleaning supplies. Specific items are posted on an Amazon wish list. The District 2 Board members will assist with getting the information out with flyers and on social media.



**15. ADJOURNMENT**

With no further business, the meeting was adjourned at 9:48 AM..

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Yeena Yoo



## Finance Resolution

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

---

**File #:** FI-R-0239-23

**Agenda Date:** 10/17/2023

**Agenda #:** 10.D.

---

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING OF  
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM 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)

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Low-Income Home Energy Assistance Program HHS Grant FY23, Company 5000 - Accounting Unit 1420, pursuant to Resolution FI-R-0477-22 for the period October 1, 2022 through June 30, 2024, as amended; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with Amendment No. 002 to Inter-Governmental Agreement No. 23-224028 (ATTACHMENT II) that additional grant funds in the amount of \$426,845 (FOUR HUNDRED TWENTY-SIX THOUSAND, EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Amendment No. 002 to Inter-Governmental Agreement No. 23-224028 (ATTACHMENT II) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$426,845 (FOUR-HUNDRED TWENTY-SIX THOUSAND, EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS) be made and added to the Low-Income Home Energy Assistance Program HHS Grant FY23, Company 5000 - Accounting Unit 1420 and that the program continue as originally approved in all other respects; and

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

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

Enacted and approved this 24<sup>th</sup> day of October, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR THE  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM HHS GRANT FY23  
INTER-GOVERNMENTAL AGREEMENT NO. 23-224028  
COMPANY 5000 – ACCOUNTING UNIT 1420  
\$426,845

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 426,845

TOTAL ANTICIPATED REVENUE \$ 426,845

EXPENDITURES

COMMODITIES

52200-0000 - Operating Supplies & Materials \$ 9,759

TOTAL COMMODITIES \$ 9,759

CONTRACTUAL

53090-0000 - Other Professional Services \$ 50,000

53821-0000 - Energy Grants 367,086

TOTAL CONTRACTUAL \$ 417,086

TOTAL ADDITIONAL APPROPRIATION \$ 426,845



**Illinois**  
**Department of Commerce**  
& Economic Opportunity

October 4, 2023

Ms. Mary Keating  
Executive Director  
DUPAGE COUNTY  
421 N COUNTY FARM RD  
Wheaton, IL 60187-3978

Re: Grant No. 23-224028

Dear Ms. Keating:

Enclosed is your fully executed copy of the modification/waiver to the above referenced grant agreement (the "Agreement"). Please retain this copy in your files for reference during the administration of the grant and for future audit and monitoring purposes.

Please be advised that the requested modification/waiver was approved based on information provided by your agency/organization. Pursuant to Section 3.7 of the pre-GATA Agreement, or Article XII of the post-GATA Agreement, as applicable, you are hereby reminded that: (i) during the time period specified in the Agreement, the Grantee is required to maintain books, records and supporting documents related to all disbursements of funds provided under the Agreement, including those which are the subject of the modification/waiver; and (ii) the Grantee's failure to maintain and provide such records during a subsequent monitoring or audit conducted in accordance with applicable provisions of the Agreement, shall establish a presumption in favor of the Department for the recovery of funds for which adequate documentation is not available.

Should you have any questions regarding the modification/waiver, please contact your DCEO Grant Manager.

Sincerely,  
Signature on File

Kristin A. Richards  
Director

cc: DCEO Grant Manager

[www.ildceo.net](http://www.ildceo.net)

500 East Monroe  
Springfield, Illinois 62701-1643  
217/782-7500 · TDD: 800/785-6055

100 West Randolph Street, Suite 3-400  
Chicago, Illinois 60601-3219  
312/814-7179 · TDD: 800/785-6055

2309 West Main, Suite 118  
Marion, Illinois 62959-1180  
618/997-4394 · TDD: 800/785-6055

AMENDMENT TO THE GRANT AGREEMENT



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

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

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

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY **Signature on File**

DuPage County

**Signature on File**

By: Kenneth D. Allen  
11 Accounting Program Manager  
Signature of Kristin A. Richards, Director

By: Unilateral Amendment – No Signature Required  
Signature of Authorized Representative

Date: 09/29/2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ARTICLE I  
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered **23-224028**, has an original term from **10/01/2022** to **06/30/2024**.

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

Amendment Number	Effective Date (MM/DD/YYYY)
001	04/05/2023

1.3. Current Agreement Term. The Agreement expires on **06/30/2024**, unless terminated pursuant to the Agreement.

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

- |  |   |
|--|---|
| <input type="checkbox"/> Exhibit A (Project Description)       | <input type="checkbox"/> Award Term   |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones)   | <input checked="" type="checkbox"/> Award Amount  |
| <input type="checkbox"/> Exhibit C (Contact Information)       | <input type="checkbox"/> PART TWO (Grantor-Specific Terms)  |
| <input type="checkbox"/> Exhibit D (Performance Measures/Std.) | <input type="checkbox"/> PART THREE (Project-Specific Terms)                                      |
| <input type="checkbox"/> Exhibit E (Specific Conditions)       | <input type="checkbox"/> Budget   |
|  | <input checked="" type="checkbox"/> Budget (Unilateral)   |
|  | <input type="checkbox"/> Funding Source   |
|  | <input checked="" type="checkbox"/> Other (specify): Exhibit C (Payment) for FY23 Grant Agreement |

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



**ARTICLE II  
AMENDMENTS**

- 2.1. The first line of Exhibit C is amended as follows: Grantee shall receive \$3,718,038 under this Agreement.
- 2.2. The first sentence of Paragraph 1.2 of the Agreement is amended as follows: Grant Funds shall not exceed \$3,718,038, of which \$3,718,038 are federal funds.
- 2.3. The Budget is amended by increasing Grant Funds as detailed in the attached revised Budget. This unilateral amendment is in accordance with Article XLI or paragraph 34.3 of the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF ILLINOIS	UNIFORM GRANT MODIFICATION BUDGET TEMPLATE			Commerce & Economic Opportunity	
Organization Name:	DuPage County	UEI#	135836026	NOFO #	N/A
CSFA Number:	420-70-0090	CSFA Description:	Low Income Home Energy Assistance -- HHS	Fiscal Year:	2023
<b>SECTION A -- STATE OF ILLINOIS FUNDS</b>				Grant #	23-224028
<b>Revenues</b>				<b>TOTAL REVENUE</b>	
(a). State of Illinois Modification Amount Requested (Total Modification Allocation)				\$ 426,845.00	
<b>BUDGET SUMMARY STATE OF ILLINOIS FUNDS</b>					
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards	Current Approved Budget	Modification Amount	New Modified Budget	
<b>PROGRAM SUPPORT</b>					
101 Personnel (Salaries & Wages)	200.430	\$ 199,812.00	\$ -	\$ 199,812.00	
102 Fringe Benefits	200.431	\$ 63,114.00	\$ -	\$ 63,114.00	
103 Travel	200.474	\$ -	\$ -	\$ -	
104 Equipment (Not PCs and Laptops)	200.439	\$ -	\$ -	\$ -	
105 Supplies	200.94	\$ 369.00	\$ 4,148.00	\$ 4,517.00	
106 Contractual Services & Subawards	200.318 & 200.92	\$ -	\$ 30,000.00	\$ 30,000.00	
107 Consultant (Professional Services)	200.459	\$ -	\$ -	\$ -	
109 A Occupancy (Rent)	200.465	\$ -	\$ -	\$ -	
109 B Occupancy (Utilities)	200.452	\$ -	\$ -	\$ -	
<i>Subtotal 109 (Occupancy Rent &amp; Utilities)</i>		\$ -	\$ -	\$ -	
111 Telecommunications		\$ -	\$ -	\$ -	
112 Training & Education	200.472	\$ -	\$ -	\$ -	
114 Miscellaneous Costs		\$ -	\$ -	\$ -	
<b>SUBTOTAL 100s (Program Support)</b>		<b>\$ 263,295.00</b>	<b>\$ 34,148.00</b>	<b>\$ 297,443.00</b>	
<b>CLIENT BENEFITS</b>					
201 Client Benefits		\$ 2,830,426.00	\$ 367,086.00	\$ 3,197,512.00	
202 Assurance 16--N/A for LIHEAP CARES or LIHEAP State		\$ -	\$ -	\$ -	
<b>SUBTOTAL 200s (Client Benefits)</b>		<b>\$ 2,830,426.00</b>	<b>\$ 367,086.00</b>	<b>\$ 3,197,512.00</b>	
<b>ADMINISTRATION</b>					
	200.413				
301 Direct Admin--Personnel (Salaries & Wages)	200.413 (c) & 200.430	\$ 146,021.00	\$ -	\$ 146,021.00	
302 Direct Admin--Fringe Benefits	200.431	\$ 45,208.00	\$ -	\$ 45,208.00	
303 Direct Admin--Travel	200.474	\$ 285.00	\$ -	\$ 285.00	
304 Direct Admin--Equipment (Not PCs and Laptops)	200.439	\$ -	\$ -	\$ -	
305 Direct Admin--Supplies	200.94	\$ 1,688.00	\$ 5,611.00	\$ 7,299.00	
306 Direct Admin--Contractual Services & Subawards	200.318 & 200.92	\$ 3,134.00	\$ 20,000.00	\$ 23,134.00	
307 Direct Admin--Consultant (Professional Services)	200.459	\$ -	\$ -	\$ -	
309 A Direct Admin--Occupancy (Rent)	200.465	\$ -	\$ -	\$ -	
309 B Direct Admin--Occupancy (Utilities)	200.452	\$ -	\$ -	\$ -	
<i>Subtotal 309 (Occupancy Rent &amp; Utilities)</i>		\$ -	\$ -	\$ -	
311 Direct Admin--Telecommunications		\$ 283.00	\$ -	\$ 283.00	
312 Direct Admin--Training & Education	200.472	\$ 259.00	\$ -	\$ 259.00	
314 Direct Admin--Miscellaneous Costs		\$ 594.00	\$ -	\$ 594.00	
<b>Total Direct Admin Costs</b>		<b>\$ 197,472.00</b>	<b>\$ 25,611.00</b>	<b>\$ 223,083.00</b>	
317 Indirect Costs* (see below)	200.414	\$ -	\$ -	\$ -	
<b>Rate %:</b>					
<b>Base Calculation Method:</b>					
<b>SUBTOTAL 300s (Administration)</b>		<b>\$ 197,472.00</b>	<b>\$ 25,611.00</b>	<b>\$ 223,083.00</b>	
<b>SPECIAL -- only with OCA Fiscal Pre-Approval</b>					
406 Special Project Program		\$ -	\$ -	\$ -	
<b>Total Direct Costs</b>		<b>\$ 3,291,193.00</b>	<b>\$ 426,845.00</b>	<b>\$ 3,718,038.00</b>	
<b>Total Indirect Costs</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Costs for State Grant Funds</b>		<b>\$ 3,291,193.00</b>	<b>\$ 426,845.00</b>	<b>\$ 3,718,038.00</b>	

GRANTEE CERTIFICATION		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE		AGENCY: Commerce & Economic Opportunity
Organization Name:	DuPage County	CSFA Description:	Low Income Home Energy Assistance -- HHS	NOFO #: N/A
CSFA #:	420-70-0090	UEI #:	135836026	Fiscal Year(s): 2023
Grant #:	23-224028			

(2 CFR 200.415)

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

DuPage County  
Institution/Organization

Signature

Jeffrey Martynowicz  
Name of Official

Chief Financial Officer  
Title

Chief Financial Officer (or equivalent)

Date of Execution

Signature on File

DuPage County  
Institution/Organization

Signature

Mary Keating  
Name of Official

Director, DuPage County Community Services  
Title

Executive Director (or equivalent)

Date of Execution

Signature on File

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

**From:** [Vaughn, Garrett](#)  
**To:** [mary.keating](#); [Martynowicz, Jeffrey](#); [Kinczyk, Geoffrey](#); [gina.strafford](#)  
**Cc:** [Moore, Ben](#); [Devos, Amy L.](#)  
**Subject:** DuPage County Dept. of Human Resources 23-224028 Grant Modification to Increase Funds \*\*Documents to be completed\*\*  
**Date:** Sunday, August 20, 2023 10:33:00 AM  
**Attachments:** [23-224 Indirect Calculator for Negotiated Rates.xlsx](#)  
[23-224 MOD Budget Template.xlsx](#)  
[23-224 MTDC Calculator.xlsx](#)  
[MOD Budget Template Instructions\\_08.18.23.docx](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image006.png](#)  
[image007.png](#)

**Importance:** High

To provide additional funds to serve LIHEAP customers in your service area, we will be processing a grant modification for your 23-224028 grant. The intent of these funds is to address additional need for services identified in your service territory for the 2024 LIHEAP Program Year. The allocation by line item is listed below.

For us to process the grant modification, you will need to submit the following items listed below. Also attached are the directions for completing the mod budget template.

- The attached Modification Budget Template completed and signed; and
- The applicable attached MTDC/NICRA Calculator completed and corresponding with the attached Budget.

Upload the required documents to the OCA Extranet, C/LAA Grant Application and Document Submissions, PY2023 on or before Friday, August 25th, 2023.

Agency:  
-HHS LIHEAP Supplemental Increase Mod Amount- (23-224)

<b>Category:</b>		
0100 Program Support	\$	34,148
0200 Client Assistance	\$	367,086
0300 Administration	\$	<u>25,611</u>
HHS Total:	\$	426,845

Garrett Vaughn, MPA  
 Fiscal Grants Coordinator  
 Office of Community Assistance  
 Illinois Department of Commerce & Economic Opportunity  
 Phone: (217) 685-0347  
 Email: [Garrett.Vaughn@illinois.gov](mailto:Garrett.Vaughn@illinois.gov)  
[www.illinois.gov/dceo](http://www.illinois.gov/dceo)



Join the pledge [here](#).

Get the help you need.

illinois: united against COVID-19

Follow us for real-time updates.

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney



## Finance Resolution

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

---

**File #:** FI-R-0240-23

**Agenda Date:** 10/17/2023

**Agenda #:** 10.E.

---

ACCEPTANCE AND APPROPRIATION OF THE  
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT PY24  
INTER-GOVERNMENTAL AGREEMENT NO. 24-254028  
COMPANY 5000 - ACCOUNTING UNIT 1495  
\$5,528,383

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$5,528,383 (FIVE MILLION, FIVE HUNDRED TWENTY-EIGHT THOUSAND, THREE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 24-254028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from July 1, 2023, through August 31, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 24-254028 (ATTACHMENT II) between DuPage County and the Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$5,528,383 (FIVE MILLION, FIVE HUNDRED TWENTY-EIGHT THOUSAND, THREE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS) be made to establish the Low-Income Home Energy Assistance Program State Grant PY24, Company 5000 - Accounting Unit 1495 for the period July 1, 2023, through August 31, 2024; and

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

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

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

Enacted and approved this 24<sup>th</sup> day of October, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH  
 THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT PY24  
 INTER-GOVERNMENTAL AGREEMENT NO. 24-254028  
 COMPANY 5000 – ACCOUNTING UNIT 1495  
 \$5,528,383

REVENUE

41400-0006 - State Operating Grant - ILDCEO \$ 5,528,383

TOTAL ANTICIPATED REVENUE \$ 5,528,383

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 586,022  
 50010-0000 - Overtime 13,313  
 51010-0000 - Employer Share I.M.R.F. 46,149  
 51030-0000 - Employer Share Social Security 45,849  
 51040-0000 - Employee Med & Hosp Insurance 66,481  
 51050-0000 - Flexible Benefit Earnings 2,911

TOTAL PERSONNEL \$ 760,725

COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value \$ 2,857  
 52100-0000 - I.T. Equipment-Small Value 17,599  
 52200-0000 - Operating Supplies & Materials 9,929

TOTAL COMMODITIES \$ 30,385

CONTRACTUAL

53000-0000 - Auditing & Accounting Services \$ 5,300  
 53090-0000 - Other Professional Services 70,000  
 53260-0000 - Wireless Communication Svc 857  
 53410-0000 - Rental Of Machinery & Equipmnt 1,071  
 53500-0000 - Mileage Expense 2,871  
 53510-0000 - Travel Expense 5,617  
 53600-0000 - Dues & Memberships 2,702  
 53610-0000 - Instruction & Schooling 964  
 53800-0000 - Printing 357  
 53803-0000 - Miscellaneous Meeting Expense 357  
 53804-0000 - Postage & Postal Charges 1,714

53806-0000 - Software Licenses	1,429
53808-0000 - Statutory & Fiscal Charges	50
53821-0000 - Energy Grants	4,643,841
53830-0000 - Other Contractual Expenses	<u>143</u>
TOTAL CONTRACTUAL	\$ <u>4,737,273</u>
TOTAL ADDITIONAL APPROPRIATION	\$ <u><u>5,528,383</u></u>





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

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

**PART ONE – The Uniform Terms**

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

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

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

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

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

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

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

Printed Name: Mary A Keating

Printed Title: Executive Director

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

Email: Mary.Keating@dupageco.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II AWARD INFORMATION**

2.1. **Term.** This Agreement is effective on **07/01/2023** and expires on **08/31/2024** (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds must not exceed **\$5,528,383.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

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

Reimbursement

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0090 and the CSFA Name is Low-Income Home Energy Assistance. If applicable, the State Award Identification Number (SAIN) is 90-44810.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.



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

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

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

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

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

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

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

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

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

**ARTICLE VI  
BUDGET**

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

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

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

**ARTICLE VII  
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

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

10.2. Financial Close-out Report.

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

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

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

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

## ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.4. “For-Profit” Entities.

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

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

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

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

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

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

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

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

#### 13.1. Termination.

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

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

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

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

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

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

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



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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

#### ARTICLE XIV SUBCONTRACTS/SUBAWARDS

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

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

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

## ARTICLE XV NOTICE OF CHANGE

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

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

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

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

## ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

## ARTICLE XVII CONFLICT OF INTEREST

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

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

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

### ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

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

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

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

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

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

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

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

#### **ARTICLE XX INSURANCE**

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

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

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

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

21.2. Indemnification and Liability.

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

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

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

## ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

22.10. Precedence.

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

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

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

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

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

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

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

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

EXHIBIT A

PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

To provide grants for client services under a comprehensive low income energy assistance program which incorporates assistance in regards to utility services(LIHEAP), and energy conservation measures via weatherization, in an effort to ensure citizens have access to affordable energy services

**PROJECT DESCRIPTION:**

Through the Low Income Home Energy Assistance Program (“LIHEAP”), Grantee shall assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements.

Grant Funds will be allocated to Local Administering Agencies (individually, each a “Grantee”) to administer the LIHEAP on a local level, assisting low income residents in Illinois with energy and heating bills and providing other LIHEAP-related services. Grantee must comply with all LIHEAP regulations, requirements, policies and procedures set forth by federal and state laws and by Grantor including, but not limited to, the Grantor Office of Community Assistance (“OCA”) program manual(s), technical assistance memoranda, written directives, training, and any other guidance or instructions in connection with the LIHEAP.

Program Objective

Grantee must use Grant Funds provided under this Agreement for the LIHEAP to develop and implement a program to assist low income, Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by the Grantor to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Subpart H of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981, the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Illinois Administrative Rules (47 Ill. Admin. Code Part 100), and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor. The Grantee further agrees that this Agreement is subject to such modifications which the Grantor determines may be required by federal or state laws, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to, paragraphs 5.2 and 6.2.

EXHIBIT B

DELIVERABLES OR MILESTONES

Grantee shall perform the following tasks, including but not limited to:

- Grantee shall make payments under this Award with respect to households with income, which does not exceed a level determined and communicated by Grantor.
- Grantee shall place top priority on outreach efforts to the elderly and disabled populations, but must not discriminate against any other population groups. Grantee must conduct outreach activities designed to ensure that eligible households are made aware of the assistance available under this Award, and any similar energy-related assistance available under the federal and state statutes and rules referenced in Exhibit A, herein, including Subpart H of the Department of Health and Human Services Energy Assistance Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981 (the "Act"), the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), and the Illinois Administrative Rules (47 Ill. Admin. Code Part 100).
- Grantee shall coordinate activities under this Award with similar and related programs administered by the federal government and the State of Illinois, particularly low income energy-related programs relating to Community Services Block Grant Program, the Supplemental Security Income Program under Part A of Title IV of the Social Security Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)) before the date of the enactment of the Act.
- Grantee shall provide, in a manner consistent with the efficient and timely payment of benefits, the highest level of assistance to those households which have the lowest incomes and the highest energy costs in relation to income, also taking into account the number of members in the household.
- Grantee shall establish procedures to notify each participating household of the amount of assistance paid on its behalf. Grantee shall assure that no payment is made to a home energy supplier unless the Grantee or the Grantor has a separate written agreement outlining the terms for the supplier's acceptance of such payment.
- Grantee shall provide assurances that owners and renters will be treated equitably under the LIHEAP.
- Grantee shall permit and cooperate with federal investigations undertaken in accordance with Section 8627 of the Low Income Home Energy Assistance Act of 1981 (42 USC § 8627).
- Grantee shall provide beneficiary applicant an opportunity to participate in a fair hearing and appeal process if the individual's claims for assistance under the LIHEAP State Plan is denied or not acted upon with reasonable promptness (47 Ill. Admin. Code 100.90).
- Grantee shall provide to Grantor an implementation plan, which shall include a detailed description of Grantee's intake/outreach processing and approval systems. If an appointment system is used, then it too should be described in detail in the implementation plan. Grantee shall maintain its detailed description of the intake/outreach processing and approval systems on file for the Grantor's review.
- Grantee shall respond in writing to all written technical assistance recommendations by the Grantor. The Grantee must submit all required reports to the Grantor, in the prescribed manner, by the required date of submission. A list of all required reports is outlined in the Grantor OCA program manual(s).



- Grantee shall perform any and all other tasks, as requested by Grantor and in furtherance of the LIHEAP requirements.

EXHIBIT C

CONTACT INFORMATION

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

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

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

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

**GRANTEE CONTACT**

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

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Amy Devos  
Title: Grant Manager  
Address: 607 E. Adams St.  
Springfield, IL 62701  
Phone: 217-558-1656  
TTY#: (800) 785-6055  
Email: Amy.Devos@Illinois.gov  
Address:

**GRANTEE CONTACT**

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

**GRANTEE DESIGNEES**

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

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

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

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

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

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

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

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

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

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

Name: Caleb Jones  
Email: caleb.j.jones2@illinois.gov  
Phone: 000-000-0000  
Fax#: N/A

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

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

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

1. Application Status Report (LH004):
  - Are GFE/CPR applications being processed (approved or denied) timely?
  - Are the applications in LAA Approved/Verified status that indicate the electronic communications stalled and the LAA needs to intervene?
  - Are there any LOF (Lack of Funds) applications the LAA should research and resolve?
  - Are there applications that have exceeded the 30-day timeframe to reach approved or denied for LIHEAP benefit status?
  - Are there crisis assistance applications that aren't processed within the 18/24 hour federally mandated timeframe?
  - Are there rejected applications that require LAA follow-up?
2. 90 Days Closeout Report (LH022): Applications on this report are past 30 days from the application date and therefore, out of compliance, and could be in jeopardy of being automatically denied by the LIHEAP database as "Application Lapsed."
3. Audit Invoices and Register Report (LH429): Does the LAA have unpaid registers that are more than 45 days from the Register Accepted date?
4. PIPP Finance Reports: These reports will be used to determine the timeliness of processing applications and paying vendors.

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

**EXHIBIT E**

**SPECIFIC CONDITIONS**

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

No Specific Conditions.

**PART TWO – GRANTOR-SPECIFIC TERMS**

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

**ARTICLE XXIII  
AUTHORIZED SIGNATORY**

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

**ARTICLE XXIV  
ADDITIONAL AUDIT PROVISIONS**

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

**ARTICLE XXV  
ADDITIONAL MONITORING PROVISIONS**

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

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

**ARTICLE XXVI  
ADDITIONAL INTEREST PROVISIONS**

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

**ARTICLE XXVII  
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

#### ARTICLE XXIX

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

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

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

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

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

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

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



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

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

**ARTICLE XXX  
ADDITIONAL MODIFICATION PROVISIONS**

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

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

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

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

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

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

**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

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

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII  
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART THREE – PROJECT-SPECIFIC TERMS**

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

**ARTICLE XXXVI  
REPORT DELIVERABLE SCHEDULE**

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

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

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

**January 2024**

- Annual Annual Financial Report (01/30/2024) - Covering Period of 07/01/2023 - 12/31/2023; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2024) - Covering Period of 07/01/2023 - 12/31/2023; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

**September 2024**

- Annual Annual Financial Report (09/30/2024) - Covering Period of 01/01/2024 - 08/31/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (09/30/2024) - Covering Period of 01/01/2024 - 08/31/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

**October 2024**

- End of grant Closeout Financial Report and Reconciliation (10/15/2024) - Covering Period of 07/01/2023 - 08/31/2024; Send To: Grant Manager
  - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (10/15/2024) - Covering Period of 07/01/2023 - 08/31/2024; Send To: Grant Manager
  - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

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

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

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

37.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2023 Low-Income Home Energy Assistance Program ("LIHEAP"). Failure of the Grantee to comply with the terms and conditions of the 2023 LIHEAP Grant Agreement may result in termination of this Grant Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services ("HHS") awards at 45 CFR Part 75, which implement the language in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the "Uniform Requirements"). For the avoidance of doubt, all references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must also comply with the Low-Income Home Energy Assistance Act of 1981 (42 U.S.C. §§ 8621-8630), the federal LIHEAP block grant rules (45 CFR Part 96), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20), the Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all related Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by HHS may be found at 2 CFR Part 300.

37.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the general Administrative, Client Assistance (solely for outreach purposes under HHS' Assurance 16 as required by law), and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for general Administrative, Client Assistance (solely for outreach purposes under Assurance 16), and Program Support, respectively.

37.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 10.1, 11.1 and 36.3, herein, as applicable, the Grantee must provide the following additional reports to Grantor:

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

37.5. Method of Compensation.

(a) In addition to the payment requirements described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the



dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

(b) Costs allocated to this Award must conform to the HHS cost principles at 45 CFR Part 75 and as set forth in the Uniform Requirements, as applicable. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6. Additional Audit Requirements. In addition to the audit requirements in Article XII, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

37.7. Non-Expendable Personal Property.

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

(b) In addition to Article XVIII, herein the Grantee agrees to comply with the applicable property standards set forth in 45 CFR §§ 75.316–75.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized LIHEAP purposes under this Award. Specifically, as set forth under 45 CFR §§ 75.319 – 75.321, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by the Grantee in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 45 CFR 75.320 and paragraph 18.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without the prior written approval of Grantor.

(d) In accordance with 45 CFR §§ 75.320–75.321, Non-expendable Personal Property must be used for LIHEAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes of LIHEAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.

(e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed by Grantee and sent

to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

37.8. Procurement. Grantee shall follow the procurement standards as established in 45 CFR §§ 75.326 – 75.335.

37.9. Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 45 CFR 75.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or Grantor when they are specifically related to the Federal award.

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

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

37.11. Debarment. In addition to Grantee's certification in paragraph 3.5(j) and the representations and warranties in paragraph 28.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 3.5(j) and 28.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12. Bond and Depository Insurance Requirements.

(a) Pursuant to 45 CFR 75.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of **\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 45 CFR 75.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 45 CFR 75.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

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

37.14. Additional Budget Modification Provisions.

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

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

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 45 CFR 75.308, subject to the following:

- **Program Support:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may *decrease* the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Client Benefits budget Line 0201 only. In no event may such transfers in this specific cost category result in an increase to the total Budget without prior Grantor written approval.
- **Direct Administrative Costs:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget.

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

37.15. Fraud, Waste, Abuse or Misconduct.

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

(b) Definitions.

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

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

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

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

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

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

Attachment A. Budget

**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	24-254028
CSFA Number:			
CSFA Description:			

**Section A: State of Illinois Funds**

	<u>Summary</u>	<u>Detail</u>
<b>Revenues</b>		
State of Illinois Grant Amount Requested	\$5,528,383.00	
<b>Budget Expenditure Categories</b>		
1. Personnel (200.430)	\$599,101.00	
0101 PERSONNEL SALARIES AND WAGES		\$342,965.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$256,136.00
2. Fringe Benefits (200.431)	\$160,413.00	
0102 FRINGE BENEFITS		\$89,925.00
0302 ADMIN-FRINGE BENEFITS		\$70,488.00
3. Travel (200.474)	\$8,892.00	
0103 TRAVEL		\$975.00
0303 ADMIN-TRAVEL		\$7,917.00
4. Equipment (200.439)	\$8,875.00	
0304 ADMIN-EQUIPMENT		\$8,875.00
5. Supplies (200.94)	\$24,473.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$7,930.00
0305 ADMIN-SUPPLIES		\$16,543.00
6. Contractual/Subawards (200.318 and .92)	\$75,453.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$75,453.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$852.00	
0311 ADMIN-TELECOMMUNICATIONS		\$852.00
12. Training and Education (200.472)	\$3,059.00	
0312 ADMIN-TRAINING AND EDUCATION		\$3,059.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$3,424.00	
0114 MISCELLANEOUS		\$476.00
0314 ADMIN-MISCELLANEOUS COSTS		\$2,948.00
15. Grant Exclusive Line Item(s)	\$4,643,841.00	
0201 CLIENT BENEFITS		\$4,643,841.00
16. Total Direct Costs (add lines 1-15)	\$5,528,383.00	\$5,528,383.00
17. Total Indirect Costs (200.414)		
Rate:	0	%
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$5,528,383.00	\$5,528,383.00

Grantee:

NOFO Number:

Grant Number:

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

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

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

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

**Select ONLY One:**

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

Rate:  %

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

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

Indirect Cost Rate:  % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## HS Resolution

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

---

**File #:** HS-R-0062-23

**Agenda Date:** 10/17/2023

**Agenda #:** 7.C.

---

APPROVAL OF ISSUANCE OF PAYMENTS BY DUPAGE COUNTY  
TO ENERGY ASSISTANCE PROVIDERS THROUGH THE  
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
HHS GRANT FY23  
INTER-GOVERNMENTAL AGREEMENT NO. 23-224028  
IN THE AMOUNT OF \$367,086

WHEREAS, the County of DuPage receives grant funds and administers the Low-Income Home Energy Assistance Program HHS Grant FY23, Inter-Governmental Agreement No. 23-224028, Company 5000 Accounting Unit 1420; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance Program HHS Grant FY23, Inter-Governmental Agreement No. 23-224028 has been increased by \$367,086 (THREE HUNDRED SIXTY-SEVEN THOUSAND, EIGHTY- SIX AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount and the energy assistance provider to be paid; and

WHEREAS, all payments made for the LIHEAP Program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the LIHEAP Energy Assistance HHS Grant FY23 No. 23-224028, for the period October 1, 2022 through June 30, 2024 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance Program HHS Grant FY23, Inter-Governmental Agreement No. 23-224028, Company 5000 Accounting Unit 1420, for the period October 1, 2022 through June 30, 2024, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of \$3,197,512 (THREE MILLION, ONE HUNDRED NINETY-SEVEN THOUSAND, FIVE HUNDRED TWELVE AND NO/100 DOLLARS).

Enacted and approved this 24<sup>th</sup> day of October, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



## HS Resolution

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

---

**File #:** HS-R-0063-23

**Agenda Date:** 10/17/2023

**Agenda #:** 15.B.

---

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

WHEREAS, the County of DuPage receives grant funds and administers the Low-Income Home Energy Assistance Program State Grant PY24, Inter-Governmental Agreement No. 24-254028, Company 5000 - Accounting Unit 1495; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance Program State Grant PY24, Inter-Governmental Agreement No. 24-254028 is \$4,643,841 (FOUR MILLION, SIX HUNDRED FORTY-THREE THOUSAND, EIGHT HUNDRED FORTY-ONE AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount and the energy assistance provider to be paid; and

WHEREAS, all payments made for the program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the Low-Income Home Energy Assistance Program State Grant PY24, Inter-Governmental Agreement No. 24-254028, for the period July 1, 2023 through August 31, 2024 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance Program State Grant PY24, Inter-Governmental Agreement No. 24-254028, Company 5000 - Accounting Unit 1495, for the period July 1, 2023 through August 31, 2024, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of \$4,643,841 (FOUR MILLION, SIX HUNDRED FORTY-THREE THOUSAND, EIGHT HUNDRED FORTY-ONE AND NO/100 DOLLARS)

Enacted and approved this 24<sup>th</sup> day of October, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



## HS Requisition \$30,000 and Over

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

---

**File #:** HS-P-0072-23

**Agenda Date:** 10/17/2023

**Agenda #:** 15.D.

---

AWARDING RESOLUTION  
ISSUED TO CHICAGO UNITED INDUSTRIES, LTD.  
TO FURNISH, DELIVER, AND INSTALL ENERGY STAR APPLIANCES  
FOR THE WEATHERIZATION PROGRAM  
(CONTRACT TOTAL AMOUNT: \$67,367)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to furnish, deliver, and install Energy Star appliances for Community Services, for the period October 29, 2023 through October 28, 2024, under the FY22 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to furnish, deliver, and install Energy Star appliances, for the period October 29, 2023 through October 28, 2024, for Community Services, under the FY23 Weatherization Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Chicago United Industries, Ltd., Attn: Nick Massarella, 505 N Lake Shore Dr Suite 205 Chicago, Illinois 60611, for a contract total amount not to exceed \$67,367.00, per renewal option under bid award bid #22-065-CS, first option to renew.

Enacted and approved this 24<sup>th</sup> day of October, 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#:	RFP, BID, QUOTE OR RENEWAL #: 22-065-CS	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$67,367.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$269,468.00
	CURRENT TERM TOTAL COST: \$67,367.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Chicago United Industries, Ltd.	VENDOR #: 1410	DEPT: Community Services - Weatherization	DEPT CONTACT NAME: David Watkins
VENDOR CONTACT: Gabriela Jaime	VENDOR CONTACT PHONE: 312-786-1471	DEPT CONTACT PHONE #: 630-407-6469	DEPT CONTACT EMAIL: david.watkins@dupageco.org
VENDOR CONTACT EMAIL: gjaime@cuiltld.com	VENDOR WEBSITE:	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.). To furnish, deliver and install Energy Star rated appliances with proper disposal for the Weatherization Program			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Contract renewal; Bid #22-065-CS			

<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: Chicago United Industries, Ltd.	Vendor#: 14140	Dept: Weatherization	Division: Community Services
Attn: Gabriela Jaime	Email: gjaime@cuiltld.com	Attn: David Watkins	Email: david.watkins@dupageco.org
Address: 505 N. Lake Shore Drive, Suite 205	City: Chicago	Address: 521 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60611	State: IL	Zip: 60187
Phone: 312-786-1471	Fax:	Phone: 630-407-6469	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Chicago United Industries	Vendor#: 14140	Dept: NA	Division:
Attn: Gabriela Jaime	Email: gjaime@cuiltld.com	Attn:	Email:
Address: 505 N. Lake Shore Drive, Suite 205	City: Chicago	Address:	City:
State: IL	Zip: 60611	State:	Zip:
Phone: 312-786-1471	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 10/29/2023	Contract End Date (PO25): 10/28/2024
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		Appliances for Weatherization	FY23	5000	1400			6,736.70	6,736.70
2	1	EA		Appliances for Weatherization	FY24	5000	1400			60,630.30	60,630.30
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 67,367.00

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

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





## AMENDMENT FOR CONTRACT RENEWAL

---

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and CHICAGO UNITED INDUSTRIES, LTD. located at 505 N Lake Shore Dr Suite 205, Chicago, IL 60611, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-065-CS which became effective on 7/12/2022 and which will expire 10/29/2023. 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 10/28/2024.

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

✓  
SIGNATURE  
GABRIELA JAIME  
PRINTED NAME  
GENERAL MANAGER  
PRINTED TITLE  
10/11/23  
DATE

### THE COUNTY OF DUPAGE

SIGNATURE  
Nickon Etminan  
PRINTED NAME  
Buyer II  
PRINTED TITLE  
DATE



**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
APPLIANCES FOR ILLINOIS HOME WEATHERIZATION  
ASSISTANCE PROGRAM 22-065-CS  
BID TABULATION**



NO.	ITEM	UOM	QTY	MODEL #	PRICE	EXTENDED PRICE
<b>Refrigerator (Energy Star Rated)</b>						
1	15.0 - 15.9 cubic foot (White/Black, Top Freezer)	EA	4	GTE17GT NRWH	\$ 1,349.00	\$ 5,396.00
2	16.0 - 16.9 cubic foot (White/Black, Top Freezer)	EA	6	GTE17GT NRWH	\$ 1,349.00	\$ 8,094.00
3	18.0 - 18.9 cubic foot (White/Black, Top Freezer)	EA	10	Frigidaire FFHT1814WB	\$ 1,298.00	\$ 12,980.00
4	20.0 - 20.9 cubic foot (White/Black, Top Freezer)	EA	14	Frigidaire FFHT2045WV	\$ 1,581.00	\$ 22,134.00
<b>Upright Freezer (Energy Star Rated)</b>						
5	17.0 - 17.9 cubic foot (White, upright)	EA	3	GE 17.3 cu ft FUF17DLRWW	\$ 1,382.00	\$ 4,146.00
6	20.0 - 20.9 cubic foot (White, Upright)	EA	3	GE 21.3 cu ft FUF21DLRWW	\$ 1,613.00	\$ 4,839.00
<b>Chest Freezer (Energy Star Rated)</b>						
7	10.0 - 10.9 cubic foot (White)	EA	3	Frigidaire FFCS0922AW	\$ 727.00	\$ 2,181.00
<b>Gas Range</b>						
8	30" Freestanding (White/Black)	EA	5	GE JGBS60DEKWW	\$ 1,055.00	\$ 5,275.00
<b>Electric Range</b>						
9	30" Freestanding (White/Black)	EA	2	GE JB645DKWW	\$ 1,161.00	\$ 2,322.00
<b>GRAND TOTAL</b>						<b>\$ 67,367.00</b>

**NOTES**  
 1. Chicago United Industries Ltd advises that Item 2 as specified is not available, and the proposed substitute is the same as Item 1.  
 2. Chicago United Industries Ltd. advises that Item 7 is not Energy Star Rated.

Bid Opening 06/03/2022 @ 2:30 PM	DW,NE
Invitations Sent	78
Total Vendors Requesting Documents	1
Total Bid Responses	1



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

---

**DUPAGE COUNTY  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage (“County”) on or before June 3, 2022, at 2:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: APPLIANCES FOR ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM 22-065-CS. Bid document, including specifications, may be obtained from the Finance Department by email at [donna.weidman@dupageco.org](mailto:donna.weidman@dupageco.org) or onsite during regular business hours at no cost or from the internet via [www.demandstar.com](http://www.demandstar.com). All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

Due to the Covid-19 crisis, here are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions and electronic signatures.
- 3) Bids do not have to be notarized before submission.

<b>Date</b>	<b>Bid Event Activity</b>
May 12, 2022	Legal Notice Advertisement Placed
May 19, 2022 4:00 p.m. CT	Questions due to Buyer via email: <a href="mailto:donna.weidman@dupageco.org">donna.weidman@dupageco.org</a>
May 26, 2022 4:00 p.m. CT	Final Q&A Addendum Published
June 3, 2022 2:30 p.m. CT	Submittals Due to Finance Office

## TABLE OF CONTENTS

SECTION 1 – PROJECT INFORMATION .....	3
SECTION 2 - INSTRUCTIONS TO BIDDERS .....	4
SECTION 3 - GENERAL CONDITIONS .....	8
SECTION 4 - SPECIAL CONDITIONS .....	12
SECTION 5 – INSURANCE REQUIREMENTS .....	18
SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS .....	20
SECTION 7 - BID FORM PRICING .....	28
SECTION 8 - BID FORM SIGNATURE PAGE.....	29
SECTION 9 - REQUIRED FORMS TO BE SUBMITTED .....	30
SECTION 10 - SAMPLE CONTRACT AGREEMENT .....	46
SECTION 11 - OUTSIDE ENVELOPE BID LABEL.....	48

**SECTION 1 – PROJECT INFORMATION**

√	SUBMITTAL CHECKLIST
	<ol style="list-style-type: none"> <li>1. Original signed bid with one (1) PDF on Flash Drive</li> <li>2. Section 7 – Bid Form Pricing</li> <li>3. Section 8 - Bid Form Signature Page</li> <li>4. Section 9 – Required Forms               <ol style="list-style-type: none"> <li>a. Bid Form acknowledging all addenda</li> <li>b. W-9</li> <li>c. Required Vendor Ethics Disclosure Statement</li> <li>d. Ethics Statement / Agreement</li> <li>e. References</li> <li>f. Agreement to Attend Weatherization Trainings</li> <li>g. Certification Regarding Weatherization Materials</li> <li>h. Indemnity Clause Agreement</li> <li>i. Material Safety Data Sheets</li> <li>j. Change Order Process</li> <li>k. Weatherization Standards</li> <li>l. Agreement to Work</li> <li>m. Unacceptable Work Statement</li> <li>n. Minority, Small Business, Women-Owned Statement</li> <li>o. Joint Purchasing Agreement</li> </ol> </li> <li>5. \$1,000.00 Bid Security</li> <li>6. List of Jurisdiction / Licenses</li> <li>7. MBE/WBE Certification (if applicable)</li> </ol>

AWARDED CONTRACTOR REQUIREMENTS	
Certificate of Insurance	Due within 15 days of Notice of Intent to Award
Prevailing Wage	As required by <a href="#">IL State Statue 820 ILCS 130</a> Current Prevailing Rates posted on Illinois Department of Labor website – <a href="https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/current-prevailing-rates.aspx">https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/current-prevailing-rates.aspx</a>
Performance Bond	Due 15 days after Notice of Intent to Award
Illinois Secretary of State Corporate/LLC Certificate of good standing for current year	Due within 15 days of Notice of Intent to Award  <a href="http://www.cyberdriveillinois.com/departments/business_services/howdoi.html">http://www.cyberdriveillinois.com/departments/business_services/howdoi.html</a>
SAM.gov Verification of SAM.gov registration and good standing	Due within 15 days of Notice of Intent to Award  <a href="https://sam.gov/search/?index= all&amp;sort=-modifiedDate">https://sam.gov/search/?index= all&amp;sort=-modifiedDate</a>

## SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com), as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at [www.adobe.com/products/acrobat/readstep.html](http://www.adobe.com/products/acrobat/readstep.html).

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6210 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- d) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.



The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business\\_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

19) **PREVAILING WAGE:** Prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor may apply to some or all work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at [www.state.il.us/agency/idol/rates/rates](http://www.state.il.us/agency/idol/rates/rates). You must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at <https://www.dupageco.org/Finance/Procurement/1316/> or you may use your own format containing the same information with pre-approval by the Procurement Officer (submit sample with bid).

The Contractor is aware that Prevailing Wage Rates may apply to some or all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

### SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at [www.DemandStar.com](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes, Illinois Home Weatherization Assistance Program Field Standards Manual in effect at the time work commences, as updated by the State of Illinois from time to time, and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contractor shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **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.

11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an 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.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **INDEMNITY:** 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 because 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 because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because 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. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder 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.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids 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.

24) **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.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and Weatherization job number and submitted to the correct address for processing. The 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.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is

not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, 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 Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid 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.

29) **TAX:** The County of DuPage 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.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

## SECTION 4 - SPECIAL CONDITIONS

1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

### 3) **BID SECURITY/PERFORMANCE BOND**

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of One Thousand Dollars (\$1,000.00), as a guarantee that the Bidder will, within 15 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 15 days of the Notice of Award furnish a Performance Bond in an amount equal to five percent (5%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

### 4) **CONTRACT TERM AND RENEWAL**

This contract shall be effective for a fifteen (15) month term period with a start date of 07/01/2022 and a completion date of 09/30/2023.

The contract shall be subject to three (3) additional one-year term period provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

5) **SPLIT BIDS:** Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

6) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract.
- b) The Contractor fails to adequately perform the services set forth of this contract.
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract.

- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:

- a) Cancel the contract.
- b) Reserve all rights or claims of damage for breach or any covenants of the contract.
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

7) **PRICING:** DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

- 8) Fee will be maintained for the initial three-year period. Price adjustments for optional year four will be based on the previous year's CPI or three percent (3%), whichever is lower. The overall maximum term period of the contract shall not exceed four (4) years.

#### 9) DELIVERY REQUIREMENTS:

All deliveries shall be made to various DuPage County locations as directed by DuPage County Weatherization staff. Old refrigerators shall be removed from the location by the bidder at no charge to the County. Deliveries shall be Monday through Saturday between the hours of 8:30 a.m. - 4:00 p.m.

Prior to delivery Contractor must give forty-eight (48) hour notice to Weatherization staff.

Miscellaneous items of work and materials necessary to the complete performance of the work shall be provided whether or not mentioned in the Specifications. They may include but are not limited to:

- Delivery and installation of new refrigerator, freezer, gas range, or electric range
- Level the unit to ensure proper operation
- Ensure that door hinges are on the appropriate side
- Instruct the customer on appliance operation
- Delivery warranties and operating manuals to the customer
- Set temperature controls appropriately
- Remove all packing materials from the client's home
- Remove the old appliance from the client's home
- Properly dispose of all replaced appliances.

10) **DISPOSAL REQUIREMENTS:** All refrigerators or freezers that are replaced must be removed from clients' homes upon delivery of the replacement units and properly disposed of in accordance with The Clean Air Act, USC Title 42, Section 7671g. This Act makes it unlawful for any person to dispose of refrigerants in a manner in which they will be allowed to enter the environment. All refrigerators or freezers removed from clients' homes must be taken to a recycling facility. Contractors must obtain a certificate or receipt indicating the appliance has been accepted by the recycling facility. Contact the Weatherization Agency regarding nearest recycling facility or process. Refrigerators removed from clients' homes may not be sold, given away or returned to service in any manner. Please Note: An Appliance Decommissioning Certificate is acceptable in lieu of a Recycling Facility Certificate

11) **CONTRACTOR DATA PRIVACY POLICY:** The DuPage County Community Services Weatherization Program expects and requires that their contractors respect the privacy of the DCCSWP's respective clients, customers, employees, and other independent contractors and subcontractors (individually or collectively, the "Clients"), and that the DCCSWP's contractors take seriously their respective responsibilities regarding the security of information held on data subjects which in any way concerns or relates to the DCCSWP, the Clients, or any of them. This Data Privacy Policy has been created to generally describe the way in which the DCCSWP requires that their contractors strictly comply with and adhere to this Contractor Data Privacy Policy.

This Privacy Policy applies to all the DCCWSP contractors (individually or collectively, the "Contractors" and to the Contractors' respective employees, shareholders, members, partners, directors, governors, representatives, agents, subcontractors, independent contractors, vendors and suppliers (those last twelve categories, collectively, the "Employees").

The Contractors and their respective Employees shall comply with any and all applicable federal, state, county and municipal laws, statutes, ordinances, codes, orders, executive orders, decrees, rules, regulations, restrictions, directives, contracts and grants documents with regard to all data provided by, regarding or to the Agencies, the Clients, or any of them, this Bid, the subject matter of this Bid, and any and all data created, gathered, generated, used, accessed or acquired with regard to the DCCSWP, the Clients, this Bid, the subject matter of this Bid, or any of them; provided, however, that each Contractor receiving or responding in any manner to this Bid, whether by submitting a Bid, entering into an agreement with the DCCSWP, or otherwise, and who has at any time authorized or requested that any individual, firm, partnership, corporation, limited liability company, other entity, or any third party contacted by the DCCWSP, furnish to the DCCWSP, any information requested by the DCCWSP, for due diligence purposes and with regard to any information provided by the Contractor in any submission, proposal, documentation, response, disclosure or data with regard to the Bid, shall accept and assume any and all liability and responsibility for any and all such furnishing of information by any such third party to the DCCWSP and the Contractor warrants and covenants to indemnify and hold the DCCWSP Clients, and each of them, harmless from any and all liabilities and expenses incurred by the DCCWSP, Clients, or any of them, as a result of any act or omission of the Contractor or Employees with respect to such due diligence.

Contractor and their Employees shall only use personal data of any kind, type or nature which the Contractors, the Employees, or any of them, have collected in relation to the DCCWSP, the Clients, or any of them, where the Contractors and the Employees have the consent of the DCCWSP or the Clients, as applicable, when it is lawful to do so, and only so long as such data are limited to use for matters directly concerning the work performed or to be performed by that Contractor and the Employees, or any of them, for that Client or Clients, as specified in the Contractor's fully-executed agreement with the DCCWSP. No information, whether personal data or otherwise (which information shall include, but not be limited to, access to any Client or DCCWSP real or personal property, Client or DCCWSP contact information or directories, benefit or compensation administration or workforce management, performance management, performance reviews, Client eligibility for the DCCWSP administered or related program, development, training, budgeting, planning, security, security management, transaction process, or financial administration), with regard to any Client or the DCCWSP shall be used by the Contractors, the Employees, or any of them, for any other purpose absent the prior, express, written consent of the Client and the DCCWSP, as applicable.

Contractors and their Employees shall not collect, store, access, disseminate, distribute, publish or otherwise use personal data about any Client or DCCWSP without those parties' respective prior, express, written consent. Only authorized Contractors and their Employees with valid work-related needs may, at the sole and absolute discretion of the applicable Agencies, which discretion may be withheld, delayed or denied, be granted access to such data.

The DCCWSP may update this Privacy Policy from time to time. All material changes to this Privacy Policy shall be disseminated to Contractors (who shall be solely responsible for disseminating such changes to their Employees) through correspondent from the DCCWSP at least thirty (30) calendar days prior to the implementation of any such changes.



This Privacy Policy is divided into the following sections:

- What is Personal Data;
- Transfer of Personal Data;
- Security of Personal Data;
- Rights of a Data Subject to Personal Data Held by Contractors; and
- Enforcement of this Privacy Policy.

**What is Personal Data:** Personal data is any information that allows a specific individual to be identified. The type of personal data which the Agencies may collect include an individual's name, title, address(es), household income, phone number(s), and social security number.

Sensitive personal data is information relating to a data subjects, racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership in a trade union, physical or mental conditions, sexual life, commission or alleged commission of any illegal or criminal act, offense or any proceeding for any offense committed or alleged to have committed by a data subject, the disposal of such proceeding, or the sentence of any court in any such proceeding.

**Transfer of Personal Data:** Contractors shall insure that they shall not under any circumstances transfer to or provide access to their Employees or any third parties with any personal data or sensitive personal data held by the DCCWSP with regard to any Client, absent the prior express written consent of the DCCWSP and that Client, and Contractors and their Employees shall be responsible, on a joint and several basis, for fully and strictly adhering to and complying with this Privacy Policy.

**Security of Personal Data:** Contractors shall maintain in place appropriate technical and security measures necessary to prevent unauthorized or unlawful access to or accidental loss, destruction or damage of any personal data or sensitive personal data with regard to any Client, DCCWSP and shall insure that their Employees receive all relevant training with regard to fulfilling the respective Contractor's requirements and obligations under this Privacy Policy. These measures shall seek to ensure that the appropriate level(s) of security, consistent with this Privacy Policy, are maintained with regard to the use, handling, and processing, and the nature, of the personal data and sensitive personal data to be protected. Securely held personal data and sensitive personal data will only be accessible by authorized members of the Contractors' respective Employees, and each Contractor and its employees shall be responsible, on a joint and several basis, for fully and strictly adhering to and complying with this Privacy Policy. Contractor shall ensure that those Employees of Contractor with access to personal data or sensitive personal data are informed of their responsibility to protect the security of such data and fully and strictly adhering to and complying with this Privacy Policy. Contractors shall insure that their Employees' respective access to such data is controlled through data networks that use technologies such as password protection to restrict access only to authorized users.

**Rights of a Data Subject to Personal Data Held by Contractors:** Contractor will only keep such personal data and sensitive personal data for so long as such data are permitted by law to be kept, and only as directed relevant for the purpose(s) for which such data were collected. During such period of time, any Client or DCCSWP who is such a data subject may in writing contact the applicable Contractor at any time to request any and all information, copies of such data and related documents, or any of them, concerning the personal data, sensitive personal data, or all of them, in Contractor's possession or control, regarding him, her or its Clients, as applicable, all information in the possession, use or control of such Contractor as to the source of such personal data, the purposes for which such data are being used, and all other relevant information, and the Contractor shall provide to such data subject all such data and documents requested and in the possession, use or control of Contractor within ten (10) calendar days following such request. Additionally, any data subject may request in writing that the Contractor correct, update, supplement or delete such personal data held regarding the, together with the basis for such correction, updating, supplementation or deletion, as applicable, and any documentation supporting or regarding any such correction, updating, supplementation or deletion, as applicable. Contractor shall abide by such request(s) to the greatest extent possible, and Contractor shall, in no more than ten (10) calendar days following such request, confirm in writing to such data subject and in sufficient detail the nature and extent of Contractor's addressing such request.

Enforcement of This Privacy Policy: The DCCSWP is responsible for and shall jurisdiction over the enforcement—as determined by the DCCSWP and with regard to any Contractor with the DCCSWP has any relationship pursuant to this Bid, the agreement, or either of them—of this Privacy Policy. If any data subject has a question or enquiry about this Privacy Policy or a complaint about the way any Contractor may have used his, her or its Clients' respective personal data or sensitive personal data, he, she or it should contact the DCCSWP for assistance.

**12) INSPECTIONS:** The County reserves the right to visit and inspect the premises and operation of any Contractor. The Contractor shall be responsible for all goods rejected by County of DuPage and returned to Contractor. The Contractor will initiate damage claims against carrier and/or manufacturers in the event of County of DuPage's non-acceptance. The Contractor shall replace or adjust the cost of all rejected items.

**13) MANUALS:** Contractor shall supply one (1) parts book, one (1) service and repair manuals and one (1) operator's manual with unit at time of delivery.

**14) INVESTIGATION OF BIDDERS:** The County will make such investigations as are necessary to determine the ability of the Contractor to fulfill bid requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and supplies like that included in this bid. It shall be at the sole discretion of the County to reject any bid if it is determined the Contractor does not fully demonstrate its ability to carry out the obligations of the contract.

**15) LITERATURE:** Contractor must supply with their bid the latest printed specifications and advertising literature on the equipment they propose to furnish.

**16) PARTS & MATERIAL:** Any parts or material that may be required due to the services requested under shall be provided at the Contractor's expense. Items that remain as part of the repair, installation or work provided are considered billable parts and material. The County will not pay for "trade consumables" which should be included as overhead in the prices. Any costs for factory support or manufacturer's authorized service will be the obligation of the successful bidder.

**17) PERMITS, FEES, AND NOTICES:** The Awarded Contractor shall secure and pay for all Building Permits and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

**18) PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DUPAGE:** All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand. It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/contract and (3) be returned upon request.

**19) SUBCONTRACTORS:** All subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all wage requirements. The County of DuPage reserves the right to reject any or all subcontractors.

**20) TRAINING:** Contractor will also provide training for new installs on equipment.

**EXTENDED WARRANTY OPTIONS:** Attach additional information, if available, to your bid submittal.

**PAYMENTS:** Separate invoices shall be required for each County of DuPage department participating in the purchase.

**CREDIT MEMOS:** Must be on an original form with date of return, descriptions of items and prices noted.

**QUALITY:** All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

**THIRD PARTY AGREEMENT:** The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

**SECTION 5 – INSURANCE REQUIREMENTS**

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

**The Owner, Engineer and Landowner (if applicable) shall each be named as an additional insured on each of the insurance policies provided by Contractor under the insurance requirements.**

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident & Disease	\$1,000,000
3. *Commercial General Liability	\$2,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$2,000,000
5. *Business Auto Liability	\$1,000,000
* ALSO Required in addition to a Certificate of Insurance 1) An Additional Insured Endorsement as well as endorsements for: 2) Waiver of Subrogation and 3) Insurance is Primary and Non-Contributory to additional insured insurance coverage	

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance
- It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: donna.weidman@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to

the completion of any contract, at least 30 days prior to expiration.

**CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE:** The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

**INSURANCE RATING:** All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:** The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

**NOTICE OF LAWSUIT:** Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

**CHOICE OF LEGAL COUNSEL:** The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

**RIGHTS RETAINED:** Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

## SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS

DuPage County is accepting sealed bids for the Department of Community Services for Appliances for Illinois Home Weatherization Assistance Program for weatherization of approximately 130 homes or fewer. Depending on available funds, for the period of July 1, 2022 through September 30, 2023. All materials and labor must have a bid price. Any bid sheet that does not list a price for material and/or labor shall be deemed non-responsive. All work must be completed by September 30, 2023.

There is no expressed or implied obligation to Agency to reimburse responding bidders for any expenses incurred in preparing bids in response to this request.

**ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM/LIHEAP FURNACE ASSISTANCE PROGRAM:** All vendors must obtain and register their DUNS number on Sam.Gov. All vendors must be in good standing with no disbarment to participate in the DuPage County Weatherization and LIHEAP Furnace Assistance Programs.

This bid is to furnish, deliver and install appliances (Energy Star Refrigerators and Freezers, Gas Ranges) with Proper Disposal for the DuPage County Department of Community Services, located at 421 North County Farm Road, Wheaton, Illinois, 60187.

Replacement Refrigerators and Freezers shall be Energy Star rated. At a minimum, replacement models must meet Federal National Appliance Energy Conservation Act (NAECA) ratings. All replacement refrigerators and freezers must meet the UL-250 standard.

All new replacement appliances must have a fifteen-year expected life. The warranty on all replacement refrigerators must meet or exceed a one-year full warranty on parts and labor and a minimum five-year warranty on the compressor.

Replacement refrigerators should have the following features:

- Freezer on top
- Auto defrost
- Standard shelving
- No ice maker
- No water dispenser
- Reversible doors
- Easy-roll wheels
- Up-front controls

Replacement freezers should have the following features:

- Energy Star Rated

Replacement Ranges should have the following features:

- Electronic Ignition
- Front controls
- Broiler drawer

The contractor shall:

- Deliver and install the new appliance
- Level the unit to ensure proper operation
- Ensure that door hinges are on the appropriate side
- Instruct the customer on appliance operation

- Delivery warranties and operating manuals to the customer
- Set temperature controls appropriately
- Remove all packing materials from the client's home
- Remove the old appliance from the client's home
- Properly dispose of all replaced appliances

All refrigerators or freezers that are replaced must be removed from clients' homes upon delivery of the replacement units and properly disposed of in accordance with The Clean Air Act, USC Title 42, Section 7671g. This Act makes it unlawful for any person to dispose of refrigerants in a manner in which they will be allowed to enter the environment.

All refrigerators or freezers removed from clients' homes must be taken to a recycling facility. Contractors must obtain a certificate or receipt indicating the appliance has been accepted by the recycling facility. Contact the Weatherization Agency regarding nearest recycling facility or process.

Refrigerators or freezers removed from clients' homes may not be sold, given away or returned to service in any manner.

During the evaluation process Agency reserves the right, where it may serve the Agency's best interest to request additional information or clarification from bidders or to allow corrections of errors or omissions.

It is anticipated the selection of successful bidder(s) will be completed by June 28, 2022. Following the selection of successful bidders(s) letters will be sent to all bidders notifying them of the selection. Bidders will have five (5) working days from the date of the notification letter to protest the selection. If no written protest is received within the five (5) days, the selection will be considered final and the award made. The award may be made even if a protest is submitted within the time specified, if Agency believes the protest is without merit.

Any contract arising out of this bid may be canceled by Agency if the contractor fails to perform any of the items specified according to policy and procedural manuals issued by the Office of Energy Assistance Weatherization program. Should the bidder post a performance bond it will be forfeited to the Agency in the event of failure to perform any provision of the agreement. The contractor may cancel the agreement with 30 days written notice. Such will be construed as failure to perform.

<b>REFRIGERATORS</b>
The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit (Energy Star Rated). The Contractor shall only provide Energy Star Rated according to IHWAP standards manual and EPA guidelines. Sizes and quantities are approximate.
15.0-15.9 cubic foot (White/Black, top freezer)
16.0-16.9 cubic foot (White/Black, top freezer)
18.0-18.9 cubic foot (White/Black, top freezer)
20-.0-20.9 cubic foot (White/Black, top freezer)

**FREEZERS**

The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit (Energy Star Rated). The Contractor shall only provide Energy Star Rated according to IHWAP standards manual and EPA guidelines. Sizes and quantities are approximate.

17.0-17.9 cubic foot (white, upright)

20.0-20.9 cubic foot (white, upright)

The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit (Energy Star Rated). The Contractor shall only provide Energy Star Rated according to IHWAP standards manual and EPA guidelines. Sizes and quantities are approximate

10.0-10.9 cubic foot (white chest freezer)

**RANGES**

The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit. Sizes and quantities are approximate.

30" Freestanding (White/Black gas)

The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit. The Contractor shall only provide ranges according to IHWAP standards manual. Sizes and quantities are approximate.

30" Freestanding (White/Black electric)



## TERMS AND CONDITIONS OF CONTRACT

### PART II TERMS AND CONDITIONS COVERING CONTRACTS FOR SERVICE TO DUPAGE COUNTY

In additions to any conditions specified in Part I, of this Contract is subject to all the conditions listed below. Waiver of any of these conditions must be upon the express written approval of any authorized official representative of DuPage County Community Development, (hereinafter referred to as the AGENCY), and such waiver shall be made a part of this Contract.

#### 1. Termination of Contract

##### a. Termination Due to Loss of Funding

This contract shall terminate in full or in part at the discretion of the AGENCY, in the event that the AGENCY, suffers a loss of funding or termination of the state grant through the Department of Commerce and Economic Opportunity which permits it to fund, in full or in part, the AGENCY so that it is unable to make a payment to the Contractor. In the event the AGENCY suffers such a loss of funding in full or in part, the AGENCY shall give the Contractor written notice which shall set for the effective date of full or partial termination.

##### b. Termination of Cause

If the AGENCY determines that the Contractor has failed to comply with the special conditions and/or the general terms and conditions of the Contract, the AGENCY may terminate the contract in whole, or in part, or at any time before the date of completion. The AGENCY shall promptly notify the Contractor in writing of the determination to terminate, the reasons for such termination and the effective date of the termination.

##### c. Termination of Convenience

The AGENCY or the Contractor may terminate the contract in whole, or in part, when the AGENCY and Contractor agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditures of funds. The AGENCY and the Contractor shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Contractor shall not incur new obligations for the terminated portion after the effective date and shall cancel many outstanding obligations as possible. The AGENCY shall allow full credit to the Contractor for the AGENCY share of the noncancellable obligations, properly incurred by the Contractor prior to termination.

#### 2. Suspension

If the Contractor fails to comply with the special conditions of the contract, the AGENCY may, after notice to the Contractor, suspend the contract and withhold further payments or prohibit the Contractor from incurring additional obligations, in accordance with provision one (1) hereof. The AGENCY may determine to allow such necessary and proper costs, which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

#### 3. Changes

The AGENCY may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes which are mutually agreed upon by and between the AGENCY and the Contractor, must be incorporated in written amendments to this Contract.

#### 4. Rules and Regulations Governing this Agreement

The Contractor shall abide by the following acts, Regulations, Handbooks and AGENCY instructions and policy letter, which are available upon request, as all of the foregoing may from time to time be amended or modified.

- a. Department of Commerce and Economic Opportunity – WX State Plan
- b. Department of Commerce and Economic Opportunity – WX Procedure and Technical Assistance Letters
- c. Illinois Administrative Code – Standard Grant Administrative Rules
- d. Programmatic and Administrative Manual Procurement Standards
- e. Civil Rights Act
- f. Fair Labor Standards Act

- g. Equal Employment Opportunity Act (E.O. 11246)
- h. Illinois Minimum Wage Act
- i. Rights to Inventions Made Under a Contract or Agreement
- j. Byrd Anti-Lobbying Amendment (31USC 1352)
- k. Debarment and Suspension (E.O.'s 12549 and 12689)
- l. Metric Conversion Act (15 USC 205)
- m. Resource Conversion and Recovery Acts (40 CFR parts 247-254)
- n. Federal Election Campaign Laws (Hatch Act)
- o. Clean Air Act (42 USC 7401 eq seq)
- p. Contract Work Hours and Safety Standards Act (40 USC 327-333)
- q. Copeland (Anti-Kickback) Act (18 USC 874 and USC 276c)
- r. Intergovernmental Personnel Act
- s. Illinois Child Labor Laws
- t. Illinois Human Rights Act
- u. Federal Management Circular A-110
- v. Illinois Grant Recovery Act
- w. Job Training Partnership Act
- x. Occupational Safety and Health Act
- y. Age Discrimination Act
- z. Section 504 of the Rehabilitation Act
- aa. Illinois Fair Employment Practices Act
- bb. Agency Procurement Policies and Policy Letters

5. Bribery

The Contractor certified that neither he/she nor an officer of his/hers has been convicted of bribery or attempting to bribe an officer or employee of this AGENCY, nor has the Contractor or an officer of his/hers made an admission of guilt of such conduct which is a matter of record.

6. Discrimination

The AGENCY and Contractor shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination in accordance with the Illinois Human Rights Act.

7. Religious Activity

There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this contract.

8. Compliance with Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes the State and local government.

9. Acceptance

The terms and conditions of this Agreement are accepted and entered into by the parties herein named. Both parties agree that the General Terms and Conditions and the Supplemental Terms and Conditions (see attachment) are presented in the original Request for Proposal are included as part of this agreement.

## PART B: SUPPLEMENTAL TERMS AND CONDITIONS

### I. General Information

#### A. Acceptance of Bid / Proposal Content

Acceptance of the bid / proposal of the successful bidder will become contractual obligations if procurement action ensues.

#### B. Certification of Independent Price Determination

By signing this bid/proposal, the bidder/proposer certifies and in the case of a joint bid/proposal each party thereto certifies as to its own organization that in connection with this procurement.

1. The price(s) in this bid/proposal have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder/proposal or any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid/proposal have been knowingly disclosed by the bidder/proposer and will not be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement directly or indirectly to any bidder/proposer or any competitor.
3. No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not submit a bid/proposal for the purpose of restricting competition.
4. Each person signing this bid/proposal certifies that they are the person in the bidder's/proposer's organization responsible for the decision as to the prices being offered herein and that they have not participated and will not participate in any action contrary to "B.1 through B.3" above.

### II. Illustration Work Specifications

#### Certification of Independent Price Determination:

By signing is bid/proposal, the bidder/proposer certifies and in the case of a joint bid/proposal each party therein certifies as to its own organization that regarding this procurement; The *price(s)* in this bid/proposal have been arrived at independently without consultation, communication or agreement or the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.

Unless otherwise required by law, the *prices* which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not be disclosed by the bidder/proposer not be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement directly or indirectly to any other bidder/proposer or to any competitor.

No attempt has been made or will be made by bidder/proposer to induce any other person or firm to submit or not submit bid/proposal for the purpose of restricting competition.

Each person signing this bid proposal certifies that He/She is the person in the bidder's/*proposer's* organization responsible for the decision as to the prices being offered herein and that he/she not participated and will not participate in any action contrary to above.

Cf R > Title 10 > Chapter II > Subchapter D > Part 440 > Appendix A\_to\_parL440 10 CFR Appendix A to Part 440, Standards for Weatherization Materials CFR Authorities (U.S. Cod e) Appendix A to Part 440 - Standards for Weatherization Materials the Following Government standards are produced by the Consumer Product Safety Commission and are published in title 16, Code of Federal Regulations: Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs Insulation - organic fiber - conformance to Interim Safety Standard In 16 CFR part 1209;

Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use - Attic Floor - Insulation Materials Intended for exposed use in attic floors shall meet the same flammability requirements given for cellulose Insulation In 16 CFR part 1209;

Enclosed spaces - insulation materials Intended for use within enclosed stud or joist spaces shall meet the smoldering combustion requirements in 16 CFR part 1209,

The following standards which are not otherwise set forth in part 440 are Incorporated by reference and made a part of part 440. The following standards have been approved for Incorporation by reference by the Director of the Federal Register In accordance with U.S.C. 552(a) and 1 1 CFR part 51. These materials are Incorporated as they exist on April 5, 1993, and a notice of any change in these materials will be published In the Federal Registrar. The standards Incorporated by reference are available for Inspection at the National Archives and Records Administration (NARA). For Information on the availability of this material at NARA, call 202-741-6030, or go to: [http://www.archives.gov/federal-register/code-of-federal-regulations/lbr\\_locations.html](http://www.archives.gov/federal-register/code-of-federal-regulations/lbr_locations.html).

The standards Incorporated by reference in part 440 can be obtained from the following sources:

Air Conditioning and Refrigeration Institute, 1501 Wilson Blvd., Arlington, VA 22209, (703) 524-8800.

American Gas Association, 1515 Wilson Blvd., Arlington, VA 22209; (703) 841-8400, American National Standards Institute, Inc., 1430 Broadway, New York, NY 10018; (212) 642-4900.

American Society of Mechanical Engineers, United Engineering Center, 345 East 47th Street, New York, NY 10017; (212) 705-7800.

American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103; (215) 299-5400.

American Architectural Manufacturers Association, 1540 East Dundee Road, Palatine, IL 60067; (708) 202-1350.

Federal Specifications, General Services Administration, Specifications Section, Room 6654, 7th and D Streets, SW, Washington, DC 20407; (202) 708-5082.

Gas Appliance Manufacturers Association, 1901 Moore St., Arlington, VA 22209; (703) 525-9565.

National Electrical Manufacturers Association, 2101 L Street, NW, Suite 300, Washington, DC 20037; (202) 457-8400.

**SECTION 7 - BID FORM PRICING**

NO	ITEM	UOM	QTY	MODEL#	PRICE	EXTENDED PRICE
<b>Refrigerator (Energy Star Rated)</b>						
1	15.0 - 15.9 cubic foot (White/Black, Top Freezer)	EA	4	GTE17GT NRWH	\$ 1,349.00	\$ 5,396.00
2	16.0 - 16.9 cubic foot (White/Black, Top Freezer)	EA	6	GTE17GT NRWH	\$ 1,349.00	\$ 8,094.00
3	18.0 - 18.9 cubic foot (White/Black, Top Freezer)	EA	10	Frigidaire FFHT1814 WB	\$ 1,298.00	\$ 12,980.00
4	20.0 - 20.9 cubic foot (White/Black, Top Freezer)	EA	14	Frigidaire FFHT2045 VW	\$ 1,581.00	\$ 22,134.00
<b>Upright Freezer (Energy Star Rated)</b>						
5	17.0 - 17.9 cubic foot (White, upright)	EA	3	GE 17.3 cu ft FUF17DLRWW	\$ 1,382.00	\$ 4,146.00
6	20.0 - 20.9 cubic foot (White, Upright)	EA	3	GE 21.3 cu ft FUF21DLRWW	\$ 1,613.00	\$ 4,839.00
<b>Chest Freezer (Energy Star Rated)</b>						
7	10.0 - 10.9 cubic foot (White)	EA	3	Frigidaire FFCS0922AW	\$ 727.00	\$ 2,181.00
<b>Gas Range</b>						
8	30" Freestanding (White/Black)	EA	5	GE JGBS60DEKWW	\$ 1,055.00	\$ 5,275.00
<b>Electric Range</b>						
9	30" Freestanding (White/Black)	EA	2	GE JBB45DKWW	\$ 1,161.00	\$ 2,322.00
<b>GRAND TOTAL</b>						<b>\$ 67,367.00</b>
<b>GRAND TOTAL</b> (In words)	<b>SIXTY SEVEN THOUSAND THREE HUNDRED SIXTY SEVEN</b> <b>00/100 -</b>					

NOTES: ITEM #1 - NOT AVAILABLE IN THIS SIZE. WE ARE QUOTING SAME AS ITEM #2.

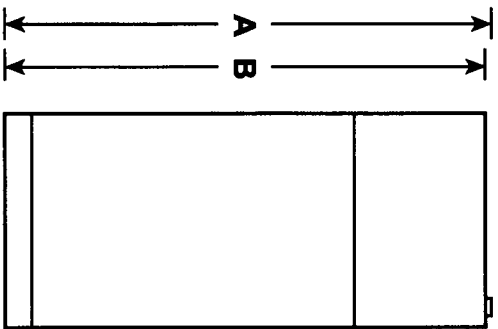
ITEM #7 - THIS ITEM IS NOT E-STAR

# GTE17GTN/GSN

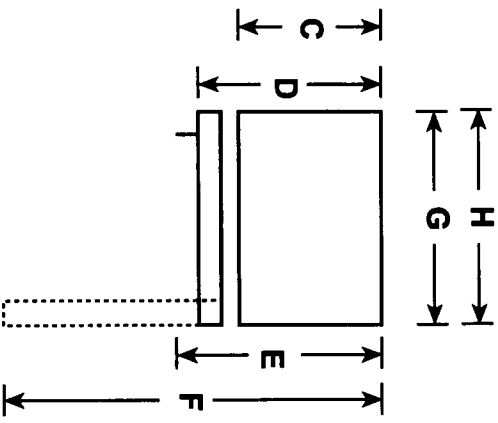
GE® ENERGY STAR® 16.6 Cu. Ft. Top-Freezer Refrigerator

## DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

OVERALL DIMENSIONS	
Height to top of hinge (in.) A	64-3/4
Height to top of case (in.) B	64-1/4
Case depth without door (in.) C	26-3/4
Case depth less door handle (in.) D	30-1/2
Case depth with door handle (in.) E	32-5/8
Depth with fresh food door open 90° (in.) F	57
Width (in.) G	28
Width with door open 90° with door handle (in.) H	30-5/8
Each side (in.)	3/4
Top (in.)	1
Back (in.)	1



FRONT VIEW



TOP VIEW



For answers to your Monogram, GE® Café™ Series, GE Profile™ Series or GE Appliances product questions, visit our website at [geappliances.com](http://geappliances.com) or call GE Answer Center® Service, 800.626.2000.



As an ENERGY STAR® partner, GE has determined that this product meets the ENERGY STAR guidelines for energy efficiency.

UNE 1 + 2

# GTE17GTN/GSN

## GE® ENERGY STAR® 16.6 Cu. Ft. Top-Freezer Refrigerator

### FEATURES AND BENEFITS

#1 in Quality and Dependability – Among 14-18 cu. ft. refrigerators based on an independent study of property maintenance personnel.

Source: The Stevenson Company, 2016—Market research company with over 20 years of experience in the appliance industry

LED lighting – Find all your favorite foods under natural-looking light

Edge-to-edge glass shelves – Enjoy a polished look and easy-access cleaning with edge-to-edge shelves that extend the full width of the refrigerator

Sliding deli drawer – Enjoy greater flexibility in your fridge and easily create more space for tall items with an innovative drawer that can be positioned wherever you prefer

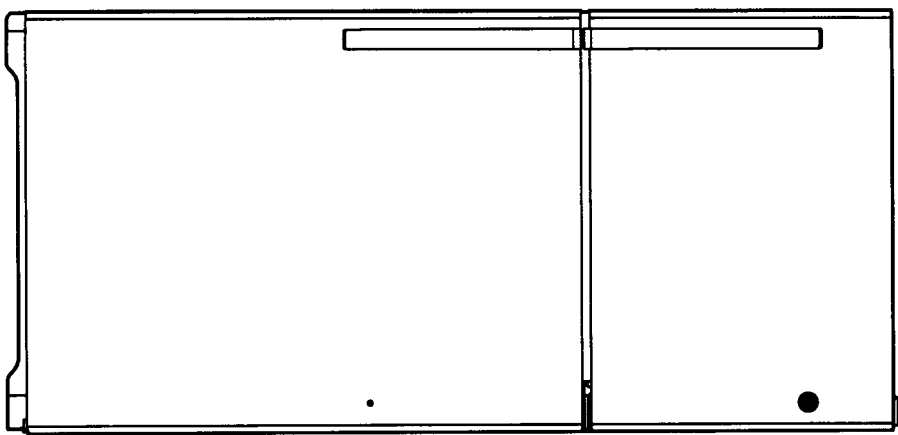
Adjustable wire freezer shelf – Easily adjusts between two positions to accommodate items of all shapes and sizes

Upfront temperature controls – Easy-to-use controls regulate both fresh food and freezer sections

Model GTE17GTNRRWW – White

Model GTE17GTNRRBB – Black

Model GTE17GSNRRSS – Stainless steel



**ADA**  
COMPLIANT

**UFAS**  
COMPLIANT



As an ENERGY STAR® partner, GE has determined that this product meets the ENERGY STAR guidelines for energy efficiency.







## Top Freezer Refrigerator

18.3 Cu. Ft. Top Freezer Refrigerator

FFHT1814WW, FFHT1814WB

Available Colors : White, Black

Version : 11/21

### Refrigerator

Air Filter Ready	Yes
Crisper Color	Clear
Door Bin Color	White
Interior Lighting	LED
Shelf Material	Wire
Number of Adjustable Gallon Door Bins	1
Number of Fixed 2 Liter Door Bins	2
Number of Adjustable Shelves	2
Number of Crispers	2

### Freezer

Automatic Defrost	Yes
Door Bin Color	White
Shelf Material	Glass
Number of Fixed Door Bins	2
Number of Adjustable Shelves	1

### Ice Maker

Ice Maker Ready	Yes
-----------------	-----

### Controls

Control Location	Top Center of Fresh Food
------------------	--------------------------

### Exterior

Door Finish	Textured
Door Swing	Reversible

### Dimensions and Volume

Height With Hinge	66 3/8"
Height Without Hinge	65 7/8"
Width	30"
Width of Cabinet	30"
Depth of Cabinet	26 5/8"
Depth With Door	30 3/8"
Depth With Door 90° Open	57"

Depth With Door and Handle	30 3/8"
Freezer Capacity	4.9 Cu. Ft.
Fresh Food Capacity	13.4 Cu. Ft.
Total Capacity	18.3 Cu. Ft.

### Electrical Specifications

Amps @ 120 Volts	3 Amps
Minimum Circuit Required	15 Amps

### General Specifications

Annual Energy	369 kWh
Refrigerant Type	R-600A
Warranty - Labor	1 Year
Warranty - Parts	1 Year

### Certifications and Approvals

ADA Compliant	Yes
---------------	-----

### Performance Certifications and Approvals

ENERGY STAR Certified	Yes
-----------------------	-----

### Safety Certifications and Approvals

UL Listed	Yes
-----------	-----

Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes.

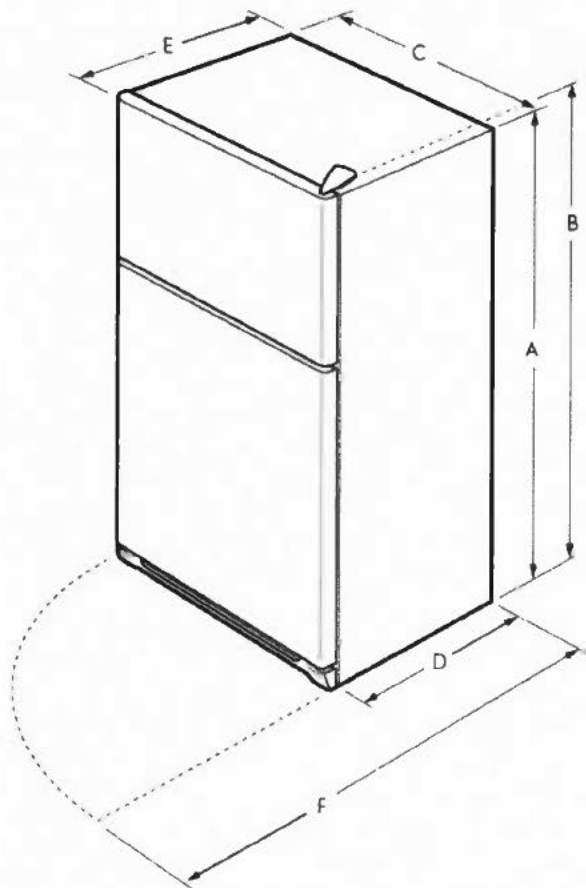
Refer to Product Installation Guide for detailed installation instructions on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca)

Specifications subject to change. Accessories information available on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca)

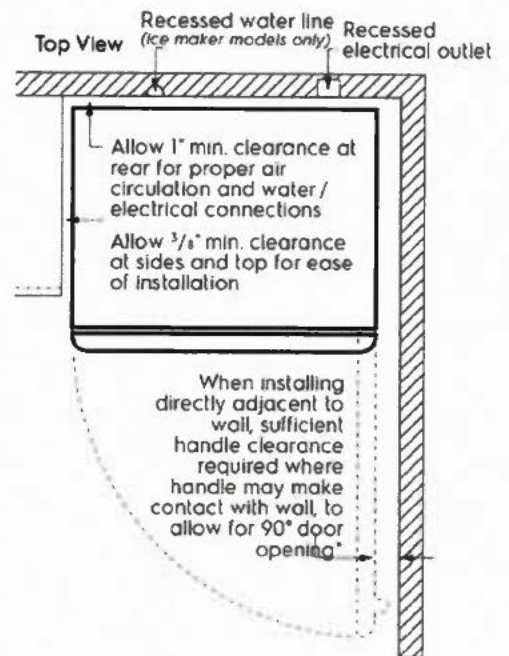
18.3 Cu. Ft. Top Freezer Refrigerator

FFHT1814WW, FFHT1814WB

Version : 11/21



A	65 <sup>7</sup> / <sub>8</sub> "
B	66 <sup>3</sup> / <sub>8</sub> "
C	30"
D	26 <sup>5</sup> / <sub>8</sub> "
E	30 <sup>3</sup> / <sub>8</sub> "
F	57"



\* When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. (Absolute 3' minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)

Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes.

Refer to Product Installation Guide for detailed installation instructions on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca)

Specifications subject to change. Accessories information available on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca)

LINE 4



## Top Freezer Refrigerator

20.0 Cu. Ft. Top Freezer Refrigerator

FFHT2045VS, FFHT2045VW, FFHT2045VB,  
FFHT2045VD

Available Colors : Stainless Steel, White, Black,  
Black Stainless Steel

Version : 11/21

Total Capacity 20 Cu. Ft.

### Electrical Specifications

Minimum Circuit Required 15 Amps

### General Specifications

Annual Energy 385 kWh

Refrigerant Type R-600A

Warranty - Labor 1 Year

Warranty - Parts 1 Year

### Certifications and Approvals

ADA Compliant Yes

### Performance Certifications and Approvals

ENERGY STAR Certified Yes

### Safety Certifications and Approvals

UL Listed Yes

### Refrigerator

Air Filter Ready	Yes
Crisper Color	Clear
Door Bin Color	Clear
Humidity Controls	Automatic
Interior Lighting	LED
Shelf Material	Glass
Number of Fixed Gallon Door Bins	3
Number of Adjustable Shelves	2
Number of Crispers	2

### Freezer

Automatic Defrost	Yes
Baskets / Bins Color	Clear
Shelf Material	Glass
Number of Fixed Door Bins	2
Number of Adjustable Shelves	1

### Ice Maker

Ice Maker	No
Ice Maker Ready	Yes

### Controls

Digital Display	No
-----------------	----

### Dimensions and Volume

Height With Hinge	66 3/8"
Height Without Hinge	65 7/8"
Width	30"
Width of Cabinet	30"
Depth of Cabinet	28 1/4"
Depth With Door	32"
Depth With Door 90° Open	58 5/8"
Depth With Door and Handle	32"
Freezer Capacity	5.4 Cu. Ft.
Fresh Food Capacity	14.6 Cu. Ft.

Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes.

Refer to Product Installation Guide for detailed installation instructions on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca)

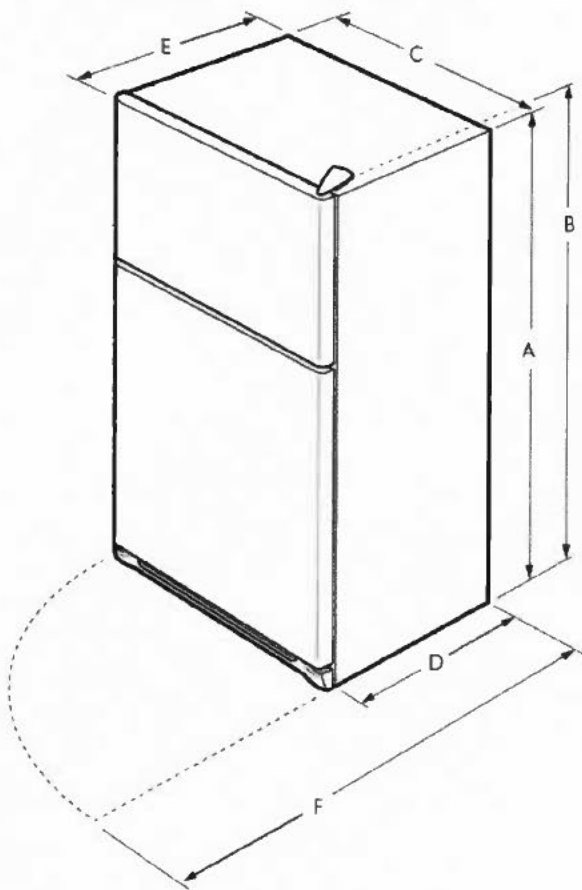
Specifications subject to change. Accessories information available on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca)

LINE 4

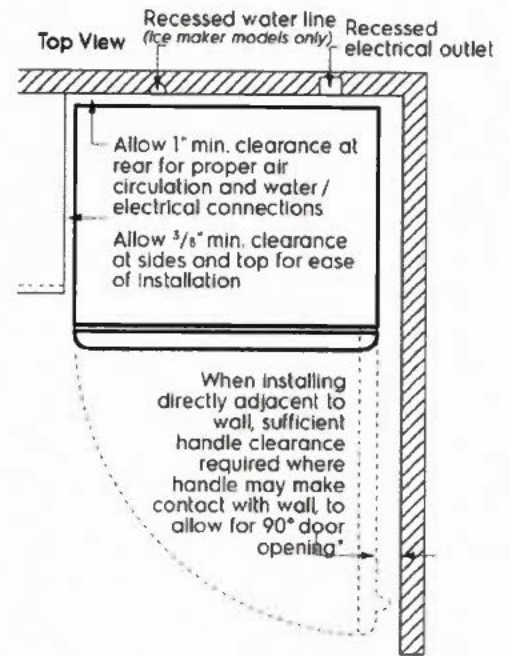
20.0 Cu. Ft. Top Freezer Refrigerator

FFHT2045VS, FFHT2045VW, FFHT2045VB,  
FFHT2045VD

Version : 11/21



A	65 <sup>7</sup> / <sub>8</sub> "
B	66 <sup>3</sup> / <sub>8</sub> "
C	30"
D	28 <sup>1</sup> / <sub>2</sub> "
E	32"
F	58 <sup>5</sup> / <sub>8</sub> "



\* When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. (Absolute 3" minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)

Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes.

Refer to Product Installation Guide for detailed installation instructions on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca)

Specifications subject to change. Accessories information available on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca)

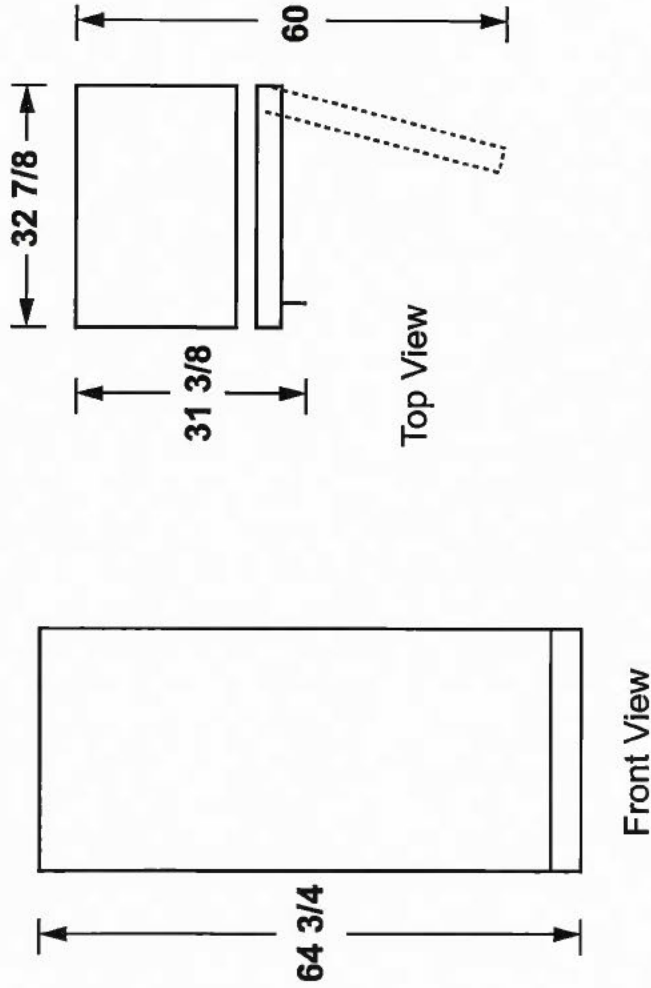
LINE 5

# FUF17DLR

GE® 17.3 Cu. Ft. Capacity Frost-Free Upright Freezer

## DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

AIR CLEARANCE	
Each side (in.)	3
Top (in.)	3
Back (in.)	3



For answers to your Monogram, GE Café™ Series, GE Profile™ Series or GE Appliances product questions, visit our website at [geappliances.com](http://geappliances.com) or call GE Answer Center® Service, 800.626.2000.



# FUF17DLR

## GE® 17.3 Cu. Ft. Capacity Frost-Free Upright Freezer

### FEATURES AND BENEFITS

ENERGY STAR® qualified

LED interior lighting – Automatically illuminates when door is open

Lock with key – Allows you to protect your valuable food items from unintentional entry

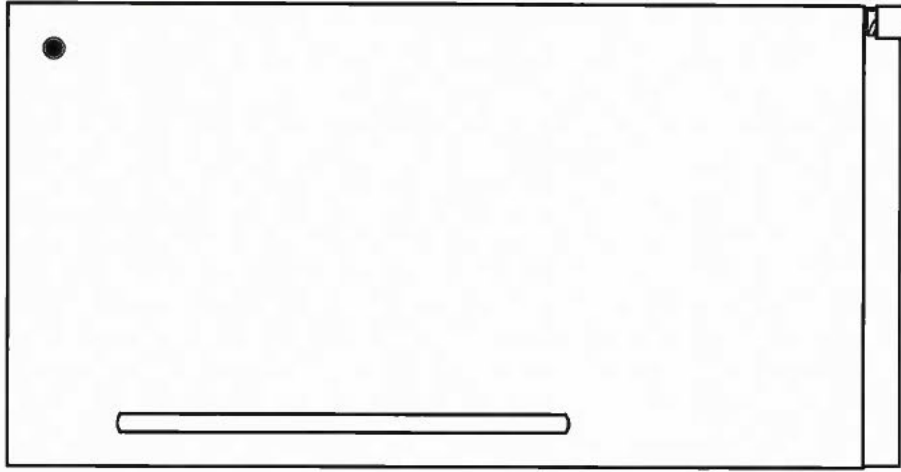
Exterior electronic temperature control – Easy adjust the temperature and avoid releasing cold air by opening the door

4 glass, 2 adjustable freezer shelves

4 full-width clear freezer door bins

3 clear freezer drawers

Model FUF17DLRWW – White



For answers to your Monogram, GE Café™ Series, GE Profile™ Series or GE Appliances product questions, visit our website at [geappliances.com](http://geappliances.com) or call GE Answer Center® Service, 800.626.2000.

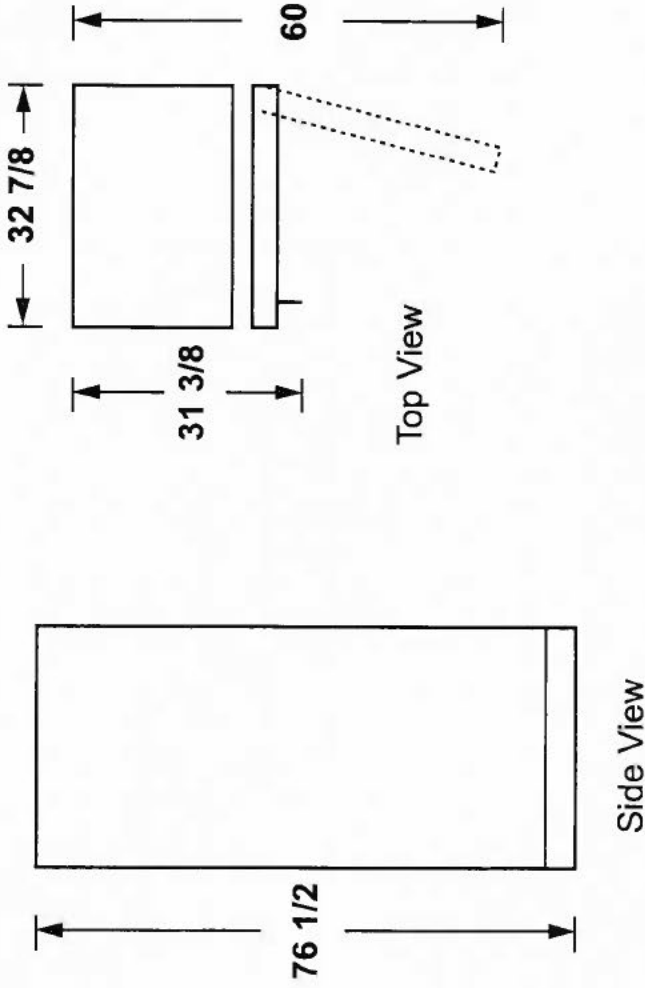


# FUF21DLR

GE® 21.3 Cu. Ft. Capacity Frost-Free Upright Freezer

## DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

AIR CLEARANCE	
Each side (in.)	3
Top (in.)	3
Back (in.)	3



For answers to your Monogram, GE Café™ Series, GE Profile™ Series or GE Appliances product questions, visit our website at [geappliances.com](http://geappliances.com) or call GE Answer Center® Service, 800.626.2000.

LINE 6

# FUF21DLR

## GE® 21.3 Cu. Ft. Capacity Frost-Free Upright Freezer

### FEATURES AND BENEFITS

ENERGY STAR® qualified

LED interior lighting - Automatically illuminates when door is open

Lock with key - Allows you to protect your valuable food items from unintentional entry

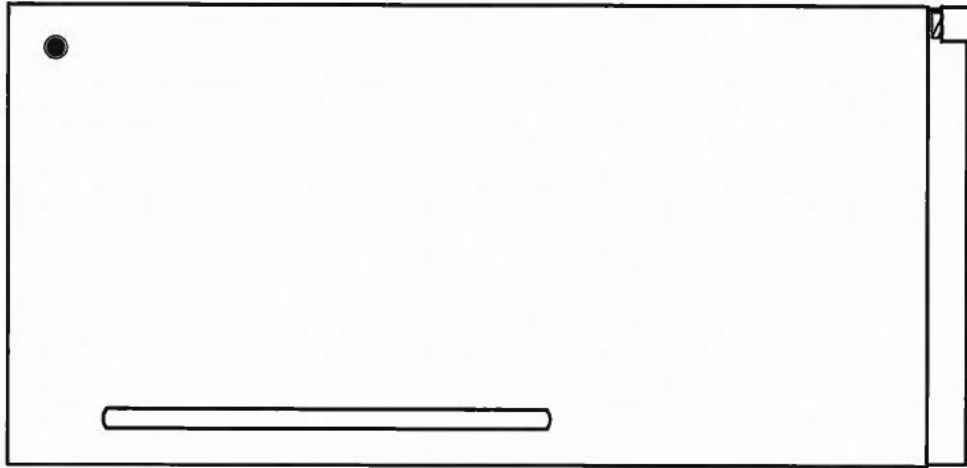
Exterior electronic temperature control - Easy adjust the temperature and avoid releasing cold air by opening the door

4 glass, 2 adjustable freezer shelves

4 full-width clear freezer door bins

3 clear freezer drawers

Model FUF21DLRWW - White



For answers to your Monogram, GE Café™ Series, GE Profile™ Series or GE Appliances product questions, visit our website at [geappliances.com](http://geappliances.com) or call GE Answer Center® Service, 800.626.2000.



LINE 7

# FRIGIDAIRE

**FFCS0922AW**

**Available Colors : White**

**Version : 06/20**

**Chest Freezer**

**8.7 Cu. Ft. Chest Freezer**



## Product Specifications

### Certifications & Approvals

CSA Listed	Yes
------------	-----

### Freezer

Baskets / Bins Color	Wire
Interior Lighting	LED light
Manual Defrost	Yes
Number of Baskets / Bins	1

### Controls

Control Location	Front bottom right
Control Type	Mechanical
Power On/Off	Yes

### Electrical Specifications

Minimum Circuit Required (Amps)	15
Power Cord Location	Rear bottom right

### General Specifications

Leveling Legs	Yes
Prop 65 Label	Yes
Refrigerant Type	R600

### Dimensions and Volume

Depth With Door	24 3/8"
Height With Lid	33 3/8"
Shipping Weight (lbs)	84
Total Capacity (Cu. Ft.)	8.7
Width	37 5/8"

NOT ENERGY STAR

Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes. Refer to Product Installation Guide for detailed installation instructions on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca). Specifications subject to change. Accessories information available on the web at [frigidaire.com](http://frigidaire.com) / [frigidaire.ca](http://frigidaire.ca)

LINE 8

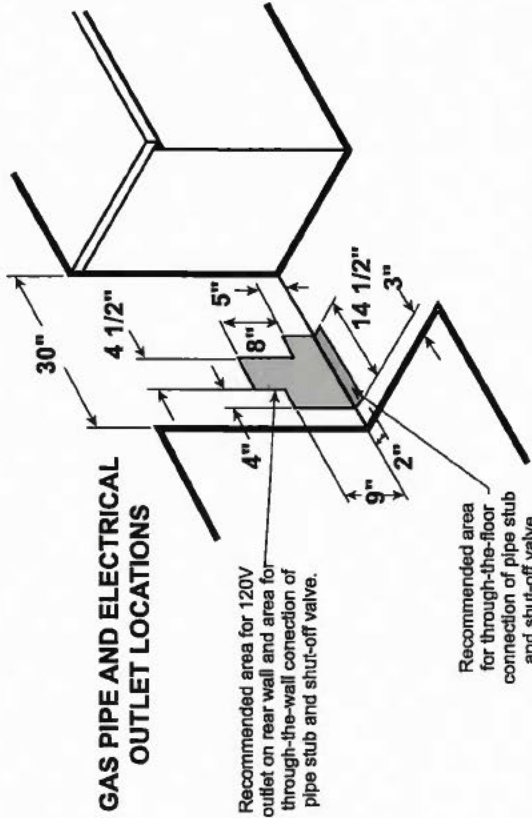
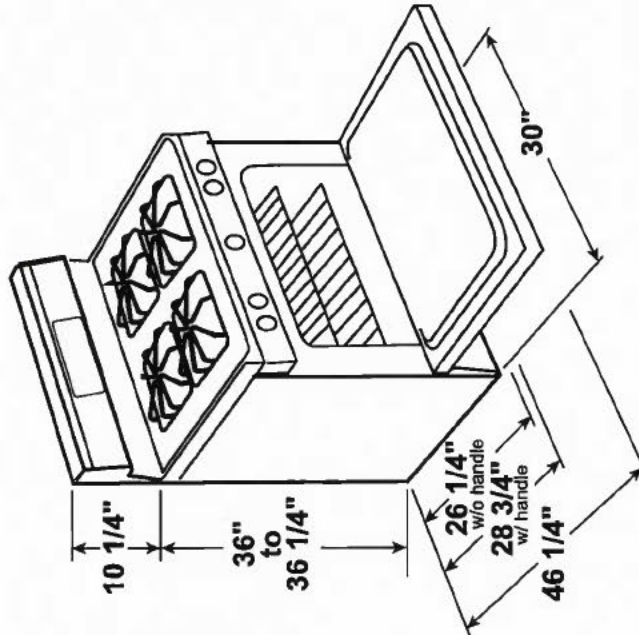
# JGBS60DEK

## GE® 30" Free-Standing Gas Range

### DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

**ELECTRICAL RATING:** 120V, 60Hz, 15A

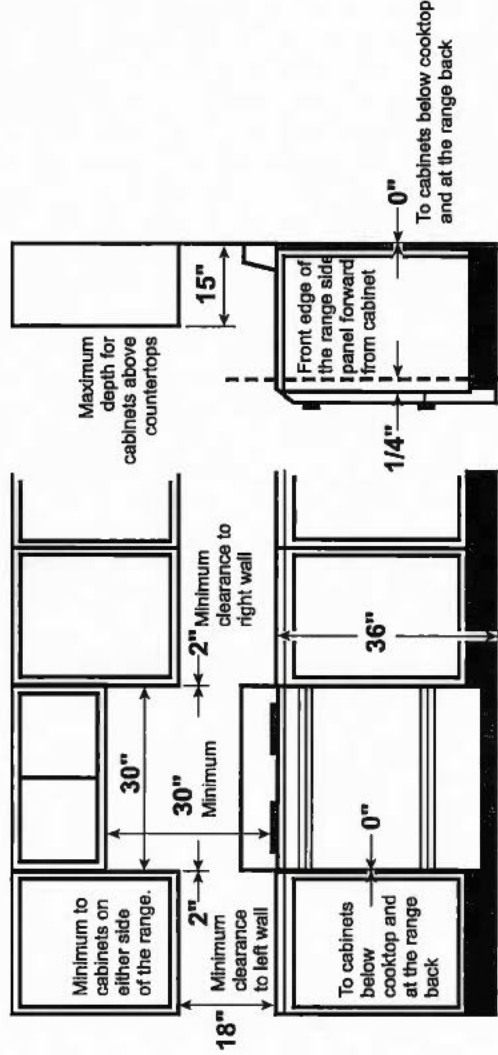
**INSTALLATION INFORMATION:** Before installing, consult installation instructions packed with product for current dimensional data.



**GAS PIPE AND ELECTRICAL OUTLET LOCATIONS**

Recommended area for 120V outlet on rear wall and area for through-the-wall connection of pipe stub and shut-off valve.

Recommended area for through-the-floor connection of pipe stub and shut-off valve.



Maximum depth for cabinets above countertops

Minimum to cabinets on either side of the range.

Minimum clearance to left wall

To cabinets below cooktop and at the range back



For answers to your Monogram, GE Café™, GE Profile™ or GE Appliances product questions, visit our website at [geappliances.com](http://geappliances.com) or call GE Answer Center® Service, 800.626.2000.



All GE Appliances ranges are equipped with an Anti-Tip device. The installation of this device is an important, required step in the installation of the range.

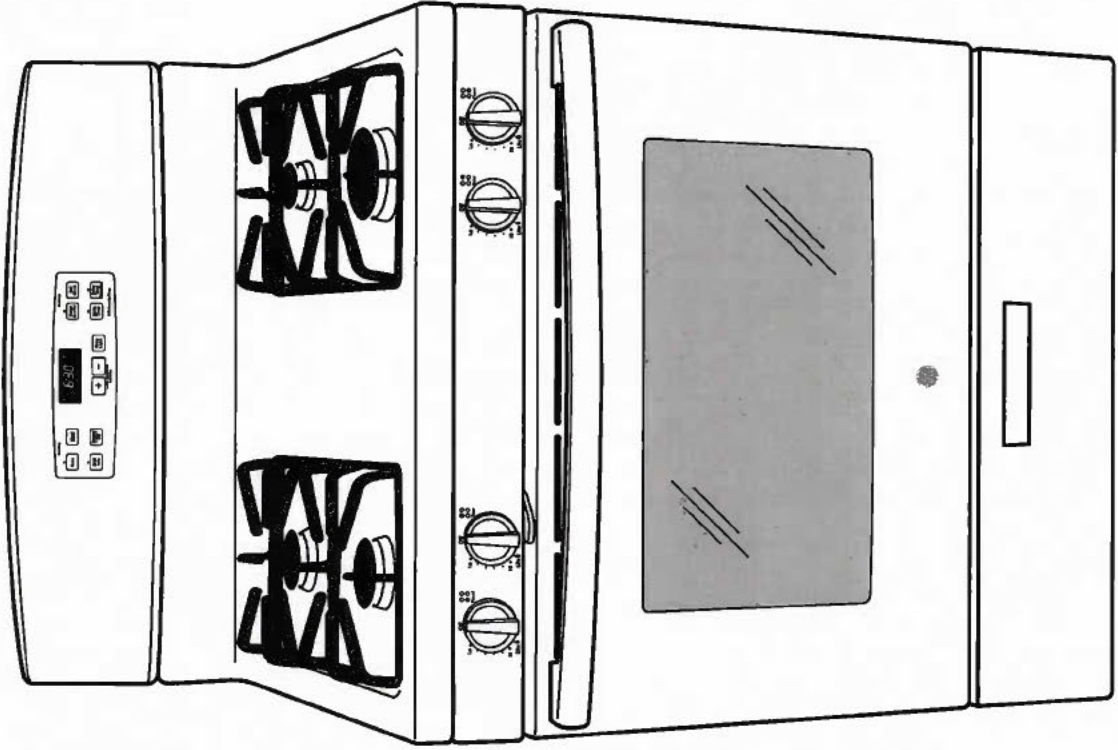
LINE 8

# JGBS60DEK

## GE® 30" Free-Standing Gas Range

### FEATURES AND BENEFITS

- 13,000 BTU burner - Delivers a wide range of heat output ideal for most cooking requirements
- Precise Simmer burner - Delicate foods don't burn with low, even heat
- Sealed cooktop burners - Contain spills and make cleaning quick and easy
- Black matte steel grates - Enjoy a high-end look with a durable, matte coating
- Standard clean oven - Smooth surface makes cleaning by hand easier
- 4.8 cu. ft. oven capacity - Enough room to cook an entire meal at once
- Flexible broiling - Use any sized pan under the broiler for maximum broil flexibility
- Sabbath Mode
- Model JGBS60DEKBB - Black on black
- Model JGBS60DEKWW - White on white
- Model JGBS60DEKCC - Bisque on bisque



# JB645DK

## GE® Series 30" Free-Standing Electric Range

### DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

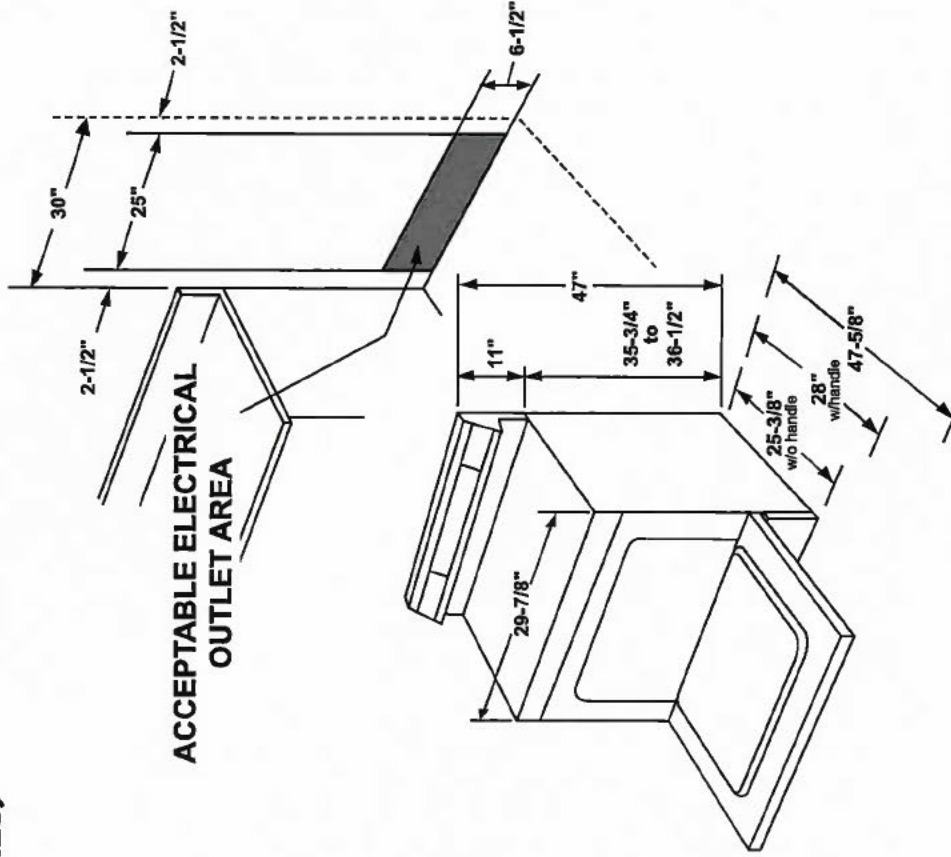
**RECEPTACLE LOCATIONS:** Locally approved flexible service cord or conduit must be used because terminals are not accessible after range installation. See shaded area in drawing for location of electrical outlet box. Recommended outlet locations allow range to be installed directly against wall.

**NOTE:** This appliance has been approved for 0" spacing to adjacent surfaces above the cooktop. However, a 6" minimum spacing to surfaces less than 15" above the cooktop and adjacent cabinet is recommended to reduce exposure to steam, grease splatter and heat.

**INSTALLATION INFORMATION:** Before installing, consult installation instructions for current dimensional data and additional requirements.

KW RATING	
240V	12.1
208V	9.1
BREAKER SIZE	
240V	40 Amps†
208V	40 Amps†

†NOTE: Check local codes for required breaker size.



All GE Appliances ranges are equipped with an Anti-Tip device. The installation of this device is an important, required step in the installation of the range.



Listed by Underwriters Laboratories

For answers to your Monogram, GE Café™, GE Profile™ or GE Appliances product questions, visit our website at [geappliances.com](http://geappliances.com) or call GE Answer Center® Service, 800.626.2000.

LINE 9

# **JB645DK** *GE® Series 30" Free-Standing Electric Range*

## **FEATURES AND BENEFITS**

Two 9"/6" Power Boil elements – Two powerful elements boil water 25% faster than standard GE elements and adjust to fit cookware

Self-clean oven – Cleans the oven cavity without the need for scrubbing

Dual-element Bake – Upper and lower elements produce even heat and great results

Ceramic glass cooktop – Smooth cooktop easily wipes clean

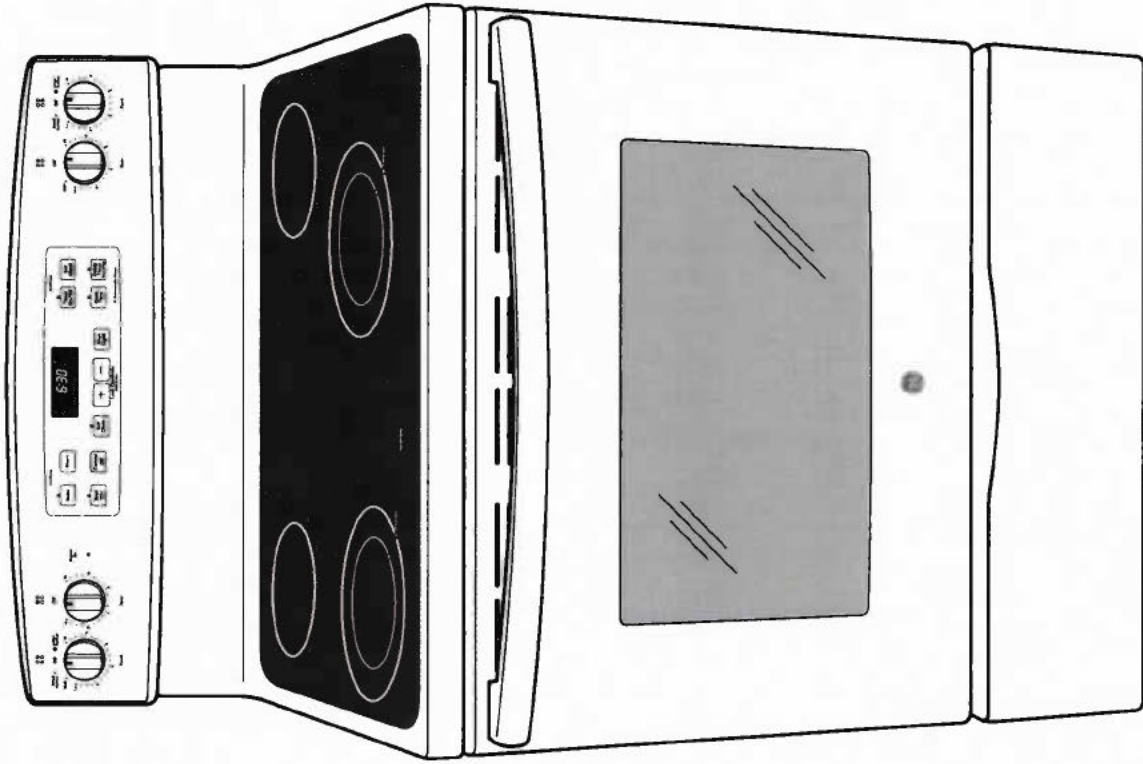
Removable full-width storage drawer – Store cookware or kitchen accessories

5.3 cu. ft. oven capacity – Enough room to cook an entire meal at once

Sabbath Mode

Model JB645DKBB – Black on black

Model JB645DKWW – White on white



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.

Signature on File

X

(Signature and Title)

General Manager

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 2nd day of June AD, 2022  
Signature on File

(Notary Public) My Commission Expires: 2/15/2026

\*\*\*\*\*  
"OFFICIAL SEAL"  
MICHELLE POWER  
Notary Public, State of Illinois  
My Commission Expires 02/15/2026  
\*\*\*\*\*

SEAL

**SECTION 9 - REQUIRED FORMS TO BE SUBMITTED  
BID FORM**

**APPLIANCES FOR ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM 22-065-CS**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	CHICAGO UNITED INDUSTRIES, LTD.		
Main Business Address	505 N. LAKE SHORE DRIVE, SUITE 205		
City, State, Zip Code	CHICAGO, ILLINOIS 60611		
Telephone Number	312-786-1471	Email Address	gjame@cuithd.com
Bid Contact Person	LUCK MASSARELLA		

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

\_\_\_\_\_  
Signature on File (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. 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.

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

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

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

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

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

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

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Chicago United Industries	NAME	Chicago United Industries, Ltd
CONTACT	NICK MASSARELLA	CONTACT	NICK MASSARELLA
ADDRESS	505 N. Lake Shore Dr., Suite 205	ADDRESS	505 N. Lake Shore Dr., Suite 205
CITY ST ZIP	CHICAGO, IL 60611	CITY ST ZIP	CHICAGO, IL 60611
TX		TX	
FX		FX	
EMAIL	njm@cuihd.com	EMAIL	njm@cuihd.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Community Service 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6469 EMAIL: david.watkins@dupageco.org	

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



W-9 FORM

Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above  
**CHICAGO UNITED INDUSTRIES, LTD.**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership): \_\_\_\_\_

Other (see instructions): \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any): \_\_\_\_\_

Exemption from FATCA reporting code (if any): \_\_\_\_\_

5 Address (number, street, and apt. or suite no.) See instructions  
**505 N. Lake Shore Dr., Suite 205**

6 City, state, and ZIP code  
**CHICAGO, ILLINOIS 60611**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
 [ ] - [ ] - [ ]

or  
 Employer identification number  
**34-3453915**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here  
 Signature of U.S. person: \_\_\_\_\_  
 Signature on File: \_\_\_\_\_  
 Date: **6/2/22**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income: prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest); 1098-E (student loan interest); 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## VENDOR ETHICS DISCLOSURE



### 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: 6/2/22

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

Company Name: <u>Chicago United Industries</u>	Company Contact: <u>NICK MASSARELLA</u>
Contact Phone: <u>312-786-1471</u>	Contact Email: <u>njm@cwiftd.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name

Title

Date

GABRIELA JAIMÉ  
GENERAL MANAGER  
6/2/22

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

**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) weatherization 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 weatherization 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 Services Weatherization Program.

Signature on File

Contractor's Signature

6/2/22

Date

GABRIELA JAIME

Print Name

**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 COUNTY FARM ROAD
	WHEATON, IL 60187
	* APPLIANCES (WEATHERIZATION PROGRAM)
CONTACT PERSON:	DEBBI ASH
TELEPHONE NUMBER:	630-407-6166

COMPANY NAME:	CITY OF CHICAGO
ADDRESS:	121 N. LaSalle, Room 806
	CHICAGO, IL 60602
	* HOUSEHOLD AND COMMERCIAL APPLIANCES
CONTACT PERSON:	AMANDA GOOCH
TELEPHONE NUMBER:	312-744-2941

COMPANY NAME:	METRA
ADDRESS:	547 W. JACKSON Blvd
	CHICAGO, IL 60661
	* WINDOW AIR CONDITIONERS
CONTACT PERSON:	URBANO DAMIAN
TELEPHONE NUMBER:	312-322-6662

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
WEATHERIZATION PROGRAM  
AGREEMENT TO ATTEND WEATHERIZATION TRAININGS

I agree to attend or send a representative to any and all training mandated by the State of Illinois Weatherization program.

Signature on File

  
Signature



Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
WEATHERIZATION PROGRAM  
CERTIFICATION REGARDING WEATHERIZATION MATERIALS**

I, the undersigned, certify that:

1. All weatherization materials supplied for the duration of this contract beginning July 1, 2022 and ending September 30, 2023 (and any extensions thereto) meet all federal standards as specified in Appendix A of 10 CFR 440.
2. I understand that supplying materials that DO NOT meet federal standards constitutes a criminal offense.
3. I have in my possession a copy of Appendix A of 10 CFR and understand that materials found to be in violation of said Appendix A of 10 CFR 440 will result in immediate cancellation of my contract. All unused materials will be returned for immediate refund. All costs relating to the removal and replacement of any installed inferior materials will be the sole responsibility of Chicago United Industries, Ltd and reimbursable to the COUNTY.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Any supplier who fails to file this certification with DuPage County will not be awarded a contract.

CHICAGO UNITED INDUSTRIES, LTD.

Contractor or Supplier  
Signature on File

Signature of Certifying Official

6/2/2022

Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES**  
**WEATHERIZATION PROGRAM**  
**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.

*CHICAGO UNITED INDUSTRIES, LTD.*

*6/2/22*

Name of Company /  
*Signature on File*

/

Date

*6/2/22*

Contractor Signature

Date

Energy Coordinator

Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
WEATHERIZATION PROGRAM  
MATERIAL SAFETY DATA SHEETS**

All vendors, contractors, and/or suppliers must present Materials Safety Data Sheets (MSDS) 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.

MSDS are required for any materials containing potentially hazardous substances. All labor vendors, suppliers, and/or contractor must provide MSDS 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 MSDS.

I, GABRIELA JAIME (print name) agree to guidelines/stipulations and agree to provide said MSDS to DuPage County Department of Community Services Weatherization Program.

Signature on File

Contractors' Signature

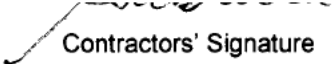
n/a

6/2/22  
Date



DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
WEATHERIZATION PROGRAM  
CHANGE ORDER PROCESS

I have read and understand the change order process for all Weatherization Program 2022.  
Signature on File

  
Contractors' Signature

  
Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
WEATHERIZATION PROGRAM  
WEATHERIZATION STANDARDS

I verify that I have received a copy of the latest [Illinois Home Weatherization Assistance Program – Field Standards Manual](#).

Signature on File

 \_\_\_\_\_  \_\_\_\_\_  
Contractors' Signature Date

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

I, Chicago United Industries, Ltd. (contractor) agree to work for the prices that have been agreed upon by the DuPage County Community Services Weatherization 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

CHICAGO UNITED INDUSTRIES, LTD.

6/2/22

Contractor

Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
WEATHERIZATION 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 home successfully passes final inspection and that a call-back home is placed in a pending payment status. No home will be partially paid for until all work has passed final inspection.

Signature on File

Signature

Date

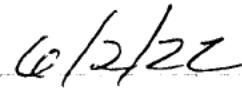
6/2/22

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES  
WEATHERIZATION PROGRAM  
MINORITY, SMALL BUSINESS, WOMEN-OWNED BUSINESSES STATEMENT**

Minority, Small Business, and Women-Owned Businesses will be given preference for purchases whenever possible. Information will be made available to these firms to encourage their participation in agency's functions. When contracting 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



Date

**JOINT PURCHASING:**

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES  NO

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

---

---

---

---

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

**SAMPLE**

**SECTION 10 - SAMPLE CONTRACT AGREEMENT  
CONTRACT 22-065-CS BETWEEN [CONTRACTOR]  
AND THE COUNTY OF DUPAGE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and \_\_\_\_\_, licensed to do business in the State of Illinois, located at \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 22-065-CS for its Department of Community Development, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

**1.0 CONTRACT DOCUMENTS**

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
  - 1.1.a Project Information
  - 1.1.b Instructions to Bidders
  - 1.1.c General Conditions
  - 1.1.d Special Conditions
  - 1.1.e Insurance/Bonding Requirements and Certificates
  - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
  - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
  - 1.1.h Exhibits
  - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

**2.0 DURATION OF THIS CONTRACT**

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a 15 month period beginning on 07/01/2022 and continuing through 09/30/2022.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

**3.0 TERMINATION**

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

**4.0 BID PRICES AND PAYMENT**

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

**5.0 AMENDMENTS**

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

**6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES**

- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**7.0 SEVERABILITY CLAUSE**

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

**8.0 GOVERNING LAW**

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

**9.0 ENTIRE AGREEMENT**

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

**THE COUNTY OF DUPAGE, ILLINOIS**

**CONTRACTOR**

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

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

SIGNATURE

SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



SECTION 11 - OUTSIDE ENVELOPE BID LABEL

**SEALED BID PROPOSAL**

**INVITATION #:** 22-065-CS  
**DESCRIPTION:** APPLIANCES FOR ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM  
**OPENING DATE:** 6/3/2022  
**OPENING TIME:** 02:30 P.M.  
**COMPANY NAME:** \_\_\_\_\_

**DATED MATERIAL - DELIVER IMMEDIATELY**

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO ENSURE PROPER DELIVERY!



CHICAGO UNI

KSEPE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2022

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> The Daniel and Henry Co. 200 S. Wacker Drive Suite 750 Chicago, IL 60606	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (312) 332-1904 E-MAIL ADDRESS: info@danielandhenry.com	FAX (A/C, No): (312) 332-0203
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Chicago United Industries, Ltd. 505 N Lake Shore Drive, Unit 205 Chicago, IL 60611	<b>INSURER A:</b> State Auto Property & Casualty Insurance Company	<b>NAIC #</b> 25127
	<b>INSURER B:</b> Meridian Security Ins Co	<b>NAIC #</b> 23353
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PBP2860569	3/20/2022	3/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Comp Ded: \$1,000    Coll Ded: \$1,000			BAP2475675	3/20/2022	3/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <b>UM/UIM</b> \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PBP2860569	3/20/2022	3/20/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP2279565	3/20/2022	3/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The following are included as additional insured on a primary and non contributory basis with respect to the General Liability and waiver of subrogation are included on the General Liability per the attached policy endorsements: The County of DuPage

<b>CERTIFICATE HOLDER</b>  The County of DuPage 421 North County Farm Road Wheaton, IL 60187-3978	<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 
---	--

**CHICAGO UNITED INDUSTRIES, LTD.**

**CONSENT OF THE BOARD OF DIRECTORS**

**JULY 5, 2021**

The undersigned, being all the directors of CHICAGO UNITED INDUSTRIES, LTD., an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act, hereby consent to the adoption of the following resolution, with the same force and effect as if unanimously adopted at a duly called meeting of the board of directors, held as of the date hereof:

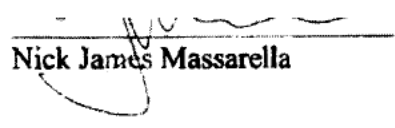
**A. Delegation of Operational Authority to Gabriela Jaime**

RESOLVED, that, in the absence of the President Nick James Massarella, Gabriela Jaime shall have the authority to sign bids and procurement contracts on behalf of the Corporation.

This delegation of authority shall remain in effect until it is subsequently modified or terminated by the Board of Directors.

IN WITNESS HEREOF, the undersigned Director has executed this Consent of the Board of Directors, to be filed as part of the Minutes of the Corporation, as of the date hereof.

Signature on File

  
Nick James Massarella

**CHICAGO UNITED INDUSTRIES, LTD.**  
**CONSENT OF THE BOARD OF DIRECTORS**

**JULY 5, 2021**

The undersigned, being all the directors of CHICAGO UNITED INDUSTRIES, LTD., an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act, hereby consent to the adoption of the following resolution, with the same force and effect as if unanimously adopted at a duly called meeting of the board of directors, held as of the date hereof:

A. Delegation of Operational Authority to Gabriela Jaime

RESOLVED, that, in the absence of Secretary Michelle Anderson, Gabriela Jaime shall have the authority to sign bids and procurement contracts on behalf of the Corporation.

This delegation of authority shall remain in effect until it is subsequently modified or terminated by the Board of Directors.

IN WITNESS HEREOF, the undersigned Director has executed this Consent of the Board of Directors, to be filed as part of the Minutes of the Corporation, as of the date hereof.

Signature on File

  
Nick James Massarella



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

*I, Jesse White, 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*

CHICAGO UNITED INDUSTRIES, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 02, 1986, 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 10TH day of MARCH A.D. 2022 .***



Authentication #: 2206905916 verifiable until 03/10/2023  
Authenticate at: <http://www.ilsos.gov>

*Jesse White*

SECRETARY OF STATE

## Gabriela Jaime

---

**From:** donotreply@sam.gov  
**Sent:** Thursday, April 14, 2022 2:46 PM  
**To:** Gabriela Jaime  
**Cc:** Gabriela Jaime  
**Subject:** Registration Activated for CHICAGO UNITED INDUSTRIES LTD / V5KVA85WPA58 / 5HM32 in the U.S. Government's System for Award Management (SAM).

This email was sent by an automated administrator. Please do not reply to this message.

Dear Nick Massarella,

The registration for CHICAGO UNITED INDUSTRIES LTD / V5KVA85WPA58 / 5HM32 is now active in the U.S. federal government's System for Award Management (SAM). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

To remain eligible to do business with the federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2023-04-08 09:34:53.452.

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to <https://www.sam.gov> and log in.
2. On the Workspace page, scroll down to the User Directory.
3. Enter the email address of the user you want to invite and select Enter or select the email address from the list.
4. On the next page, select the Assign Role button in the top right corner of the page.
5. On the Assign Role page, follow the instructions provided and then select Send Invitation at the bottom of the page.
6. The user will be notified.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at [www.fsd.gov](http://www.fsd.gov), or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.ptac-us.org/> to find your closest PTAC.

Thank you,  
The System for Award Management (SAM) Administrator <https://www.sam.gov>



# 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: 10/11/23

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

Company Name: <u>CHICAGO UNITED INDUSTRIES, LTD</u>	Company Contact: <u>GABRIELA JAIME</u>
Contact Phone: <u>312-786-1471</u>	Contact Email: <u>gjaim@cuiltd.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

[Redacted Signature]

Printed Name

GABRIELA JAIME

Title

GENERAL MANAGER

Date

10/11/23

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



## Action Item

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

---

**File #:** 23-3338

**Agenda Date:** 10/17/2023

**Agenda #:** 8.A.

---





**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 5, 2023

**RE:** **DuPage Pads Tenant-Based Rental Assistance (TBRA) Program HM20-04b Agreement Modification #3 – 2<sup>nd</sup> Time Extension**

---

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

**Action Requested:** The HOME Advisory Group recommends approval of HM20-04b Modification #3 to the Tenant Based Rental Assistance (TBRA) Agreements between DuPage County and DuPage Pads, Inc. to extend the timeframe to February 29, 2024.

**Details:** The Tenant Based Rental Assistance (TBRA) Program provides ongoing rental assistance to eligible low-income formerly homeless clients in DuPage County. DuPage Pads, Inc. received \$200,000 in HOME funding via a HOME Investment Partnerships Program Agreement on January 1, 2022.

Over the past few months, DuPage Pads, Inc. has experienced a lower rate of participation, resulting in lower than projected reimbursement requests. DuPage Pads, Inc. staff is actively screening waitlists for eligible TBRA clients with the goal of increasing participation in the TBRA program. The agency anticipates the current grant balance of \$60,356.14 to be expended during February 2024, if not sooner.



601 West Liberty  
Wheaton, Illinois 60187  
www.dupagepads.org

**DuPagePads**  
The Solution to End Homelessness.

September 13, 2023

Mary Keating  
Director of Community Services  
Jack T. Knuepfer Administration Building  
421 N. County Farm Road  
Wheaton, IL 60187

RE: TBRA Project #HM20-04B

Dear Mary:

Please accept this letter as a request for extension for TBRA Project #HM20-04B through February 29, 2024.

DuPagePads experienced a lower than normal rate of participation in the program as housing location and client screening was more difficult during the pandemic. Staff is reviewing applicable waitlists for clients that score in the range for TBRA screening with the goal of adding more participants to the program over the next two to three months. It is estimated that the grant, current remaining balance of \$60,356.14, would be fully utilized by January, 2024 using current monthly spending rates, but it is possible that a variation in participation and the scheduling of annual renewal meetings may cause a small amount of spending will carry over into February, 2024.

If you need additional information, please do not hesitate to contact me at 630.682.3846 x2310. Thank you for your assistance and for your support of DuPagePads!

Sincerely,



April Redzic  
President & CEO



**When someone believes in you,  
everything can change.**

MODIFICATION THREE TO HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM  
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND  
DUPAGE PADS, INC  
PROJECT NUMBER HM20-04B

THIS MODIFICATION THREE TO AGREEMENT is entered into this \_\_\_\_ day of October, 2023 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and DUPAGE PADS, INC. with a principal place of business located at 601 W. Liberty Dr., Wheaton, IL 60187 (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION THREE TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement HM20-04B which was adopted by Resolution HHS-R-0038-22 on January 11, 2022 to grant funding in the amount of \$200,000, of which \$60,356.14 is unexpended. Further modified under Modification One which was signed and approved by the Director of Community Services on March 9, 2023 to grant first time extension through December 31, 2023; further modified under Modification Two, adopted by Resolution HS-R-0056-23 on June 27, 2023 to include Violence Against Women Act (VAWA) regulatory requirements, all for the purpose of providing Tenant-Based Rental Assistance (TBRA) for eligible families to reside in eligible housing in accordance with the DuPage County TBRA Program Policy and HOME regulations at 24 CFR Part 92, at 601 W. Liberty Dr., Wheaton, IL. 60187 (hereinafter, together with any previous modifications thereto, called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with Section XI. A. of the Agreement:

1. The time period covered by the Agreement is hereby extended to February 29, 2024.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

DUPAGE PADS, INC  
an Illinois Not-for-Profit Corporation

By: \_\_\_\_\_  
April Redzic,  
President and Chief Executive Officer

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

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

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

By: \_\_\_\_\_  
Deborah A. Conroy  
DuPage County Board Chair

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

Attest: \_\_\_\_\_  
Jean Kaczmarek  
DuPage County Clerk



## Care Center Resolution

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

---

**File #:** HS-R-0064-23

**Agenda Date:** 10/17/2023

**Agenda #:** 15.C.

---

### DUPAGE CARE CENTER RATE INCREASE

WHEREAS the cost per person for care and services to residents at the DuPage Care Center has increased since the rates were last adjusted by Resolution HHS-R-0405-22 approved October 11, 2022, and

WHEREAS it is necessary that the charges per person for care and select services be changed to offset the costs for such care and services and be in conjunction with the increased Medicaid Rate.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board that, effective December 1, 2023, the charges per patient day at the DuPage Care Center will be changed from \$359.00 per day to \$450.00 per day for Standard Custodial Care and from \$388.00 per day to \$468.00 per day for Alzheimer's Special Care and from \$617.00 per day to \$642.00 per day for Post-Acute Care.

BE IT FURTHER RESOLVED by the DuPage County Board that for the Private Pay residents residing at the DuPage Care Center as of November 30, 2023, the above rates will be contractually adjusted to only reflect a 4% increase of rates as per Resolution HHS-R-0405-22 approved October 11, 2022.

Enacted and approved this 24<sup>th</sup> day of October, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



## Care Center Requisition \$30,000 and Over

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

---

**File #:** HS-P-0073-23

**Agenda Date:** 10/17/2023

**Agenda #:** 9.B.

---

AWARDING RESOLUTION  
ISSUED TO MEDLINE INDUSTRIES, INC.  
FOR REPLACEMENT MATTRESSES FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$49,060.00)

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 replacement mattresses, for the period of October 25, 2023 through October 24, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering for replacement mattresses, for the period of October 25, 2023 through October 24, 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 \$49,060.00, per contract pursuant to the OMNIA Partners Cooperative Contract #2021003157.

Enacted and approved 24th day of October, 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>	
MINUTETRAQ ID#: 23-3208	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$49,060.00
COMMITTEE: HEALTH & HUMAN SERVICES	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$49,060.00	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@dupageco.org
VENDOR CONTACT EMAIL: BGuth@medline.com	VENDOR WEBSITE:	DEPT REQ #: 7414	
<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.). Replacement Mattresses for the DuPage Care Center, for the period October 25, 2023 through October 24, 2024, for a contract total not to exceed \$49,060.00 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 Our current mattresses are 20-25 years old. Over time, through normal wear and tear, the integrity of the mattress surface diminishes, but the worse damage was caused by the frequent use of cleaning chemicals on the mattress surface, which occurred during the Covid-19 pandemic on a daily basis. The cleaning chemicals further breaks down the mattress surface. Once the outer lining is damaged, the surface becomes more porous and increases the likelihood of blood and body fluid penetration to the mattress core. The trapped fluids increase the risk of infection to our residents by harboring pathogens and promoting their growth. The liquid trapped in the mattress foam may leak out when another resident is placed in the bed. Importantly, the porous structure of the foam prevents a complete removal of absorbed liquid and prevents disinfectants from being effectively delivered to the entire contaminated area. Therefore, it is impossible to effectively clean and disinfect a damaged mattress with any liquid ingress. New mattresses would have an antimicrobial surface which requires less cleaning chemicals to properly disinfect the mattress.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC4-107), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. 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 replacement mattresses for the DuPage Care Center, for the period October 25, 2023 through October 24, 2024, for a contract total not to exceed \$49,060.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. 2) Do not approve contract 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 \$49,060.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157, however, replacements 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@dupageco.org
Address: Three Lakes Drive	City: Northfield	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60093	State: Illinois	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273 & 630-784-4275	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Environmental Services
Attn: Customer Services	Email: service@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupageco.org
Address: Dept CH 14400	City: Palatine	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60055-4400	State: Illinois	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): October 25, 2023	Contract End Date (PO25): October 24, 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		mattresses	FY23	1100	1215	52000	COVID-19_DCC	49,060.00	49,060.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 49,060.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Replacement mattresses for the DuPage Care Center, for the period October 25 2023 through October 24, 2024, for a contract total not to exceed \$49,060.00 contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. October 17, 2023 HS Committee                      October 24, 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.com

**Customer Quote**


**Customer:** 0001006778

DUPAGE CARE CENTER  
400 N COUNTY FARM RD  
WHEATON, IL 60187-2517

**Date:** 09/18/2023

**Sales Rep:** Guth, Brian (S6009)  
[BGuth@medline.com](mailto:BGuth@medline.com)

This pricing is valid until 10/18/2023 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	Total
	MSCADVPE80F	MATTRESSES: ADVANTAGE PE MATTRESS WITH FIRE BARRIER, 36" X 80" X 6.75"	1 EA / EA	\$223.00	220	\$49,060.00
<b>OMNIA</b>						
Purchasing Agreement # 2021003157						

Three layer foam design for progressive immersion  
Anatomically designed mattress features a zoned core to cradle bony prominences. The center layer of convoluted foam promotes air flow to help manage heat buildup  
Heel section features Visco elastic memory foam that cradles the heels allowing for the ultimate in shear reduction and pressure redistribution  
Nylex top fabric is durable, fluid proof & antimicrobial  
450 pound weight capacity  
15 year warranty



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

---

**File #:** HS-P-0074-23

**Agenda Date:** 10/17/2023

**Agenda #:** 15.F.

---

AWARDING RESOLUTION ISSUED TO  
PULMONARY EXCHANGE, LTD  
RENTAL OF RESPIRATORY CARE EQUIPMENT  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$45,000.00)

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Pulmonary Exchange, Ltd., for rental of respiratory care equipment, for the period of November 20, 2023 through November 19, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the issuance of a contract to Pulmonary Exchange, Ltd., for rental of respiratory care equipment, for the period of November 20, 2023 through November 19, 2024, for the DuPage Care Center, under Bid Renewal #21-072-CARE, second of three, one-year optional renewals, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Pulmonary Exchange, Ltd, 9480 Southwest Highway, Oaklawn, Illinois 60453, for a contract total amount of \$45,000.00.

Enacted and approved this 24<sup>th</sup> day of October, 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#: 23-3209	RFP, BID, QUOTE OR RENEWAL #: 21-072-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$35,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$182,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Pulmonary Exchange	VENDOR #: 11800	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida
VENDOR CONTACT: Ray Kalinsky	VENDOR CONTACT PHONE: 708-423-8888	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupageco.org
VENDOR CONTACT EMAIL: rayjr@pelvip.com	VENDOR WEBSITE:	DEPT REQ #: 7413	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Rental of 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 \$45,000.00, under bid renewal #21-072-CARE, second of three, one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This rental equipment are devices that are prescribed treatments for the residents to maintain good quality of care. (Ci-pap & Bi-pap machines, as well as providing Respiratory Therapist services to set-up machine & to adjust settings & educate nursing staff as needed.			

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: Pulmonary Exchange, LTD	Vendor#: 11800	Dept: DuPage Care Center	Division: Nursing
Attn: Ray Kalinsky	Email: rayjr@pelvip.com	Attn: Connie Pureza	Email: connie.pureza@dupageco.org
Address: 9480 Southwest Highway	City: Oaklawn	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60453	State: IL	Zip: 60187
Phone: 708-423-8888	Fax:	Phone: 630-784-4254	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Pulmonary Exchange, LTD	Vendor#: 11800	Dept: DuPage Care Center	Division: Nursing
Attn: Ray Kalinsky	Email: rayjr@pelvip.com	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: 9480 Southwest Highway	City: Oaklawn	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60453	State: IL	Zip: 60187
Phone: 708-423-8888	Fax:	Phone: 630-784-4250	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): November 20, 2023	Contract End Date (PO25): November 19, 2024
Contract Administrator (PO25): Christine Kliebhan			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		rental of respiratory care equipment	FY23	1200	2050	53410		500.00	500.00
2	1	EA		rental of respiratory care equipment	FY24	1200	2050	53410		44,500.00	44,500.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 45,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. 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 \$45,000.00, under bid renewal #21-072-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. Human Services Committee 10/17/23 County Board 10/24/23
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  
 RESPIRATORY EQUIPMENT RENTAL 21-072-CARE  
 BID TABULATION

✓

NO.	ITEM	QTY	Pulmonary Exchange, Ltd		
			DAILY RENTAL RATE	MONTHLY RENTAL RATE	EXTENDED PRICE
1	BASIC B-PAP RENTAL	1	\$ 15.00	\$ 450.00	\$ 450.00
2	BASIC C-PAP	5	\$ 10.00	\$ 300.00	\$ 1,500.00
3	AUTO TITRATE C-PAP RENTAL	1	\$ 10.00	\$ 300.00	\$ 300.00
4	BI-PAP WITH BACK-UP RATE RENTAL (ST BI-PAP)	2	\$ 24.00	\$ 720.00	\$ 1,440.00
5	AVAP MACHINE	1	\$ 24.00	\$ 720.00	\$ 720.00
					\$ 4,410.00

NOTES  
 Advacare Systems and Integra Healthcare declined to bid due to industry shortages of respiratory equipment.

Bid Opening 10/15/2021 @ 2:30 PM	DW,NE
Invitations Sent	14
Total Vendors Requesting Documents	2
Total Bid Responses	1

**SECTION 7 - BID FORM PRICING**

ITEM	DESCRIPTION	DAILY COST	MONTHLY COST
1	BASIC B-PAP RENTAL	\$ 15.00	\$ 450.00
2	BASIC C-PAP	\$ 10.00	\$ 300.00
3	AUTO TITRATE C-PAP RENTAL	\$ 10.00	\$ 300.00
4	BI-PAP WITH BACK-UP RATE RENTAL (ST BI-PAP)	\$ 24.00	\$ 720.00
5	AVAP MACHINE (Average volume assured pressure support – adjusts to maintain a target average ventilation over several breaths)	\$ 24.00	\$ 720.00
GRAND TOTAL		\$ 83.00	\$ 2490.00

**SECTION 9 - MANDATORY FORM  
RENTAL OF RESPIRATORY CARE EQUIPMENT 21-072-CARE**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Pulmonary Exchange, Ltd		
Main Business Address	9840 Southwest Highway		
City, State, Zip Code	Oak Lawn, IL 60453		
Telephone Number	708-423-8888	Email Address	rayjr@pelvip.com
Bid Contact Person	Ray Kalinsky		

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:

\_\_\_\_\_  
(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:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Pulmonary Exchange, Ltd	NAME	Pulmonary Exchange, Ltd
CONTACT	Ray Kalinsky	CONTACT	
ADDRESS	9840 Southwest Highway	ADDRESS	9840 Southwest Highway
CITY ST ZIP	Oak Lawn, IL 60453	CITY ST ZIP	Oak Lawn, IL 60453
TX	708-423-8888	TX	708-423-8888
FX	708-423-9133	FX	708-423-9133
EMAIL	rayjr@pelvip.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage Care Center – Clementine Nelson 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-4251 EMAIL: clementine.nelson@dupageco.org		DuPage Care Center – Clementine Nelson 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-4251 EMAIL: clementine.nelson@dupageco.org	

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

**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.

Signature on File

\_\_\_\_\_  
(Signature and Title) CEO

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 11<sup>th</sup> day of October AD, 2021

Signature on File

\_\_\_\_\_  
(Notary Public) My Commission Expires: 12/20/22



SEAL



## 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 Pulmonary Exchange, Ltd at 9840 Southwest Highway, Oak Lawn, IL 60453 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-072-CARE which became effective on 11/20/2021 and which will expire 11/19/2023. 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 11/19/2024.

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

SIGNATURE

*Raymond Kalinsky*

Richella Jackson

PRINTED NAME

PRINTED NAME

*CEO*

Buyer I

PRINTED TITLE

PRINTED TITLE

*10/2/2023*

DATE

DATE



# 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: 9-20-2023

Bid/Contract/PO #: 21-072-CARE

Company Name: <u>Pelvicore Exchange, Ltd.</u>	Company Contact: <u>Raymond Kalinsky</u>
Contact Phone: <u>708-423-8888</u>	Contact Email: <u>rayjr@pelvip.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name

Raymond Kalinsky

Title

CEO

Date

9-20-2023

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



Care Center Requisition \$30,000 and Over

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

---

**File #:** HS-P-0075-23

**Agenda Date:** 10/17/2023

**Agenda #:** 15.G.

---

AWARDING RESOLUTION ISSUED TO  
VALDES SUPPLY  
TO FURNISH AND DELIVER PAPER PRODUCTS  
(RESTROOM TISSUE, PAPER TOWELS AND FACIAL TISSUE, GROUP 2)  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$87,000.00)

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Valdes Supply, to furnish and deliver paper products (restroom tissue, paper towels and facial tissue, Group 2), as needed, 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 Valdes Supply, to furnish and deliver paper products (restroom tissue, paper towels and facial tissue, Group 2), as needed, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center, under Bid Renewal #22-112-FM, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Valdes Supply, 667 Chaddwick Drive, Wheeling, Illinois 60090, for a contract total amount of \$87,000.00.

Enacted and approved this 24<sup>th</sup> day of October, 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#: 23-3211	RFP, BID, QUOTE OR RENEWAL #: 22-112-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$98,808.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$359,808.00
	CURRENT TERM TOTAL COST: \$87,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Valdes Supply	VENDOR #: 36388	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel & Annabel Leonida
VENDOR CONTACT: Shahir Ahmed	VENDOR CONTACT PHONE: 847-657-6000	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupageco.org
VENDOR CONTACT EMAIL: shahir.ahmed@valdessupply.com	VENDOR WEBSITE:	DEPT REQ #: 7415	
<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.). Furnish and deliver paper products (restroom tissue, paper towels, etc) 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 \$87,000.00, under bid renewal #22-112-FM, first of three one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Paper towels and facial tissue are necessary supplies in providing care to the residents of the DPCC. The nurses keep a supply of these products on their medication carts to be used in the administration of medications. Residents are provided with facial tissues to keep at their bedside for personal use. Hard roll towels and restroom tissue are necessary to be provided in all of the washrooms to meet IDPH Health and safety standards for infection control.			

<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: Valdes Supply	Vendor#: 36388	Dept: DuPage Care Center	Division: Environmental Concerns
Attn: Shahir Ahmed	Email: shahir.ahmed@valdessupply.com	Attn: nancy palima	Email: nancy.palima@dupageco.org
Address: 667 Chaddwick Drive	City: Wheeling	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone: 847-657-6000	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Valdes Supply	Vendor#: 36388	Dept: DuPage Care Center	Division:
Attn: Shahir Ahmed	Email: shahir.ahmed@valdessupply.com	Attn:	Email:
Address: 667 Chaddwick Drive	City: Wheeling	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone: 847-657-6000	Fax:	Phone:	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		Restroom tissue & hard roll towels for Environmental Services	FY24	1200	2035	52280		77,000.00	77,000.00
2	1	EA		Facial Tissue, multi fold paper towels & perforated roll towels for the Nursing Department	FY24	1200	2050	52200		10,000.00	10,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 87,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver paper products (restroom tissue, paper towels, etc) 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 \$87,000.00, under bid renewal #22-112-FM, 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. October 17, 2023 Human Services Committee    October 24, 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 Valdes LLC dba VALDES SUPPLY located at 667 Chaddick Dr. Wheeling, IL 60090, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-112-FM which became effective on 12/1/2022 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

\_\_\_\_\_  
SHAHIR AHMED

\_\_\_\_\_  
Richella Jackson

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
Buyer I

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
09/18/2023

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 FURNISH & DELIVER PAPER PRODUCTS (RESTROOM TISSUE, PAPER TOWELS, ETC.) 22-112-FM  
 BID TABULATION



NO.	ITEM	UOM	QTY	All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		Valdes LLC	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
<b>Item A - Conventional Size Restroom Tissue</b>																	
1	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	1,800					\$ 55.00	\$ 99,000.00			\$ 59.81	\$ 107,658.00	\$ 44.14	\$ 79,452.00		
2	Cascades North River #4064 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	2,105														
3	Bedford Paper #SBT-503 500 shts/rl, 96 rls/cs, 3.75" length sheet size	CS	1,595														
4	Bedford Paper #SBT-501 500 shts/rl, 96 rls/cs, 3.50" length sheet size	CS	1,900													\$ 39.41	\$ 74,879.00
5	Other: LaPort - Kruger 0575 96/500 2-ply All American Paper Co. - GJO2550096 Central Poly Bag Corp. - Resolute #235 4.4"x3.5", 2 ply, 500 sheets, 96 rolls/case	CS	1,595	\$ 50.60	\$ 80,707.00	\$ 60.00	\$ 95,700.00			\$ 39.44	\$ 62,906.80						
<b>Item B - 9" Jumbo Junior Size Restroom Tissue</b>																	
6	Tork USA #TJ0922A 1000'/rl, 12 rls/cs, 3.50" length sheet size	CS	590					\$ 43.00	\$ 25,370.00			\$ 49.00	\$ 28,910.00				
7	Kruger Products Embassy #05620 1000'/rl, 8 rls/cs 3.50" length sheet size	CS	880														
8	Kimberly Clark/Scott Essential #07805 1000'/rl, 12 rls/cs 3.55" length sheet size	CS	590														
9	Cascades North River #4097 1000'/rl, 12 rls/cs 3.50" length sheet size	CS	590														
10	Bedford Paper #JRT-404 1000'/rl, 12 rls/cs 3.30" length sheet size	CS	590							\$ 25.98	\$ 15,328.20			\$ 32.56	\$ 19,210.40	\$ 25.08	\$ 14,797.20
11	Other: All American Paper Co. - GJO2510012 Central Poly Bag Corp. - Resolute #700, 3.4"x1000' 2 ply, G, 12 rolls/cs	CS	590	\$ 36.45	\$ 21,505.50	\$ 29.99	\$ 17,694.10										

NO.	ITEM	UOM	QTY	All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		Valdes LLC	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
<b>Item C - Multi-Fold Paper Towels</b>																	
12	Tork USA Premium #MB540A / 420580 250 towels/pk, 12 pks/cs, 9" x 10" sheet	CS	2,838	\$ 34.30	\$ 97,343.40			\$ 33.00	\$ 93,654.00			\$ 49.00	\$ 139,062.00	\$ 23.31	\$ 66,153.78		
13	Kruger Embassy Premium #01540 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838														
14	Kruger White Swan Classic #01920 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838							\$ 21.65	\$ 61,442.70						
15	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	2,838													\$ 21.00	\$ 59,598.00
16	Cascades North River #1342 250 towels/pk, 16 pks/cs, 9.10" x 9.50"	CS	2,838														
17	Scott Essential #01840 250 towels/pk, 16 pks/cs, 9.20" x 9.40"	CS	2,838														
18	Other: Central Poly Bag Corp. - Maral #P2003, 9.25"x9.5" 16/250/cs (4000)	CS	2,838			\$ 34.00	\$ 96,492.00										
<b>Item D - Conventional Size Restroom Tissue</b>																	
19	Wausau Bay West Eco Soft #54000 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712					\$ 55.00	\$ 39,160.00			\$ 59.00	\$ 42,008.00				
20	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712											\$ 44.14	\$ 31,427.68		
21	Cascades North River #4064 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712														
22	Atlas #A250 500 shts/rl, 96 rls/cs, 4.50" sheet size	CS	634														
23	Bedford Paper #SBT-501 500 shts/rl, 96 rls/cs, 3.50" length sheet size	CS	712													\$ 39.41	\$ 28,059.92
24	Other: Laport Inc. - Kruger 0575 96/500 2-ply All American Paper Co. - GJO2550096 Central Poly Bag Corp. - Resolute #235, 4.4"x3.5", 2 ply, 500 sheets, 96 rolls/cs	CS	712	\$ 50.60	\$ 36,027.20	\$ 60.00	\$ 42,720.00			\$ 39.44	\$ 28,081.28						
<b>Item E - Multi-Fold Paper Towels</b>																	
25	Georgia Pacific Blue Basic (Previously Acclaim) #20204 250 towels/pk, 16 pks/cs, 9.4" x 9.2" sheet	CS	194									\$ 29.21	\$ 5,666.74				
26	Kimberly Clark Scott Essential #01804 250 towels/pk, 16 pks/cs, 9.2" x 9.4" sheet	CS	194														
27	Tork USA Premium #MB540A / 420580 250 towels/pk, 12 pks/cs, 9" x 10" sheet	CS	194	\$ 34.30	\$ 6,654.20			\$ 33.00	\$ 6,402.00					\$ 28.31	\$ 5,492.14		
28	Cascades Décor #1759 250 towels/pk, 16 pks/cs, 9" x 9.5" sheet	CS	194														
29	Tork USA #CB530 250 towels/pk, 16 pks/cs, 10.13" x 12.75" sheet	CS	194														
30	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	194													\$ 21.00	\$ 4,074.00
31	Other: Laport Inc. - Kruger 01920 MF White 4,000/cs Central Poly Bag Corp. - Marcal #P2003, 9.5" x 9.25" 16/250/cs (4000)	CS	194			\$ 34.00	\$ 6,596.00			\$ 21.65	\$ 4,200.10						

NO.	ITEM	UOM	QTY	All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		Valdes LLC	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
Item F - Perforated Roll Towels																	
32	Wausau Bay West Eco Soft #41090 90 shts/rl, 30 rls/cs, 11" x 9" sheet	CS	166									\$ 70.00	\$ 11,620.00				
33	Georgia Pacific Blue (formally Preference) #27385 85 shts/rl, 20 rls/cs, 11" x 8.8" sheet	CS	270														
34	Kimberly Clark Scott #41482 128 shts/rl, 20 rls/cs, 11" x 8.75"	CS	180														
35	Tork USA Universal #HB1995 210 shts/rl, 12 rls/cs, 11" x 9" sheet	CS	222					\$ 39.00	\$ 8,658.00								
36	Kruger White Swan #01656 80 shts/rl, 30 rls/cs, 10.9" x 8.6" sheet	CS	184							\$ 23.23	\$ 4,274.32						
37	Bedford Paper #HHT085 85 sheets/rl, 30 rls/cs, 8" x 11" sheet	CS	194											\$ 34.38	\$ 6,669.72	\$ 22.49	\$ 4,363.06
38	Other: All American Paper Co. - GJO25012 Central Poly Bag Corp. - Marcal #06350, 11x8 2 ply, 85 sheets, 30/cs	CS	194	\$ 32.70	\$ 6,343.80	\$ 36.00	\$ 6,984.00										
Item G - Boxed Facial Tissue (Large)																	
39	Marcal Sani-Hanks #682 40 shts/bx, 200 bx/cs, 7.5" sheet size	CS	96			No Bid		No Bid				\$ 39.00	\$ 3,744.00	No Bid			
40	Kruger Products White Swan #08500 80 shts/bx, 135 bx/cs, 8.0" sheet size	CS	72			No Bid		No Bid	\$ 72.45	\$ 5,216.40				No Bid			
41	Sani Facial Tissue #MoreX 40 shts/bx, 200 bx/cs, 7.88" sheet size	CS	96			No Bid		No Bid						No Bid			
42	Other: Valdes - Sani Facial Tissue #MoreX 40 shts/bx All American Paper Co. - GPCW 548550	CS	80	\$ 40.30	\$ 3,224.00	No Bid		No Bid						No Bid		\$ 45.00	\$ 3,600.00
Item H - Boxed Facial Tissue (Large)																	
43	Wausau Bay West Eco Soft #13000 100 shts/bx, 30 bxs/cs, 8" sheet size	CS	24					\$ 29.00	\$ 696.00			\$ 50.00	\$ 1,200.00	No Bid			
44	Georgia-Pacific Preference #48100 100 shts/bx, 30 bxs/cs, 8" sheet size	CS	24											No Bid			
45	Kruger Products White Swan #08301 100 shts/bx, 30 bxs/cs, 7.4" sheet size	CS	24							\$ 21.50	\$ 516.00			No Bid			
46	Cascades North River #4082 100 shts/bx, 30 bxs/cs, 7.5" sheet	CS	24											No Bid			
47	Georgia Pacific #GP47410 100 sheets/bx, 30 bxs/cs, 8.00" sheet	CS	24											No Bid		\$ 19.50	\$ 468.00
48	Other: All American Paper Co. - MRC2930CT Central Poly Bag Corp. - Central Poly# 2930 8.5x7.5: 2 ply, 100/bx, 30/cs	CS	24	\$ 21.00	\$ 504.00	\$ 39.00	\$ 936.00										
Item I - Hard Roll Paper Towels																	
49	Kleenex #11090 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400			No Bid		\$ 75.00	\$ 255,000.00			\$ 49.00	\$ 166,600.00				
50	Georgia Pacific #280-55 Pref Ultra White 1 ply, 7.87" x 600', 12 rls/cs, 7,200 ft/cs	CS	1,728			No Bid											
51	Kruger Embassy Supreme #01240 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400			No Bid											
52	Bedford Paper #HWTW552 White 1 ply, 7.81" x 800', 6 rls/cs, 4,800ft/cs	CS	3,400	\$ 48.30	\$ 164,220.00	No Bid				\$ 29.59	\$ 100,606.00			\$ 33.82	\$ 114,988.00	\$ 26.75	\$ 90,950.00
				\$ 416,529.10		\$ 267,122.10		\$ 527,940.00		\$ 282,571.80		\$ 506,468.74		\$ 323,393.72		\$ 280,789.18	

NOTES

1. Contractor shall provide only one (1) response per item.

Bid Opening 10/4/2022 @ 2:30 PM	DW, NE, YQ
Invitations Sent	24
Total Vendors Requesting Documents	0
Total Bid Responses	7

**SECTION 7 - BID FORM PRICING**

Contractor shall provide only one (1) response per Item. For example, Item A – Conventional Size Restroom response shall only include a response for either A-1, A-2, A-3, etc. No multiple bids per item are allowed.

**GROUP 1 - EAST CAMPUS**

<b>Item A - Conventional Size Restroom Tissue</b>					
<b>NO.</b>	<b>ITEM</b>	<b>UOM</b>	<b>QTY</b>	<b>PRICE</b>	<b>EXTENDED PRICE</b>
1	SCA Tork #TM1616 500 sheets/rl, 96 rls/cs, 3.75" length sheet size	CS	1,800		\$ -
<b>OR</b>					
2	Cascades North River #4064 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	2,105		\$ -
<b>OR</b>					
3	Bedford Paper #SBT-503 500 sheets/rl, 96 rls/cs, 3.75" length sheet size	CS	1,595		\$ -
<b>OR</b>					
4	Bedford Paper #SBT-501 500 sheets/rl, 96 rls/cs, 3.50" length sheet size	CS	1,900	39.41	\$ 74,879.00
<b>OR</b>					
5	Or Equal (Provide Description)	CS	1,595		\$ -
<b>Item A - Conventional Size Restroom Tissue Subtotal</b>					<b>\$ 74,879.00 -</b>
					<b>PERCENTAGE</b>
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item B - 9" Jumbo Junior Size Restroom Tissue					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Tork USA #TJ0922A 1000'/rl, 12 rls/cs, 3.50" length sheet size	CS	590		\$ -
2	Kruger Products Embassy #05620 1000'/rl, 8 rls/cs 3.50" length sheet size	CS	880		\$ -
3	Kimberly Clark/Scott Essential #07805 1000'/rl, 12 rls/cs 3.55" length sheet size	CS	590		\$ -
4	Cascades North River #4097 1000'/rl, 12 rls/cs 3.50" length sheet size	CS	590		\$ -
5	Bedford Paper #JRT-404 1000'/rl, 12 rls/cs 3.30" length sheet size	CS	590	25.08	\$ 14,797.20 -
6	Or Equal (Provide Description)	CS	590		\$ 14,797.20 -
<b>Item B - 9" Jumbo Junior Size Restroom Tissue Subtotal</b>					\$ -
					<b>PERCENTAGE</b>
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item C - Multi-Fold Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Tork USA Premium #MB540A 250 towels/pk, 16 pks/cs, 9" x 9.5" sheet	CS	2,838		\$ -
2	Kruger Embassy Premium #01540 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838		\$ -
3	Kruger White Swan Classic #01920 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838		\$ -
4	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	2,838	21.00	\$ 59598.00
5	Cascades North River #1342 250 towels/pk, 16 pks/cs, 9.10" x 9.50"	CS	2,838		\$ -
6	Scott Essential #01840 250 towels/pk, 16 pks/cs, 9.20" x 9.40"	CS	2,838		\$ -
7	Or Equal (Provide Description)	CS	2,838		\$ -
<b>Item C - Multi-Fold Paper Towels Subtotal</b>					<b>\$ 59598.00 -</b>
					<b>PERCENTAGE</b>
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

**GROUP 2 - WEST CAMPUS**

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
<b>Item D - Conventional Size Restroom Tissue</b>					
1	Wausau Bay West Eco Soft #54000 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	712		\$ -
2	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712		\$ -
3	Cascades North River #4064 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	712		\$ -
4	Atlas #A250 500 sheets/rl, 96 rls/cs, 4.50" sheet size	CS	634		\$ -
5	Bedford Paper #SBT-501 500 sheets/rl, 96 rls/cs, 3.50" length sheet size	CS	712	39.41	\$ 28,059.92
6	Or Equal (Provide Description)	CS	712		\$ 28,059.92
<b>Item D - Conventional Size Restroom Tissue Subtotal</b>					<b>\$ 28,059.92 -</b>
					<b>PERCENTAGE</b>
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %



Item E - Multi-Fold Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Georgia Pacific Blue Basic (Previously Acclaim) #20204 250 towels/pk, 16 pks/cs, 9.4" x 9.2" sheet	CS	194		\$ -
2	Kimberly Clark Scott Essential #01804 250 towels/pk, 16 pks/cs, 9.2" x 9.4" sheet	CS	194		\$ -
3	Tork USA Premium #MB540A / 420580 250 towels/pk, 12 pks/cs, 9" x 10" sheet	CS	194		\$ -
4	Cascades Décor #1759 250 towels/pk, 16 pks/cs, 9" x 9.5" sheet	CS	194		\$ -
5	Tork USA #CB530 250 towels/pk, 16 pks/cs, 10.13" x 12.75" sheet	CS	194		\$ -
6	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	194	21.00	\$ 4074.00 -
7	Or Equal (Provide Description)	CS	194		\$ -
<b>Item E - Multi-Fold Paper Towels Subtotal</b>					<b>\$ 4074.00 -</b>
					<b>PERCENTAGE</b>
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item F - Perforated Roll Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Wausau Bay West Eco Soft #41090 90 sheets/rl, 30 rls/cs, 11" x 9" sheet	CS	166		\$ -
2	Georgia Pacific Blue (formally Preference) #27385 85 sheets/rl, 20 rls/cs, 11" x 8.8" sheet	CS	270		\$ -
3	Kimberly Clark Scott #41482 128 sheets/rl, 20 rls/cs, 11" x 8.75"	CS	180		\$ -
4	Tork USA Universal #HB1995 210 sheets/rl, 12 rls/cs, 11" x 9" sheet	CS	222		\$ -
5	Kruger White Swan #01656 80 sheets/rl, 30 rls/cs, 10.9" x 8.6" sheet	CS	184		\$ -
6	Bedford Paper #HHT085 85 sheets/rl, 30 rls.cs, 8" x 11" sheet	CS	194	22.49	\$ 4363.06 -
7	Or Equal (Provide Description)	CS	194		\$ -
<b>Item F - Perforated Roll Towels Subtotal</b>					<b>\$ 4363.06 -</b>
					<b>PERCENTAGE</b>
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item G - Boxed Facial Tissue (Large)					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Marcal Sani-Hanks #682 40 sheets/bx, 200 bx/cs, 7.5" sheet size	CS	96		\$ -
OR					
2	Kruger Products White Swan #08500 80 sheets/bx, 135 bx/cs, 8.0" sheet size	CS	72		\$ -
OR					
3	Sani Facial Tissue #MoreX 40 sheets/bx, 200 bx/cs, 7.88" sheet size	CS	96		\$ -
OR					
4	Or Equal (Provide Description) Sani Facial Tissue (more) 2 pl+ white 40/bx	CS	80	45.00	\$ 3600 -
<b>Item G - Boxed Facial Tissue (Large) Subtotal</b>					\$ 3600 -
					<b>PERCENTAGE</b>
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %
Item H - Boxed Facial Tissue (Large)					
1	Wausau Bay West Eco Soft #13000 100 sheets/bx, 30 bxs/cs, 8" sheet size	CS	24		\$ -
OR					
2	Georgia-Pacific Preference #48100 100 sheets/bx, 30 bxs/cs, 8" sheet size	CS	24		\$ -
OR					
3	Kruger Products White Swan #08301 100 sheets/bx, 30 bxs/cs, 7.4" sheet size	CS	24		\$ -
OR					
4	Cascades North River #4082 100 sheets/bx, 30 bxs/cs, 7.5" sheet	CS	24		\$ -
OR					
5	Georgia Pacific #GP47410 100 sheets/bx, 30 bxs/cs, 8.00" sheet	CS	24	<del>15.00</del> 19.50	\$ 468.00 -
OR					
6	Or Equal (Provide Description)	CS	24		\$ -
<b>Item H - Boxed Facial Tissue (Large) Subtotal</b>					\$ 468.00 -
					<b>PERCENTAGE</b>
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item I - Hard Roll Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Kleenex #11090 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400		\$ -
OR					
2	Georgia Pacific #280-55 Pref Ultra White 1 ply, 7.87" x 600', 12 rls/cs, 7,200 ft/cs	CS	1,728		\$ -
OR					
3	Kruger Embassy Supreme #01240 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400		\$ -
OR					
4	Bedford Paper #HWTW552 White 1 ply, 7.81" x 800', 6 rls/cs, 4,800ft/cs	CS	3,400	5* 26.75 26.75	40,950.00 85,800.00
<b>Item I - Hard Roll Paper Towels Subtotal</b>					\$ 85,800.00
					20,950.00
					<b>PERCENTAGE</b>
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %
<b>GRAND TOTAL</b>					\$ 280,789.18
<b>GRAND TOTAL ITEMS</b>					
(In words) Two hundred and eighty thousand seven hundred and eighty nine 18/100					

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.

Signature on File

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

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 3 day of OCTOBER AD, 2022  
Signature on File

[Signature] Notary Public My Commission Expires: 12/17/2025



SEAL

**SECTION 9 - MANDATORY FORM**  
**FURNISH & DELIVER PAPER PRODUCTS (RESTROOM TISSUE, PAPER TOWELS, ETC.) 22-112-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Valdes LLC		
Main Business Address	667 Chaddick Dr.		
City, State, Zip Code	Wheeling, IL, 60090		
Telephone Number	847-657-6000	Email Address	Shahir.ahmed@valdes supply.com
Bid Contact Person	Shahir Ahmed		

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:

<u>Shahir Ahmed</u> (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. 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.

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

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

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

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

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

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

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME	Valdes LLC	NAME	Valdes LLC
CONTACT	Shahir Ahmed	CONTACT	Shahir Ahmed
ADDRESS	667 Chaddick Dr.	ADDRESS	667 Chaddick Dr.
CITY ST ZIP	Wheeling, IL, 60090	CITY ST ZIP	Wheeling, IL, 60090
TX	847-657-6000	TX	847-657-6000
FX	NA	FX	NA
EMAIL	Shahir.Ahmed@valdessupply.com	EMAIL	Shahir.Ahmed@valdessupply.com
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
<b>EAST CAMPUS</b> DuPage County Facilities Management 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700 EMAIL: FMAccountsPayable@dupageco.org		<b>EAST CAMPUS</b> DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: mary.ventrella@dupageco.org	
<b>WEST CAMPUS</b> DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4273		<b>WEST CAMPUS</b> DuPage County Care Center 421 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4273 EMAIL: vinit.patel@dupageco.org	

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



# Required Vendor Ethics Disclosure Statement

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

Date: 9/18/2023

Bid/Contract/PO #: #22-112-FM

Company Name: VALDES LLC	Company Contact: Shahir Ahmed
Contact Phone: 847 657 6000	Contact Email: shahir.ahmed@valdessupply.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.

**Signature on File**

Authorized Signature

Printed Name

SHAHIR AHMED

Title

PRESIDENT

Date

09/18/2023

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)

---

**File #:** 23-3339

**Agenda Date:** 10/17/2023

**Agenda #:** 10.A.

---

DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective October, 2022

HUMAN SERVICES

From: 1000  
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	
1750	53827		PARA TRANSIT PROGRAM EXPENSE	\$ 2,500.00	430,963.06	428,463.06	9/28/23
Total				\$ 2,500.00			

HUMAN SERVICES

To: 1000  
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	
1750	51070		TUITION REIMBURSEMENT	\$ 2,500.00	(5.00)	2,495.00	9/28/23
Total				\$ 2,500.00			

Reason for Request:

Budget Transfer to cover the cost of an employee's tuition reimbursement.

Signature on File

Department Head

Signature on File

Chief Financial Officer

9/27/23  
Date  
10/3/23  
Date

Activity

(optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

HHS - 10/17/23

FIN/CB - 10/24/23



## Budget Transfer

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

---

**File #:** 23-3340

**Agenda Date:** 10/17/2023

**Agenda #:** 10.B.

---

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	18,187.04	17,587.04	10/3/23
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	(100.00)	500.00	10/3/23
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

10/10/2023

Date

10/10/23

Date

Activity 2021-55-024004B  
 (optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # 160 Acctg Period 11

Entered By/Date MM 10/11/23 Released & Posted By/Date \_\_\_\_\_

HHS - 10/17/23

FIN/CB - 10/24/23