



# DU PAGE COUNTY

## Human Services

### Final Regular Meeting Agenda

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

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**Tuesday, July 11, 2023**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PUBLIC COMMENT**

**4. CHAIR REMARKS - CHAIR SCHWARZE**

**5. APPROVAL OF MINUTES**

5.A. [23-2357](#)

Human Services Committee - Regular Meeting - Tuesday, June 20, 2023

**6. LENGTH OF SERVICE AWARDS**

Length of Service Award - Laura Ekelund - 20 Years - Community Services

Length of Service Award - David Watkins - 10 Years - Weatherization

**7. COMMUNITY SERVICES - MARY KEATING**

7.A. [FI-R-0165-23](#)

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program State Grant FY24 Inter-Governmental Agreement No. 24-251028, Company 5000 - Accounting Unit 1490, \$368,559. (Community Services)

7.B. [FI-R-0166-23](#)

Acceptance and appropriation of the Illinois Weatherization Assistance Program HHS Grant PY24 Inter-Governmental Agreement No. 23-221028, Company 5000 - Accounting Unit 1430, \$736,590. (Community Services)

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

8.A. [HS-P-0062-23](#)

Recommendation for the approval of a contract purchase order to Professional Medical & Surgical Supply, Inc., to furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (MED B) and Enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2023 through July 29, 2024, for a total contract not to exceed \$72,000, under bid renewal #22-040-DCC, first of three on-year optional renewals.

8.B. [HS-P-0063-23](#)

Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to provide various linens, for the DuPage Care Center, for the period August 10, 2023 through August 9, 2024, for a contract total not to exceed \$72,000, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.

8.C. [HS-P-0064-23](#)

Recommendation for the approval of a contract purchase order to Alpha Baking Company, to provide assorted sliced breads, rolls and sandwich buns, for the DuPage Care Center, JTK Administration Building and JOF Building Cafes, for the period August 5, 2023 through August 4, 2024, for a contract total not to exceed \$37,000, under bid renewal #22-055-DCC, first of three one-year optional renewals.

8.D. [23-2358](#)

Recommendation for the approval of a contract purchase order to Keurig Dr. Pepper, for canned, bottled and fountain beverages, for the DuPage Care Center, for the period July 30, 2023 through July 29, 2024, for a contract amount not to exceed \$21,000, under bid renewal #22-056-DCC.

8.E. [23-2359](#)

Recommendation for the approval of a contract purchase order to NDC Homecare, LLC dba Preferred Medical, for rental of Zyno pumps and accessories as needed, for the DuPage Care Center, for the period August 1, 2023 through July 31, 2024, for a contract not to exceed \$17,000, under quote renewal #21-048-CARE, second of three one-year optional renewals.

8.F. [23-2325](#)

FM-P-0103A-22 - Amendment to Resolution FM-P-0103-22, issued to Door Systems ASSA ABLOY US Inc., for preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed for County Facilities, for Facilities Management, for a change order to include the DuPage Care Center and increase the contract in the amount of \$35,000, resulting in a new total contract amount not to exceed \$95,780, an increase of 57.58%

## 9. BUDGET TRANSFERS

9.A. [23-2360](#)

Budget Transfer to transfer funds to provide for payment of overtime in the LIHEAP program - \$9,500. (Community Services)

9.B. [23-2361](#)

Budget Transfer to transfer funds since the Illinois Housing Development Authority ended its ERA2 program early prior to spending out allotted funds, there is surplus in the ERA2 program. To use this federal funding, going forward the Eviction Mediation Program will be charged to ERA2 instead of ARPA. Surplus Funding will be used to directly pay the Project Manager's salary, which is fully eligible under the ERA2 grant. Transfer is to cover the remainder of FY23 - \$50,500. (Community Services)



**10. TRAVEL****10.A. [23-2362](#)**

Travel Request - Community Services Manager to attend the mandatory Regional Ombudsman Quarterly Meeting and Long-Term Care Advisory Group Meeting for Senior Services in Springfield, Illinois from July 11, 2023 through July 13, 2023. (Travel approved by Human Services Chair Greg Schwarze) Expenses to include transportation, lodging, and per diems for approximate total of \$560. Senior Services grant funded 5000/1720.

**10.B. [23-2363](#)**

Travel Request - Community Services Manager to attend the National Adult Protective Services Conference to Learn the most current trends in Adult Protective Services (APS) in Boston, MA, from August 27, 2023 through August 31, 2023. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$2,506.50. Senior Services grant funded - 5000/1720.

**10.C. [23-2364](#)**

Travel Request - Community Services Case Manager to attend the National Adult Protective Services Conference to Learn the most current trends in Adult Protective Services (APS) in Boston, MA, from August 27, 2023 through August 31, 2023. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$2,516.50. Senior Services grant funded - 5000/1720.

**10.D. [23-2365](#)**

Travel Request - Six employees working with the Low Income Home Energy Assistance Program (LIHEAP) will travel to Springfield, Illinois for the annual LIHEAP mandated grant training pertaining to the 2024 funding for the State and Federal LIHEAP/PIPP grants, from August 7, 2023 through August 8, 2023. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), one car rental to drive all six staff to training, and per diems, for approximate combined total cost of \$1,463. LIHEAP Grant funded. (Community Services)

**10.E. [23-2366](#)**

Travel Request - Community Services Administrator to attend the annual Weatherization Roundtable put on by DECO and IACAA to discuss Weatherization Strategic Plan for the State of Illinois in Springfield, Illinois from July 19, 2023 through July 20, 2023. Expenses to include lodging and per diems for approximate total of \$186. Weatherization grant funded.

**10.F. [23-2367](#)**

Travel Request - Community Services Supervisor to attend the annual Weatherization Roundtable put on by DECO and IACAA to discuss Weatherization Strategic Plan for the State of Illinois in Springfield, Illinois from July 19, 2023 through July 20, 2023. Expenses to include lodging, miscellaneous expenses (parking, gasoline for County vehicle, etc.), and per diems for approximate total of \$261. Weatherization grant funded.

10.G. [23-2368](#)

Travel Request - Four (4) Community Development staff to attend the National Association for County Community And Economic Development (NACCED) Annual Educational Conference and Training in Salt Lake City, Utah, from September 18, 2023 through September 21, 2023. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for an approximate total for all four employees of \$9,261., 100% funded by the Community Development Block Grant. (Community Services)

**11. INFORMATIONAL**11.A. [23-2369](#)

GPN 037-23 Weatherization DOE Grant FY24 - Illinois Department of Commerce and Economic Opportunity - U.S. Department of Energy - \$595,551. (Community Services)

11.B. [23-2370](#)

GPN 038-23 Weatherization HHS Grant FY24 - Illinois Department of Commerce and Economic Opportunity - U.S. Department of Health and Human Services - \$736,590. (Community Services)

11.C. [23-2371](#)

GPN 039-23: Weatherization State Grant FY24 - Illinois Department of Commerce and Economic Opportunity - \$368,559. (Community Services)

**12. RESIDENCY WAIVERS - JANELLE CHADWICK****13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK****14. COMMUNITY SERVICES UPDATE - MARY KEATING****15. OLD BUSINESS****16. NEW BUSINESS****17. ADJOURNMENT**



## Minutes

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

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**File #:** 23-2357

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

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Human Services

### Final Summary

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

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**Tuesday, June 20, 2023**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

**2. ROLL CALL**

Other Board members present: Member Lucy Chang Evans and Member Yeena Yoo.

Member Garcia was late (9:35) due to being detained at a prior meeting.

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

**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

Chair Schwarze stated he will join Mary Keating, Vice Chair Paula Deacon Garcia, and the DuPage Foundation to present and distribute the immediate transformational grants to the recipient agencies at the July 18 County Board meeting. This is the third round derived from the ARPA funds' \$10M Transformational Grant project for food insecurities enacted a couple of years ago. This is the first of the three grant awards apportioned at DuPage County, which gives us the opportunity to meet the recipients. More information will be forthcoming.

Committee member Dawn DeSart stated she will be assisting on grading the CSBG Scholarship applications on Friday, June 23. Ms. DeSart has participated in this event annually since she has joined the County Board and finds it enjoyable to read the essays the students write. The scholarships can be used for college or technical vocational schools. She added there may be an opportunity to join the grading of the applications. If interested, please contact Gina Strafford-Ahmed in Community Services.

**5. APPROVAL OF MINUTES**

**5.A. [23-2154](#)**

Human Service Committee - Regular Meeting - Tuesday, June 6, 2023

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Kari Galassi

**6. COMMUNITY SERVICES - MARY KEATING****6.A. [FI-R-0155-23](#)**

Recommendation for an amendment to the Aging Case Coordination Unit Fund PY23, Company 5000, Accounting Unit 1660 and Accounting Unit 1720, pursuant to Resolution FI-R-0379-22, reallocating the disbursement of funds between State and Federal, no change to the total amount. (Community Services)

Member Garcia arrived at 9:35. She was detained at the Public Works meeting.

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

**6.B. [HS-P-0059-23](#)**

Recommendation for the approval of a County contract to Benevate, Inc., dba Neighborly Software, to support the grant application and management process within the Community Development division. This contract covers the period of July 1, 2023 through June 30, 2024, the second option of three one-year renewals, for a contract total not to exceed \$45,000, per RFP #21-011-CD. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

**7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING****7.A. [HS-R-0055-23](#)**

Recommendation for Approval of a Second Modification to a HOME Investment Partnerships Agreement with Catholic Charities, Project Number HM20-04a - Tenant Based Rental Assistance - to Comply with Violence Against Women Act (VAWA) Requirements.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Dawn DeSart

7.B. [HS-R-0056-23](#)

Recommendation for Approval of a Second Modification to a HOME Investment Partnerships Agreement with DuPage Pads, Project Number HM20-04b - Tenant Based Rental Assistance - to Comply with Violence Against Women Act (VAWA) Requirements.

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

7.C. [HS-R-0057-23](#)

Recommendation for Approval of a 6th Agreement Modification and a 2nd Regulatory Land Use Restrictions Modification with Bridge Communities, Project Number HM15-05 – Scattered Site Transitional Housing Rehab – to correct existing Agreement and RLURA non-compliance related to transitional housing, expand on tenant eligibility, and add a County imposed Continued Use period.

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

8. **DUPAGE CARE CENTER - JANELLE CHADWICK**8.A. [HS-P-0060-23](#)

Recommendation for the approval of a contract purchase order to Global Industrial, for touchless automatic paper towel roll dispensers, for the DuPage Care Center, for the period June 28, 2023 through November 30, 2023, for a contract total not to exceed \$74,200; per contract pursuant to the OMNIA Partners #R211402. (ARPA 2 Item)

Member DeSart asked what the ARPA2 represented she sees on several voting items. Janelle Chadwick replied that it is funding the Care Center receives specifically used to purchase items such as disinfection UV lights and not part of the County funds.

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

8.B. [HS-P-0061-23](#)

Recommendation for the approval of a contract purchase order to McKesson Medical Surgical Government Solutions, LLC, to furnish and deliver incontinent products for the DuPage Care Center, for the period of June 30, 2023 through June 29, 2025, for a contract total not to exceed \$240,000; per MMCAP contract MMS2200736.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

8.C. [23-2155](#)

Recommendation for the approval of a contract purchase order to Medline Industries, to furnish and deliver Rapid UV disinfection stations and stands for various units at the DuPage Care Center, for the period June 21, 2023 through November 30, 2023, for a total amount not to exceed \$18,219; contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract 2021003157. (ARPA 2 Item)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi
<b>AYES:</b>	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

## 9. BUDGET TRANSFERS

9.A. [23-2156](#)

Budget Transfer to transfer funds in the Community Services Block Grant to cover deficits for Overtime and Flexible Benefit Earnings due to unexpected increases in staff expenses - \$1,154. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Kari Galassi



9.B. [23-2157](#)

Budget Transfer to transfer Community Services Block Grant funds to purchase one box of 24 Ticket Rolls for the appointment check-in Kiosk Printer - \$475 (Community Services)

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

## 10. CONSENT ITEMS

10.A. [23-2158](#)

Amendment issued to Cardinal Health, Inc., for primary pharmaceuticals for in and out patient pharmacy services, for the DuPage Care Center, for the period July 1, 2022 through June 20, 2023, to extend contract through August 31, 2023. (5871-0001 SERV)

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

## 11. INFORMATIONAL

11.A. [23-2159](#)

GPN 033-23: Homeless Prevention Program PY24, Illinois Department of Human Services - \$173,600. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Kari Galassi
<b>SECONDER:</b>	Michael Childress

11.B. [23-2160](#)

GPN 034-23: Supportive Housing Program FY24, Illinois Department of Human Services \$151,563. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

**12. RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.

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

Janelle Chadwick, Administrator of the DuPage Care Center announced the Care Center Foundation's 19th Annual Golf Outing and Dinner on June 16 was a great success. Ms. Chadwick will share the financial numbers when available.

The Care Center remains Covid free and mask free.

Referring to the Care Center renovation, Ms. Chadwick stated the Health Facilities Services Review Board will be reviewing the Care Center's Certificate of Need on Tuesday, June 27. Ms. Chadwick has been working closely with the Review Board's staff to provide information as needed, and everything is in order. The celebration is scheduled for July 11 at 1:00 p.m.

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

Mary Keating, Director of Community Services, expressed her appreciation to the staff in Senior Services and the administrative staff that recognized World Elder Abuse Awareness Day on Thursday, June 15. There was a nice turnout. All participating staff wore matching t-shirts provided by a grant, gathered for photos, and did a walk around the campus. Ms. Keating thanked all the staff that does the daily work and to those that recognizes the importance of making people aware of the services available.

**15. OLD BUSINESS**

Chair Schwarze commented on the DuPage Care Center Foundation's golf outing, stating DuPage County Chair Deb Conroy, Mary Keating, and him all played golf. Dinner was attended by County Board Members Lucy Chang Evans, Yeena Yoo, Paula Deacon Garcia, and a lot of staff from the Care Center. He hopes to get more County Board members to attend next year for the 20th Annual Golf Outing.

**16. NEW BUSINESS**

Member Childress made the committee aware that Sickle Cell Awareness Day was Monday, June 19. As a person that has lost a brother and two nieces to the serious disease, he would like the committee to do more regarding the Sickle Cell disease and at least to make the community aware. Member Childress attended various Juneteenth events on Monday and spent time discussing the disease and gathering information.

Member Chang Evans stated there was a lot of discussion at JPS Committee about an area of unincorporated DuPage County with many names, one being the Willowbrook Corner, and the Hinsdale Lake Terrace Apartments. This area does not belong to Willowbrook or Hinsdale. It is in District 3, which Human Services Member Kari Galassi and County Board Member Lucy Chang Evans preside. The area houses one of the highest concentrations of low-income residents in DuPage County. With the recent mass shooting, Member Chang Evans is hoping the County will recognize there are a lot of residents needing more resources.

Coincidentally, Member Chang Evans had two meetings scheduled for June 20, one with the Willowbrook Coalition and one with the owner of Hinsdale Lake Terrace Apartments.

Preliminary discussions include placing a sheriff's office in the office complex. Member Chang Evans would also like to discuss with Mary Keating the possibility of having space for Community Services to work at the complex as well. Discussions are all in the early phases, and she will share more information as it becomes available. Member Chang Evans will collaborate with Member Galassi and Member Krajewski. She concluded that it is important for us to know who is living there and what they need.

## 17. ADJOURNMENT

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Michael Childress



## Finance Resolution

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

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**File #:** FI-R-0165-23

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

**Agenda #:** 7.A.

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ACCEPTANCE AND APPROPRIATION OF THE  
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT FY24  
INTER-GOVERNMENTAL AGREEMENT NO. 24-251028  
COMPANY 5000 - ACCOUNTING UNIT 1490  
\$368,559

(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 \$368,559 (THREE HUNDRED SIXTY-EIGHT THOUSAND, FIVE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 24-251028 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 September 30, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 24-251028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$368,559 (THREE HUNDRED SIXTY-EIGHT THOUSAND, FIVE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program State Grant FY24, Company 5000 - Accounting Unit 1490, for period July 1, 2023 through September 30, 2024; and

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

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

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

Enacted and approved this 18th of July, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE  
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT FY24  
INTER-GOVERNMENTAL AGREEMENT NO. 24-251028  
COMPANY 5000 – ACCOUNTING UNIT 1490  
\$368,559

REVENUE

41400-0006 - State Operating Grant - IDCEO	\$	<u>368,559</u>	
TOTAL ANTICIPATED REVENUE			\$ <u><u>368,559</u></u>

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	91,807	
50010-0000 - Overtime		0	
50040-0000 - Part Time Help		0	
51010-0000 - Employer Share I.M.R.F.		7,155	
51030-0000 - Employer Share Social Security		7,035	
51040-0000 - Employee Med & Hosp Insurance		11,248	
51050-0000 - Flexible Benefit Earnings		<u>148</u>	
TOTAL PERSONNEL			\$ 117,393

CONTRACTUAL

53010-0000 - Engineering/Architectural Svc	\$	0	
53090-0000 - Other Professional Services	\$	<u>251,166</u>	
TOTAL CONTRACTUAL			\$ 251,166

TOTAL ADDITIONAL APPROPRIATION			\$ <u><u>368,559</u></u>
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## ATTACHMENT II

Agreement No 24-251028

### GRANT AGREEMENT



BETWEEN

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

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 607 E Adams St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

### PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

### ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **135836026** is Grantee's correct DUNS Number; W7KRN7E54898 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and **366006551** is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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



1.2. Amount of Agreement. Grant Funds shall not exceed **\$368,559.00** of which **\$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement

1.3. 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 420-70-0087 and the CSFA Name is Weatherization Assistance for Low Income Persons. The State Award Identification Number is 87-42082.

1.4. Term. This Agreement shall be effective on **06/01/2023** and shall expire on **09/30/2024** (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. 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 shall 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 shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

Signature on File

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

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

Date:

6/22/23

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

Printed Name: Mary A Keating

Date:

Printed Title: Executive Director

Printed Name:

Email: Mary.Keating@dupageco.org

Printed Title:

Designee

By: \_\_\_\_\_  
Signature of First Other Approver, If Applicable

Date:

Printed Name:

Printed Title:

Other Approver

By: \_\_\_\_\_  
Signature of Second Other Approver, If Applicable

Date:

Printed Name:

Printed Title:

Second Other Approver

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 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. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to 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 the Grantor in accordance with ARTICLE XVIII.

### ARTICLE III DEFINITIONS

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

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 the 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.

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

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

"DUNS Number" 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.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant" 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 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.

"Unallowable Costs" 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 IV PAYMENT

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 the 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 shall 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 Section 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 the 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 the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed 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. Grantee agrees that Grantor shall 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 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 the 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. Grantee shall be paid 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 shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall 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 **PART TWO**, **PART THREE** or **Exhibit C**. 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 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 sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

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 shall be 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 GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall 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 will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. 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 shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall 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.

## 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 shall 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 the 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 the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(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 shall 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 costs 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. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. 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.

7.8. 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 708/520, Grantee shall 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 should 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 entity's organization (Paragraphs 7.4 through 7.7).

(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 G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall 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 Grant, 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 should 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 Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained 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.** Records of expenditures must be maintained 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 shall 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.

7.9. **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).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program



costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications 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 (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contrwith 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 1961 (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, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and 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 them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(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), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** 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 shall 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 it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(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

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debarment, 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) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall 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 Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **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 shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **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 sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and



respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

#### ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, 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.

#### ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

#### ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly 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. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any 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.

11.3. 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 shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with 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.

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

11.6. 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 shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall 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.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall 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, the 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 shall cooperate fully in any such audit or inquiry.

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

12.4. 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 shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall 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 XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in PART TWO or PART THREE, unless additional information regarding required financial reports is set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 200.208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

#### 13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than 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 for this Agreement or Agreement termination. The format of this Close-out Report shall 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 will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall 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 of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than 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)(1).

14.3. 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. Appendices may be used to include additional supportive documentation. 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.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.211.

#### ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and 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.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to 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 the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The 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 Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the audit.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. 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 Consolidated Year-End Financial Report(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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the 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 Grants, 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 G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, 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 shall 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 Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

#### 15.4. "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 Grants, Grantee is required to 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the 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 Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.



15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such 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 will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. 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).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(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 Grant;

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

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. 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 determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. 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 shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. 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 of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall 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:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) 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. 2 CFR 200.343.

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

## ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant 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 sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).



17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor 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 XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall 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).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees 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 agrees that it will 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 will provide any and 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. This ARTICLE XIX 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 XIX shall constitute a material breach of this Agreement.

#### ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

## ARTICLE XXI CONFLICT OF INTEREST

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used 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 the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. 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, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. 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 shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant 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. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the 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.

22.3. 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 which cost 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 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are



obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within 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. The Grantee shall 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.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, 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 XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. 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 shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to 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]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to 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 to cooperate with Grantor in joint or coordinated releases of information.

#### ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall 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.

24.2. 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 shall be surrendered to Grantor.

#### ARTICLE XXV LAWSUITS AND INDEMNIFICATION

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25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will 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 will be required to 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 shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 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 entity. 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 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 shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI  
MISCELLANEOUS**

26.1. 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 Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

26.5. 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.



26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act 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.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be 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.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall 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)).

26.12. 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 shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(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.

26.13. 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 shall control. 30 ILCS 708/80.

26.14. Headings. Article 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.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall

be 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 shall be deemed original for all purposes.

26.17. 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the 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 XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

**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 E within the term of this Agreement, as provided in paragraph 1.4, 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 Illinois Home Weatherization Assistance Program ("IHWAP"), Grantor will assist low-income residents conserve fuel and defray rising costs of energy. Grantee (as defined below) will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

Funds will be allocated to the Grantee to administer the IHWAP on a local level, completing weatherization of homes and providing IHWAP-related services for low-income families in Illinois. Grantee must comply with all IHWAP requirements, policies and procedures as set forth by Grantor including, but not limited to, IHWAP program manuals, procedure and technical assistance memoranda, other written directives such as monitoring field visit letters, and any other related guidance.

**Program Objective**

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy as prescribed in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A), and Grantor shall distribute/pay Grant Funds to the Grantee in compliance with the Budget. The Grantee agrees to perform the activities as outlined in Exhibits A and B, herein in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), the Illinois Administrative Rules (47 Ill Admin. Code Part 100) and the Weatherization Assistance Program for Low-Income Persons (42 U.S.C. § 6861 *et seq.*).

This Agreement is issued contingent upon the Grantee's successful completion of the 2023 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2023 IHWAP grant agreement may result in termination of this Agreement.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Grantee will complete the tasks required by the IHWAP, including but not limited to:

1. Conducting outreach to recruit eligible clients;
2. Reviewing and completing applications;
3. Performing home assessments;
4. Hiring contractors to perform health and safety & energy conservation measures;
5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and
6. Completing all billing/reporting paperwork.

EXHIBIT C

PAYMENT

Grantee shall receive \$368,559.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above 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.



EXHIBIT D

CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of the change of address. In the event that Grantor's contact information changes, Grantor shall notify the Grantee of the change.

**GRANTOR CONTACT**

Name: Judy Brady  
 Title: Grant Manager  
 Address: 607 E Adams St  
 Springfield, IL 62701  
 Phone: 217-685-0294  
 TTY#: (800) 785-6055  
 Fax#: N/A  
 Email Address: judy.brady@illinois.gov

**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  
 Fax#: 630-407-6501  
 Email Address: Mary.Keating@dupageco.org  
 Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: Gina Strafford-Ahmed  
 Authorized Designee Title: Administrator  
 Authorized Designee Phone: 630-407-6444  
 Authorized Designee Email: gina.strafford@dupageco.org Signature on File

Authorized Designee Signature: [Signature] Signature on File

Authorized Signatory Approval: [Signature]

Authorized Designee: Geoffrey Kinczyk  
 Authorized Designee Title: Principal accountant  
 Authorized Designee Phone: 630-407-6182  
 Authorized Designee Email: geoffrey.kinczyk@dupageco.org Signature on File

Authorized Designee Signature: [Signature] Signature on File

Authorized Signatory Approval: [Signature]

**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: Belle Haile  
Email: [Belainesh.Haile@Illinois.gov](mailto:Belainesh.Haile@Illinois.gov)  
Phone: 217-524-0255  
Fax#: N/A  
  
Address: 607 E Adams St  
Springfield, IL 62701

**EXHIBIT E**

**PERFORMANCE MEASURES**

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

- Production Status versus Production Plan: How many projects are completed compared to the Grantee's production plan? (WeatherWorks Tracker)
- Completed Units
- Work Order Printed Units
- Approved Status Units
- Percentage of Grant Funds expended



**EXHIBIT F**

**PERFORMANCE STANDARDS**

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 G**

**SPECIFIC CONDITIONS**

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

No Specific Conditions.

## PART TWO – THE GRANTOR-SPECIFIC TERMS

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

### ARTICLE XXVII AUTHORIZED SIGNATORY

27.1. 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 herein in paragraph 1.6 or **Exhibit D**. 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 D**. Without such 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 D**. If an Authorized Designee(s) appears on **Exhibit D**, please 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 XXVIII ADDITIONAL AUDIT PROVISIONS

28.1. 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 XXIX ADDITIONAL MONITORING PROVISIONS

29.1. 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.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE XII, 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 shall 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 shall 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 XXX  
ADDITIONAL INTEREST PROVISIONS**

30.1. 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 33.2 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 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII 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 30.1 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXXI  
ADDITIONAL BUDGET PROVISIONS**

31.1. Restrictions on Discretionary 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 2 CFR 200.308.

**ARTICLE XXXII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

32.1. 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 shall 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 contrwith 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

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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 sub-paragraph (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 paragraph 32.1(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 XVI herein and any applicable rules.

#### ARTICLE XXXIII

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

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XVI 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.

33.2. 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 said date.

33.3. 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

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recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall 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.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all 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.

33.5. 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 **Exhibit C**. 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 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. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

#### **ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS**

34.1. 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 shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. 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 34.1 and 34.3, 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 proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall 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 E**).

34.3. 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.

34.4. 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 grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms 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 section.

34.5. 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 E) 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 XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. 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.

35.2. 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 XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. 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 shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

36.2. 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 Exhibit C 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.

36.3. 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.

**ARTICLE XXXVII  
APPLICABLE STATUTES**

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

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. 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.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall 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.

37.3. 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 shall 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).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 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 a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 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.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. 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.

37.6. Steel Products Procurement Act (30 ILCS 565 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

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

37.7. 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.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *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 shall 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 shall 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 shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(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. Such safeguards shall 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 shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by 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

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Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 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 37.8, 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 XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept 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.

38.2. 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 (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

#### ARTICLE XXXIX 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.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall 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 Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.



39.3. 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. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement 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.**

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

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### PART THREE – THE PROJECT-SPECIFIC TERMS

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

#### ARTICLE XL REPORT DELIVERABLE SCHEDULE

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

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. 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 06/01/2023 - 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 06/01/2023 - 12/31/2023; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### October 2024

- Annual Annual Financial Report (10/30/2024) - Covering Period of 01/01/2024 - 09/30/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (10/30/2024) - Covering Period of 01/01/2024 - 09/30/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### November 2024

- End of grant Closeout Financial Report and Reconciliation (11/14/2024) - Covering Period of 06/01/2023 - 09/30/2024; 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 (11/14/2024) - Covering Period of 06/01/2023 - 09/30/2024; Send To: Grant Manager
  - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

40.4. 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 26.5 and Article XXXIV, 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 XIII, XIV, XV and XL 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 XLI GRANT-SPECIFIC TERMS/CONDITIONS

41.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2023 Illinois Home Weatherization Assistance Program ("IHWAP"). Failure of the Grantee to comply with the terms and conditions of the 2023 IHWAP Grant Agreement may result in termination of this Agreement.

41.2. 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 Federal Awards at 2 CFR 200, (the "Uniform Requirements"). For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor's IHWAP Operations Manual, the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures.

41.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the Administration 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 Administration and Program Support funds, respectively.

(a) Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

(b) Grantee shall receive reimbursement for Allowable Costs under the Program Support cost category at a ratio of 35% of the Allowable Costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a weatherization crew, Grantee shall receive reimbursement for Allowable Costs as set forth, herein at an increased ratio of 45%.

41.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 13.1, 14.1 and 40.3, herein, as applicable, Grantee must provide the following reports to Grantor:

- (a) A certified cost report 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.



41.5. Method of Compensation.

(a) In addition to the payment methods 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 cost principles at 2 CFR 200. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

41.6. Additional Audit Requirements. In addition to the audit requirements in Article XV, 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.

41.7. 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 XXII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–75.316, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 – 75.314, 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 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 2 CFR 200.313 and paragraph 22.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.313–200.314, Non-expendable Personal Property must be used for IHWAP 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 IHWAP 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 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.

41.8. Procurement. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 and in the Grantor's Office of Community Assistance Procurement Manual ("OCA Procurement Manual"). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis. See 2 CFR 200.332; OCA Procurement Manual at 23-24.

41.9. 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 2 CFR 200.474. 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 2 CFR 200.444, 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 a 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.

41.10. Publication, Reproduction and Use of Material. In addition to Article XXIII, 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.

41.11. Debarment. In addition to Grantee's certification in paragraph 8.1(k) and the representations and warranties in paragraph 32.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 8.1(k) and 32.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

41.12. Bond and Depository Insurance Requirements.

(a) Pursuant to 2 CFR 200.304, 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 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(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.

41.13. Real Property Expenditures Prohibited. Grantee expressly understands and agrees not to use Grant Funds provided under this Agreement 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.

41.14. 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 2 CFR 200.308, subject to the following:

- Program Support Grant Funds: Pursuant to paragraph 6.4, 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 under this Award; 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 (Materials/Labor and Health and Safety): Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor and Health and Safety sub-line items in the Client Benefits cost category. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.
- Administrative Grant Funds: Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Direct Administration cost category of the Budget under this Award. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or an 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 under this Award.



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.

41.15. 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 IHWAP 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.

41.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 33.5, 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:	2023
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	24-251028
CSFA Description:			

**Section A: State of Illinois Funds**

Revenues

State of Illinois Grant Amount Requested	\$368,559.00	
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Budget Expenditure Categories

	<u>Summary</u>	<u>Detail</u>
1. Personnel (200.430)	\$91,808.00	
0101 PERSONNEL SALARIES AND WAGES		\$68,973.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$22,835.00
2. Fringe Benefits (200.431)	\$25,585.00	
0102 FRINGE BENEFITS		\$18,935.00
0302 ADMIN-FRINGE BENEFITS		\$6,650.00
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)	\$251,166.00	
0201 MATERIALS AND LABOR		\$213,491.00
0202 HEALTH AND SAFETY		\$37,675.00
16. Total Direct Costs (add lines 1-15)	\$368,559.00	\$368,559.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text"/> %		
Base: <input style="width: 200px;" type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$368,559.00	\$368,559.00

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 Negotiated 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, Appendix 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 CFR 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(S); or  
☐ complies with other statutory policies. Rate:  %
- 5) ☒ No reimbursement of Indirect Cost is being requested.

#### 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: DuPage County

NOFO Number: 0

Grant Number: 24-251028

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: County of DuPage  
Signature on File 2

Signature: 

Printed Name: Mary Keating

Title: Director

Phone: 630-407-6457

Date: 6/22/23

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.



Attachment B. Exhibit G Continued – No Conditions

# Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: Office of Community Assistance
State Award ID Number (SAIN)	87-42082
State Program Description	The Illinois Home Weatherization Assistance Program (IHWAP) funded through the Department of Energy (DOE), Department of Health and Human Services (HHS), and the State Supplemental Low Income Energy Assistance Fund (SLIHEAP), is implemented through designated grantees to provide services to eligible low income households in Illinois. The client assistance funds available through this grant help eligible households conserve fuel and defray rising costs of energy in accordance with the U.S. DOE Weatherization Assistance Program State Plan. Up to 15% of the HHS LIHEAP Block Grant and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Ben Moore Phone: 217-558-2874 Email: Ben.Moore@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126    UEI: W7KRN7E54898    FEIN: 366006551
Period of Performance	Start Date: 7/1/2023    End Date: 9/30/2024

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
550	420-70-0087		\$368,559.00
TOTAL			\$368,559.00
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.			

## Illinois Grant Accountability and Transparency Notice of State Award

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0.00% Base: N/A Period: State Fiscal Year 2024
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)  Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1  Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement.  Grantor-Specific Terms that will be included in the final grant agreement can be found at: <a href="https://www2.illinois.gov/dceo/AboutDCEO/GrantOpportunities/Pages/GranteeResources.aspx">https://www2.illinois.gov/dceo/AboutDCEO/GrantOpportunities/Pages/GranteeResources.aspx</a>
Program-Specific Term(s)	Information about the Weatherization Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 et seq.) and the corresponding Department of Energy federal regulations (10 CFR 440).

**Illinois Grant Accountability and Transparency  
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE****The nature of the additional requirements****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

NO FISCAL &amp; ADMINISTRATIVE CONDITIONS

**The reason why the additional requirements are being imposed****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The nature of the action needed to remove the additional requirement, if applicable****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The time allowed for completing the actions, if applicable****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The method for requesting reconsideration of the additional requirements imposed****GATA Conditions:**

None

**Agency Explanation:**

Your assigned OCA Fiscal Monitor will review your ICQ responses and any associated risks during the next fiscal monitoring visit. No further action required at this time.



**Illinois Grant Accountability and Transparency  
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC****The nature of the additional requirements****Agency Adjustments / Explanation:**

NO PROGRAMMATIC CONDITIONS

**The reason why the additional requirements are being imposed****Agency Adjustments / Explanation:****The nature of the action needed to remove the additional requirement, if applicable****Agency Adjustments / Explanation:****The time allowed for completing the actions, if applicable****Agency Adjustments / Explanation:****The method for requesting reconsideration of the additional requirements imposed****Agency Explanation:**

Your assigned OCA Weatherization Monitor will review your PRAQ responses and any associated risks during the next Weatherization program monitoring visit. No further action required at this time.



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**File #:** FI-R-0166-23

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

**Agenda #:** 7.B.

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ACCEPTANCE AND APPROPRIATION OF  
THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT PY24  
INTER-GOVERNMENTAL AGREEMENT NO. 23-221028  
COMPANY 5000 - ACCOUNTING UNIT 1430  
\$736,590

(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 \$736,590 (SEVEN HUNDRED THIRTY-SIX THOUSAND, FIVE HUNDRED NINETY AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 23-221028 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 June 1, 2023 through September 30, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 23-221028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$736,590 (SEVEN HUNDRED THIRTY-SIX THOUSAND, FIVE HUNDRED NINETY AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program HHS Grant PY24, Company 5000 - Accounting Unit 1430, for period June 1, 2023 through September 30, 2024; and

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

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

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

Enacted and approved this 18th of July, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE  
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT FY24  
INTER-GOVERNMENTAL AGREEMENT NO. 23-221028  
COMPANY 5000 – ACCOUNTING UNIT 1430  
\$736,590

REVENUE

41000-0002 - Federal Operating Grant - HHS	\$	<u>736,590</u>	
TOTAL ANTICIPATED REVENUE			\$ <u><u>736,590</u></u>

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	191,319	
51010-0000 - Employer Share I.M.R.F.		14,888	
51030-0000 - Employer Share Social Security		14,658	
51040-0000 - Employee Med & Hosp Insurance		23,924	
51050-0000 - Flexible Benefit Earnings		<u>286</u>	
TOTAL PERSONNEL			\$ 245,075

CONTRACTUAL

53090-0000 - Other Professional Services	\$	485,976	
53500-0000 - Mileage Expense		301	
53510-0000 - Travel Expense		346	
53610-0000 - Instruction & Schooling		<u>4,892</u>	
TOTAL CONTRACTUAL			\$ 491,515

TOTAL ADDITIONAL APPROPRIATION			\$ <u><u>736,590</u></u>
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## GRANT AGREEMENT



BETWEEN

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

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 607 E Adams St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS  
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **135836026** is Grantee's correct DUNS Number; W7KRN7E54898 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and **366006551** is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed **\$736,590.00** of which **\$736,590.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **G-2302ILLIEA**, the federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2022**. If applicable, the Assistance Listing Program Title is **Low-Income Home Energy Assistance** and Assistance Listing Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low Income Persons. The State Award Identification Number is 87-42070.

1.4. Term. This Agreement shall be effective on **06/01/2023** and shall expire on **09/30/2024** (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. 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 shall 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 shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY**

**DUPAGE COUNTY**

Signature on File

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

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

Date: 6/20/23

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

Printed Name: Mary A Keating

Printed Title: Executive Director

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

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

Email: Mary.Keating@dupageco.org

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

By: \_\_\_\_\_  
Signature of First Other Approver, if Applicable

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

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

Printed Title: \_\_\_\_\_  
Other Approver

By: \_\_\_\_\_  
Signature of Second Other Approver, if Applicable

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

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

Printed Title: \_\_\_\_\_  
Second Other Approver

\_\_\_\_\_



**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 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. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to 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 the Grantor in accordance with ARTICLE XVIII.



### ARTICLE III DEFINITIONS

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

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 the 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.

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

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

"DUNS Number" 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.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant" 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 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.

"Unallowable Costs" 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 IV PAYMENT

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 the 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 shall 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 Section 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 the 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 the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.



4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed 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. Grantee agrees that Grantor shall 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 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 the 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. Grantee shall be paid 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 shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall 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 **PART TWO**, **PART THREE** or **Exhibit C**. 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 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 sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

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 shall be 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 GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall 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 will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. 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 shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall 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.

## 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 shall 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 the 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 the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(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 shall 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 costs 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. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. 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.

7.8. 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 708/520, Grantee shall 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 should 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 entity's organization (Paragraphs 7.4 through 7.7).

(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 G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall 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 Grant, 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 should 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 Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained 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.** Records of expenditures must be maintained 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 shall 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.

7.9. **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).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program



costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications 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 (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contrwith 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 1961 (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, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and 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 them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(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), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** 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 shall 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 it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(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, 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) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall 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 Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **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 shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **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 sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and



respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

#### **ARTICLE IX CRIMINAL DISCLOSURE**

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, 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.

#### **ARTICLE X UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

#### **ARTICLE XI LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly 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. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any 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.

11.3. 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 shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with 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.

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

11.6. 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 shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall 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.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall 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, the 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 shall cooperate fully in any such audit or inquiry.

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

12.4. 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 shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall 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 XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 200.208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

#### 13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than 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 for this Agreement or Agreement termination. The format of this Close-out Report shall 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 will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall 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 of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than 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)(1).

14.3. 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. Appendices may be used to include additional supportive documentation. 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.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.211.

## ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and 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.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to 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 the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The 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 Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the audit.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. 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 Consolidated Year-End Financial Report(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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the 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 Grants, 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 G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, 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 shall 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 Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

#### 15.4. "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 Grants, Grantee is required to 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the 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 Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such 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 will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. 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).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(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 Grant;

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

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. 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 determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.



16.3. 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 shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. 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 of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall 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:

(i) Grantor expressly authorizes them in the notice of suspension or termination;  
and

(ii) 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. 2 CFR 200.343.

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

**ARTICLE XVII**  
**SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant 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 sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).



17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor 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 XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall 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).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

## ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees 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 agrees that it will 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 will provide any and 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. This ARTICLE XIX 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 XIX shall constitute a material breach of this Agreement.

## ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

## ARTICLE XXI CONFLICT OF INTEREST

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used 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 the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. 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, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. 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 shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant 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. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the 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.

22.3. 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 which cost 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 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are



obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within 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. The Grantee shall 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.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, 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 XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. 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 shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to 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]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to 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 to cooperate with Grantor in joint or coordinated releases of information.

#### ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall 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**.

24.2. 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 shall be surrendered to Grantor.

#### ARTICLE XXV LAWSUITS AND INDEMNIFICATION



25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will 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 will be required to 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 shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 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 entity. 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 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 shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXVI MISCELLANEOUS

26.1. 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 Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

26.5. 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.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act 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.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be 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.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall 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)).

26.12. 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 shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(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.

26.13. 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 shall control. 30 ILCS 708/80.

26.14. Headings. Article 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.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall



be 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 shall be deemed original for all purposes.

26.17. 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the 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 XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

**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 E within the term of this Agreement, as provided in paragraph 1.4, herein.

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

The purpose of this authority is as follows:

To provide grants for weatherization services under a comprehensive low income energy assistance program.

### PROJECT DESCRIPTION:

Through the Illinois Home Weatherization Assistance Program ("IHWAP"), Grantor will assist low-income residents conserve fuel and defray rising costs of energy. Grantee will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

Funds will be allocated to the Grantee to administer the IHWAP on a local level, completing weatherization of homes and providing IHWAP-related services for low-income families in Illinois. Grantee must comply with all IHWAP requirements, policies and procedures as set forth by Grantor and the U.S. Department of Health and Human Services ("HHS") including, but not limited to, IHWAP program manuals, procedure and technical assistance memoranda, other written directives such as monitoring field visit letters, and any other related guidance.

### Program Objective

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization 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 Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the Grant Funds to the Grantee in accordance with the Budget and the Energy Assistance Act (305 ILCS 20/1 *et seq.*), the Illinois Administrative Rules (47 Ill Admin. Code Part 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 *et seq.*), the corresponding Weatherization requirements included in the LIHEAP State Plan approved by HHS and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor.

This Agreement is issued contingent upon the Grantee's successful completion of the 2023 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2023 IHWAP grant agreement may result in termination of this Agreement.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Grantee will complete the following tasks, including but not limited to:

1. Conducting outreach to recruit eligible clients;
2. Reviewing and completing applications;
3. Performing home assessments;
4. Hiring contractors to perform health and safety & energy conservation measures;
5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and
6. Completing all billing/reporting paperwork.

**EXHIBIT C**

**PAYMENT**

Grantee shall receive \$736,590.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above 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.



EXHIBIT D

CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of the change of address. In the event that Grantor's contact information changes, Grantor shall notify the Grantee of the change.

**GRANTOR CONTACT**

Name: Judy Brady  
 Title: Grant Manager  
 Address: 607 E Adams St  
 Springfield, IL 62701  
 Phone: 217-685-0294  
 TTY#: (800) 785-6055  
 Fax#: N/A  
 Email Address: judy.brady@illinois.gov

**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  
 Fax#: 630-407-6501  
 Email Address: Mary.Keating@dupageco.org  
 Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: Gina Stratford Ahmed  
 Authorized Designee Title: Administrator  
 Authorized Designee Phone: 630-407-6444  
 Authorized Designee Email: gina.stratford@dupageco.org Signature on File

Authorized Designee Signature: [Signature] Signature on File

Authorized Signatory Approval: [Signature]

Authorized Designee: Geoffrey Kinczyk  
 Authorized Designee Title: Senior Accountant  
 Authorized Designee Phone: 630-407-6182  
 Authorized Designee Email: geoffrey.kinczyk@dupageco.org Signature on File

Authorized Designee Signature: [Signature] Signature on File

Authorized Signatory Approval: [Signature]

**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: Belle Haile  
Email: [Belainesh.Haile@Illinois.gov](mailto:Belainesh.Haile@Illinois.gov)  
Phone: 217-524-0255  
Fax#: N/A  
  
Address: 607 E Adams St  
Springfield, IL 62701

**EXHIBIT E**

**PERFORMANCE MEASURES**

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

- Production Status versus Production Plan: How many projects are completed compared to the Grantee's production plan? (WeatherWorks Tracker)
- Completed Units
- Work Order Printed Units
- Approved Status Units
- Percentage of Grant Funds expended



**EXHIBIT F**

**PERFORMANCE STANDARDS**

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 G**

**SPECIFIC CONDITIONS**

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

No Specific Conditions.

## PART TWO – THE GRANTOR-SPECIFIC TERMS

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

### ARTICLE XXVII AUTHORIZED SIGNATORY

27.1. 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 herein in paragraph 1.6 or **Exhibit D**. 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 D**. Without such 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 D**. If an Authorized Designee(s) appears on **Exhibit D**, please 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 XXVIII ADDITIONAL AUDIT PROVISIONS

28.1. 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 XXIX ADDITIONAL MONITORING PROVISIONS

29.1. 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.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE XII, 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 shall 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 shall 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 XXX  
ADDITIONAL INTEREST PROVISIONS**

30.1. 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 33.2 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 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII 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 30.1 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXXI  
ADDITIONAL BUDGET PROVISIONS**

31.1. Restrictions on Discretionary 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 2 CFR 200.308.

**ARTICLE XXXII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

32.1. 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 shall 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 contrwith 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 sub-paragraph (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 paragraph 32.1(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 XVI herein and any applicable rules.

#### ARTICLE XXXIII

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

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XVI 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.

33.2. 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 said date.

33.3. 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

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recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall 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.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all 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.

33.5. 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 **Exhibit C**. 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 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. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

#### ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. 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 shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. 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 34.1 and 34.3, 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 proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall 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 E**).

34.3. 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.

34.4. 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 grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms 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 section.

34.5. 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 E) 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 XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. 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.

35.2. 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 XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. 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 shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

36.2. 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 Exhibit C 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.

36.3. 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.

**ARTICLE XXXVII  
APPLICABLE STATUTES**

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

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. 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.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall 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.

37.3. 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 shall 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).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 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 a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 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.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. 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.

37.6. Steel Products Procurement Act (30 ILCS 565 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

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

37.7. 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.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *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 shall 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 shall 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 shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(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. Such safeguards shall 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 shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by 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 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 37.8, 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 XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS**

38.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept 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.

38.2. **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 (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

#### **ARTICLE XXXIX 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.

39.1. **Compliance With Applicable Law.** The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that shall 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 Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. 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. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement 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.**

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

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### PART THREE – THE PROJECT-SPECIFIC TERMS

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

#### ARTICLE XL REPORT DELIVERABLE SCHEDULE

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

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. 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 06/01/2023 - 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 06/01/2023 - 12/31/2023; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### October 2024

- Annual Annual Financial Report (10/30/2024) - Covering Period of 01/01/2024 - 09/30/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (10/30/2024) - Covering Period of 01/01/2024 - 09/30/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### November 2024

- End of grant Closeout Financial Report and Reconciliation (11/14/2024) - Covering Period of 06/01/2023 - 09/30/2024; 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 (11/14/2024) - Covering Period of 06/01/2023 - 09/30/2024; Send To: Grant Manager
  - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

40.4. 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 26.5 and Article XXXIV, 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 XIII, XIV, XV and XL 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 XLI GRANT-SPECIFIC TERMS/CONDITIONS

41.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2023 Illinois Home Weatherization Assistance Program ("IHWAP"). Failure of the Grantee to comply with the terms and conditions of the 2023 IHWAP Grant Agreement may result in termination of this Agreement.

41.2. 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 and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor's IHWAP Operations Manual, the Low-Income Home Energy Assistance ("LIHEAP") Act of 1981 (42 USC §§ 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), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by HHS may be found at 2 CFR 300.

41.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the Administration 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 Administration and Program Support funds, respectively.

(a) Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

(b) Grantee shall receive reimbursement for Allowable Costs under the Program Support cost category at a ratio of 35% of the Allowable Costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a weatherization crew, Grantee shall receive reimbursement for Allowable Costs as set forth, herein at an increased ratio of 45%.

41.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 13.1, 14.1 and 40.3, herein, as applicable, Grantee must provide the following reports to Grantor:

(a) A certified cost report 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.

41.5. Method of Compensation.

(a) In addition to the payment methods 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.

41.6. Additional Audit Requirements. In addition to the audit requirements in Article XV, 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.

41.7. 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 XXII, 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 IHWAP 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 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 22.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 45 CFR §§ 75.320–75.321, Non-expendable Personal Property must be used for IHWAP 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 IHWAP 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 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.

41.8. Procurement. Grantee shall follow the procurement standards as established in 45 CFR §§ 75.326 – 75.335 and in the Grantor's Office of Community Assistance Procurement Manual ("OCA Procurement Manual"). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis. See 45 CFR 75.332; OCA Procurement Manual at 23-24.

41.9. 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.

41.10. Publication, Reproduction and Use of Material. In addition to Article XXIII, 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.

41.11. Debarment. In addition to Grantee's certification in paragraph 8.1(k) and the representations and warranties in paragraph 32.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 8.1(k) and 32.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

41.12. 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.

41.13. Real Property Expenditures Prohibited. Grantee expressly understands and agrees not to use Grant Funds provided under this Agreement 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.

41.14. 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 Grant Funds: Pursuant to paragraph 6.4, 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 under this Award; 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 (Materials/Labor and Health and Safety) Grant Funds: Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor and Health and Safety sub-line items in the Client Benefits cost category. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.
- Administrative Grant Funds: Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Direct Administration cost category of the Budget under this Award. 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 t [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 under this Award.

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.

**41.15. 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 IHWAP 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.

41.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 33.5, 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:	2023
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	23-221028
CSFA Description:			

**Section A: State of Illinois Funds**

**Revenues**

State of Illinois Grant Amount Requested	\$736,590.00	
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**Budget Expenditure Categories**

	<u>Summary</u>	<u>Detail</u>
1. Personnel (200.430)	\$167,681.00	
0101 PERSONNEL SALARIES AND WAGES		\$133,454.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$34,227.00
2. Fringe Benefits (200.431)	\$46,605.00	
0102 FRINGE BENEFITS		\$36,637.00
0302 ADMIN-FRINGE BENEFITS		\$9,968.00
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)	\$36,328.00	
0402 TRAINING & TECH ASSIST		\$36,328.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)	\$485,976.00	
0201 MATERIAL AND LABOR		\$413,080.00
0202 HEALTH AND SAFETY		\$72,896.00
16. Total Direct Costs (add lines 1-15)	\$736,590.00	\$736,590.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text"/> %		
Base: <input style="width: 200px;" type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$736,590.00	\$736,590.00

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, Appendix 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. Rate:  %
- 5) ☒ No reimbursement of Indirect Cost is being requested.

#### 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: DuPage CountyNOFO Number: 0Grant Number: 23-221028

**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: County of DuPage*Signature on File*Signature: Printed Name: Mary KeatingTitle: DirectorPhone: 630-407-6457Date: 6/20/23

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.

Attachment B. Exhibit G Continued – No Conditions



## Care Center Requisition \$30,000 and Over

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

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

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

**Agenda #:** 8.A.

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AWARDING RESOLUTION ISSUED TO  
PROFESSIONAL MEDICAL & SURGICAL SUPPLY, INC.  
TO PROVIDE OSTOMY, TRACHEOSTOMY, UROLOGICAL AND ENTERAL SUPPLIES  
AND SERVICES (MED B) AND ENTERAL FEEDING FORMULAS  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$72,000.00)

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 Professional Medical & Surgical Supply, Inc, to provide Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the period of July 30, 2023 through July 29, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the period of July 30, 2023 through July 29, 2024, for the DuPage Care Center, under bid renewal #22-040-DCC, first 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 Professional Medical & Surgical Supply, Inc., 1917 Garnet Court, New Lenox, Illinois 60451, for a contract total amount of \$72,000.00.

Enacted and approved this 18th day of July, 2023, at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK





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

### SECTION 1: DESCRIPTION

<b>General Tracking</b>		<b>Contract Terms</b>	
FILE ID#: 23-2268	RFP, BID, QUOTE OR RENEWAL #: 22-040-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$85,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$301,000.00
	CURRENT TERM TOTAL COST: \$72,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<b>Vendor Information</b>		<b>Department Information</b>	
VENDOR: Professional Medical & Surgical Supply, Inc.	VENDOR #: 11409	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida
VENDOR CONTACT: Alan Ferry, Jr.	VENDOR CONTACT PHONE: 800-648-5190	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupageco.org
VENDOR CONTACT EMAIL: alanf@promedsupply.com	VENDOR WEBSITE:	DEPT REQ #: 7398	

#### Overview

**DESCRIPTION** Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). To furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2023 through July 29, 2024, for a total contract not to exceed \$72,000.00, under bid renewal #22-040-DCC, first of three one-year optional renewals.

**JUSTIFICATION** Summarize why this procurement is necessary and what objectives will be accomplished  
The DPCC currently does not have the resources to bill Medicare Part B for these products. Allowing a company to bill Medicare is a cost-effective way of providing these products. DPCC is regulated by the IL Department of Public Health which mandates & monitors our ongoing compliance with all applicable State & Federal regulations that govern our practices, policies & procedures which in turn drive our deliver system. Adherence to physician prescribed orders for tube feeding & enteral daily supplements is necessary to provide an appropriate level of care to the residents, as well as maintaining compliances.

### 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: Professional Medical & Surgical Supply, Inc.	Vendor#: 11409	Dept: DuPage Care Center	Division: Nursing & Dining Services
Attn: Alan Ferry	Email: alanf@promedsupply.com	Attn: Annabel Leonida & Mario Plata	Email: annabel.leonida@dupageco.org, mario.plata@dupageco.org
Address: 1917 Garnet Court	City: New Lenox	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 800-648-5190	Fax: 866-726-7416	Phone: 630-784-4250 & 630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Professional Medical & Surgical Supply, Inc.	Vendor#:	Dept: DuPage Care Center	Division:
Attn:	Email:	Attn: Annabel Leonida & Mario Plata	Email: annabel.leonida@dupageco.org, mario.plata@dupageco.org
Address: 1917 Garnet Court	City: New Lenox	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 800-648-5190	Fax: 866-726-7416	Phone: 630-784-4250 & 630-784-4416	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 30, 2023	Contract End Date (PO25): July 29, 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		Ostomy, Tracheostomy, Urological & Enteral supplies and services (Med B) & Enteral feeding formulas	FY23	1200	2050	52320		10,000.00	10,000.00
2	1	EA		Enteral Formulas	FY23	1200	2025	52210		14,000.00	14,000.00
3	1	EA		Ostomy, Tracheostomy, Urological & Enteral supplies and services (Med B) & Enteral feeding formulas	FY24	1200	2050	52320		20,000.00	20,000.00
4	1	EA		Enteral Formulas	FY24	1200	2025	52210		28,000.00	28,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 72,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2023 through July 29, 2024, for a total contract not to exceed \$72,000.00, under bid renewal #22-040-DCC, first of three one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. July 11, 2023 Human Services Committee    July 18, 2023 County Board Meeting
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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





## 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 Professional Medical & Supply, Inc. located at 1917 Garnet Court, New Lenox, IL 60451, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-040-DCC which became effective on 7/30/2022 and which will expire 7/29/2023. 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 7/29/2024.

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

### CONTRACTOR

Signature on File

SIGNATURE

Alan Ferry Jr.

PRINTED NAME

COO

PRINTED TITLE

6-7-2023

DATE

### THE COUNTY OF DUPAGE

SIGNATURE

Nickon Etminan

PRINTED NAME

Buyer II

PRINTED TITLE

DATE



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES AND SERVICES  
(MED B) & ENTERAL FEEDING FORMULAS 22-040-DCC  
BID TABULATION

				PROFESSIONAL MEDICAL & SURGICAL SUPPLY, INC.		DV JAHN, INC.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
CATEGORY 1 - ENTERAL SUPPLIES							
1	Adapter for Spike Set 774655	EA	180	\$ 1.50	\$ 270.00	\$ 1.32	\$ 237.60
2	Feeding Bag Container E-Pump 30/cs	CS	2	\$ 102.95	\$ 205.90	\$ 160.00	\$ 320.00
3	Feeding Bag Container E-Pump	EA	91	\$ 3.43	\$ 312.13	\$ 3.50	\$ 318.50
4	G-Tube 14FR w/5cc Balloon	EA	26	\$ 22.50	\$ 585.00	\$ 38.00	\$ 988.00
5	G-Tube 16FR w/15cc Balloon	EA	3	\$ 22.50	\$ 67.50	\$ 38.00	\$ 114.00
6	G-Tube 18FR w/15cc Balloon	EA	4	\$ 22.50	\$ 90.00	\$ 38.00	\$ 152.00
7	G-Tube 22FR w/15cc Balloon	EA	4	\$ 22.50	\$ 90.00	\$ 38.00	\$ 152.00
8	Kangaroo Safety Screw Pouch	BX	3	\$ 85.00	\$ 255.00	\$ 160.00	\$ 480.00
9	Spike Set for E-Pump	EA	2,195	\$ 2.83	\$ 6,211.85	\$ 5.60	\$ 12,292.00
10	Spike Set for E-Pump	EA	750	\$ 2.83	\$ 2,122.50	\$ 3.14	\$ 2,355.00
11	Syringe, 60cc Catheter Tip Piston	EA	4,310	\$ 0.75	\$ 3,232.50	\$ 1.00	\$ 4,310.00
12	Tube Anchor Device	EA	7	\$ 7.50	\$ 52.50	\$ 8.69	\$ 60.83
CATEGORY 2 - OSTOMY SUPPLIES							
13	Adapt Barrier Rings 13/16" 20mm 10/box	BX	2	\$ 42.50	\$ 85.00	\$ 54.20	\$ 108.40
14	Coloplast barrier 2 1/4 flg c/f xw	EA	2	\$ 8.50	\$ 17.00	\$ 46.50	\$ 93.00
15	Convatec barrier	EA	1	\$ 6.50	\$ 6.50	\$ 23.35	\$ 23.35
16	Convatec barrier	EA	1	\$ 10.00	\$ 10.00	\$ 14.46	\$ 14.46
17	Convatec pouch	EA	2	\$ 4.00	\$ 8.00	\$ 7.39	\$ 14.78
18	Convatec pouch	EA	1	\$ 10.00	\$ 10.00	\$ 14.15	\$ 14.15
19	Eakin Cohesive Seal Small 2" each	EA	302	\$ 6.50	\$ 1,963.00	\$ 6.00	\$ 1,812.00
20	Hollister drain/tube attachment device	EA	1	\$ 7.50	\$ 7.50	\$ 16.36	\$ 16.36
21	Hollister pouch	EA	1	\$ 6.25	\$ 6.25	\$ 15.40	\$ 15.40
22	Hollister pouch	EA	2	\$ 3.50	\$ 7.00	\$ 6.02	\$ 12.04
23	Hollister pouch	EA	1	\$ 7.50	\$ 7.50	\$ 8.47	\$ 8.47
24	Ostomy pouch, 1-1/2" 1 pc closed w/filter	EA	3	\$ 4.13	\$ 12.39	\$ 65.34	\$ 196.02
25	Ostomy clamp-repl	EA	5	\$ 1.75	\$ 8.75	\$ 4.00	\$ 20.00
26	Paste skin barrier tube	EA	4	\$ 8.00	\$ 32.00	\$ 9.00	\$ 36.00
27	Pouch 1" Urostomy Convex Barrier	EA	1	\$ 8.00	\$ 8.00	\$ 45.53	\$ 45.53
28	Pouch, 2-1/4" drainable 10/bx	BX	1	\$ 4.00	\$ 4.00	\$ 41.84	\$ 41.84
29	Pouch, 2-3/4" drainable with filter	EA	3	\$ 2.88	\$ 8.64	\$ 47.00	\$ 141.00
30	Pouch, 2-3/4" closed end with filter	EA	20	\$ 2.50	\$ 50.00	\$ 56.14	\$ 1,122.80
31	Pouch, 2-3/4" surfit natura 60/bx	BX	2	\$ 260.00	\$ 520.00	\$ 277.00	\$ 554.00
32	Pouch, 2-3/4" urostomy w/accuseal tap with valve	EA	17	\$ 3.75	\$ 63.75	\$ 39.62	\$ 673.54
33	Pouch, 2-3/8" Esteem Synergy 60/box	BX	1	\$ 99.00	\$ 99.00	\$ 104.00	\$ 104.00
34	Pouch, drainable 3/4" – 2-1/4" box of 10	BX	46	\$ 49.50	\$ 2,277.00	\$ 44.00	\$ 2,024.00
35	Pouch, drainable 7/8 w/convex barrier	EA	3	\$ 8.50	\$ 25.50	\$ 45.00	\$ 135.00
36	Pouch, drainable mini pouch, ex wear cut to fit	EA	2	\$ 6.00	\$ 12.00	\$ 85.00	\$ 170.00
37	Pouch, 2 3/4"drainable new image 2 pc beige 10/bx	BX	2	\$ 35.00	\$ 70.00	\$ 37.00	\$ 74.00
38	Powder, Stomahesive protective powder 1oz bottle	EA	1	\$ 7.25	\$ 7.25	\$ 20.66	\$ 20.66
39	Wafer 2-3/4" FlexWEar	EA	47	\$ 5.00	\$ 235.00	\$ 26.93	\$ 1,265.71
40	Wafer 2-3/4" Stomahesive skin barrier	EA	15	\$ 6.00	\$ 90.00	\$ 95.79	\$ 1,436.85
41	Wafer, 2-1/4" Durahesive Flexible Skin Barrier	EA	3	\$ 6.25	\$ 18.75	\$ 68.00	\$ 204.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
42	Wafer 2-3/4" Durahesive Flexible Skin Barrier	EA	2	\$ 7.65	\$ 15.30	\$ 82.00	\$ 164.00
43	Wafer 2-3/4" Stomahesive skin barrier	EA	6	\$ 4.98	\$ 29.88	\$ 5.00	\$ 30.00
44	Wafer 2-3/8" Esteem synergy 10/bx	BX	1	\$ 47.50	\$ 47.50	\$ 95.00	\$ 95.00
45	Wafer Esteem 1pc-Stomahesive 3/8" - 4"	EA	15	\$ 4.60	\$ 69.00	\$ 10.00	\$ 150.00
46	Wound Fistula Pouch 4" x 3" 5/pkg	EA	3	\$ 18.50	\$ 55.50	\$ 20.00	\$ 60.00
<b>CATEGORY 3 - TACHEOSTOMY SUPPLIES</b>							
47	Convatec esteem synergy	EA	1	\$ 2.00	\$ 2.00	\$ 5.00	\$ 5.00
48	Shiley 15mm cap	EA	2	\$ 6.50	\$ 13.00	\$ 13.55	\$ 27.10
49	Trach Clean & Care Tray-AirLife	EA	2,840	\$ 2.25	\$ 6,390.00	\$ 2.90	\$ 8,236.00
50	Trach tube cuff 4DCT	EA	5	\$ 19.50	\$ 97.50	\$ 15.00	\$ 75.00
51	Trach tube Shiley 4DCFS	EA	5	\$ 52.00	\$ 260.00	\$ 70.00	\$ 350.00
52	Trach tube Shiley 4 CFN	EA	15	\$ 52.00	\$ 780.00	\$ 65.00	\$ 975.00
53	Trach tube Shiley 6 CFN	EA	2	\$ 52.00	\$ 104.00	\$ 60.00	\$ 120.00
54	Trach tube size 6	EA	5	\$ 52.00	\$ 260.00	\$ 27.70	\$ 138.50
55	Trach tube size 7	EA	1	\$ 52.00	\$ 52.00	\$ 35.09	\$ 35.09
56	Trach/laryn tube 8 non-cuffed	EA	4	\$ 69.50	\$ 278.00	\$ 75.00	\$ 300.00
57	Trach/laryn tube non-cuffed	EA	13	\$ 52.00	\$ 676.00	\$ 85.00	\$ 1,105.00
58	Trach/laryn tube non-cuffed	EA	11	\$ 52.00	\$ 572.00	\$ 60.95	\$ 670.45
59	Tracheostomy disposable inner cannula	EA	10	\$ 37.50	\$ 375.00	\$ 46.58	\$ 465.80
<b>CATEGORY 4 - UROLOGICAL SUPPLIES</b>							
60	Cath Silicone 16fr. 5cc Closed System Tray	EA	21	\$ 5.40	\$ 113.40	\$ 6.55	\$ 137.55
61	Catheter Foley 16 Fr 10cc Latex Free	EA	41	\$ 3.00	\$ 123.00	\$ 14.75	\$ 604.75
62	Catheter Foley 18 Fr 30cc Latex Free	EA	9	\$ 3.00	\$ 27.00	\$ 7.00	\$ 63.00
63	Catheter, External Self Adhering LF 25mm Small	EA	120	\$ 1.50	\$ 180.00	\$ 2.00	\$ 240.00
64	Catheter-Coude Tip-Latex Free Urethral 16 Fr.	EA	30	\$ 2.25	\$ 67.50	\$ 2.53	\$ 75.90
65	Catheter-Coude Tip-Latex Urethral 16 Fr.	EA	39	\$ 6.25	\$ 243.75	\$ 6.88	\$ 268.32
66	Catheter-Foley 14fr 30cc	EA	10	\$ 1.50	\$ 15.00	\$ 2.85	\$ 28.50
67	Catheter-Foley 14fr 5cc	EA	18	\$ 1.50	\$ 27.00	\$ 3.00	\$ 54.00
68	Catheter-Foley 16fr 30cc	EA	3	\$ 1.50	\$ 4.50	\$ 3.00	\$ 9.00
69	Catheter-Foley 16 fr 5cc	EA	192	\$ 1.50	\$ 288.00	\$ 2.50	\$ 480.00
70	Catheter-Foley 18fr 30cc	EA	15	\$ 1.50	\$ 22.50	\$ 3.00	\$ 45.00
71	Catheter-Foley 18fr 5cc	EA	91	\$ 1.50	\$ 136.50	\$ 2.00	\$ 182.00
72	Catheter-Foley 20fr 30cc	EA	60	\$ 1.50	\$ 90.00	\$ 1.80	\$ 108.00
73	Catheter-Foley 20fr 5cc	EA	57	\$ 1.50	\$ 85.50	\$ 1.80	\$ 102.60
74	Catheter-Foley 22fr 30cc	EA	71	\$ 1.50	\$ 106.50	\$ 1.80	\$ 127.80
75	Catheter-Foley 22fr 5cc	EA	68	\$ 1.50	\$ 102.00	\$ 1.80	\$ 122.40
76	Catheter-Foley 24fr 30cc	EA	14	\$ 1.50	\$ 21.00	\$ 4.88	\$ 68.32
77	Catheter-Foley 24fr 5cc	EA	48	\$ 1.50	\$ 72.00	\$ 3.00	\$ 144.00
78	Catheter-Foley 26fr 30cc	EA	6	\$ 1.50	\$ 9.00	\$ 4.88	\$ 29.28
79	Catheter-Foley 26fr 5cc	EA	7	\$ 1.50	\$ 10.50	\$ 4.88	\$ 34.16
80	Catheter-Foley 28fr 30cc	EA	8	\$ 1.50	\$ 12.00	\$ 4.88	\$ 39.04
81	Catheter-Foley 18fr 5cc latex free	EA	10	\$ 3.00	\$ 30.00	\$ 20.24	\$ 202.40
82	Cath-Straight Tip-14fr. 16" Intm Silicone	EA	540	\$ 1.00	\$ 540.00	\$ 1.00	\$ 540.00
83	Coude tip urinary catheter 14fr	EA	5	\$ 1.25	\$ 6.25	\$ 6.99	\$ 34.95
84	Coude tip urinary catheter 16fr	EA	35	\$ 1.25	\$ 43.75	\$ 8.03	\$ 281.05
85	Coude tip urinary catheter 18fr	EA	26	\$ 1.25	\$ 32.50	\$ 6.00	\$ 156.00
86	External Male Freedom Cath-Large	EA	517	\$ 1.75	\$ 904.75	\$ 1.80	\$ 930.60
87	External Male Freedom Cath-Med	EA	30	\$ 1.75	\$ 52.50	\$ 1.80	\$ 54.00
88	External Male Freedom Cath-Medium	EA	537	\$ 1.75	\$ 939.75	\$ 1.80	\$ 966.60
89	External Male Freedom Cath-Small	EA	813	\$ 1.75	\$ 1,422.75	\$ 1.80	\$ 1,463.40
90	External Male Freedom Cath-Sml	EA	335	\$ 1.75	\$ 586.25	\$ 4.80	\$ 1,608.00
91	Foley Insertion Tray	EA	880	\$ 2.50	\$ 2,200.00	\$ 3.00	\$ 2,640.00



NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
92	Tru Close Gravity Drainage Bag 600ml	EA	4	\$ 35.00	\$ 140.00	\$ 34.89	\$ 139.56
93	Urinary 18" Extension Drain Tubing	EA	11	\$ 1.50	\$ 16.50	\$ 2.55	\$ 28.05
94	Urinary cath leg strap-Posey	EA	158	\$ 2.95	\$ 466.10	\$ 7.00	\$ 1,106.00
95	Urinary cath-secure anchor device	BX	10	\$ 3.00	\$ 30.00	\$ 9.63	\$ 96.30
96	Urinary Drain Bag Antirflx 2000ml	EA	1,528	\$ 3.00	\$ 4,584.00	\$ 3.76	\$ 5,745.28
97	Urinary Leg Bag 600ml	EA	15	\$ 1.25	\$ 18.75	\$ 3.00	\$ 45.00
98	Urinary Leg or Abdomen bag 1000ml	EA	4	\$ 2.00	\$ 8.00	\$ 19.00	\$ 76.00

**CATEGORY 5 - ENTERAL FEEDING FORMULAS**

99	Ensure Clear Apple Drink 24/8 ounce	CS	48	\$ 28.91	\$ 1,387.68	\$ 50.00	\$ 2,400.00
100	Ensure Clear Mixed Berry Drink 24/8 ounce	CS	48	\$ 28.91	\$ 1,387.68	\$ 50.00	\$ 2,400.00
101	Glucerna 1.0 packed 24/250ml cans	CS	250	\$ 40.43	\$ 10,107.50	\$ 55.00	\$ 13,750.00
102	Glucerna 1.0 packed 8/1000ml RTH bottles	CS	51	\$ 65.72	\$ 3,351.72	\$ 69.17	\$ 3,527.67
103	Glucerna 1.2 packed 8/1000ml RTH bottles	CS	10	\$ 83.07	\$ 830.70	\$ 95.00	\$ 950.00
104	Glucerna 1.5 packed 8/1000ml RTH bottles	CS	10	\$ 105.00	\$ 1,050.00	\$ 106.00	\$ 1,060.00
105	Jevity 1.0 Cal packed 8/1000ml RTH bottles	CS	52	\$ 41.44	\$ 2,154.88	\$ 55.00	\$ 2,860.00
106	Jevity 1.2 Cal packed 8/1000ml RTH bottles	CS	135	\$ 48.85	\$ 6,594.75	\$ 70.00	\$ 9,450.00
107	Jevity 1.5 Cal packed 8/1000ml RTH bottles	CS	64	\$ 51.81	\$ 3,315.84	\$ 60.00	\$ 3,840.00
108	Nepro packed 24/250ml cans	CS	15	\$ 78.57	\$ 1,178.55	\$ 80.00	\$ 1,200.00
109	Promote packed 8/1000ml bottles	CS	5	\$ 42.61	\$ 213.05	\$ 39.76	\$ 198.80
110	Pulmocare packed 8/1000ml RTH bottles	CS	3	\$ 76.22	\$ 228.66	\$ 62.92	\$ 188.76
111	TwoCal HN packed 8/1000ml RTH bottles	CS	24	\$ 51.75	\$ 1,242.00	\$ 48.28	\$ 1,158.72
112	Osmolite 1.0 packed 8/1,000ml RTH bottles	CS	4	\$ 37.56	\$ 150.24	\$ 35.11	\$ 140.44
113	Osmolite 1.2 packed 8/1,000 ml RTH bottles	CS	4	\$ 44.32	\$ 177.28	\$ 41.00	\$ 164.00
114	Osmolite 1.5 packed 8/1,000 ml RTH bottles	CS	2	\$ 47.74	\$ 95.48	\$ 41.93	\$ 83.86

**CATEGORY 6 - PERCENT MARKUP ON COST**

NO.	ITEM	PERCENTAGE MARK-UP	PERCENTAGE MARK-UP
115	Enteral supplies	15	15
116	Ostomy Supplies	20	10
117	Tracheostomy Supplies	20	10
118	Urological Supplies	20	10
119	Enteral Feeding Formulas	12	15
<b>GRAND TOTAL</b>		<b>\$ 76,485.85</b>	<b>\$ 107,628.29</b>

**NOTES**

Corrections were made to correct mathematical errors in DV Jahn Inc.'s submissions for Item No.66, and for their Grand Total.

Bid Opening 06/15/22 @ 2:30 PM	DW, SJ
Invitations Sent	32
Total Vendors Requesting Documents	1
Total Bid Responses	2

## SECTION 7 - BID FORM PRICING

Any quantities shown are estimated only and are provided for bid canvassing purposes. The County has provided an Excel spreadsheet for convenience in completing Bid Form Pricing. Click on paperclip and return the document with your bid submittal.

NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
<b>CATEGORY 1 - ENTERAL SUPPLIES</b>							
1	Adapter for Spike Set 774655 <sup>150-12163246</sup>		ENT-CED-12163246	EA	180	\$ 1.50	\$ 270.00
2	Feeding Bag Container E-Pump 30/cs <sup>150-773656</sup>	Kendall	ENT-KEN-773656case	CS	2	\$ 102.95	\$ 205.90
3	Feeding Bag Container E-Pump <sup>150-773656</sup>	Kendall	ENT-KEN-773656ea	EA	91	\$ 3.43	\$ 312.13
* 4	G-Tube 14FR w/5cc Balloon <sup>500-6T14</sup>	Novartis Promed	ENT-NES-087414ea	EA	26	\$ 22.50	\$ 585.00
* 5	G-Tube 16FR w/15cc Balloon <sup>500-6T16</sup>	Novartis Promed	ENT-NES-087416ea	EA	3	\$ 22.50	\$ 67.50
* 6	G-Tube 18FR w/15cc Balloon <sup>500-6T18</sup>	Novartis Promed	ENT-NES-087418ea	EA	4	\$ 22.50	\$ 90.00
* 7	G-Tube 22FR w/15cc Balloon <sup>500-6T22</sup>	Novartis Promed	ENT-NES-087422ea	EA	4	\$ 22.50	\$ 90.00
8	Kangaroo Safety Screw Pouch <sup>150-775659</sup>	Promed	775659	BX	3	\$ 85.00	\$ 255.00
9	Spike Set for E-Pump <sup>150-775659-EA</sup>	Kendall	ENT-KEN-774655ea	EA	2,195	\$ 2.83	\$ 6,211.85
10	Spike Set for E-Pump <sup>150-775659-EA</sup>	Kendall	ENT-KEN-775659ea	EA	750	\$ 2.83	\$ 2,122.50
11	Syringe, 60cc Catheter Tip Piston <sup>500-6060</sup>	Promed	ENT-PRO-PC700ea	EA	4,310	\$ 0.75	\$ 3,232.50
12	Tube Anchor Device <sup>HOL-9780-EA</sup>	Hollister	ENT-HOL-9780ea	EA	7	\$ 7.50	\$ 52.50
<b>CATEGORY 2 - OSTOMY SUPPLIES</b>							
13	Adapt Barrier Rings 13/16" 20mm 10/box <sup>HOL-7805</sup>	Hollister	OST-HOL-7805box	BX	2	\$ 42.50	\$ 85.00
14	Coloplast barrier 2 1/4 flg c/f xw <sup>HOL-14603</sup>	Hollister	14603	EA	2	\$ 8.50	\$ 17.00
15	Convatec barrier <sup>CVT-4131-61</sup>	Convatec	413161	EA	1	\$ 6.50	\$ 6.50
16	Convatec barrier <sup>CVT-1252-59</sup>	Convatec	125259	EA	1	\$ 10.00	\$ 10.00
17	Convatec pouch <sup>CVT-4019-34</sup>	Convatec	401934	EA	2	\$ 4.00	\$ 8.00
18	Convatec pouch <sup>CVT-1252-61</sup>	Convatec	125261	EA	1	\$ 10.00	\$ 10.00
19	Eakin Cohesive Seal Small 2" each <sup>CVT-8390-02</sup>	Convatec	OST-CON-839002ea	EA	302	\$ 6.50	\$ 1,963.00
20	Hollister drain/tube attachment device <sup>HOL-9780</sup>	Hollister	9780	EA	1	\$ 7.50	\$ 7.50
21	Hollister pouch <sup>HOL-8450</sup>	Hollister	8450	EA	1	\$ 6.25	\$ 6.25
22	Hollister pouch <sup>HOL-18113</sup>	Hollister	18113	EA	2	\$ 3.50	\$ 7.00
23	Hollister pouch <sup>HOL-18013</sup>	Hollister	18013	EA	1	\$ 7.50	\$ 7.50

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NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
24	Ostomy pouch, 1-1/2" 1 pc closed w/filter CVT1757-71	Convatec	OST-CON-175771box	EA	3	\$ 4.13	\$ 12.39
25	Ostomy clamp-repl CVT1756-35	Convatec	OST-CON-175635ea	EA	5	\$ 1.75	\$ 8.75
26	Paste skin barrier tube CVT79300	Hollister	OST-HOL-79300ea	EA	4	\$ 8.00	\$ 32.00
27	Pouch 1" Urostomy Convex Barrier <sup>HOL-8484</sup>	Hollister	OST-HOL-8484box	EA	1	\$ 8.00	\$ 8.00
28	Pouch, 2-1/4" drainable 10/bx CVT4015-13	Convatec	OST-CON-401513box	BX	1	\$ 4.00	\$ 4.00
29	Pouch, 2-3/4" drainable with filter <sup>HOL-3804</sup>	Hollister	OST-HOL-3804box	EA	3	\$ 2.88	\$ 8.44
30	Pouch, 2-3/4" closed end with filter CVT4015-28	Convatec	OST-CON-401528box	EA	20	\$ 2.50	\$ 50.00
31	Pouch, 2-3/4" surfil natura 60/bx CVT4131-76	Convatec	OST-CON-413176box	BX	2	\$ 260.00	\$ 520.00
32	Pouch, 2-3/4" urostomy w/accuseal tap with valve CVT4015-46	Convatec	OST-CON-401546box	EA	17	\$ 3.75	\$ 63.75
33	Pouch, 2-3/8" Esteem Synergy 60/bx <sup>CVT4092-84</sup>	Convatec	OST-CON-409284box	BX	1	\$ 99.00	\$ 99.00
34	Pouch, drainable 3/4" - 2-1/4" box of 10 CVT0227-71	Convatec	OST-CON-022771box	BX	46	\$ 49.50	\$ 2,277.00
35	Pouch, drainable 7/8 w/convex barrier <sup>HOL-8511</sup>	Hollister	OST-HOL-8511box	EA	3	\$ 8.50	\$ 25.50
36	Pouch, drainable mini pouch, ex wear cut to fit <sup>HOL-8631</sup>	Hollister	OST-HOL-8631box	EA	2	\$ 6.00	\$ 12.00
37	Pouch, 2 3/4" drainable new image 2 pc beige 10/bx HOL18104	Hollister	OST-HOL-18104box	BX	2	\$ 35.00	\$ 70.00
38	Powder, Stomahesive protective powder 1oz bottle CVT0255-10	Convatec	OST-CON-025510btl	EA	1	\$ 7.25	\$ 7.25
39	Wafer 2-3/4" FlexWEAR <sup>HOL-3724</sup>	Hollister	OST-HOL-3724box	EA	47	\$ 5.00	\$ 235.00
40	Wafer 2-3/4" Stomahesive skin barrier <sup>CVT4015-77</sup>	Convatec	OST-CON-401577box	EA	15	\$ 6.00	\$ 90.00
41	Wafer, 2-1/4" Durahesive Flexible Skin Barrier CVT4118-04	Convatec	OST-CON-411804box	EA	3	\$ 6.25	\$ 18.75
42	Wafer 2-3/4" Durahesive Flexible Skin Barrier CVT4131-63	Convatec	OST-CON-413163box	EA	2	\$ 7.65	\$ 15.30
43	Wafer 2-3/4" Stomahesive skin barrier <sup>CVT4054-104</sup>	Convatec	OST-CON-125266box	EA	6	\$ 4.98	\$ 29.88
44	Wafer 2-3/8" Esteem synergy 10/bx <sup>CVT4054-58</sup>	Convatec	OST-CON-405458box	BX	1	\$ 47.50	\$ 47.50
45	Wafer Esteem 1pc-Stomahesive 3/8" - 4" CVT4169-08	Convatec	OST-CON-416908box	EA	15	\$ 4.60	\$ 69.00
46	Wound Fistula Pouch 4" x 3" 5/pkg CVT8392-21	Convatec	SUP-CON-839221pkg	EA	3	\$ 18.50	\$ 55.50
<b>CATEGORY 3 - TRACHEOSTOMY SUPPLIES</b>							
47	Convatec esteem synergy CVT4092-84	Convatec	409284	EA	1	\$ 2.00	\$ 2.00
48	Shiley 15mm cap 109-CAP	Shiley	109-CAP	EA	2	\$ 6.50	\$ 13.00



NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
49	Trach Clean & Care Tray-AirLife <sup>6000</sup> <del>TEST-30</del>	Promed	TRA-CRF-3T4691ea	EA	2,840	\$ 2.25	\$ 6,390.00
50	Trach tube cuff 4DCT 109-4DCT	Shiley	Shiley 4DCT	EA	5	\$ 19.50	\$ 97.50
51	Trach tube Shiley 4DCFS 109-44N05H	Shiley	TRA-SHI-4DCFSa	EA	5	\$ 52.00	\$ 260.00
52	Trach tube Shiley 4 CFN 109-4CFN	Shiley	TRA-SHI-4CFNea	EA	15	\$ 52.00	\$ 780.00
53	Trach tube Shiley 6 CFN 109-6CFN	Shiley	TRA-SHI-6CFNea	EA	2	\$ 52.00	\$ 104.00
54	Trach tube size 6 168-502060	Smiths	502060	EA	5	\$ 52.00	\$ 260.00
55	Trach tube size 7 168-503070	Smiths	503070	EA	1	\$ 52.00	\$ 52.00
56	Trach/laryn tube 8 non-cuffed 109-8UN8SR	Shiley	TRA-SHI-8CFSea	EA	4	\$ 69.50	\$ 278.00
57	Trach/laryn tube non-cuffed 109-4CF5	Shiley	TRA-SHI-4CFSea	EA	13	\$ 52.00	\$ 676.00
58	Trach/laryn tube non-cuffed 109-6CF5	Shiley	TRA-SHI-6CFSea	EA	11	\$ 52.00	\$ 572.00
59	Tracheostomy disposable inner cannula 109-4DIC	Shiley	TRA-SHI-4DICbx	EA	10	\$ 37.50	\$ 375.00

**CATEGORY 4 - UROLOGICAL SUPPLIES**

60	Cath Silicone 16fr. 5cc Closed System Tray BU802016	Bardia	URO-BAR-802016ea	EA	21	\$ 5.40	\$ 113.40
61	Catheter Foley 16 Fr 10cc Latex Free 500-FC1405S	Promed	URO-MDL-DYND11502ea	EA	41	\$ 3.00	\$ 123.00
62	Catheter Foley 18 Fr 30cc Latex Free 500-FC1835S	Promed	URO-RUS-170630180ea	EA	9	\$ 3.00	\$ 27.00
63	Catheter, External Self Adhering LF 25mm Small 500-EC10	Promed	URO-RCH-33101ea	EA	120	\$ 1.50	\$ 180.00
64	Catheter-Coude Tip-Latex Free Urethral 16 Fr. 028-816	Mentor	URO-COL-816ea	EA	30	\$ 2.25	\$ 67.50
65	Catheter-Coude Tip-Latex Urethral 16 Fr. BU010116	Bardia	URO-BAR-010116ea	EA	39	\$ 6.25	\$ 243.75
* 66	Catheter-Foley 14fr 30cc 500-FC1430	Promed Kendall	URO-KEN-624149ea	EA	10	\$ 1.50	\$ 15.00
* 67	Catheter-Foley 14fr 5cc 500-FC1405	Promed Kendall	URO-KEN-3558ea	EA	18	\$ 1.50	\$ 27.00
* 68	Catheter-Foley 16fr 30cc 500-FC1630	Promed Kendall	URO-KEN-3601ea	EA	3	\$ 1.50	\$ 4.50
* 69	Catheter-Foley 16 fr 5cc 500-FC1605	Promed Kendall	URO-KEN-3560ea	EA	192	\$ 1.50	\$ 288.00
* 70	Catheter-Foley 18fr 30cc 500-FC1830	Promed Kendall	URO-KEN-3607ea	EA	15	\$ 1.50	\$ 22.50
* 71	Catheter-Foley 18fr 5cc 500-FC1805	Promed Kendall	URO-KEN-3563ea	EA	91	\$ 1.50	\$ 136.50
* 72	Catheter-Foley 20fr 30cc 500-FC2030	Promed Kendall	URO-KEN-3611ea	EA	60	\$ 1.50	\$ 90.00
* 73	Catheter-Foley 20fr 5cc 500-FC2005	Promed Kendall	URO-KEN-3565ea	EA	57	\$ 1.50	\$ 85.50
* 74	Catheter-Foley 22fr 30cc 500-FC2230	Promed Kendall	URO-KEN-3614ea	EA	71	\$ 1.50	\$ 106.50
* 75	Catheter-Foley 22fr 5cc 500-FC2205	Promed Kendall	URO-KEN-3567ea	EA	68	\$ 1.50	\$ 102.00

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NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
* 76	Catheter-Foley 24fr 30cc 500-FC2430	Promed Kendall	URO-KEN-3618ea	EA	14	\$ 1.50	\$ 21.00
* 77	Catheter-Foley 24fr 5cc 500-FC2405	Promed Kendall	URO-KEN-3570ea	EA	48	\$ 1.50	\$ 72.00
* 78	Catheter-Foley 26fr 30cc 500-FC2630	Promed Kendall	URO-KEN-3619ea	EA	6	\$ 1.50	\$ 9.00
* 79	Catheter-Foley 26fr 5cc 500-FC2605	Promed Kendall	URO-KEN-3573ea	EA	7	\$ 1.50	\$ 10.50
* 80	Catheter-Foley 28fr 30cc 500-FC2830	Promed Kendall	URO-KEN-3623ea	EA	8	\$ 1.50	\$ 12.00
81	Catheter-Foley 18fr 5cc latex free 500-FC1805S	Promed	URO-MDL-DYND11503ea	EA	10	\$ 3.00	\$ 30.00
82	Cath-Straight Tip-14fr, 16" Intm Silicone 500-UC14	Promed	URO-COL-414ea	EA	540	\$ 1.00	\$ 540.00
83	Coude tip urinary catheter 14fr 500-UC14C	Promed	URO-MDL-DYND11214ea	EA	5	\$ 1.25	\$ 6.25
84	Coude tip urinary catheter 16fr 500-UC16C	Promed	URO-MDL-DYND11216Hea	EA	35	\$ 1.25	\$ 43.75
85	Coude tip urinary catheter 18fr 500-UC18C	Promed	URO-MDL-DYND11218Hea	EA	26	\$ 1.25	\$ 32.50
86	External Male Freedom Cath-Large 028-8400	Promed	URO-COL-8400ea	EA	517	\$ 1.75	\$ 904.75
87	External Male Freedom Cath-Med 028-8205	Promed	URO-COL-8205ea	EA	30	\$ 1.75	\$ 52.50
88	External Male Freedom Cath-Medium 028-6200	Promed	URO-MEN-6200ea	EA	537	\$ 1.75	\$ 939.75
89	External Male Freedom Cath-Small 028-8200	Promed	URO-COL-8200ea	EA	813	\$ 1.75	\$ 1422.75
90	External Male Freedom Cath-Sml 028-8200*	Promed	URO-MEN-6130ea	EA	335	\$ 1.75	\$ 586.25
91	Foley Insertion Tray 500-CKIT	Promed	URO-AMS-AS890ea	EA	880	\$ 2.50	\$ 2200.00
92	Tru Close Gravity Drainage Bag 600ml 644-TC600	Promed	URO-URE-TC600Lea	EA	4	\$ 35.00	\$ 140.00
* 93	Urinary 18" Extension Drain Tubing 500-LBET-18	Kendall Promed	URO-KEN-731900ea	EA	11	\$ 1.50	\$ 16.50
* 94	Urinary cath leg strap-Posey 500-C100	Posey Promed	URO-POS-8143ea	EA	158	\$ 2.95	\$ 466.10
95	Urinary cath-secure anchor device MCI-54453	Promed	URO-MCI-5445-9ea	BX	10	\$ 3.00	\$ 30.00
96	Urinary Drain Bag Antiflix 2000ml 500-LBAG	Promed	URO-AMS-AS312ea	EA	1,528	\$ 3.00	\$ 4,584.00
97	Urinary Leg Bag 600ml 500-LB20	Promed	URO-AMS-AS306Nea	EA	15	\$ 1.25	\$ 18.75
98	Urinary Leg or Abdomen bag 1000ml 500-LB30	Promed	URO-MDI-87004ea	EA	4	\$ 2.00	\$ 8.00
<b>CATEGORY 5 - ENTERAL FEEDING FORMULAS</b>							
99	Ensure Clear Apple Drink 24/8 ounce	Abbott-Ross	154-64903	CS	48	\$ 28.91	\$ 1,387.68
100	Ensure Clear Mixed Berry Drink 24/8 ounce	Abbott-Ross	154-64900	CS	48	\$ 28.91	\$ 1,387.68
101	Glucerna 1.0 packed 24/250ml cans	Abbott-Ross	154-64913	CS	250	\$ 40.43	\$ 10,107.50

NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
102	Glucerna 1.0 packed 8/1000ml RTH bottles	Abbott-Ross	154-62671	CS	51	\$ 65.72	\$ 3,351.72
103	Glucerna 1.2 packed 8/1000ml RTH bottles	Abbott-Ross	154-62677	CS	10	\$ 83.07	\$ 830.70
104	Glucerna 1.5 packed 8/1000ml RTH bottles	Abbott-Ross	154-62679	CS	10	\$ 105.00	\$ 1,050.00
105	Jevity 1.0 Cal packed 8/1000ml RTH bottles	Abbott-Ross	154-62685	CS	52	\$ 41.44	\$ 2,154.88
106	Jevity 1.2 Cal packed 8/1000ml RTH bottles	Abbott-Ross	154-62683	CS	135	\$ 48.85	\$ 6,594.75
107	Jevity 1.5 Cal packed 8/1000ml RTH bottles	Abbott-Ross	154-62681	CS	64	\$ 51.81	\$ 3,315.84
108	Nepro packed 24/250ml cans	Abbott-Ross	154-64803	CS	15	\$ 78.57	\$ 1,178.55
109	Promote packed 8/1000ml bottles	Abbott-Ross	154-62701	CS	5	\$ 42.61	\$ 213.05
110	Pulmocare packed 8/1000ml RTH bottles	Abbott-Ross	154-62725	CS	3	\$ 76.22	\$ 228.66
111	TwoCal HN packed 8/1000ml RTH bottles	Abbott-Ross	154-68048	CS	24	\$ 51.75	\$ 1,242.00
112	Osmolite 1.0 packed 8/1,000ml RTH bottles	Abbott-Ross	154-62691	CS	4	\$ 37.56	\$ 150.24
113	Osmolite 1.2 packed 8/1,000 ml RTH bottles	Abbott-Ross	154-62697	CS	4	\$ 44.32	\$ 177.28
114	Osmolite 1.5 packed 8/1,000 ml RTH bottles	Abbott-Ross	154-62699	CS	2	\$ 47.74	\$ 95.48

**CATEGORY 6 - PERCENT MARK-UP ON COST**

NO	ITEM	PERCENTAGE MARK-UP	
115	Enteral supplies	15 %	
116	Ostomy Supplies	20 %	
117	Tracheostomy Supplies	20 %	
118	Urological Supplies	20 %	
119	Enteral Feeding Formulas	12 %	

**GRAND TOTAL** \$ 76,485.85

**GRAND TOTAL**  
(In words)

Seventy-Six thousand, Four hundred Eighty-five Dollars and Eighty-five cents.



## 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)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 14 day of June AD, 20 22

Signature on File

\_\_\_\_\_  
(Notary Public) My Commission Expires: 5-31-23



SEAL

**SECTION 9 - MANDATORY FORM**  
**OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES AND SERVICES (MED B) & ENTERAL FEEDING**  
**FORMULAS 22-040-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Professional Medical & Surgical Supply, Inc.		
Main Business Address	1917 Garnet Ct.		
City, State, Zip Code	New Lenox, IL 60451		
Telephone Number	800-648-5190	Email Address	alanf@promedsupply.com
Bid Contact Person	Alan Ferry		

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:

Terry Barnes  
 (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	Professional Medical Supply	NAME	Professional Medical Supply
CONTACT	Alan Ferry	CONTACT	Alan Ferry
ADDRESS	1917 Garnet Ct.	ADDRESS	1917 Garnet Ct.
CITY ST ZIP	New Lenox, IL 60451	CITY ST ZIP	New Lenox, IL 60451
TX	800-648-5190	TX	800-648-5190
FX	846-726-7414	FX	846-726-7414
EMAIL	alanf@promedsupply.com	EMAIL	alanf@promedsupply.com
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Care Center Attn: Connie Revita 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-2800		DuPage County Care Center Attn: Clementine Nelson, R.N., A.D.O.N. 400 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4251 EMAIL: clementine.nelson@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: 6-7-2023

Bid/Contract/PO #: 22-040-DCC

Company Name: <b>Professional Medical &amp; Surgical Supply, Inc</b>	Company Contact: <b>Alan Ferry Jr</b>
Contact Phone: <b>800-648-5190</b>	Contact Email: <b>alanf@promedsupply.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.

Authorized Signature **Signature on File**

Printed Name ALAN FERRY Jr

Title COO

Date 6-7-2023

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



## Care Center Requisition \$30,000 and Over

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

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

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

**Agenda #:** 8.B.

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AWARDING RESOLUTION  
ISSUED TO MEDLINE INDUSTRIES, INC.  
TO PROVIDE VARIOUS LINENS  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$72,000.00)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement to provide various linens; 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., to provide various linens, for the period of August 10, 2023 through August 9, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide various linens, for the period of August 10, 2023 through August 9, 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 \$72,000.00, per contract pursuant to the OMNIA Partners Cooperative Contract #2021003157.

Enacted and approved 18th day of July, 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

<b>General Tracking</b>		<b>Contract Terms</b>	
MINUTETRAQ ID#: 23-2269	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$72,000.00
COMMITTEE: HEALTH & HUMAN SERVICES	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$72,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<b>Vendor Information</b>		<b>Department Information</b>	
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 #: 7401	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish and deliver various linens for the DuPage Care Center, for the period August 10, 2023 through August 9, 2024, for a contract total not to exceed \$72,000.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement linens for the DuPage Care Center, 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.
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 to Furnish and deliver various linens for the DuPage Care Center for the period August 10, 2023 through August 9, 2024, for a contract total not to exceed \$72,000.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. 2) Do not approve contract to Furnish and deliver various linens for the DuPage Care Center for the period August 10, 2023 through August 9, 2024, for a contract total not to exceed \$72,000.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157, however, replacement linens will need to be purchased to follow IDPH Guidelines and regulations and 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:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): August 10, 2023	Contract End Date (PO25): August 9, 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		Various Linens	FY23	1200	2030	52300		17,000.00	17,000.00
2	1	EA		Various Linens	FY24	1200	2030	52300		55,000.00	55,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 72,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver various linens for the DuPage Care Center, for the period August 10, 2023 through August 9, 2024, for a contract total not to exceed \$72,000.00, 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. July 11, 2023 HS Committee                      July 18, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



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run better™**

Three Lakes Drive, Northfield, IL 60093 | 1.800.MEDLINE (633.5463) | m

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### Customer Quote

**Customer:** 0001006778

DUPAGE CARE CENTER  
400 N COUNTY FARM RD  
WHEATON, IL 60187-2517

**Date:** 06/02/2023





**Sales Rep:** Guth, Brian (S6009)

[BGuth@medline.com](mailto:BGuth@medline.com)

This pricing is valid until 07/02/2023 unless otherwise specified or based on contract tier eligibility and effective dates. Exact freight and tax will be added at the time of invoice.

OMNIA

Purchasing Agreement # 2021003157

Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty (EA)	Order UOM	Extended
	MDTFS4P08	SHEETS: PERCALE FLAT SHEET, WOVEN, WHITE, 66" X 108"	12 EA / DZ	\$52.90	480	40	\$2,116.00
	MDTPC4P34	PILLOWCASES: PERCALE PILLOWCASE, 42" X 34", ORDER IN MULTIPLES OF 12 DOZEN	12 EA / DZ	\$12.65	2160	180	\$2,277.00
	MDTNC4J15	SHEETS: SOFT-FIT KNIT CONTOUR SHEETS IN WHITE, 15 OZ.	12 EA / DZ	\$47.84	480	40	\$1,913.60
	MDTTB4C24WHIR	BLANKETS: THERMAL SPREAD BLANKET, SNAG-FREE SERPENTINE, ALL COTTON, 2.4 LB., 72" X 96"	1 EA / EA	\$7.43	420	420	\$3,120.60







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Three Lakes Drive, Northfield, IL 60093 | 1.800.MEDLINE (633.5463) | m

**Customer Quote**

**Customer:** 0001006778


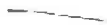


DUPAGE CARE CENTER  
400 N COUNTY FARM RD  
WHEATON, IL 60187-2517

**Date:** 06/02/2023

**Sales Rep:** Guth, Brian (S6009)  
[BGuth@medline.com](mailto:BGuth@medline.com)

This pricing is valid until 07/02/2023 unless otherwise specified or based on contract tier eligibility and effective dates. Exact freight and tax will be added at the time of invoice.

OMNIA  
Purchasing Agreement # 2021003157

Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty (EA)	Order UOM	Extended
	MDTIU3TEFPNKT	UNDERPADS: SOFNIT 300 REUSABLE UNDERPADS WITH HANDLES, 34" X 36"	12 EA / DZ	\$123.43	2350	196	\$24,192.28
	MDT219715	PILLOW: NYLEX ULTRA PILLOW, TAN, 20" X 26"	1 EA / EA	\$5.28	216	216	\$1,140.48
	MDT021354	HAMPERS: BLOCKADE HAMPER BAG WITH FLIP TOP AND ELASTIC CLOSURE, YELLOW, 25"	12 EA / DZ	\$189.54	280	23	\$4,359.42
	MDTPG3RABCAB	GOWNS: PATIENT GOWN WITH ANGLE BACK AND SIDE TIES, CASCADE BLUE, ONE SIZE FITS MOST	12 EA / DZ	\$46.03	1800	150	\$6,904.50





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Three Lakes Drive, Northfield, IL 60093 | 1.800.MEDLINE (633.5463) | m

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**Customer Quote**

**Customer:** 0001006778

DUPAGE CARE CENTER  
400 N COUNTY FARM RD  
WHEATON, IL 60187-2517

**Date:** 06/02/2023



**Sales Rep:** Guth, Brian (S6009)

[BGuth@medline.com](mailto:BGuth@medline.com)

This pricing is valid until 07/02/2023 unless otherwise specified or based on contract tier eligibility and effective dates. Exact freight and tax will be added at the time of invoice.

OMNIA

Purchasing Agreement # 2021003157

Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty (EA)	Order UOM	Extended
	MDTBT4B60R	TOWELS: BLENDED TERRY BATH TOWEL, WHITE, 22" X 44", 6.0 LB./DZ., 25 DZ.	12 EA / DZ	\$17.09	17000	1417	\$24,216.53
	MDTWC3C11HR	WASHCLOTHS: BASIC 100% COTTON WASHCLOTH, WHITE, 12" X 12", 0.7 LB./DZ., 100 DZ.	12 EA / DZ	\$1.71	48000	4000	\$6,840.00

\$77,080.41



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> 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 read, and understand these requirements.

Authorized Signature

Printed Name

**Chris Powers**

Title

**VP of Government Sales**

Date

**7/06/2023**

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



## Care Center Requisition \$30,000 and Over

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

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**File #:** HS-P-0064-23

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

**Agenda #:** 8.C.

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AWARDING RESOLUTION ISSUED TO  
ALPHA BAKING COMPANY  
TO PROVIDE ASSORTED SLICED BREADS, ROLLS AND SANDWICH BUNS  
FOR THE DUPAGE CARE CENTER, JTK ADMINISTRATION BUILDING AND JUDICIAL OFFICE  
BUILDING CAFES  
(CONTRACT TOTAL AMOUNT \$37,700)

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 Alpha Baking Company, to provide assorted sliced breads, rolls and sandwich buns, for the period of August 5, 2023 through August 4, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide assorted sliced breads, rolls and sandwich buns, for the period of August 5, 2023 through August 4, 2024, for the DuPage Care Center, under Bid Renewal #22-055-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Alpha Baking Company, 5001 West Polk Street, Chicago, Illinois 60693, for a contract total amount of \$37,700.00.

Enacted and approved this 18<sup>th</sup> day of July, 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

General Tracking		Contract Terms	
FILE ID#: 23-2270	RFP, BID, QUOTE OR RENEWAL #: 22-055-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$66,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$179,100.00
	CURRENT TERM TOTAL COST: \$37,700.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Alpha Baking Company	VENDOR #: 38093	DEPT: DuPage Care Center	DEPT CONTACT NAME: Dining Services
VENDOR CONTACT: Jim Deere	VENDOR CONTACT PHONE: 773-261-6000	DEPT CONTACT PHONE #: 630-784-4416	DEPT CONTACT EMAIL: mario.plata@dupageco.org
VENDOR CONTACT EMAIL: jdeere@alphabaking.com	VENDOR WEBSITE:	DEPT REQ #: 7399	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish and deliver assorted sliced breads, rolls & sandwich buns for the DuPage Care Center, JTK Administration Building & JOF Building Cafes' for the period August 5, 2023 through August 4, 2024, for a contract total not to exceed \$37,700.00, under bid renewal #22-055-DCC, first of three one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The DuPage Care Center is regulated by the IL Department of Public Health which mandates & monitors our ongoing compliance with applicable State & Federal regulations that govern our practices, policies & procedures. Adherence to physicians diet orders & clearly defined menu guideline, which includes bread is necessary to avoid fines & or penalties. To ensure that we are allowed to bill for & be reimbursed for care provided to residents as well as operated campus cafeterias and catering operations, bread purchases are necessary.			

### 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: Alpha Baking	Vendor#: 38093	Dept: DuPage Care Center	Division: Dining Services
Attn: Jim Deere	Email: jdeere@alphabaking.com	Attn: Mario Plata	Email: mario.plata@dupageco.org
Address: 5001 W. Polk Street	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60639	State: IL	Zip: 60187
Phone: 773-261-6000	Fax:	Phone: 630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Alpha Baking	Vendor#: 38093	Dept: DuPage Care Center	Division: Dining Services
Attn: Marilyn Shisolm	Email: mchisholm@alphabaking.com	Attn: Mario Plata	Email: mario.plata@dupageco.org
Address: 36230 Treasury Center	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60694-6200	State: IL	Zip: 60187
Phone: 773-261-6000 x3352	Fax:	Phone: 630-784-4416	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): August 5, 2023	Contract End Date (PO25): August 4, 2024
Contract Administrator (PO25): Christine Kliebhan			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Assorted sliced bread, rolls and buns	FY23	1200	2025	52210		11,600.00	11,600.00
2	1	EA		Assorted sliced bread, rolls and buns	FY23	1200	2100	52210		1,000.00	1,000.00
3	1	EA		Assorted sliced bread, rolls and buns	FY24	1200	2025	52210		23,100.00	23,100.00
4	1	EA		Assorted sliced bread, rolls and buns	FY24	1200	2100	52210		2,000.00	2,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 37,700.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver assorted sliced breads, rolls & sandwich buns for the DuPage Care Center, JTK Administration Building & JOF Building Cafes' for the period August 5, 2023 through August 4, 2024, for a contract total not to exceed \$37,700.00, under bid renewal #22-055-DCC, first of three one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. July 11, 2023 HS Committee                      July 18, 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 Alpha Baking Co., located at 5001 W. Polk Street, Chicago, IL, 60639, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-055-DCC which became effective on 08/05/2022 and which will expire 08/04/2023. 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 08/05/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract, including a one-time price adjustment effective 08/05/2023, as per the attached price quote.

### CONTRACTOR

Signature on File

SIGNATURE

Jim Deere

PRINTED NAME

Regional Sales Manager

PRINTED TITLE

6/28/2023

DATE

### THE COUNTY OF DUPAGE

SIGNATURE

Donna Weidman

PRINTED NAME

Buyer II

PRINTED TITLE

DATE



**DuPage County  
2023-24**

Product	ProdDesc	Price	New Price
11123	1.5# White Pullman Bread Poly	\$2.72	\$2.86
12137	1.5# Wheat Poly28172	\$2.72	\$2.86
51061	3.5" Ham PI 12ct	\$4.23	\$4.44
26048	1.5#Rye Plain Slice	\$4.85	\$5.09
53029	Holdog PL 12ct Bag-Rosens	\$4.23	\$4.44
16107	2# Cln Raisin Brd	\$8.14	\$8.55
31061	Steak Bun PI Hinged 6 Ct	\$3.20	\$3.36
31049	Rosen's French Rolls 6 ct	\$5.14	\$5.40
11137	1.5# White Texas Toast 1" Slice	\$3.76	\$3.95
12265	100 WWheat Brd 32oz Pullman	\$5.34	\$5.61
33103	Wheat Dinner Rolls 24ct	\$8.97	\$9.42
33174	Asst Din RI 12 Ct	\$3.90	\$4.10

OLD WORLD & PAR-BAKED BREADS



5001 WEST POLK STREET, CHICAGO, ILLINOIS 60644 773-261-6000 - FAX 773-261-6065





THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
FURNISH AND DELIVER ASSORTED SLICED  
BREADS, ROLLS AND BUNS 22-055-DCC  
BID TABULATION

✓

				Alpha Baking Co., Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	White Pullman Loaf, 24 oz., 4"x4", 32 Slice	LOB	90	\$ 2.72	\$ 244.80
2	Wheat Pullman Loaf, 24 oz., 4"x4", 32 Slice	LOB	130	\$ 2.72	\$ 353.60
3	Raisin Bread, 1#. 4"x4", 15 Slice	LOB	16	\$ 8.14	\$ 130.24
4	100% Wheat Sliced, 24 oz	LOB	3	\$ 5.34	\$ 16.02
5	Light Rye Seedless Bread, 1#, 25 slices	LOB	30	\$ 4.85	\$ 145.50
6	Texas Toast 1#, 17 Slice	LOB	10	\$ 3.76	\$ 37.60
7	Steak/Hoagie Buns 6 count / 6" pre sliced	LOB	17	\$ 3.20	\$ 54.40
8	Loose Pack Assorted Dinner Rolls, 12 oz., 12 per package	LOB	8	\$ 3.90	\$ 31.20
9	Loose Pack Wheat Dinner Roll, 12 oz., 12 per package (4-24 ct)	LOB	4	\$ 8.97	\$ 35.88
10	Hamburger Buns Sliced, 16 oz., 3-1/2", 12 count	LOB	20	\$ 4.23	\$ 84.60
11	Hot Dog Buns Poly Sliced, 16 oz., 6", 12 per bag	LOB	10	\$ 4.23	\$ 42.30
12	French Buns 6", 6 Count, Pre sliced	LOB	6	\$ 5.14	\$ 30.84
11	Kaiser Roll, Plain 12 Count	LOB	10	NO BID	
	ADDITIONAL ITEMS			PERCENTAGE	
12	DISCOUNT (-) OR MARK-UP (+)			0%	
				GRAND TOTAL	\$ 1,206.98

NOTES

Bid Opening 5/26/2022 @ 2:30 PM	VC, NE
Invitations Sent	6
Total Vendors Requesting Documents	1
Total Bid Responses	1

### SECTION 7 - BID FORM PRICING

Quantities listed are estimated weekly. Any quantities shown are estimated and are provided for bid canvassing purposes. If bidding on items with weights other than specified, indicate below. Bids will be evaluated for all bread items on the total weight required.

NO	ITEM	UOM	QTY	BRAND	PRICE	EXTENDED PRICE
<b>CATEGORY 1 - BASIC BREAD ITEMS</b>						
1 11123	White Pullman Loaf, 24 oz., 4"x4", 32 Slice  Weight per loaf 24oz  Number of slices per loaf excluding heels: 30	LOB	90	Alpha	\$ 2.72	\$ 244.80
2 12137	Wheat Pullman Loaf, 24 oz., 4"x4", 32 Slice  Weight per loaf 24oz  Number of slices per loaf excluding heels: 28	LOB	130	Alpha	\$ 2.72	\$ 353.60
<b>CATEGORY 2 - SPECIALTY BREADS</b>						
3 16107	Raisin Bread, 1#. 4"x4", 15 Slice  Weight per loaf 32oz  Number of slices per loaf excluding heels 30	LOB	16	Alpha	\$ 8.14	\$ 130.24
4 12265	100% Wheat Sliced, 24 oz.  Weight per loaf 24oz  Number of slices per loaf excluding heels: 28 3/4	LOB	3	Alpha	\$ 5.34	\$ 16.02

NO	ITEM	UOM	QTY	BRAND	PRICE	EXTENDED PRICE
5 26048	Light Rye Seedless Bread, 1#, 25 slices  Weight per package 24oz  Number of slices per loaf excluding heels: 17 sl	LOB	30	Alpha	\$ 4.85	\$ 145.50
6 11137	Texas Toast 1#, 17 Slice  Weight per loaf 16oz  Number of slices per loaf excluding heels: 15 sl	LOB	10	Alpha	\$ 3.76	\$ 37.60
CATEGORY 3 - ROLLS AND BUNS						
7 31061	Steak/Hoagle Buns 6 count / 6" pre sliced  Number of rolls per package 6ct	LOB	17	Alpha	\$ 3.20	\$ 54.40
8 23174	Loose Pack Assorted Dinner Rolls, 12 oz., 12 per package  Number of rolls per package 12ct	LOB	8	Alpha	\$ 3.90	\$ 31.20
9 34103	Loose Pack Wheat Dinner Roll, 12 oz., 12 per package  Number of rolls per package 24ct	LOB	7 4 24ct	Alpha	\$ 8.97	\$ 35.88
10 31061	Hamburger Buns Sliced, 16 oz., 3-1/2", 12 count  Weight per package  Number of buns per pkg. 12ct	LOB	20	Alpha	\$ 4.23	\$ 84.60

THE COUNTY OF DUPAGE  
FURNISH AND DELIVER ASSORTED SLICED BREADS, ROLLS AND BUNS 22-055-DCG  
PAGE 20 of 33

NO	ITEM	UOM	QTY	BRAND	PRICE	EXTENDED PRICE
11 53029	Hot Dog Buns Poly Sliced, 16 oz., 6", 12 per bag  Weight per package  Number of buns per pkg. 12ct	LOB	10	Alpha	\$ 4.23	\$ 42.30
12 31049	French Buns 6", 6 Count, Pre sliced  Number of rolls per package	LOB	6	Alpha	\$5.34	\$ 30.84
13	Kaiser Roll, Plain 12 Count  Number of rolls per package NA	LOB	10	NA	\$ NA	\$ NA
<b>CATEGORY 4 - ADDITIONAL ITEMS</b> Contractor shall provide percentage discount (-) or mark up (+) for additional items from pricelist or catalog.						
NO	DISCOUNT (-) OR MARK UP (+)				PERCENTAGE	
15					%	
					Weekly GRAND TOTAL	\$ 1,206.98
					52weeks Grand Total	\$62,792.96
<b>GRAND TOTAL</b> Weekly Grand Total: One Thousand Two Hundred and Six dollars and ninety eight cents (In words) Yearly Grand Total: Sixty Two Thousand Seven Hundred and Sixty Two Dollars and ninety six cents						



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)

CORPORATE SEAL  
(If available)

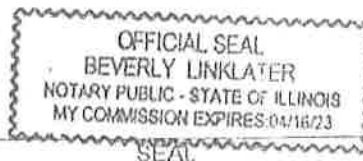
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 20<sup>th</sup> day of May AD, 20 22

Signature on File

\_\_\_\_\_  
(Notary Public)

My Commission Expires: 4/16/23



**SECTION 9 - MANDATORY FORM**  
**FURNISH AND DELIVER ASSORTED SLICED BREADS, ROLLS AND BUNDS 22-055-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Alpha Baking		
Main Business Address	5001 W. Polk St		
City, State, Zip Code	Chicago, IL 60632		
Telephone Number	773-261-6000	Email Address	jdeere@alphabaking.com
Bid Contact Person	Jim Deere		

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

\_\_\_\_\_ Jim Deere (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.)



## 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: 6/28/2023

Bid/Contract/PO #: 21-055-DCC

Company Name: Alpha Baking Company	Company Contact: Jim Deere
Contact Phone: 773-320-2759	Contact Email: Jdeere@alphabaking.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

Jim Deere

Title

Regional Sales Manager

Date

6/28/2023

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



## Care Center Requisition Under \$30,000

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

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**File #:** 23-2358

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

**Agenda #:** 8.D.

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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#: 23-2271	RFP, BID, QUOTE OR RENEWAL #: #22-056-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$50,900.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$113,900.00
	CURRENT TERM TOTAL COST: \$21,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Keurig Dr. Pepper/The American Bottling Company	VENDOR #: 29088	DEPT: DuPage Care Center	DEPT CONTACT NAME: Mario Plata
VENDOR CONTACT: Susan Milbratz	VENDOR CONTACT PHONE: 708-990-0492	DEPT CONTACT PHONE #: 630-784-4416	DEPT CONTACT EMAIL: mario.plata@dupageco.org
VENDOR CONTACT EMAIL: susan.milbratz@kdrp.com	VENDOR WEBSITE:	DEPT REQ #: 7400	
<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.). Canned, bottled beverages & fountain, for the DuPage Care Center and Cafes' on County Campus, for the period July 30, 2023 through July 29, 2024, for a contract amount not to exceed \$21,000.00, under bid renewal #22-056-DCC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To enhance menu variety with the County Cafes as well as catering needs for scheduled various County meetings, seminars & gatherings.			

### 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: Keurig Dr. Pepper/The American Bottling Company	Vendor#: 29088	Dept: DuPage Care Center	Division: Dining Services
Attn: Susan Milbratz	Email: susan.milbratz@kdrp.com	Attn: Mario Plata	Email: mario.plata@dupageco.org
Address: 400 N. Wolf Road, Suite A	City: Northlake	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60164	State: IL	Zip: 60187
Phone: 708-990-0492	Fax: 708-947-5113	Phone: 630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Keurig Dr. Pepper/The American Bottling Company	Vendor#: 29088	Dept: DuPage Care Center	Division:
Attn: Accounts Payable	Email: AP.invoicing@dpsg.com	Attn: Mario Plata	Email: mario.plata@dupageco.org
Address: 21431 Metwork Place	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60673-1214	State: IL	Zip: 60187
Phone: 972-673-7000 #6	Fax:	Phone: 630-784-4416	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 30, 2023	Contract End Date (PO25): July 29, 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		Canned & Bottled Beverages	FY23	1200	2025	52210		1,000.00	1,000.00
2	1	EA		Canned & Bottled Beverages	FY23	1200	2100	52210		5,000.00	5,000.00
3	1	EA		Canned & Bottled Beverages	FY24	1200	2025	52210		5,000.00	5,000.00
4	1	EA		Canned & Bottled Beverages	FY24	1200	2100	52210		10,000.00	10,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 21,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Canned, bottled beverages & fountain, for the DuPage Care Center and Cafes' on County Campus, for the period July 30, 2023 through July 29, 2024, for a contract amount not to exceed \$21,000.00, under bid renewal #22-056-DCC.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. July 11, 2023 HS Committee July 18, 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 Keurig Dr. Pepper DBA The American Bottling Company, located at 400 N Wolf Road Suite A, Northlake, IL 60164, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-056-DCC which became effective on 07/30/2022 and which will expire 07/29/2023. 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 07/29/2024.

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

### CONTRACTOR

Signature on File

3

SIGNATURE

James Hall

PRINTED NAME

Supervisor, Immediate consumption

PRINTED TITLE

6/29/23

DATE

### THE COUNTY OF DUPAGE

SIGNATURE

Nickon Etminan

PRINTED NAME

Buyer II

PRINTED TITLE

DATE





THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
CANNED & BOTTLED BEVERAGES 22-056-DCC  
BID TABULATION

✓

				The American Bottling Company	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Soda - 20 oz. Bottle (Case of 24)	CS	1,990	\$ 18.50	\$ 36,815.00
2	Soda - 12 oz. Can (Case of 24)	CS	30	\$ 8.25	\$ 247.50
3	Sport Drink - 20 oz. Bottle (Case of 24)	CS	360	\$ 18.00	\$ 6,480.00
4	Water - 20 oz. Bottle (Case of 24)	CS	260	\$ 12.00	\$ 3,120.00
5	MIX BOX (BIB) 2.5 Gallon Standard	GAL	30	\$ 47.80	\$ 1,434.00
6	MIX BOX (BIB) 5 Gallon Standard	GAL	45	\$ 91.70	\$ 4,126.50
GRAND TOTAL					\$ 52,223.00

NOTES

Bid Opening 6/9/2022 @ 2:30 PM	VC, SJ
Invitations Sent	5
Total Vendors Requesting Documents	0
Total Bid Responses	1

Contractor shall provide a general history, description, and status of their Company.

#### SECTION 7 - BID FORM PRICING

Any quantities shown are estimated and are provided for bid canvassing purposes.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Soda - 20 oz. Bottle (Case of 24)	CS	1,990	\$ 18.50	\$ 36,815
2	Soda - 12 oz. Can (Case of 24)	CS	30	\$ 8.25	\$ 247.50
3	<del>Sport Drink - 20 oz. Bottle</del> (Case of 24) Snapple 16oz	CS	360	\$ 18.00	\$ 6480
4	Water - 20 oz. Bottle (Case of 24)	CS	260	\$ 12.00	\$ 3120
5	MIX BOX (BIB) 2.5 Gallon Standard	GAL	30	\$ 47.80	\$ 1434
6	MIX BOX (BIB) 5 Gallon Standard	GAL	45	\$ 91.70	\$ 4126.50
GRAND TOTAL					\$ 52,223
GRAND TOTAL (In words)					

#### PRODUCT DONATION

Keurig Dr Pepper will provide an annual 30 case product donation (12oz cans/15.9oz bottled water) to be used as mutually agreed upon for special events

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	Keurig Dr Pepper	NAME	The American Bottling Company DBA Keurig Dr Pepper
CONTACT	Susan Milbratz	CONTACT	Accounts Payable
ADDRESS	400 N Wolf Road - Suite A	ADDRESS	21431 Network Place
CITY ST ZIP	Northlake, IL 60164	CITY ST ZIP	Chicago, IL 60673-1214
TX	708-990-0492	TX	972-673-7000 #6
FX	708-947-5113	FX	
EMAIL	susan.milbratz@kdrp.com	EMAIL	AP.Invoicing@dpsg.com
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Care Center Attn: Mario Plata 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-4416	
		DuPage County JTK Administration Building Attn: Rafael Lopez 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5760	
		DuPage County Judicial Office Facility Attn: Tom Fiala 505 North County Farm Road Wheaton, IL 60187 TX: (630) 407-8293	

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

X \_\_\_\_\_  
(Signature and Title)  
Susan Milbratz-Business Development Representative

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 3 day of JUNE AD, 2023  
Signature on File

MARCIA ANN BLACKBURN My Commission Expires: 3-16-2024  
(Notary Public)





**SECTION 9 - MANDATORY FORM  
CANNED & BOTTLED BEVERAGES 22-056-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	KEURIG DR PEPPER		
Main Business Address	400 N Wolf Road - Suite A		
City, State, Zip Code	Northlake, IL 60164		
Telephone Number	708-990-0492	Email Address	susan.milbratz@kdrp.com
Bid Contact Person	Susan Milbratz		

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:

Paul Bartone-Director, Immediate Consumption

James Hall, Supervisor, Immediate Consumption

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

Sijifredo Diaz, Manager, Immediate Consumption

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

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.)



## 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>Keurig Dr Pepper</b>	Company Contact: <b>Susan Milbratz</b>
Contact Phone: <b>708-990-0492</b>	Contact Email: <b>susan.milbratz@kdrp.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 read, and understand these requirements.

Authorized Signature

Printed Name

James Hall

Title

Supervisor, Immediate consumption

Date

6/29/23

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



## Care Center Requisition Under \$30,000

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

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**File #:** 23-2359

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

**Agenda #:** 8.E.

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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-2272	RFP, BID, QUOTE OR RENEWAL #: 21-048-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$12,920.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$63,844.00
	CURRENT TERM TOTAL COST: \$17,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: NDC Homecare, LLC dba Preferred Medical	VENDOR #:	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida
VENDOR CONTACT: Sabrina Taggart	VENDOR CONTACT PHONE: 954-835-2300	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupageco.org
VENDOR CONTACT EMAIL: staggart@wolfmed.com	VENDOR WEBSITE:	DEPT REQ #: 7402	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Rental of Zyno pumps and accessories as needed, for the DuPage Care Center, for the period August 1, 2023 through July 31, 2024, for a contract not to exceed \$17,000.00, under renewal quote #21-048-CARE, second of three one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished An infusion pump is a medical device that delivers fluids, such as nutrients and medications, into a patient's body in controlled amounts.			

### 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: NDC Homecare, LLC dba Preferred Medical	Vendor#:	Dept: DuPage Care Center	Division: Nursing
Attn: Sabrina Taggart	Email: staggart@wolfmed.com	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: 402 BNA Drive, Suite 500	City: Nashville	Address: 400 N. County Farm Road	City: Wheaton
State: TN	Zip: 37217	State: IL	Zip: 60187
Phone: 954-835-2300	Fax:	Phone: 630-784-4250	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: NDC Homecare, LLC dba Preferred Medical	Vendor#:	Dept: DuPage Care Center	Division:
Attn:	Email:	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: 402 BNA Drive, Suite 500	City: Nashville	Address: 400 N. County Farm Road	City: Wheaton
State: TN	Zip: 37217	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4250	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): August 1, 2023	Contract End Date (PO25): July 31, 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	FY23	1200	2050	53410		3,000.00	3,000.00
2	1	EA		supplies	FY23	1200	2050	52320		2,666.00	2,666.00
3	1	EA		rental	FY24	1200	2050	53410		7,000.00	7,000.00
4	1	EA		supplies	FY24	1200	2050	52320		4,334.00	4,334.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 17,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Rental of Zyno pumps and accessories as needed, for the DuPage Care Center, for the period August 1, 2023 through July 31, 2024, for a contract not to exceed \$17,000.00, under renewal quote #21-048-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. July 11, 2023 HS Committee
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

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This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and NDC Homecare LLC dba Preferred Medical, located at 402 BNA Drive, Suite 500, Nashville, Tennessee, 37217, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-048-CARE which became effective on 08/01/2021 and which will expire 07/31/2023. 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 07/31/2024.

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

### CONTRACTOR

A black rectangular box redacting the signature of Rocio Vargas.

SIGNATURE

Rocio Vargas

PRINTED NAME

Vice President of Sales

PRINTED TITLE

6/30/2023

DATE

### THE COUNTY OF DUPAGE

SIGNATURE

Donna Weidman

PRINTED NAME

Buyer II

PRINTED TITLE

DATE



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
ZYMO PUMP RENTAL 21-048-CARE  
QUOTE TABULATION

					Wolf Medical Supply					Zymo Solutions LLC					Infusystem					Omni Medical				Serinity Medical				
NO	ITEM	UOM	QTY	TERM	PURCHASE PRICE	DAILY RATE	MONTHLY RATE	YEARLY RATE	EXTENDED PRICE	PURCHASE PRICE	DAILY RATE	MONTHLY RATE	YEARLY RATE	EXTENDED PRICE	PURCHASE PRICE	DAILY RATE	MONTHLY RATE	YEARLY RATE	EXTENDED PRICE	PURCHASE PRICE	DAILY RATE	MONTHLY RATE	YEARLY RATE	PURCHASE PRICE	DAILY RATE	MONTHLY RATE	YEARLY RATE	
Section 1																												
1	Zymo Pole Mounted Pump Fusion Pump System	MO	12	LEASE		\$ 1.81	\$ 55.00	\$ 660.00	\$ 7,920.00		No Bid	\$ 75.00	\$ 800.00	\$ 9,600.00		\$ 2.50	\$ 75.00	\$ 900.00	\$ 10,800.00		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	
2	Zymo Pole Mounted Pump Fusion Pump System	EA	1	PURCHASE	\$ 2,025.00					\$ 1,760.00					\$ 1,950.00						\$ 2,100.00				\$ 2,750.00			No Bid
3	Zymo 40" Secondary Administration Set (50/box)	BX	12	PURCHASE	\$ 56.81				\$ 681.72	No Bid					\$ 38.00				\$ 456.00	\$ 43.50				\$ 99.00				
4	Zymo 105" Primary Administration Set (50/box)	BX	12	PURCHASE	\$ 209.92				\$ 2,519.04	No Bid					\$ 152.00				\$ 1,824.00	\$ 60.00				\$ 175.00				

Section 2																												
1	Additional Product Line Supplementals Discount (-) or Mark-Up (+)					0%				0%					15%					0%								-5%

NOTES  
1. The daily rate is same for monthly rate and yearly rate charge.

Invitations Sent	8
Total Vendors Requesting Documents	0
Total Bid Responses	0



## PRICE

Any quantities shown are estimated only for bid canvassing purposes.

### SECTION 1

NO.	ITEM	UOM	QTY	TERM	PRICE	DAILY RATE	MONTHLY RATE	YEARLY RATE
1	Zyno Pole Mounted Pump Infusion Pump System	MO	12	Lease		\$ 1.81/EA	\$ 55.00/EA	\$ 660.00/EA
2	Zyno Pole Mounted Pump Infusion Pump System	EA	12	Purchase	\$ 2,025.00/EA			
3	Zyno 40" Secondary Administration Set (50/box)	BX	1	Purchase	\$ 55.81/BX			
4	Zyno 105" Primary Administration Set (50/box)	BX	1	Purchase	\$ 209.92/BX			

### SECTION 2

During the contract period, additional product line supplements not specified above may be accepted as additional contracted items. The acceptance of product line supplements or additional items is at the discretion of the Buyer. Acceptable supplement items may include items that become an upgrade of the goods offered under this Quote. The County reserves the right not to award or add items for which prices are deemed high and not in the best interest of the County (cost defined as Direct Product Cost Plus Freight). Provide percentage discount (-) or mark-up (+) for additional items from pricelist or catalog.

DISCOUNT (-) OR MARK-UP (+)	PERCENTAGE
N/A	N/A %

Submit your net price list or catalog with discount of other items you carry that may be purchased from the awarded contract with warranty information with your quote. Items which do not have established and auditable pricing shall not be purchased against this contract.

**QUOTE SIGNATURE PAGE**

**ZYNO PUMP RENTAL 21-048-CARE**

**Signature on File**

X

00

(Signature and Title)

6/11/2021

(Date)

**QUOTATION MUST BE SIGNED FOR CONSIDERATION**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	NDC Homecare, LLC d/b/a Wolf Medical Supply
Main Business Address	13951 NW 8th Street
City, State, Zip Code	Sunrise, FL 33325
Telephone Number	954-835-2300 ext. 207
Email Address	aschoenberg@wolfmed.com
Bid Contact Person	Ahoova Schoenberg



## 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: NDC Homecare, LLC d/b/a Preferred Medical Supply	Company Contact: Rocio Vargas
Contact Phone: 954-835-2300	Contact Email: rvargas@wolfmed.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on File**

Printed Name Rocio Vargas

Title Vice President of Sales

Date 6/30/2023

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



## Change Order

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

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**File #: 23-2325**

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

**Agenda #: 8.F.**

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FM-P-0103A-22

AMENDMENT TO RESOLUTION FM-P-0103-22  
ISSUED TO DOOR SYSTEMS ASSA ABLOY US INC.  
FOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR AUTOMATIC AND MANUAL  
DOORS WITH THRESHOLD CLOSURES  
FOR FACILITIES MANAGEMENT  
(ADD LINE FOR THE DUPAGE CARE CENTER AND TO INCREASE ENCUMBRANCE \$35,000.00)

WHEREAS, Resolution FM-P-0103-22 was approved by the DuPage County Board on March 22, 2022; and

WHEREAS, the Public Works Committee recommends changes as stated in the Change Order Notice to County Contract 5723-0001 SERV, issued to Door Systems ASSA ABLOY US Inc., for preventive maintenance and repair services for automatic and manual doors with threshold closures, for Facilities Management, to add a line for the DuPage Care Center and increase the contract by \$35,000.00 resulting in an amended contract total of \$95,780.00, an increase of 57.58%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 5723-0001 SERV, issued to Door Systems ASSA ABLOY US Inc., for preventive maintenance and repair services for automatic and manual doors with threshold closures, for Facilities Management, to add a line for the DuPage Care Center and increase the contract by \$35,000.00, resulting in an amended contract total of \$95,780.00, an increase of 57.58%.

Enacted and approved this 18<sup>th</sup> day of July, 2023, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



FM+HS 7/11  
FI+CB 7/18



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 27, 2023

MinuteTraq (IQM2) ID #: 23-2264

<b>Purchase Order #:</b> 5723-0001 SERV	<b>Original Purchase Order Date:</b> Apr 1, 2022	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Door Systems ASSA ABLOY US Inc.		<b>Vendor #:</b> 11107	<b>Dept Contact:</b> Tim Harbaugh
<b>Background and/or Reason for Change Order Request:</b>	Contract for preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed for the County facilities, for Facilities Management, for a two-year period April 1, 2022 through March 31, 2024, per lowest responsible bid #22-018-FM. Increase and add additional lines to incorporate the DuPage Care Center to the contract. Add line 17, 1200-2040-52270 for parts in the amount of \$15,000.00 for the DuPage Care Center (FY23) Add line 18, 1200-2040-53300 for labor in the amount of \$10,000.00 for the DuPage Care Center (FY23) Add line 19, 1200-2040-52270 for parts in the amount of \$5,000.00 for the DuPage Care Center (FY24) Add line 20, 1200-2040-53300 for labor in the amount of \$5,000.00 for the DuPage Care Center (FY24)		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$60,780.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$60,780.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$35,000.00
E	New contract amount (C + D)	\$95,780.00
F	Percent of current contract value this Change Order represents (D / C)	57.58%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	57.58%
<b>DECISION MEMO NOT REQUIRED</b>		

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

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

cdk	4208	Jun 27, 2023	TH	5670	Jun 27, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date



## Decision Memo

### Procurement Services Division

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

Date: Jun 28, 2023

MinuteTraq (IQM2) ID #: 23-2264

Department Requisition #: 5273-0001 SERV

Requesting Department: DuPage Care Center	Department Contact: Nick Jensen
Contact Email: Nicholas.jensen@dupageco.org	Contact Phone: 630-784-4435
Vendor Name: Door Systems ASSA ABLOY US, Inc.	Vendor #: 11107

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

Create line for the DuPage Care Center and increase in the amount of \$35,000.00

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

Facilities Management has an existing contract for a time and material contract, 5723-0001 SERV. The DuPage Care Center has had some doors repaired - most work should have been done in FY22, however, due to supply issues, work was not completed until FY23. Also, allowing future work being done at the DuPage Care Center.

#### Strategic Impact

Financial Planning

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

By adding a line into existing contract, it will allow the Care Center to continue with future work that will need to be completed for upcoming repairs.

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

#22-018-FM

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

- 1) Approval to Create line for the DuPage Care Center and increase in the amount of \$35,000.00.
- 2) Do not approve change order to create line and add money, however, repairs need to be completed to stay in compliance with IDPH guidelines and regulations, as well as not being in compliance with Procurement Ordinance.

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

1200-2040-52270  
1200-2040-53300

An updated Vendor Ethics Disclosure form has been requested.



## Budget Transfer

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

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**File #:** 23-2360

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

**Agenda #:** 9.A.

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DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective October, 2022

LIHEAP 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	
1495	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 9,500.00	44,513.89	35,013.89	6/27/23
Total				\$ 9,500.00			

LIHEAP 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	
1495	50010		OVERTIME	\$ 9,500.00	(4,886.19)	4,613.81	6/27/23
Total				\$ 9,500.00			

Reason for Request:

The purpose of this budget transfer is to provide funds for the payment of Overtime.

Signature on File

Department Head

Signature on File

Chief Financial Officer

Activity

(optional)

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

6/26/23

Date

6/26/23

Date

Finance Department Use Only

Fiscal Year 23 Budget Journal # Acctg Period

Entered By/Date Released & Posted By/Date

HHS - 7/11/23  
FIN/CB - 7/18/23



## Budget Transfer

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

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**File #:** 23-2361

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

**Agenda #:** 9.B.

---

**DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective October, 2022**

US TREAS EMER RENT ASSIST FUND

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	
1770	53830	0000	OTHER CONTRACTUAL EXPENSES	\$ 50,500.00	272,762.00	222,262.00	7/5/23
Total				\$ 50,500.00			

US TREAS EMER RENT ASSIST FUND

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	
1770	50000	0000	REGULAR SALARIES	\$ 36,315.00	104,739.50	110,499.50	7/5/23
1770	51010	0000	EMPLOYER SHARE I.M.R.F.	\$ 3,972.00	14,385.30	18,357.30	7/5/23
1770	51030	0000	EMPLOYER SHARE SOCIAL SECURITY	\$ 2,837.00	8,586.72	11,423.72	7/5/23
1770	51040	0000	EMPLOYEE MED & HOSP INSURANCE	\$ 7,376.00	43,471.71	36,095.71	7/5/23
Total				\$ 50,500.00			

Reason for Request:

Since the IL Housing Development Authority ended its ERA2 program early prior to spending out allotted funds, there is surplus in the ERA2 program. To use this federal funding, going forward the Eviction Mediation Program will be charged to ERA2 instead of ARPA. Going forward, surplus funding will be used to directly pay the Project Manager's salary, which is fully eligible under the ERA2 grant. Transfer is to cover the remainder of FY23.

**Signature on File**

\_\_\_\_\_  
Department Head

**Signature on File**

\_\_\_\_\_  
Chief Financial Officer

Date  
7/6/23  
Date

Activity \_\_\_\_\_

(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

HHS - 7/11/23  
FIN - 7/18/23



## Authorization to Travel

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

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**File #:** 23-2362

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

**Agenda #:** 10.A.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel  
Revised 1-08-2019

REQUEST DATE:	6/16/2023
NAME:	TITLE: Comm. Services Manager
DEPARTMENT: Senior Services	ACCOUNT CODE: 5000-1720
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
Mandatory Regional Ombudsman Quarterly Meeting and Long-Term Care Advisory Group Meeting in Springfield, IL.	
DESTINATION: Springfield, IL	
DATE OF DEPARTURE: 7/11/2023	DATE OF RETURN ARRIVAL: 7/13/2023
(Please include a detailed explanation if different from official business dates)	
<i>Please indicate the estimated amount for each applicable expense.</i>	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$220.00
LODGING	\$200.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$140.00
TOTAL	\$560.00

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

Date: 6/16/23

(Signature)

Committee Name: \_\_\_\_\_

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

ALL OVERNIGHT TRAVEL

County Board: \_\_\_\_\_

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

ONLY OUT-OF-STATE TRAVEL

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



## Authorization to Travel

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

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**File #:** 23-2363

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

**Agenda #:** 10.B.

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**OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST**

Valid for overnight and/or out-of-state travel  
Revised 1-08-2019

REQUEST DATE:	6/22/2023		
NAME:	TITLE: Community Services Manager		
DEPARTMENT: Community Services (APS)	ACCOUNT CODE:	5000-1720	
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
To attend the National Adult Protective Services Conference to learn the most current trends in APS. Grant Funded.			
DESTINATION: Boston, MA			
DATE OF DEPARTURE:	8/27/2023	DATE OF RETURN ARRIVAL:	8/31/2023
(Please include a detailed explanation if different from official business dates)			
Traveling on 8/27/23 for NAPSA conference since it starts on 8/28.			
<b>Please indicate the estimated amount for each applicable expense.</b>			
REGISTRATION:			\$550.00
TRANSPORTATION:			\$330.00
LODGING			\$1,230.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)			\$115.00
RENTAL CAR: (explain fully the necessity)			\$0.00
REFERENCE MATERIALS:			\$0.00
MEALS: (Per Diems)			\$281.50
TOTAL			\$2,506.50

**REVIEWED BY AND DATE APPROVED:**

Signature on File

Department Head: \_\_\_\_\_

Date: 6/26/23

(Signature)

Committee Name: \_\_\_\_\_

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

ALL OVERNIGHT TRAVEL

County Board: \_\_\_\_\_

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

ONLY OUT-OF-STATE TRAVEL

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



## Authorization to Travel

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

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**File #:** 23-2364

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

**Agenda #:** 10.C.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel

Revised 1-08-2019

REQUEST DATE:	6/22/2023
NAME:	TITLE: Case Manager
DEPARTMENT: Community Services (APS)	ACCOUNT CODE: 5000-1720
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
To attend the National Adult Protective Services Conference to learn the most current trends in APS. Grant Funded.	
DESTINATION: Boston, MA	
DATE OF DEPARTURE: 8/27/2023	DATE OF RETURN ARRIVAL: 8/31/2023
(Please include a detailed explanation if different from official business dates)	
Traveling on 8/27/23 for NAPSA conference since it starts on 8/28.	
<b>Please indicate the estimated amount for each applicable expense.</b>	
REGISTRATION:	\$675.00
TRANSPORTATION:	\$330.00
LODGING	\$1,230.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$281.50
TOTAL	\$2,516.50

### REVIEWED BY AND DATE APPROVED:

SIGNATURE ON FILE

Department Head: \_\_\_\_\_

Date: 6/26/23

(Signature)

Committee Name: \_\_\_\_\_

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

ALL OVERNIGHT TRAVEL

County Board: \_\_\_\_\_

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

ONLY OUT-OF-STATE TRAVEL

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



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 23-2365

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

**Agenda #:** 10.D.

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## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel  
Revised 3-14-2017

REQUEST DATE:	20-Jun-23
NAME:	TITLE: Administrator
DEPARTMENT: Community Services	ACCOUNT CODE: 5000-1420
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
LIHEAP Grant funded authorization to travel: Administrator will attend the annual LIHEAP mandated grant training. Training will pertain to our 2024 funding for the State and Federal LIHEAP/PIPP grants. Cost includes rental car, gas, hotel and per diem approx. cost of \$660.50. Rental car required to transport 6 people to training saving the grant mileage for 3 separate vehicles .	
DESTINATION: Springfield, IL	
DATE OF DEPARTURE: 8/7/2023	DATE OF RETURN ARRIVAL: 8/8/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$100.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$100.00
RENTAL CAR: (explain fully the necessity)	\$400.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$60.50
TOTAL	\$660.50

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

Date: 6/26/23

(Signature)

Committee Name: \_\_\_\_\_

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

County Board: \_\_\_\_\_

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

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

## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel  
Revised 3-14-2017

REQUEST DATE:	20-Jun-23
NAME:	TITLE: Community Services Manager
DEPARTMENT: Community Services	ACCOUNT CODE: 5000-1420
PURPOSE OF TRIP: (explain fully the necessity of making the trip) LIHEAP Grant funded authorization to travel: Community Services Manager will attend the annual LIHEAP mandated grant training. Training will pertain to our 2024 funding for the State and Federal LIHEAP/PIPP grants. Cost includes hotel and per diem approx. cost \$160.50. Will ride with Administrator in rental car.	
DESTINATION: Springfield, IL	
DATE OF DEPARTURE: 8/7/2023	DATE OF RETURN ARRIVAL: 8/8/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$100.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$60.50
TOTAL	\$160.50

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_  
(Signature)

Date: 6/26/23

Committee Name: \_\_\_\_\_

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

County Board: \_\_\_\_\_

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

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



## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel  
Revised 3-14-2017

REQUEST DATE:	20-Jun-23
NAME:	TITLE: Utility Assistance Coordinator
DEPARTMENT: Community Services	ACCOUNT CODE: 5000-1420
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
LIHEAP Grant funded authorization to travel: Utility Assistance Coordinator will attend the annual LIHEAP mandated grant training. Training will pertain to our 2024 funding for the State and Federal LIHEAP/PIPP grants. Cost includes hotel and per diem approx. cost \$160.50. Will ride with Administrator in rental car.	
DESTINATION: Springfield, IL	
DATE OF DEPARTURE: 8/7/2023	DATE OF RETURN ARRIVAL: 8/8/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$100.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$60.50
TOTAL	\$160.50

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

Date: 6/26/23

(Signature)

Committee Name: \_\_\_\_\_

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

County Board: \_\_\_\_\_

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

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

## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel  
Revised 3-14-2017

REQUEST DATE:	20-Jun-23
NAME:	TITLE: Utility Assistance Coordinator
DEPARTMENT: Community Services	ACCOUNT CODE: 5000-1420
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
LIHEAP Grant funded authorization to travel: Utility Assistance Coordinator will attend the annual LIHEAP mandated grant training. Training will pertain to our 2024 funding for the State and Federal LIHEAP/PIPP grants. Cost includes hotel and per diem approx. cost \$160.50. Will ride with Administrator in rental car.	
DESTINATION: Springfield, IL	
DATE OF DEPARTURE: 8/7/2023	DATE OF RETURN ARRIVAL: 8/8/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$100.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$60.50
TOTAL	\$160.50

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

Date: 6/26/23

(Signature)

Committee Name: \_\_\_\_\_

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

County Board: \_\_\_\_\_

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

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

Valid for ALL overnight travel  
Revised 3-14-2017

REVIEWED BY AND DATE APPROVED:

Date: 6/26/23

Date:

Date:

216

## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel  
Revised 3-14-2017

REQUEST DATE:	20-Jun-23
NAME:	TITLE: Accountant
DEPARTMENT: Community Services	ACCOUNT CODE: 5000-1420
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
LIHEAP Grant funded authorization to travel: Accountant will attend the annual LIHEAP mandated grant training. Training will pertain to our 2024 funding for the State and Federal LIHEAP/PIPP grants. Cost includes hotel and per diem approx. cost \$160.50. Will ride with Administrator in rental car.	
DESTINATION: Springfield, IL	
DATE OF DEPARTURE: 8/7/2023	DATE OF RETURN ARRIVAL: 8/8/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$100.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$60.50
TOTAL	\$160.50

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

(Signature)

Date: 6/26/23

Committee Name: \_\_\_\_\_

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

County Board: \_\_\_\_\_

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

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





## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 23-2366

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

**Agenda #:** 10.E.

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## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel  
Revised 3-14-2017

REQUEST DATE:	27-Jun-23
NAME:	TITLE: Administrator
DEPARTMENT: Community Services	ACCOUNT CODE: 5000-1430
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
Weatherization Grant funded authorization to travel: Administrator will attend the annual Weatherization Roundtable put on by DECO and IACAA to discuss Weatherization Strategic Plan for the State of Illinois. Planning process will give direction to the State on our processes for the next 3-5 year. Cost includes hotel and per diem approx. cost \$186. Will be riding in County vehicle no mileage charged.	
DESTINATION: Springfield, IL	
DATE OF DEPARTURE: 7/19/2023	DATE OF RETURN ARRIVAL: 7/20/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$112.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$74.00
TOTAL	\$186.00

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

Date: 6/27/23

(Signature)

Committee Name: \_\_\_\_\_

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

County Board: \_\_\_\_\_

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

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



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 23-2367

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

**Agenda #:** 10.F.

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## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel  
Revised 3-14-2017

REQUEST DATE:	27-Jun-23
NAME:	TITLE: Community Services Supervisor
DEPARTMENT: Community Services	ACCOUNT CODE: 5000-1430
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
Weatherization Grant funded authorization to travel: Community Services Supervisor will attend the annual Weatherization Roundtable put on by DECO and IACAA to discuss Weatherization Strategic Plan for the State of Illinois. Planning process will give direction to the State on our processes for the next 3-5 year. Cost includes gas, hotel and per diem approx. cost \$261. Will be riding in County vehicle no mileage charged just gas for return trip.	
DESTINATION: Springfield, IL	
DATE OF DEPARTURE: 7/19/2023	DATE OF RETURN ARRIVAL: 7/20/2023
(Please include a detailed explanation if different from official business dates)	
<b>Please indicate the estimated amount for each applicable expense.</b>	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$112.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$75.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$74.00
TOTAL	\$261.00

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

(Signature)

Date: 6/27/23

Committee Name: \_\_\_\_\_

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

County Board: \_\_\_\_\_

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

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





## Authorization to Travel

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

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**File #:** 23-2368

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

**Agenda #:** 10.G.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel  
Revised 1-08-2019

REQUEST DATE:	7/3/2023
NAME:	TITLE: Housing & Community Development Planner
DEPARTMENT: CDC	ACCOUNT CODE: 5000-1440
PURPOSE OF TRIP: (explain fully the necessity of making the trip) Housing & Community Development Planner to attend the National Association for County Community & Economic Development (NACCED) Annual Educational Conference and Training. 100% Community Development Block Grant funded.	
DESTINATION: Salt Lake City, UT	
DATE OF DEPARTURE: 9/18/2023	DATE OF RETURN ARRIVAL: 9/21/2023
(Please include a detailed explanation if different from official business dates)	
<b>Please indicate the estimated amount for each applicable expense.</b>	
REGISTRATION:	\$605.00
TRANSPORTATION:	\$700.00
LODGING	\$630.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$175.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$224.00
TOTAL	\$2,334.00

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_  
(Signature)

Date: 7/6/23

Committee Name: \_\_\_\_\_  
ALL OVERNIGHT TRAVEL

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

County Board: \_\_\_\_\_  
ONLY OUT-OF-STATE TRAVEL

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

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

## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel

Revised 1-08-2019

REQUEST DATE:	7/3/2023
NAME:	TITLE: Sr. Housing/Com. Dev. Planner
DEPARTMENT: Community Services - CDC	ACCOUNT CODE: 5000-1440
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
Senior Housing and Community Development Planner to attend the National Association for County Community & Economic Development (NACCED) Annual Educational Conference and Training. 100% Community Development Block Grant funded.	
DESTINATION: Salt Lake City, UT	
DATE OF DEPARTURE: 9/18/2023	DATE OF RETURN ARRIVAL: 9/21/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$605.00
TRANSPORTATION:	\$650.00
LODGING	\$630.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$250.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$224.00
TOTAL	\$2,359.00

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

Date: 7/6/23

(Signature)

Committee Name: \_\_\_\_\_

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

ALL OVERNIGHT TRAVEL

County Board: \_\_\_\_\_

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

ONLY OUT-OF-STATE TRAVEL

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

## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel

Revised 1-08-2019

REQUEST DATE:	7/3/2023
NAME:	TITLE: CD Manager
DEPARTMENT: CDC	ACCOUNT CODE: 5000-1440
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
Community Development Manager to attend the National Association for County Community & Economic Development (NACCED) Annual Educational Conference and Training. 100% Community Development Block Grant funded.	
DESTINATION: Salt Lake City, UT	
DATE OF DEPARTURE: 9/18/2023	DATE OF RETURN ARRIVAL: 9/21/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$605.00
TRANSPORTATION:	\$650.00
LODGING	\$630.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$175.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$224.00
TOTAL	\$2,284.00

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

(Signature)

Date: 7/6/23

Committee Name: \_\_\_\_\_

ALL OVERNIGHT TRAVEL

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

County Board: \_\_\_\_\_

ONLY OUT-OF-STATE TRAVEL

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

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



## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel  
Revised 1-08-2019

REQUEST DATE:	7/3/2023
NAME:	TITLE: Housing & Com Dev Planner
DEPARTMENT: CDC	ACCOUNT CODE: 5000-1440
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
Housing and Community Development Planner to attend the National Association for County Community & Economic Development (NACCED) Annual Educational Conference and Training. 100% Community Development Block Grant funded.	
DESTINATION: Salt Lake City, UT	
DATE OF DEPARTURE: 9/18/2023	DATE OF RETURN ARRIVAL: 9/21/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$605.00
TRANSPORTATION:	\$650.00
LODGING	\$630.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$175.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$224.00
TOTAL	\$2,284.00

### REVIEWED BY AND DATE APPROVED:

Department Head:  (Signature)

Date: 7/6/23

Committee Name: ALL OVERNIGHT TRAVEL

Date:

County Board: ONLY OUT-OF-STATE TRAVEL

Date:

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



## Grant Proposal Notifications

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

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**File #:** 23-2369

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

**Agenda #:** 11.A.

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## Grant Proposal Notification

GPN Number: 037-23  
(Completed by Finance Department)

Date of Notification: 06/20/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 07/11/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/08/2023  
(MM/DD/YYYY)

Name of Grant: Weatherization DOE Grant FY24

Name of Grantor: IL Dept. of Commerce and Economic Opportunity

Originating Entity: U.S. Dept. of Energy  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Gina Strafford-Ahmed, Intake Administrator x6444  
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 595,551.00

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

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

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

If Federal, provide CFDA: 81.042

If State, provide CSFA: 420-70-0087



## Grant Proposal Notification

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

The Weatherization DoE Grant is funded through the U.S. Department of Energy and passed through the IL Department of Commerce and Economic Opportunity to DuPage County Community Services. The Weatherization Department utilizes 63% of this grant to provide client services by our contractors to low income households to install energy conservation measures to permanently reduce their energy bills. Conservation measures include, but are not limited to, air – sealing, insulation of attics and walls, caulking and weather-stripping, installation of high efficiency furnaces, and baseload measures such as Energy Star Refrigerators and LED light bulbs. In addition, the grant funding addresses Health& Safety concerns by providing smoke detectors, carbon monoxide detectors and proper ventilation to improve indoor air quality. Under the guidance of the Illinois Home Weatherization Assistance Program (IHWAP), these improvements are provided at no cost to income eligible households that would not otherwise be able to afford them.

The remainder of the funding from this grant covers the cost of administering the Weatherization Program, including but not limited to staff salary and benefits, office and operating supplies, mileage and travel expense and training expense.

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

Quality of Life for low income residents of DuPage County is significantly improved by reducing excessive energy burdens to those that struggle to cover their monthly utility bills. Health & Safety improvements create a safer and healthier home. Research has shown that the payback from these improvements are many-fold. Households that receive LIHEAP assistance are also weatherized which creates a synergistic effect and leverages funding.

Economic Growth is stimulated in DuPage County by bringing in state and federal funding to be spent at the local level for the cost of labor and material to install these measures by our Weatherization contractors. In addition, several of the Weatherization staff are residents of DuPage County and spend their earnings locally.

3. What is the period covered by the grant?

07/01/2023 to: 06/30/2024  
(MM/DD/YYYY) (MM/DD/YYYY)

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

3.1.1. \_\_\_\_\_ and \_\_\_\_\_  
(MM/YY) (Duration)

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

No

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

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

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

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



## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \$454,028.92 Percentage covered by grant 38%

6.1.2. Total fringe benefits \$127,825.40 Percentage covered by grant 38%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

5000-1430 Weatherization Grants

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): no

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?                       
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

## Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)	No
6.3.1. If yes, please answer the following:	
6.3.1.1. How many years beyond the grant term?	_____
6.3.1.2. What Company-Accounting Unit(s) will be used?	_____
6.3.1.3. Total annual salary	_____
6.3.1.4. Total annual fringe benefits	_____
7. Does the grant allow for direct administrative costs? (Yes or No)	Yes
7.1. If yes, please answer the following:	
7.1.1. Total estimated direct administrative costs for project	\$44,666.00
7.1.2. Percentage of direct administrative costs covered by grant	100%
7.1.3. What percentage of the grant total is the portion covered by the grant	7%
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?	63%
9. Are matching funds required? (Yes or No):	No
9.1. If yes, please answer the following:	
9.1.1. What percentage of match funding is required by granting entity?	_____
9.1.2. What is the dollar amount of the County's match?	_____



## Grant Proposal Notification

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

10. What amount of funding is already allocated for the project? \$0.00

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

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

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$595,551.00



## Grant Proposal Notifications

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

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**File #: 23-2370**

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

**Agenda #: 11.B.**

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## Grant Proposal Notification

GPN Number: 038-23  
(Completed by Finance Department)

Date of Notification: 06/20/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 07/11/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/08/2023  
(MM/DD/YYYY)

Name of Grant: Weatherization HHS Grant FY24

Name of Grantor: IL Dept. of Commerce and Economic Opportunity

Originating Entity: U.S. Dept. of Health and Human Services  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Gina Strafford-Ahmen, Intake Administrator x6444  
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 736,590.00

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

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

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

If Federal, provide CFDA: 93.568

If State, provide CSFA: 420-70-0087



## Grant Proposal Notification

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

The Weatherization HHS Grant is funded through the U.S. Department of Health and Human Services passed through the IL Department of Commerce and Economic Opportunity to DuPage County Community Services. The Weatherization Department utilizes 67% of this grant to provide client services by our contractors to low income households to install energy conservation measures to permanently reduce their energy bills. Conservation measures include, but are not limited to, air – sealing, insulation of attics and walls, caulking and weather-stripping, installation of high efficiency furnaces, and baseload measures such as Energy Star Refrigerators and LED light bulbs. In addition, the grant funding addresses Health& Safety concerns by providing smoke detectors, carbon monoxide detectors and proper ventilation to improve indoor air quality. Under the guidance of the Illinois Home Weatherization Assistance Program (IHWAP), these improvements are provided at no cost to income eligible households that would not otherwise be able to afford them.

The remainder of the funding from this grant covers the cost of administering the Weatherization Program, including but not limited to staff salary and benefits, office and operating supplies, mileage and travel expense and training expense.

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

Quality of Life for low income residents of DuPage County is significantly improved by reducing excessive energy burdens to those that struggle to cover their monthly utility bills. Health & Safety improvements create a safer and healthier home. Research has shown that the payback from these improvements are many-fold. Households that receive LIHEAP assistance are also weatherized which creates a synergistic effect and leverages funding.

Economic Growth is stimulated in DuPage County by bringing in state and federal funding to be spent at the local level for the cost of labor and material to install these measures by our Weatherization contractors. In addition, several of the Weatherization staff are residents of DuPage County and spend their earnings locally.

3. What is the period covered by the grant?

06/01/2023 to: 09/30/2024  
(MM/DD/YYYY) (MM/DD/YYYY)

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

3.1.1. \_\_\_\_\_ and \_\_\_\_\_  
(MM/YY) (Duration)

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

No

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

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

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

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

## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \$454,028.92      Percentage covered by grant 42%

6.1.2. Total fringe benefits \$127,825.40      Percentage covered by grant 42%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1.      If yes, which ones are disallowed?

6.1.3.2.      If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

5000-1430 Weatherization Grants

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1.      Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_

6.2.1.2.      Will the headcount of the new position(s) be placed in the grant accounting unit?                       
(Yes or No)

6.2.1.2.1.      If no, in what Company-Accounting Unit will the headcount(s) be placed?





## Grant Proposal Notification

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

10. What amount of funding is already allocated for the project? \$0.00

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

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

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$736,590.00





## Grant Proposal Notifications

421 N. COUNTY FARM  
ROAD  
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**File #:** 23-2371

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

**Agenda #:** 11.C.

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## Grant Proposal Notification

GPN Number: 039-23  
(Completed by Finance Department)

Date of Notification: 06/20/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 07/11/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/08/2023  
(MM/DD/YYYY)

Name of Grant: Weatherization State Grant FY24

Name of Grantor: IL Dept. of Commerce and Economic Opportunity

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

County Department: Community Services

Department Contact: Gina Strafford-Ahmed, Intake Administrator x6444  
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 368,559.00

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

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

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

If Federal, provide CFDA: \_\_\_\_\_ If State, provide CSFA: 420-70-0087



## Grant Proposal Notification

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

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

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3. What is the period covered by the grant?

07/01/2023 to: 09/30/2024  
(MM/DD/YYYY) (MM/DD/YYYY)

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

3.1.1. \_\_\_\_\_ and \_\_\_\_\_  
(MM/YY) (Duration)

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

No

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

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

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

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

## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \$454,028.92      Percentage covered by grant 20%

6.1.2. Total fringe benefits \$127,825.40      Percentage covered by grant 20%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1.      If yes, which ones are disallowed?

6.1.3.2.      If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

5000-1430 Weatherization Grants

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1.      Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_

6.2.1.2.      Will the headcount of the new position(s) be placed in the grant accounting unit?                       
(Yes or No)

6.2.1.2.1.      If no, in what Company-Accounting Unit will the headcount(s) be placed?

## Grant Proposal Notification

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p>	<p><u>No</u></p>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<p>_____</p>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<p>_____</p>
<p>6.3.1.3. Total annual salary</p>	<p>_____</p>
<p>6.3.1.4. Total annual fringe benefits</p>	<p>_____</p>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p><u>Yes</u></p>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<p><u>\$29,485.00</u></p>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<p><u>100%</u></p>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<p><u>8%</u></p>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p><u>68%</u></p>
<p>9. Are matching funds required? (Yes or No):</p>	<p><u>No</u></p>
<p>9.1. If yes, please answer the following:</p>	
<p>9.1.1. What percentage of match funding is required by granting entity?</p>	<p>_____</p>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<p>_____</p>



## Grant Proposal Notification

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

10. What amount of funding is already allocated for the project? \$0.00

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

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

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$368,559.00