



# 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, March 3, 2026**

**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. [26-0832](#)**

Human Service Committee - Regular Meeting - Tuesday, February 17, 2026

**6. COMMUNITY SERVICES - MARY KEATING**

**6.A. [FI-R-0050-26](#)**

Acceptance and appropriation of additional funding for the IACAA Employment Barrier Reduction Pilot Program PY26, Company 5000 - Accounting Unit 1675, in the amount of \$17,250, increasing funding from \$40,250 to \$57,500. (Community Services)

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

**7.A. [HS-P-0017-26](#)**

Recommendation for the approval of a contract purchase order to Novastaff Healthcare Services, Inc., to provide supplemental nursing staffing services, for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027, for a total contract amount not to exceed \$600,000; per renewal of RFP #24-002-DCC, second of three one-year optional renewals.

**7.B. [HS-P-0018-26](#)**

Recommendation for the approval of a contract purchase order to RCM Technologies, Inc., to provide supplemental nursing staffing services, for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027, for a total contract amount not to exceed \$115,000; per renewal of RFP #24-002-DCC, second of three one-year renewals.

**7.C. [HS-P-0019-26](#)**

Recommendation for the approval of a contract purchase order to Brightstar Care of Central DuPage, to provide supplemental nursing staffing, for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027, for a total contract amount not to exceed \$175,000; per renewal of RFP #24-002-DCC, second of three one-year optional renewals.

7.D. [FI-R-0048-26](#)

Acceptance of an extension of time for the DuPage Care Center Foundation Music Therapy Grant PY25, Company 5000 - Accounting Unit 2120, to extend the grant through February 28, 2026. (DuPage Care Center)

7.E. [FI-R-0049-26](#)

Acceptance and appropriation of the DuPage Care Center - ILDCEO Equipment Replacement Grant PY25, Inter-Governmental Agreement No. 23-203217, Company 5000 - Accounting Unit 2110, in the amount of \$200,000. (DuPage Care Center and Facilities Maintenance Departments)

**8. TRAVEL**8.A. [26-0833](#)

Weatherization Assessor to attend the National Home Performance Conference and Trade Show in Columbus, Ohio from April 12, 2026 through April 16, 2026. Expenses to include registration, transportation, lodging, and per diems for approximate total of \$3167. Grant funded (Community Services)

8.B. [26-0834](#)

Weatherization Assessor to attend the National Home Performance Conference and Trade Show in Columbus, Ohio from April 12, 2026 through April 16, 2026. Expenses to include registration, transportation, lodging, and per diems for approximate total of \$3162. Grant funded (Community Services)

**9. CONSENT ITEMS**9.A. [26-0835](#)

Healthy Air Heating & Air Inc. Contract 6727-0001-SERV - This Purchase Order is decreasing in the amount of \$123,359.11 and closing due to Purchase Order has expired. (Community Services)

9.B. [26-0836](#)

Healthy Air Heating & Air Inc. Contract 7423-0001-SERV - This Purchase Order is decreasing in the amount of \$70,308.81 and closing due to Purchase Order has expired. (Community Services)

9.C. [26-0837](#)

Nortek Environmental, Inc. Contract 6786-0001-SERV - This Purchase Order is decreasing in the amount of \$198,384.89 and closing due to Purchase Order has expired. (Community Services)

9.D. [26-0838](#)

Nortek Environmental, Inc. Contract 7424-0001-SERV - This Purchase Order is decreasing in the amount of \$175,942.81 and closing due to Purchase Order has expired. (Community Services)

- 9.E. [26-0839](#)  
Rush Heating and Cooling, Inc. Contract 7457-0001-SERV - This Purchase Order is decreasing in the amount of \$212,359.42 and closing due to Purchase Order has expired. (Community Services)
- 9.F. [26-0840](#)  
Parliament Builders, Inc. Contract 7425-0001-SERV - This Purchase Order is decreasing in the amount of \$201,198.22 and closing due to Purchase Order has expired. (Community Services)
- 9.G. [26-0841](#)  
My Green House HVAC, LLC Contract 7427-0001-SERV - This Purchase Order is decreasing in the amount of \$181,085.49 and closing due to Purchase Order has expired. (Community Services)
- 9.H. [26-0842](#)  
Symbria Rehab, Contract 7351-0001 SERV - This Purchase Order is decreasing in the amount of \$270,726.20 and closing due to Purchase Order has expired. (Care Center)

**10. INFORMATIONAL**

- 10.A. [FM-P-0006-26](#)  
Recommendation for the approval of a contract to Builders Chicago Corporation, for preventive maintenance and repair services for automatic and manual doors with threshold closers, for Facilities Management, for the period April 10, 2026 through April 9, 2028, for a total contract amount not to exceed \$133,966; per renewal of bid #24-032-FM, first and final option to renew. (\$67,966 for Facilities Management, \$1,000 for Animal Services, \$35,000 for Division of Transportation, and \$30,000 for Care Center)

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



## Minutes

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

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**File #:** 26-0832

**Agenda Date:** 3/3/2026

**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

**Tuesday, February 17, 2026**

**9:30 AM**

**Room 3500A**

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

Other Board members present: Member Yeena Yoo

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Renee Zerante (State's Attorney Office), Keith Jorstad (Finance), Henry Kocker (Procurement), Joan Fox, Julie Hamlin, Gina Strafford-Ahmed (Community Services), and Janelle Chadwick (DuPage Care Center).

|                |                                               |
|----------------|-----------------------------------------------|
| <b>PRESENT</b> | Cronin Cahill, Garcia, LaPlante, and Schwarze |
| <b>ABSENT</b>  | DeSart, and Galassi                           |

#### 3. PUBLIC COMMENT

No public comments were offered.

#### 4. CHAIR REMARKS - CHAIR SCHWARZE

Greg Schwarz, Chair of the Human Services Committee, thanked the committee members for their feedback regarding the efforts to respond to food insecurity in DuPage County. Staff and I have been listening to County Board Chair Conroy, public comments, and various stakeholders around the county. and taking notes. Our number one goal is to provide for pantries that support our residents in need, and to transform the food system infrastructure so DuPage pantries receive fresh healthy food in a timely manner, allowing them to distribute products as soon as possible to fulfill the long-term sustainability. At our next Human Services Committee meeting on March 3, we expect to have some proposed initiatives for this committee to consider as we work together to accomplish these goals. Mary Keating will be here and we can have a robust discussion.

#### 5. APPROVAL OF MINUTES

##### 5.A. [26-0723](#)

Human Services Committee - Regular Meeting - Tuesday, February 3, 2026

|                  |                       |
|------------------|-----------------------|
| <b>RESULT:</b>   | APPROVED              |
| <b>MOVER:</b>    | Cynthia Cronin Cahill |
| <b>SECONDER:</b> | Paula Garcia          |

**6. COMMUNITY SERVICES - MARY KEATING****6.A. [HS-CO-0004-26](#)**

Amendment to County Contract 7854-0001 SERV issued to Healthy Air Heating & Air, Inc. for the Low Income Home Energy Assistance Program (LIHEAP) Program for Community Services, to increase the contract by \$150,000. (Community Services)

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

**7. COMMUNITY DEVELOPMENT - MARY KEATING****7.A. [HS-R-0005-26](#)**

Recommendation for approval of a 1st Modification to a HOME Investment Partnerships (HOME) Program Agreement with Taft and Exmoor LP, Project Numbers HM21-05/HM22-02/HM23-02, incorporating newly effective requirements under the Illinois Prevailing Wage Act, and incorporating language regarding immigration restrictions, requirements, eligibility, and verification, as applicable, due to a recent federal register notice issued by HUD.

Member Garcia asked for clarity on what HUD'S new restrictions are on immigration restrictions. Julie Hamlin, Administrator of Community Development, replied that the addition of 'as applicable' covers new requirements by HUD, this information confirmed by Assistant State's Attorney, Renee Zerante.

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

7.B. [HS-R-0006-26](#)

Recommendation for Approval of the Transfer of Ownership and Assumption of all associated HOME Investment Partnerships (HOME) Program Requirements from Illinois Independent Living Center, an Illinois not-for-profit corporation to Little Friends, Inc., an Illinois not-for-profit corporation for Project Number HM16-01 Katharine Manor Apartments.

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

7.C. [HS-R-0007-26](#)

Recommendation for approval of a 1st Modification to a HOME Investment Partnerships (HOME) Program Agreement with Addison Horizon Limited Partnership, Project Numbers HM22-01/HM23-01 – Addison Horizon Senior Living Community – removing reference to one on-site manager’s unit and to ensure ongoing compliance with HOME property standard and inspection requirements.

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

7.D. [HS-R-0008-26](#)

Recommendation for approval of a 1st Modification to a Community Development Block Grant (CDBG) Program Agreement with the Village of Addison, Project Number CD25-02, incorporating newly effective requirements under the Illinois Prevailing Wage Act.

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

7.E. [26-0724](#)

Recommendation for approval of a 2nd Modification - 2nd Time Extension - to a Community Development Block Grant (CDBG) Program Agreement with the City of West Chicago, Project Number CD24-04, extending the agreement time period to April 30, 2026.

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | APPROVED                                      |
| <b>MOVER:</b>    | Paula Garcia                                  |
| <b>SECONDER:</b> | Cynthia Cronin Cahill                         |
| <b>AYES:</b>     | Cronin Cahill, Garcia, LaPlante, and Schwarze |
| <b>ABSENT:</b>   | DeSart, and Galassi                           |

8. **DUPAGE CARE CENTER - JANELLE CHADWICK**8.A. [HS-P-0015-26](#)

Recommendation for the approval of a contract purchase order to Kronos, Inc., for time clocks for the DuPage Care Center, for the period February 25, 2026 through February 24, 2027, for a contract total amount not to exceed \$52,624. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - sole maintenance/upgrade provider.) (DuPage Care Center)

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

8.B. [HS-P-0016-26](#)

Recommendation for the approval of a contract purchase order to Advacare Systems, for rental of medical equipment (beds and mattresses), for the DuPage Care Center, for the period of March 1, 2026 through February 28, 2027, for a contract total amount not to exceed \$67,000; under bid renewal #25-002-DCC, first of three one-year optional renewals.

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

**9. BUDGET TRANSFERS****9.A. [26-0725](#)**

Transfer of funds from account no. 1200-2040-52000 furniture/machinery/equipment small value) to account no. 1200-2040-54110 (equipment and machinery) in the amount of \$4,500 for FY26 to cover the three security duress buttons for the Administration hallway in the DuPage Care Center.

|                  |                       |
|------------------|-----------------------|
| <b>RESULT:</b>   | APPROVED              |
| <b>MOVER:</b>    | Cynthia Cronin Cahill |
| <b>SECONDER:</b> | Paula Garcia          |

**9.B. [26-0726](#)**

Transfer of funds from account no. 1400-5920-50010 (overtime) to account no. 1400-5920-50040 (part-time help) in the amount of \$112 for PY25 to cover the remaining account balance for part-time help. (Community Services Family Center Neutral Site Custody Exchange)

|                  |                       |
|------------------|-----------------------|
| <b>RESULT:</b>   | APPROVED              |
| <b>MOVER:</b>    | Paula Garcia          |
| <b>SECONDER:</b> | Cynthia Cronin Cahill |

**10. CONSENT ITEMS****Motion to Combine Items**

Member Garcia moved and Member Cahill seconded a motion to combine items 10.A. through 10.J. The motion was approved on voice vote, all "ayes".

**10.A. [26-0727](#)**

Professional Medical & Supply, Contract 7352-0001 SERV - This Purchase Order is decreasing in the amount of \$47,763.15 and closing due to Purchase Order has expired.

**10.B. [26-0728](#)**

Arcos Environmental Services, Contract 6788-0001-SERV - This Purchase Order is decreasing in the amount of \$181,946.27 and closing due to Purchase Order has expired. (Community Services)

**10.C. [26-0729](#)**

Chicago United Industries, Ltd, Contract 6687-0001-SERV - This Purchase Order is decreasing in the amount of \$65,786 and closing due to Purchase Order has expired. (Community Services)

- 10.D. [26-0730](#)  
Chicago United Industries, Ltd, Contract 7346-0001-SERV - This Purchase Order is decreasing in the amount of \$64,488 and closing due to Purchase Order has expired. (Community Services)
- 10.E. [26-0731](#)  
Comfort 1st Insulation & Energy Solutions, Inc. Contract 6789-0001-SERV - This Purchase Order is decreasing in the amount of \$208,104.10 and closing due to Purchase Order has expired. (Community Services)
- 10.F. [26-0732](#)  
Comfort 1st Insulation & Energy Solutions, Inc. Contract 7471-0001-SERV - This Purchase Order is decreasing in the amount of \$50,000 and closing due to Purchase Order has expired. (Community Services)
- 10.G. [26-0733](#)  
Healthy Air Heating & Air, Inc. Contract 6791-0001-SERV - This Purchase Order is decreasing in the amount of \$38,150.39 and closing due to Purchase Order has expired. (Community Services)
- 10.H. [26-0734](#)  
Healthy Air Heating & Air Inc. Contract 6792-0001-SERV - This Purchase Order is decreasing in the amount of \$24,037.59 and closing due to Purchase Order has expired. (Community Services)
- 10.I. [26-0735](#)  
Nortek Environmental, Inc. Contract 6790-0001-SERV - This Purchase Order is decreasing in the amount of \$498,658.40 and closing due to Purchase Order has expired. (Community Services)
- 10.J. [26-0736](#)  
Benevate, Inc. Contract 7143-0001-SERV - This Purchase Order is decreasing in the amount of \$30,600 and closing due to Purchase Order has expired. (Community Services)

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | APPROVED THE CONSENT AGENDA                   |
| <b>MOVER:</b>    | Paula Garcia                                  |
| <b>SECONDER:</b> | Cynthia Cronin Cahill                         |
| <b>AYES:</b>     | Cronin Cahill, Garcia, LaPlante, and Schwarze |
| <b>ABSENT:</b>   | DeSart, and Galassi                           |

**11. INFORMATIONAL****11.A. [26-0737](#)**

GPN 008-26 PY26 Homeless System Capacity Expansion Pilot, Illinois Department of Human Services, \$90,920. (Community Services)

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

**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, stated there are no isolation issues from communicable disease at this time.

The Care Center had the architect surveyor from the State come for 2 North, 2 Center, and 2 South for their inspection. They had a very short timeline to submit changes based on his findings. There were some things the Care Center disagreed with but in the consideration of time, they did implement the changes, not only in the current job, but all previous renovations, such as adding two inches to the top of every cabinet in all the residents' rooms. The Care Center did not want to risk the work not being completed and then have to wait 60 days for the inspectors to come back. Eventually it was determined the surveyor was referencing stiffer requirements (critical care?) and the changes were not necessary. Ms. Chadwick looks forward to seeing what the letter says directing them to the clinical inspection.

The DuPage Care Center Legacy Gala sold 140 tickets for the event on February 21, 2026, to be held at the Bloomingdale Golf Club from 5:00 p.m. to 10:00 p.m. Ms. Chadwick did not have a firm commitment from staff to the revenue generated, but said they are on par with matching or exceeding the fall festival events.

1000 balloons were distributed via financial donations to the residents at the Care Center on February 13 in honor of Valentine's Day.

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

No remarks were offered.

**15. OLD BUSINESS**

No old business was discussed.

**16. NEW BUSINESS**

No new business was discussed.

**17. ADJOURNMENT**

With no further business, the meeting was adjourned at 9:43 AM.





## Finance Resolution

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

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**File #:** FI-R-0050-26

**Agenda Date:** 3/3/2026

**Agenda #:** 6.A.

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ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE  
IACAA EMPLOYMENT BARRIER REDUCTION PILOT PROGRAM PY26  
COMPANY 5000 - ACCOUNTING UNIT 1675  
FROM \$40,250 TO \$57,500

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the IACAA Employment Barrier Reduction Pilot Program PY26, Company 5000 - Accounting Unit 1675, pursuant to Resolution FI-R-0161-25 for the period October 14, 2025, through June 30, 2026; and

WHEREAS, the County of DuPage has been notified by the Illinois Association of Community Action Agencies (IACAA) with an amendment to the original agreement that additional grant funds in the amount of \$17,250 (SEVENTEEN THOUSAND TWO HUNDRED FIFTY AND NO/DOLLARS) are available to be used to fund services that are designed to reduce barriers to gaining employment and assisting customers in securing and maintaining employment; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into the amended Agreement with the IACAA, a copy of which is attached to and incorporated as part of this resolution by reference (ATTACHMENT II); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that an amendment to the original Agreement (ATTACHMENT II) between DuPage County and the IACAA 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 \$17,250 (SEVENTEEN THOUSAND TWO HUNDRED FIFTY AND NO/DOLLARS) be made to establish the IACAA Employment Barrier Reduction Pilot Program PY26, Company 5000 - Accounting Unit 1675, for the period October 14, 2025, through June 30, 2026; 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 10<sup>th</sup> day of March, 2026 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE  
IACAA EMPLOYMENT BARRIER REDUCTION PILOT PROGRAM - PY26  
COMPANY 5000 – ACCOUNTING UNIT 1675  
\$17,250

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 17,250

TOTAL ANTICIPATED REVENUE \$ 17,250

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 1,630

51010-0000 - Employer Share I.M.R.F. 157

51030-0000 - Employer Share Social Security 125

51040-0000 - Employee Med & Hosp Insurance 338

TOTAL PERSONNEL \$ 2,250

CONTRACTUAL

53824-0000 - Housing Assistance \$ 15,000

TOTAL CONTRACTUAL \$ 15,000

TOTAL ADDITIONAL APPROPRIATION \$ 17,250

## ATTACHMENT II

### Amendment to 2026 Employment Barrier Reduction Fund Agreement

Effective this **24<sup>th</sup> day of February 2026**, this Agreement amends a certain 2026 Employment Barrier Reduction Fund Agreement signed October 2<sup>nd</sup>, 2025, originally for \$35,000.00 in Direct Client Service Funds plus \$5,250.00 in Administrative/Operational/Program Funds between **Illinois Association of Community Action Agencies** (herein IACAA) and **DuPage County Department of Community Services** (herein DuPage).

IACAA and DuPage hereby agree:

1. The Direct Client Service Funds will be increased by \$15,000.00, resulting in Total Direct Client Funds of \$50,000.00.
2. The Administrative/Operational/Program Funds will be increased by \$2,250.00, resulting in Total Administrative/Operational/Program Funds of \$7,500.00 (based on 15% of total direct client funds expended).

The other terms and conditions of this agreement remain unchanged and in full force and effect.

In WITNESS WHEREOF, IACAA and DuPage have executed this amendment on the dates set opposite their signatures.

IACAA:

Illinois Association of Community Action Agencies

Dated: \_\_\_\_\_

BY: Roger Pavey

ITS: President/CEO

DuPage:

DuPage County Department of Community Services

Agency

Dated: \_\_\_\_\_

BY: Mary Keating

ITS: Executive Director



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

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

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**File #:** HS-P-0017-26

**Agenda Date:** 3/3/2026

**Agenda #:** 7.A.

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AWARDING RESOLUTION ISSUED TO  
NOVASTAFF HEALTHCARE SERVICES, INCORPORATED  
TO PROVIDE SUPPLEMENTAL NURSING STAFFING SERVICES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$600,000.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Novastaff Healthcare Services, Inc., to provide supplemental nursing staffing services, for the period of April 13, 2026 through April 12, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide supplemental nursing staffing services, for the period of April 13, 2026 through April 12, 2027 for the DuPage Care Center per RFP renewal #24-002-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Novastaff Healthcare Services, Inc., Post Office Box 249, Coal City, Illinois 60416, for a contract total amount of \$600,000.00.

Enacted and approved this 10th day of March, 2026 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

| General Tracking                               |                                             | Contract Terms                                              |                                                          |
|------------------------------------------------|---------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------|
| FILE ID#:<br>26-0767                           | RFP, BID, QUOTE OR RENEWAL #:<br>24-002-DCC | INITIAL TERM WITH RENEWALS:<br>1 YR + 3 X 1 YR TERM PERIODS | INITIAL TERM TOTAL COST:<br>\$500,000.00                 |
| COMMITTEE:<br>HUMAN SERVICES                   | TARGET COMMITTEE DATE:<br>03/03/2026        | PROMPT FOR RENEWAL:<br>3 MONTHS                             | CONTRACT TOTAL COST WITH ALL RENEWALS:<br>\$2,350,000.00 |
|                                                | CURRENT TERM TOTAL COST:<br>\$600,000.00    | MAX LENGTH WITH ALL RENEWALS:<br>FOUR YEARS                 | CURRENT TERM PERIOD:<br>SECOND RENEWAL                   |
| Vendor Information                             |                                             | Department Information                                      |                                                          |
| VENDOR:<br>Novastaff Healthcare Services       | VENDOR #:<br>37419                          | DEPT:<br>DuPage Care Center                                 | DEPT CONTACT NAME:<br>Annabel.Leonida@dupagecounty.gov   |
| VENDOR CONTACT:<br>David Sim                   | VENDOR CONTACT PHONE:<br>630-472-1122       | DEPT CONTACT PHONE #:<br>630-784-4250                       | DEPT CONTACT EMAIL:<br>Annabel.Leonida@dupagecounty.gov  |
| VENDOR CONTACT EMAIL:<br>manager@novastaff.com | VENDOR WEBSITE:                             | DEPT REQ #:<br>7565                                         |                                                          |

#### 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.). Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027, for a total contract amount not to exceed \$600,000.00, under RFP renewal #24-002-DCC, second of three one-year optional renewal.

**JUSTIFICATION** Summarize why this procurement is necessary and what objectives will be accomplished  
RN's, LPN's and CNA's are vital front line positions in the operation of the DuPage Care Center. Staffing levels have been established based on resident census and acuity, workload, and regulatory guidelines. Staffing is utilized to maintain staffing levels in light of attrition (i.e. vacancies), scheduled time off, unscheduled time off (i.e. call-ins), and medical leaves. In order to ensure that DPCC is able to meet the prescribed staffing plan regardless of these issues, secondary staffing contracts will allow for adequate staffing when the existing pool of qualified DPCC staff is not available.

### SECTION 2: DECISION MEMO REQUIREMENTS

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

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

### SECTION 3: DECISION MEMO

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOURCE SELECTION                    | Describe method used to select source.<br>RFP #24-002-DCC<br>93 invitations were sent<br>6 documents were requested<br>24 bid responses received, 7 vendors deemed non-responsive and 1 vendor was rejected. 3 vendors were approved with a contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 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).<br>1) Approve Novastaff Healthcare Services, Inc. for Supplemental Staffing Services for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027.<br>2) Establish contingency plans to address staffing shortages as they occur, such as temporarily suspending new resident admissions to bring resident needs in line with current staffing ability. This would have a negative impact on revenue streams and cash flow. This would also have very little effect for those situations caused by unplanned absences. |

## 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:<br>Novastaff Healthcare Services, Inc. | Vendor#:<br>37419                | Dept:<br>DuPage Care Center                   | Division:<br>Nursing                        |
| Attn:<br>David Sim                             | Email:<br>manager@navoastaff.com | Attn:<br>Connie Pureza                        | Email:<br>connie.pureza@dupagecounty.gov    |
| Address:<br>PO Box 249                         | City:<br>Coal City               | Address:<br>400 N. County Farm Road           | City:<br>Wheaton                            |
| State:<br>IL                                   | Zip:<br>60416                    | State:<br>IL                                  | Zip:<br>60187                               |
| Phone:<br>630-472-1122                         | Fax:                             | Phone:<br>630-784-4254                        | Fax:                                        |
| <i>Send Payments To:</i>                       |                                  | <i>Ship to:</i>                               |                                             |
| Vendor:<br>Novastaff Healthcare Services, Inc. | Vendor#:<br>37419                | Dept:<br>DuPage Care Center                   | Division:<br>Nursing                        |
| Attn:<br>David Sim                             | Email:<br>manager@navoastaff.com | Attn:<br>Annabel Leonida                      | Email:<br>annabel.leonida@dupagecounty.gov  |
| Address:<br>PO Box 249                         | City:<br>Coal City               | Address:<br>400 N. County Farm Road           | City:<br>Wheaton                            |
| State:<br>IL                                   | Zip:<br>60416                    | State:<br>IL                                  | Zip:<br>60187                               |
| Phone:<br>630-472-1122                         | Fax:                             | Phone:<br>630-784-4250                        | Fax:                                        |
| Shipping                                       |                                  | Contract Dates                                |                                             |
| Payment Terms:<br>PER 50 ILCS 505/1            | FOB:<br>Destination              | Contract Start Date (PO25):<br>April 13, 2026 | Contract End Date (PO25):<br>April 12, 2027 |

| Purchase Requisition Line Details                                |     |     |                            |                               |      |         |      |           |                             |                   |               |
|------------------------------------------------------------------|-----|-----|----------------------------|-------------------------------|------|---------|------|-----------|-----------------------------|-------------------|---------------|
| LN                                                               | Qty | UOM | Item Detail<br>(Product #) | Description                   | FY   | Company | AU   | Acct Code | Sub-Accts/<br>Activity Code | Unit Price        | Extension     |
| 1                                                                | 1   | EA  |                            | Supplemental Nursing Staffing | FY26 | 1200    | 2050 | 53090     |                             | 360,000.00        | 360,000.00    |
| 2                                                                | 1   | EA  |                            | Supplemental Nursing Staffing | FY27 | 1200    | 2050 | 53090     |                             | 240,000.00        | 240,000.00    |
| <b><i>FY is required, ensure the correct FY is selected.</i></b> |     |     |                            |                               |      |         |      |           |                             | Requisition Total | \$ 600,000.00 |

| Comments             |                                                                                                                                                                                                                                                                                                   |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HEADER COMMENTS      | Provide comments for P020 and P025.<br>Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027, for a total contract amount not to exceed \$600,000.00, under RFP renewal #24-002-DCC, second of three one-year optional renewal. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.<br>Human Services Committee 03/03/26      County Board 03/10/26                                                                                                                                   |
| INTERNAL NOTES       | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.                                                                                                                                                                                             |
| APPROVALS            | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.                                                                                                                                                                                        |





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

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Novastaff Healthcare Services, Inc. located at 385 S. Broadway Street, Coal City, IL 60416, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-002-DCC which became effective on 4/13/2024 and which will expire 4/12/2026. The contract is subject to the 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 4/12/2027.

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

#### THE COUNTY OF DUPAGE

#### CONTRACTOR

Signature on File

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Sara Rogers

David Sim

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

Buyer I

Compliance Manager

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
DATE

2/5/2026  
\_\_\_\_\_  
DATE



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
SUPPLEMENTAL STAFFING NURSING 24-002-DCC  
BID TABULATION

√

| Criteria              | Available Points | ATC Healthcare Services | Brightstar Care of DuPage County | BT Healthcare | Compunnel Software Group Inc. |
|-----------------------|------------------|-------------------------|----------------------------------|---------------|-------------------------------|
| Firm Qualifications   | 30               | 25.50                   | 27.50                            | 22.75         | 20.50                         |
| Key Qualifications    | 10               | 8.00                    | 9.00                             | 8.00          | 7.75                          |
| Project Understanding | 40               | 36.75                   | 38.25                            | 36.25         | 36.00                         |
| Price                 | 20               | 17.04                   | 14.47                            | 10.54         | 15.32                         |
| Total                 | 100              | 87.29                   | 89.22                            | 77.54         | 79.57                         |

|                                           |           |           |           |           |
|-------------------------------------------|-----------|-----------|-----------|-----------|
| Fee and Rate Proposal (Design Only)       | \$ 334.60 | \$ 394.00 | \$ 540.91 | \$ 372.00 |
| Percentage of points                      | 85%       | 72%       | 53%       | 77%       |
| Points awarded (wtd against lowest price) | 17.04     | 14.47     | 10.54     | 15.32     |

| Criteria              | Available Points | CVC   | Health Advocates Network | Infojini | Healthcare Staffing Professionals |
|-----------------------|------------------|-------|--------------------------|----------|-----------------------------------|
| Firm Qualifications   | 30               | 22.75 | 23.00                    | 23.75    | 20.00                             |
| Key Qualifications    | 10               | 8.00  | 7.75                     | 8.50     | 7.50                              |
| Project Understanding | 40               | 35.75 | 36.50                    | 36.50    | 35.25                             |
| Price                 | 20               | 14.73 | 18.26                    | 11.90    | 18.26                             |
| Total                 | 100              | 81.23 | 85.51                    | 80.65    | 81.01                             |

|                                           |    |        |    |        |    |        |    |        |
|-------------------------------------------|----|--------|----|--------|----|--------|----|--------|
| Fee and Rate Proposal (Design Only)       | \$ | 387.00 | \$ | 312.16 | \$ | 479.08 | \$ | 312.16 |
| Percentage of points                      |    | 74%    |    | 91%    |    | 59%    |    | 91%    |
| Points awarded (wtd against lowest price) |    | 14.73  |    | 18.26  |    | 11.90  |    | 18.26  |

| Criteria              | Available Points | Novastaff<br>Healthcare<br>Services | Prolink | RCM Healthcare<br>Services | Sunshine<br>Enterprise USA<br>LLC |
|-----------------------|------------------|-------------------------------------|---------|----------------------------|-----------------------------------|
| Firm Qualifications   | 30               | 29.50                               | 24.00   | 22.75                      | 20.00                             |
| Key Qualifications    | 10               | 9.50                                | 8.25    | 8.75                       | 7.50                              |
| Project Understanding | 40               | 39.25                               | 36.00   | 37.75                      | 35.75                             |
| Price                 | 20               | 17.54                               | 15.35   | 20.00                      | 16.50                             |
| Total                 | 100              | 95.79                               | 83.60   | 89.25                      | 79.75                             |

|                                              |    |        |    |        |    |        |    |        |
|----------------------------------------------|----|--------|----|--------|----|--------|----|--------|
| Fee and Rate Proposal (Design Only)          | \$ | 325.00 | \$ | 371.27 | \$ | 285.00 | \$ | 345.40 |
| Percentage of points                         |    | 88%    |    | 77%    |    | 100%   |    | 83%    |
| Points awarded<br>(wtd against lowest price) |    | 17.54  |    | 15.35  |    | 20.00  |    | 16.50  |

| Criteria              | Available Points | Syra Health Corp. | Tryfacta Inc. | Worldwide Travel Staffing | 22nd Century Technologies Inc. |
|-----------------------|------------------|-------------------|---------------|---------------------------|--------------------------------|
| Firm Qualifications   | 30               | 22.50             | 20.88         | 23.50                     | 25.00                          |
| Key Qualifications    | 10               | 7.00              | 8.75          | 7.75                      | 8.50                           |
| Project Understanding | 40               | 35.50             | 37.25         | 37.25                     | 37.00                          |
| Price                 | 20               | 16.70             | 15.66         | 15.32                     | 16.81                          |
| <b>Total</b>          | <b>100</b>       | <b>81.70</b>      | <b>82.54</b>  | <b>83.82</b>              | <b>87.31</b>                   |

|                                           |    |        |    |        |    |        |    |        |
|-------------------------------------------|----|--------|----|--------|----|--------|----|--------|
| Fee and Rate Proposal (Design Only)       | \$ | 341.26 | \$ | 363.98 | \$ | 372.00 | \$ | 339.00 |
| Percentage of points                      |    | 84%    |    | 78%    |    | 77%    |    | 84%    |
| Points awarded (wtd against lowest price) |    | 16.70  |    | 15.66  |    | 15.32  |    | 16.81  |

**NOTES**

- 1) AMN Healthcare Inc. has been deemed non-responsive not including required documents.
- 2) BuzzClan, LLC has been deemed non-responsive not including required documents.
- 3) Delta-T Group has been deemed non-responsive not including required documents.
- 4) Globe Link, LLC has been deemed non-responsive not including required documents.
- 5) Maxim Healthcare response has been rejected.
- 6) Rapid Temps LLC has been deemed non-responsive not including required documents.
- 7) United Vision Healthcare Services LLC has been deemed non-responsive not including required documents.
- 8) Wise Medical Staffing has been deemed non-responsive not including required documents.

|                                     |        |
|-------------------------------------|--------|
| RFP Posted on 2/17/2024             | VC, BR |
| Bid Opened On 2/27/2024, 2:30 PM by |        |
| Invitations Sent                    | 93     |
| Total Requesting Documents          | 6      |
| Total Bid Responses Received        | 24     |

## SECTION 8 – PRICE PROPOSAL

The contractor shall use the format below, indicating rates by position / shift for Year 1, Year 2 and Year 3 of the contract and other pricing consideration, including but not limited to:

- Overtime
- Cancellation Fee

### Year 1

#### Hourly Rates by Position and Shift

|     | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|-----|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| RN  | \$70.00        | \$70.00         | \$70.00         | \$70.00          | \$70.00           | \$70.00           | \$105.00         | \$105.00          | \$105.00          |
| LPN | \$62.00        | \$62.00         | \$62.00         | \$62.00          | \$62.00           | \$62.00           | \$93.00          | \$93.00           | \$93.00           |
| CNA | \$38.00        | \$38.00         | \$38.00         | \$38.00          | \$38.00           | \$38.00           | \$57.00          | \$57.00           | \$57.00           |

#### Crisis Rate- Hourly Rates by Position and Shift

|     | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|-----|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| RN  | \$87.50        | \$87.50         | \$87.50         | \$87.50          | \$87.50           | \$87.50           | \$125.00         | \$125.00          | \$125.00          |
| LPN | \$77.50        | \$77.50         | \$77.50         | \$77.50          | \$77.50           | \$77.50           | \$115.00         | \$115.00          | \$115.00          |
| CNA | \$47.50        | \$47.50         | \$47.50         | \$47.50          | \$47.50           | \$47.50           | \$69.00          | \$69.00           | \$69.00           |

### Year 2

#### Hourly Rates by Position and Shift

|     | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|-----|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| RN  | \$70.00        | \$70.00         | \$70.00         | \$70.00          | \$70.00           | \$70.00           | \$105.00         | \$105.00          | \$105.00          |
| LPN | \$62.00        | \$62.00         | \$62.00         | \$62.00          | \$62.00           | \$62.00           | \$93.00          | \$93.00           | \$93.00           |
| CNA | \$38.00        | \$38.00         | \$38.00         | \$38.00          | \$38.00           | \$38.00           | \$57.00          | \$57.00           | \$57.00           |

#### Crisis Rate- Hourly Rates by Position and Shift

|     | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|-----|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| RN  | \$87.50        | \$87.50         | \$87.50         | \$87.50          | \$87.50           | \$87.50           | \$125.00         | \$125.00          | \$125.00          |
| LPN | \$77.50        | \$77.50         | \$77.50         | \$77.50          | \$77.50           | \$77.50           | \$115.00         | \$115.00          | \$115.00          |
| CNA | \$47.50        | \$47.50         | \$47.50         | \$47.50          | \$47.50           | \$47.50           | \$69.00          | \$69.00           | \$69.00           |

**Year 3****Hourly Rates by Position and Shift**

|            | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>  | \$70.00        | \$70.00         | \$70.00         | \$70.00          | \$70.00           | \$70.00           | \$105.00         | \$105.00          | \$105.00          |
| <b>LPN</b> | \$64.00        | \$64.00         | \$64.00         | \$64.00          | \$64.00           | \$64.00           | \$96.00          | \$96.00           | \$96.00           |
| <b>CNA</b> | \$39.00        | \$39.00         | \$39.00         | \$39.00          | \$39.00           | \$39.00           | \$58.50          | \$58.50           | \$58.50           |

**Crisis Rate- Hourly Rates by Position and Shift**

|            | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>  | \$87.50        | \$87.50         | \$87.50         | \$87.50          | \$87.50           | \$87.50           | \$125.00         | \$125.00          | \$125.00          |
| <b>LPN</b> | \$77.50        | \$77.50         | \$77.50         | \$77.50          | \$77.50           | \$77.50           | \$115.00         | \$115.00          | \$115.00          |
| <b>CNA</b> | \$48.75        | \$48.75         | \$48.75         | \$48.75          | \$48.75           | \$48.75           | \$69.00          | \$69.00           | \$69.00           |

List holidays included in Holiday Rate(s) above:

| <b>Holiday</b>                              |
|---------------------------------------------|
| 1. Fourth of July                           |
| 2. Easter                                   |
| 3. Mother's Day                             |
| 4. Memorial Day                             |
| 5. Labor Day                                |
| 6. Thanksgiving Day                         |
| 7. Christmas Eve (Beginning with PM Shift)  |
| 8. Christmas Day                            |
| 9. New Year's Eve (Beginning with PM Shift) |
| 10. New Year's Day                          |

**Non-Mandatory Services**

Check the appropriate boxes below to indicate if the service is included in the fee, available at an additional charge or not available.

| <b>Services</b>                                 | <b>Included in Fee</b> | <b>Additional Charge</b> |
|-------------------------------------------------|------------------------|--------------------------|
| Please list non-mandatory services you provide: |                        |                          |
|                                                 |                        |                          |
|                                                 |                        |                          |
|                                                 |                        |                          |
|                                                 |                        |                          |
|                                                 |                        |                          |

## SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

|                         |                                     |
|-------------------------|-------------------------------------|
| Full Name of Offeror    | Novastaff Healthcare Services, Inc. |
| Main Business Address   | PO Box 249                          |
|                         |                                     |
| City, State, Zip Code   | Coal City, IL, 60416                |
| Telephone Number        | 630-472-1122                        |
| Fax Number              | 630-472-1148                        |
| Proposal Contact Person | David Sim                           |
| Email Address           | manager@novastaff.com               |

The undersigned certifies that he is:

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

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

Joanne M. Phillips, President

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1,           , and            issued thereto;

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

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

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

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

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



Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

**PROPOSAL AWARD CRITERIA**

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

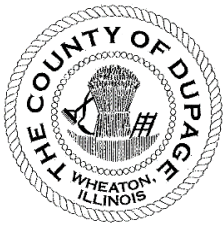
The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

**Signature on File**  
X' \_\_\_\_\_ President  
(Signature and Title)  
CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

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

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



## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

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

Please complete the contact information below.

|                 |                                    |
|-----------------|------------------------------------|
| BID NUMBER:     | 24-002-DCC                         |
| COMPANY NAME:   | Novastaff Healthcare Services, Inc |
| CONTACT PERSON: | David Sim                          |
| CONTACT EMAIL:  | manager@novastaff.com              |

### **Section II: Procurement Ordinance Requirements**

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

| NAME | PHONE | EMAIL |
|------|-------|-------|
|      |       |       |
|      |       |       |
|      |       |       |

### **Section III: Violations**

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

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

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

[Ethics | DuPage Co, IL](#)

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

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

### **Section IV: Certification**

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

Signature on File

Printed Name: David Sim Signature:

Title: Compliance Manager Date: 2/5/2026



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

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

---

**File #:** HS-P-0018-26

**Agenda Date:** 3/3/2026

**Agenda #:** 7.B.

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AWARDING RESOLUTION ISSUED TO  
RCM TECHNOLOGIES, INCORPORATED  
TO PROVIDE SUPPLEMENTAL NURSING STAFFING SERVICES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$115,000.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to RCM Technologies, Inc., to provide supplemental nursing staffing services, for the period of April 13, 2026 through April 12, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide supplemental nursing staffing services, for the period of April 13, 2026 through April 12, 2027 for the DuPage Care Center per RFP renewal #24-002-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to RCM Technologies, Inc., 33 North Dearborn Street, Suite 1535, Chicago, Illinois 60602, for a contract total amount of \$115,000.00.

Enacted and approved this 10th day of March, 2026 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#:<br>26-0772                                 | RFP, BID, QUOTE OR RENEWAL #:<br>24-002-DCC | INITIAL TERM WITH RENEWALS:<br>1 YR + 3 X 1 YR TERM PERIODS | INITIAL TERM TOTAL COST:<br>\$200,000.00                |
| COMMITTEE:<br>HUMAN SERVICES                         | TARGET COMMITTEE DATE:<br>03/03/2026        | PROMPT FOR RENEWAL:<br>3 MONTHS                             | CONTRACT TOTAL COST WITH ALL RENEWALS:<br>\$530,000.00  |
|                                                      | CURRENT TERM TOTAL COST:<br>\$115,000.00    | MAX LENGTH WITH ALL RENEWALS:<br>FOUR YEARS                 | CURRENT TERM PERIOD:<br>SECOND RENEWAL                  |
| Vendor Information                                   |                                             | Department Information                                      |                                                         |
| VENDOR:<br>RCM Technologies, Inc.                    | VENDOR #:<br>43749                          | DEPT:<br>DuPage Care Center                                 | DEPT CONTACT NAME:<br>Annabel Leonida                   |
| VENDOR CONTACT:<br>Nicollette Cusmano                | VENDOR CONTACT PHONE:<br>312-269-5444       | DEPT CONTACT PHONE #:<br>630-784-4250                       | DEPT CONTACT EMAIL:<br>annabel.leonida@dupagecounty.gov |
| VENDOR CONTACT EMAIL:<br>nicollette.cusmano@rcmt.com | VENDOR WEBSITE:                             | DEPT REQ #:<br>7569                                         |                                                         |

#### 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.). Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027, for a total contract amount not to exceed \$115,000.00, under RFP renewal #24-002-DCC, second of three one-year optional renewal.

**JUSTIFICATION** Summarize why this procurement is necessary and what objectives will be accomplished  
RN's, LPN's and CNA's are vital front line positions in the operation of the DuPage Care Center. Staffing levels have been established based on resident census and acuity, workload, and regulatory guidelines. Staffing is utilized to maintain staffing levels in light of attrition (i.e. vacancies), scheduled time off, unscheduled time off (i.e. call-ins), and medical leaves. In order to ensure that DPCC is able to meet the prescribed staffing plan regardless of these issues, secondary staffing contracts will allow for adequate staffing when the existing pool of qualified DPCC staff is not available.

### SECTION 2: DECISION MEMO REQUIREMENTS

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

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

### SECTION 3: DECISION MEMO

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOURCE SELECTION                    | Describe method used to select source.<br>RFP #24-002-DCC<br>93 invitations were sent<br>6 documents were requested<br>24 bid responses received, 7 vendors deemed non-responsive and 1 vendor was rejected. 3 vendors were approved with a contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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).<br>1) Approve RCM Health Care Services, Inc. for Supplemental Staffing Services for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027.<br>2) Establish contingency plans to address staffing shortages as they occur, such as temporarily suspending new resident admissions to bring resident needs in line with current staffing ability. This would have a negative impact on revenue streams and cash flow. This would also have very little effect for those situations caused by unplanned absences. |

## 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:<br>RCM Technologies, Inc.                | Vendor#:<br>43749                     | Dept:<br>DuPage Care Center                   | Division:<br>Nursing Department             |
| Attn:<br>Nicollette Cusmano                      | Email:<br>nicollette.cusmano@rcmt.com | Attn:<br>connie pureza                        | Email:<br>connie.pureza@dupagecounty.gov    |
| Address:<br>33 North Dearborn Street, Suite 1535 | City:<br>Chicago                      | Address:<br>400 N. County Farm Road           | City:<br>Wheaton                            |
| State:<br>IL                                     | Zip:<br>60602                         | State:<br>IL                                  | Zip:<br>60187                               |
| Phone:<br>312-269-5444                           | Fax:<br>312-346-3726                  | Phone:<br>630-784-4254                        | Fax:                                        |
| <i>Send Payments To:</i>                         |                                       | <i>Ship to:</i>                               |                                             |
| Vendor:<br>RCM Technologies, Inc.                | Vendor#:<br>43749                     | Dept:<br>DuPage Care Center                   | Division:                                   |
| Attn:<br>Nicollette Cusmano                      | Email:<br>nicollette.cusmano@rcmt.com | Attn:<br>Annabel Leonida                      | Email:<br>annabel.leonida@dupagecounty.gov  |
| Address:<br>33 North Dearborn Street, Suite 1535 | City:<br>Chicago                      | Address:<br>400 N. County Farm Road           | City:<br>Wheaton                            |
| State:<br>IL                                     | Zip:<br>60602                         | State:<br>IL                                  | Zip:<br>60187                               |
| Phone:<br>312-269-5444                           | Fax:<br>312-346-3726                  | Phone:<br>630-784-4250                        | Fax:                                        |
| <b>Shipping</b>                                  |                                       | <b>Contract Dates</b>                         |                                             |
| Payment Terms:<br>PER 50 ILCS 505/1              | FOB:<br>Destination                   | Contract Start Date (PO25):<br>April 13, 2026 | Contract End Date (PO25):<br>April 12, 2027 |

| Purchase Requisition Line Details                                |     |     |                            |                               |      |         |      |           |                             |                   |               |
|------------------------------------------------------------------|-----|-----|----------------------------|-------------------------------|------|---------|------|-----------|-----------------------------|-------------------|---------------|
| LN                                                               | Qty | UOM | Item Detail<br>(Product #) | Description                   | FY   | Company | AU   | Acct Code | Sub-Accts/<br>Activity Code | Unit Price        | Extension     |
| 1                                                                | 1   | EA  |                            | Supplemental Nursing Staffing | FY26 | 1200    | 2050 | 53090     |                             | 75,000.00         | 75,000.00     |
| 2                                                                | 1   | EA  |                            | Supplemental Nursing Staffing | FY27 | 1200    | 2050 | 53090     |                             | 40,000.00         | 40,000.00     |
| <b><i>FY is required, ensure the correct FY is selected.</i></b> |     |     |                            |                               |      |         |      |           |                             | Requisition Total | \$ 115,000.00 |

| Comments             |                                                                                                                                                                                                                                                                                                   |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HEADER COMMENTS      | Provide comments for P020 and P025.<br>Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027, for a total contract amount not to exceed \$115,000.00, under RFP renewal #24-002-DCC, second of three one-year optional renewal. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.<br>March 3, 2026 Human Services 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 County of DuPage  
Finance Department  
Procurement Division, Room 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and RCM Technologies (USA), Inc. dba RCA Health Care Services located at 33 North Dearborn Street, Suite 1535, Chicago, IL 60602, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-002-DCC which became effective on 4/13/2024 and which will expire 4/12/2026. The contract is subject to the 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 4/12/2027.

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

#### THE COUNTY OF DUPAGE

#### CONTRACTOR

SIGNATURE

Sara Rogers

PRINTED NAME

Buyer II

PRINTED TITLE

DATE

DocuSigned by:

*SIGNATURE ON FILE*

SIGNATURE

Michael Saks

PRINTED NAME

President

PRINTED TITLE

2/13/2026

DATE





THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
SUPPLEMENTAL STAFFING NURSING 24-002-DCC  
BID TABULATION

√

| Criteria              | Available Points | ATC Healthcare Services | Brightstar Care of DuPage County | BT Healthcare | Compunnel Software Group Inc. |
|-----------------------|------------------|-------------------------|----------------------------------|---------------|-------------------------------|
| Firm Qualifications   | 30               | 25.50                   | 27.50                            | 22.75         | 20.50                         |
| Key Qualifications    | 10               | 8.00                    | 9.00                             | 8.00          | 7.75                          |
| Project Understanding | 40               | 36.75                   | 38.25                            | 36.25         | 36.00                         |
| Price                 | 20               | 17.04                   | 14.47                            | 10.54         | 15.32                         |
| Total                 | 100              | 87.29                   | 89.22                            | 77.54         | 79.57                         |

|                                           |           |           |           |           |
|-------------------------------------------|-----------|-----------|-----------|-----------|
| Fee and Rate Proposal (Design Only)       | \$ 334.60 | \$ 394.00 | \$ 540.91 | \$ 372.00 |
| Percentage of points                      | 85%       | 72%       | 53%       | 77%       |
| Points awarded (wtd against lowest price) | 17.04     | 14.47     | 10.54     | 15.32     |

| Criteria              | Available Points | CVC   | Health Advocates Network | Infojini | Healthcare Staffing Professionals |
|-----------------------|------------------|-------|--------------------------|----------|-----------------------------------|
| Firm Qualifications   | 30               | 22.75 | 23.00                    | 23.75    | 20.00                             |
| Key Qualifications    | 10               | 8.00  | 7.75                     | 8.50     | 7.50                              |
| Project Understanding | 40               | 35.75 | 36.50                    | 36.50    | 35.25                             |
| Price                 | 20               | 14.73 | 18.26                    | 11.90    | 18.26                             |
| Total                 | 100              | 81.23 | 85.51                    | 80.65    | 81.01                             |

|                                           |    |        |    |        |    |        |    |        |
|-------------------------------------------|----|--------|----|--------|----|--------|----|--------|
| Fee and Rate Proposal (Design Only)       | \$ | 387.00 | \$ | 312.16 | \$ | 479.08 | \$ | 312.16 |
| Percentage of points                      |    | 74%    |    | 91%    |    | 59%    |    | 91%    |
| Points awarded (wtd against lowest price) |    | 14.73  |    | 18.26  |    | 11.90  |    | 18.26  |

| Criteria              | Available Points | Novastaff<br>Healthcare<br>Services | Prolink | RCM Healthcare<br>Services | Sunshine<br>Enterprise USA<br>LLC |
|-----------------------|------------------|-------------------------------------|---------|----------------------------|-----------------------------------|
| Firm Qualifications   | 30               | 29.50                               | 24.00   | 22.75                      | 20.00                             |
| Key Qualifications    | 10               | 9.50                                | 8.25    | 8.75                       | 7.50                              |
| Project Understanding | 40               | 39.25                               | 36.00   | 37.75                      | 35.75                             |
| Price                 | 20               | 17.54                               | 15.35   | 20.00                      | 16.50                             |
| Total                 | 100              | 95.79                               | 83.60   | 89.25                      | 79.75                             |

|                                              |    |        |    |        |    |        |    |        |
|----------------------------------------------|----|--------|----|--------|----|--------|----|--------|
| Fee and Rate Proposal (Design Only)          | \$ | 325.00 | \$ | 371.27 | \$ | 285.00 | \$ | 345.40 |
| Percentage of points                         |    | 88%    |    | 77%    |    | 100%   |    | 83%    |
| Points awarded<br>(wtd against lowest price) |    | 17.54  |    | 15.35  |    | 20.00  |    | 16.50  |

| Criteria              | Available Points | Syra Health Corp. | Tryfacta Inc. | Worldwide Travel Staffing | 22nd Century Technologies Inc. |
|-----------------------|------------------|-------------------|---------------|---------------------------|--------------------------------|
| Firm Qualifications   | 30               | 22.50             | 20.88         | 23.50                     | 25.00                          |
| Key Qualifications    | 10               | 7.00              | 8.75          | 7.75                      | 8.50                           |
| Project Understanding | 40               | 35.50             | 37.25         | 37.25                     | 37.00                          |
| Price                 | 20               | 16.70             | 15.66         | 15.32                     | 16.81                          |
| <b>Total</b>          | <b>100</b>       | <b>81.70</b>      | <b>82.54</b>  | <b>83.82</b>              | <b>87.31</b>                   |

|                                           |    |        |    |        |    |        |    |        |
|-------------------------------------------|----|--------|----|--------|----|--------|----|--------|
| Fee and Rate Proposal (Design Only)       | \$ | 341.26 | \$ | 363.98 | \$ | 372.00 | \$ | 339.00 |
| Percentage of points                      |    | 84%    |    | 78%    |    | 77%    |    | 84%    |
| Points awarded (wtd against lowest price) |    | 16.70  |    | 15.66  |    | 15.32  |    | 16.81  |

**NOTES**

- 1) AMN Healthcare Inc. has been deemed non-responsive not including required documents.
- 2) BuzzClan, LLC has been deemed non-responsive not including required documents.
- 3) Delta-T Group has been deemed non-responsive not including required documents.
- 4) Globe Link, LLC has been deemed non-responsive not including required documents.
- 5) Maxim Healthcare response has been rejected.
- 6) Rapid Temps LLC has been deemed non-responsive not including required documents.
- 7) United Vision Healthcare Services LLC has been deemed non-responsive not including required documents.
- 8) Wise Medical Staffing has been deemed non-responsive not including required documents.

|                                     |        |
|-------------------------------------|--------|
| RFP Posted on 2/17/2024             | VC, BR |
| Bid Opened On 2/27/2024, 2:30 PM by |        |
| Invitations Sent                    | 93     |
| Total Requesting Documents          | 6      |
| Total Bid Responses Received        | 24     |



**SECTION 9 - PROPOSAL FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

|                         |                                                            |
|-------------------------|------------------------------------------------------------|
| Full Name of Offeror    | RCM Technologies (USA), Inc., dba RCM Health Care Services |
| Main Business Address   | 33 North Dearborn Street, Suite 1535                       |
| City, State, Zip Code   | Chicago, IL 60602                                          |
| Telephone Number        | 312-269-5444                                               |
| Fax Number              |                                                            |
| Proposal Contact Person | Nicollette Cusmano                                         |
| Email Address           | nicollette.cusmano@rcmt.com                                |

The undersigned certifies that he is:

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

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

|                                                                    |                                      |
|--------------------------------------------------------------------|--------------------------------------|
| _____<br>President, Health Care Services<br>(President or Partner) | _____<br>(Vice-President or Partner) |
| _____<br>(Secretary or Partner)                                    | _____<br>(Treasurer or Partner)      |

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

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

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

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

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

THE COUNTY OF DUPAGE  
SUPPLEMENTAL STAFFING NURSING SERVICES 24-002-DCC  
Page 23 of 31



Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

**PROPOSAL AWARD CRITERIA**

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

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

Signature on File

X \_\_\_\_\_  
(Signature and Title) Ident, Health Care Services

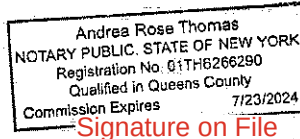
CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this 22nd day of February AD, 2024

Signature on File

My Commission Expires: 7/23/24  
(Notary Public)



Signature on File

## SECTION 8 – PRICE PROPOSAL

The contractor shall use the format below, indicating rates by position / shift for Year 1, Year 2 and Year 3 of the contract and other pricing consideration, including but not limited to:

- Overtime
- Cancellation Fee

### Year 1

#### Hourly Rates by Position and Shift

|            | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>  | \$ 60          | \$ 60           | \$ 60           | \$ 62            | \$ 62             | \$ 62             | \$ 90            | \$ 90             | \$ 90             |
| <b>LPN</b> | \$ 55          | \$ 55           | \$ 55           | \$ 55            | \$ 55             | \$ 55             | \$ 80            | \$ 80             | \$ 80             |
| <b>CNA</b> | \$ 35          | \$ 35           | \$ 35           | \$ 35            | \$ 35             | \$ 35             | \$ 52.50         | \$ 52.50          | \$ 52.50          |

#### Crisis Rate- Hourly Rates by Position and Shift

|            | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>  | \$ 60          | \$ 60           | \$ 60           | \$ 62            | \$ 62             | \$ 62             | \$ 90            | \$ 90             | \$ 90             |
| <b>LPN</b> | \$ 55          | \$ 55           | \$ 55           | \$ 55            | \$ 55             | \$ 55             | \$ 80            | \$ 80             | \$ 80             |
| <b>CNA</b> | \$ 35          | \$ 35           | \$ 35           | \$ 35            | \$ 35             | \$ 35             | \$ 52.50         | \$ 52.50          | \$ 52.50          |

### Year 2

#### Hourly Rates by Position and Shift

|            | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>  | \$ 60          | \$ 60           | \$ 60           | \$ 62            | \$ 62             | \$ 62             | \$ 90            | \$ 90             | \$ 90             |
| <b>LPN</b> | \$ 55          | \$ 55           | \$ 55           | \$ 55            | \$ 55             | \$ 55             | \$ 80            | \$ 80             | \$ 80             |
| <b>CNA</b> | \$ 35          | \$ 35           | \$ 35           | \$ 35            | \$ 35             | \$ 35             | \$ 52.50         | \$ 52.50          | \$ 52.50          |

#### Crisis Rate- Hourly Rates by Position and Shift

|            | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>  | \$ 60          | \$ 60           | \$ 60           | \$ 62            | \$ 62             | \$ 62             | \$ 90            | \$ 90             | \$ 90             |
| <b>LPN</b> | \$ 55          | \$ 55           | \$ 55           | \$ 55            | \$ 55             | \$ 55             | \$ 80            | \$ 80             | \$ 80             |
| <b>CNA</b> | \$ 35          | \$ 35           | \$ 35           | \$ 35            | \$ 35             | \$ 35             | \$ 52.50         | \$ 52.50          | \$ 52.50          |

**Year 3****Hourly Rates by Position and Shift**

|            | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>  | \$ 60          | \$ 60           | \$ 60           | \$ 62            | \$ 62             | \$ 62             | \$ 90            | \$ 90             | \$ 90             |
| <b>LPN</b> | \$ 55          | \$ 55           | \$ 55           | \$ 55            | \$ 55             | \$ 55             | \$ 80            | \$ 80             | \$ 80             |
| <b>CNA</b> | \$ 35          | \$ 35           | \$ 35           | \$ 35            | \$ 35             | \$ 35             | \$ 52.50         | \$ 52.50          | \$ 52.50          |

**Crisis Rate- Hourly Rates by Position and Shift**

|            | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>  | \$ 60          | \$ 60           | \$ 60           | \$ 62            | \$ 62             | \$ 62             | \$ 90            | \$ 90             | \$ 90             |
| <b>LPN</b> | \$ 55          | \$ 55           | \$ 55           | \$ 55            | \$ 55             | \$ 55             | \$ 80            | \$ 80             | \$ 80             |
| <b>CNA</b> | \$ 35          | \$ 35           | \$ 35           | \$ 35            | \$ 35             | \$ 35             | \$ 52.50         | \$ 52.50          | \$ 52.50          |

List holidays included in Holiday Rate(s) above:

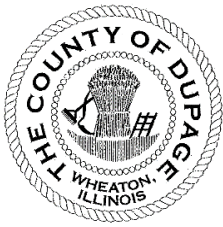
| <b>Holiday</b>                                             |
|------------------------------------------------------------|
| 1. We can comply with all Holidays listed by DuPage County |
| 2.                                                         |
| 3.                                                         |
| 4.                                                         |
| 5.                                                         |
| 6.                                                         |
| 7.                                                         |
| 8.                                                         |
| 9.                                                         |
| 10.                                                        |

**Non-Mandatory Services**

Check the appropriate boxes below to indicate if the service is included in the fee, available at an additional charge or not available.

| <b>Services</b>                                 | <b>Included<br/>in Fee</b> | <b>Additional<br/>Charge</b> |
|-------------------------------------------------|----------------------------|------------------------------|
| Please list non-mandatory services you provide: |                            |                              |
| N/A                                             |                            |                              |
|                                                 |                            |                              |
|                                                 |                            |                              |
|                                                 |                            |                              |
|                                                 |                            |                              |
|                                                 |                            |                              |





## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

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

Please complete the contact information below.

|                 |                                                      |
|-----------------|------------------------------------------------------|
| BID NUMBER:     | 24-002-DCC                                           |
| COMPANY NAME:   | RCM Technologies (USA), dba RCM Health Care Services |
| CONTACT PERSON: | Nicollette Cusmano                                   |
| CONTACT EMAIL:  | Nicollette.Cusmano@rcmt.com                          |

### **Section II: Procurement Ordinance Requirements**

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

Has the Bidder made contributions as described above?

- ☐ Yes  
☒ No

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

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

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

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

☐ Yes

☒ No

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

| NAME | PHONE | EMAIL |
|------|-------|-------|
|      |       |       |
|      |       |       |
|      |       |       |

### **Section III: Violations**

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

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

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

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

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

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

### **Section IV: Certification**

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

Signature on File

Printed Name: Nicollette Cusmano Signature:                     

Title: Manager of Nursing Operations Date: 2/17/26



## 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-0019-26

**Agenda Date:** 3/3/2026

**Agenda #:** 7.C.

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AWARDING RESOLUTION ISSUED TO  
BRIGHTSTAR CARE OF CENTRAL DUPAGE  
TO PROVIDE SUPPLEMENTAL NURSING STAFFING  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$175,000.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Brightstar Care of Central DuPage, to provide supplemental nursing staffing, for the period of April 13, 2026 through April 12, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide supplemental nursing staffing, for the period of April 13, 2026 through April 12, 2027 for the DuPage Care Center per RFP renewal #24-002-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Brightstar Care of Central DuPage, 416 East Roosevelt Road, Wheaton, Illinois 60187, for a contract total amount of \$175,000.00.

Enacted and approved this 10th day of March, 2026 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

| General Tracking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                              | Contract Terms                                              |                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|
| FILE ID#:<br>26-0792                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | RFP, BID, QUOTE OR RENEWAL #:<br>#24-002-DCC | INITIAL TERM WITH RENEWALS:<br>1 YR + 3 X 1 YR TERM PERIODS | INITIAL TERM TOTAL COST:<br>\$290,000.00                |
| COMMITTEE:<br>HUMAN SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | TARGET COMMITTEE DATE:<br>03/03/2026         | PROMPT FOR RENEWAL:<br>3 MONTHS                             | CONTRACT TOTAL COST WITH ALL RENEWALS:<br>\$970,000.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CURRENT TERM TOTAL COST:<br>\$175,000.00     | MAX LENGTH WITH ALL RENEWALS:<br>FOUR YEARS                 | CURRENT TERM PERIOD:<br>SECOND RENEWAL                  |
| Vendor Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                              | Department Information                                      |                                                         |
| VENDOR:<br>Brightstar Care of Central DuPage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | VENDOR #:<br>12992                           | DEPT:<br>DuPage Care Center                                 | DEPT CONTACT NAME:<br>Annabel Leonida                   |
| VENDOR CONTACT:<br>Leonard Sanchez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | VENDOR CONTACT PHONE:<br>630-260-5300        | DEPT CONTACT PHONE #:<br>630-784-4250                       | DEPT CONTACT EMAIL:<br>annabel.leonida@dupagecounty.gov |
| VENDOR CONTACT EMAIL:<br>leonard.sanchez@brightstarcare.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | VENDOR WEBSITE:                              | DEPT REQ #:<br>7568                                         |                                                         |
| 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.). Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027, for a total contract amount not to exceed \$175,000.00, under RFP renewal #24-002-DCC, second of three one-year optional renewal.                                                                                                                                                                                                                                                                                                                    |                                              |                                                             |                                                         |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished<br>RN's, LPN's and CNA's are vital front line positions in the operation of the DuPage Care Center. Staffing levels have been established based on resident census and acuity, workload, and regulatory guidelines. Staffing is utilized to maintain staffing levels in light of attrition (i.e. vacancies), scheduled time off, unscheduled time off (i.e. call-ins), and medical leaves. In order to ensure that DPCC is able to meet the prescribed staffing plan regardless of these issues, secondary staffing contracts will allow for adequate staffing when the existing pool of qualified DPCC staff is not available. |                                              |                                                             |                                                         |

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOURCE SELECTION                    | Describe method used to select source.<br>RFP #24-002-DCC<br>93 invitations were sent<br>6 documents were requested<br>24 bid responses received, 7 vendors deemed non-responsive and 1 vendor was rejected. 3 vendors were approved with a contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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).<br>1) Approve Brightstar Care of Central DuPage for Supplemental Staffing Services for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027.<br>2) Establish contingency plans to address staffing shortages as they occur, such as temporarily suspending new resident admissions to bring resident needs in line with current staffing ability. This would have a negative impact on revenue streams and cash flow. This would also have very little effect for those situations caused by unplanned absences. |

## 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:<br>Brightstar Care of Central DuPage | Vendor#:<br>37419                            | Dept:<br>DuPage Care Center                   | Division:<br>Nursing Department             |
| Attn:<br>Leonard Sanchez                     | Email:<br>leonard.sanchez@brightstarcare.com | Attn:<br>Connie Pureza                        | Email:<br>Connie.pureza@dupagecounty.gov    |
| Address:<br>416 E. Roosevelt Road, Suite 105 | City:<br>Wheaton                             | Address:<br>400 N. County Farm Road           | City:<br>Wheaton                            |
| State:<br>IL                                 | Zip:<br>60187                                | State:<br>IL                                  | Zip:<br>60187                               |
| Phone:<br>630-260-5300                       | Fax:                                         | Phone:<br>630-784-4254                        | Fax:                                        |
| <i>Send Payments To:</i>                     |                                              | <i>Ship to:</i>                               |                                             |
| Vendor:<br>Brightstar Care of Central DuPage | Vendor#:<br>37419                            | Dept:<br>DuPage Care Center                   | Division:                                   |
| Attn:<br>Leonard Sanchez                     | Email:<br>leonard.sanchez@brightstarcare.com | Attn:<br>Annabel Leonida                      | Email:<br>annabel.leonida@dupagecounty.gov  |
| Address:<br>416 E. Roosevelt Road, Suite 105 | City:<br>Wheaton                             | Address:<br>400 N. County Farm Road           | City:<br>Wheaton                            |
| State:<br>IL                                 | Zip:<br>60187                                | State:<br>IL                                  | Zip:<br>60187                               |
| Phone:<br>630-260-5300                       | Fax:                                         | Phone:<br>630-784-4250                        | Fax:                                        |
| Shipping                                     |                                              | Contract Dates                                |                                             |
| Payment Terms:<br>PER 50 ILCS 505/1          | FOB:<br>Destination                          | Contract Start Date (PO25):<br>April 13, 2026 | Contract End Date (PO25):<br>April 12, 2027 |

| Purchase Requisition Line Details                                |     |     |                            |                               |      |         |      |           |                             |                   |               |
|------------------------------------------------------------------|-----|-----|----------------------------|-------------------------------|------|---------|------|-----------|-----------------------------|-------------------|---------------|
| LN                                                               | Qty | UOM | Item Detail<br>(Product #) | Description                   | FY   | Company | AU   | Acct Code | Sub-Accts/<br>Activity Code | Unit Price        | Extension     |
| 1                                                                | 1   | EA  |                            | Supplemental Nursing Staffing | FY26 | 1200    | 2050 | 53090     |                             | 100,000.00        | 100,000.00    |
| 2                                                                | 1   | EA  |                            | Supplemental Nursing Staffing | FY27 | 1200    | 2050 | 53090     |                             | 75,000.00         | 75,000.00     |
| <b><i>FY is required, ensure the correct FY is selected.</i></b> |     |     |                            |                               |      |         |      |           |                             | Requisition Total | \$ 175,000.00 |

| Comments             |                                                                                                                                                                                                                                                                                                   |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HEADER COMMENTS      | Provide comments for P020 and P025.<br>Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2026 through April 12, 2027, for a total contract amount not to exceed \$175,000.00, under RFP renewal #24-002-DCC, second of three one-year optional renewal. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.<br>March 3, 2026 Human Services Committee    March 10, 2026 County Board Meeting                                                                                                                  |
| INTERNAL NOTES       | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.                                                                                                                                                                                             |
| APPROVALS            | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.                                                                                                                                                                                        |



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

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and JDF Services, Inc. dba Brightstar Care of Central DuPage – Wheaton located at 416 E. Roosevelt Road, Suite 105, Wheaton, IL 60187, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-002-DCC which became effective on 4/13/2024 and which will expire 4/12/2026. The contract is subject to the 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 4/12/2027.

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

#### THE COUNTY OF DUPAGE

SIGNATURE

Sara Rogers

PRINTED NAME

Buyer II

PRINTED TITLE

DATE

#### CONTRACTOR

SIGNATURE

LEONARD SANCHEZ

PRINTED NAME

OWNER & COO

PRINTED TITLE

2/23/2026

DATE



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
SUPPLEMENTAL STAFFING NURSING 24-002-DCC  
BID TABULATION

✓

| Criteria              | Available Points | ATC Healthcare Services | Brightstar Care of DuPage County | BT Healthcare | Compunnet Software Group Inc. |
|-----------------------|------------------|-------------------------|----------------------------------|---------------|-------------------------------|
| Firm Qualifications   | 30               | 25.50                   | 27.50                            | 22.75         | 20.50                         |
| Key Qualifications    | 10               | 8.00                    | 9.00                             | 8.00          | 7.75                          |
| Project Understanding | 40               | 36.75                   | 38.25                            | 36.25         | 36.00                         |
| Price                 | 20               | 17.04                   | 14.47                            | 10.54         | 15.32                         |
| Total                 | 100              | 87.29                   | 89.22                            | 77.54         | 79.57                         |

|                                           |           |           |           |           |
|-------------------------------------------|-----------|-----------|-----------|-----------|
| Fee and Rate Proposal (Design Only)       | \$ 334.60 | \$ 394.00 | \$ 540.91 | \$ 372.00 |
| Percentage of points                      | 85%       | 72%       | 53%       | 77%       |
| Points awarded (wtd against lowest price) | 17.04     | 14.47     | 10.54     | 15.32     |



| Criteria              | Available Points | CVC   | Health Advocates Network | Infojini | Healthcare Staffing Professionals |
|-----------------------|------------------|-------|--------------------------|----------|-----------------------------------|
| Firm Qualifications   | 30               | 22.75 | 23.00                    | 23.75    | 20.00                             |
| Key Qualifications    | 10               | 8.00  | 7.75                     | 8.50     | 7.50                              |
| Project Understanding | 40               | 35.75 | 36.50                    | 36.50    | 35.25                             |
| Price                 | 20               | 14.73 | 18.26                    | 11.90    | 18.26                             |
| Total                 | 100              | 81.23 | 85.51                    | 80.65    | 81.01                             |

|                                           |    |        |    |        |    |        |    |        |
|-------------------------------------------|----|--------|----|--------|----|--------|----|--------|
| Fee and Rate Proposal (Design Only)       | \$ | 387.00 | \$ | 312.16 | \$ | 479.08 | \$ | 312.16 |
| Percentage of points                      |    | 74%    |    | 91%    |    | 59%    |    | 91%    |
| Points awarded (wtd against lowest price) |    | 14.73  |    | 18.26  |    | 11.90  |    | 18.26  |

✓ ✓

| Criteria              | Available Points | Novastaff Healthcare Services | Prolink | RCM Healthcare Services | Sunshine Enterprise USA LLC |
|-----------------------|------------------|-------------------------------|---------|-------------------------|-----------------------------|
| Firm Qualifications   | 30               | 29.50                         | 24.00   | 22.75                   | 20.00                       |
| Key Qualifications    | 10               | 9.50                          | 8.25    | 8.75                    | 7.50                        |
| Project Understanding | 40               | 39.25                         | 36.00   | 37.75                   | 35.75                       |
| Price                 | 20               | 17.54                         | 15.35   | 20.00                   | 16.50                       |
| Total                 | 100              | 95.79                         | 83.60   | 89.25                   | 79.75                       |

|                                           |    |        |    |        |    |        |    |        |
|-------------------------------------------|----|--------|----|--------|----|--------|----|--------|
| Fee and Rate Proposal (Design Only)       | \$ | 325.00 | \$ | 371.27 | \$ | 285.00 | \$ | 345.40 |
| Percentage of points                      |    | 88%    |    | 77%    |    | 100%   |    | 83%    |
| Points awarded (wtd against lowest price) |    | 17.54  |    | 15.35  |    | 20.00  |    | 16.50  |

| Criteria              | Available Points | Syra Health Corp. | Tryfacta Inc. | Worldwide Travel Staffing | 22nd Century Technologies Inc. |
|-----------------------|------------------|-------------------|---------------|---------------------------|--------------------------------|
| Firm Qualifications   | 30               | 22.50             | 20.88         | 23.50                     | 25.00                          |
| Key Qualifications    | 10               | 7.00              | 8.75          | 7.75                      | 8.50                           |
| Project Understanding | 40               | 35.50             | 37.25         | 37.25                     | 37.00                          |
| Price                 | 20               | 16.70             | 15.66         | 15.32                     | 16.81                          |
| Total                 | 100              | 81.70             | 82.54         | 83.82                     | 87.31                          |

|                                           |    |        |    |        |    |        |    |        |
|-------------------------------------------|----|--------|----|--------|----|--------|----|--------|
| Fee and Rate Proposal (Design Only)       | \$ | 341.26 | \$ | 363.98 | \$ | 372.00 | \$ | 339.00 |
| Percentage of points                      |    | 84%    |    | 78%    |    | 77%    |    | 84%    |
| Points awarded (wtd against lowest price) |    | 16.70  |    | 15.66  |    | 15.32  |    | 16.81  |

**NOTES**

- 1) AMN Healthcare Inc. has been deemed non-responsive not including required documents.
- 2) BuzzClan, LLC has been deemed non-responsive not including required documents.
- 3) Delta-T Group has been deemed non-responsive not including required documents.
- 4) Globe Link, LLC has been deemed non-responsive not including required documents.
- 5) Maxim Healthcare response has been rejected.
- 6) Rapid Temps LLC has been deemed non-responsive not including required documents.
- 7) United Vision Healthcare Services LLC has been deemed non-responsive not including required documents.
- 8) Wise Medical Staffing has been deemed non-responsive not including required documents.

|                                     |        |
|-------------------------------------|--------|
| RFP Posted on 2/17/2024             | VC, BR |
| Bid Opened On 2/27/2024, 2:30 PM by |        |
| Invitations Sent                    | 93     |
| Total Requesting Documents          | 6      |
| Total Bid Responses Received        | 24     |

## SECTION 5 – PRICE PROPOSAL : BrightStar Care of DuPage, Wheaton, IL

The contractor shall use the format below, indicating rates by position / shift for Year 1, Year 2 and Year 3 of the contract and other pricing consideration, including but not limited to:

- Overtime
- Cancellation Fee

### Year 1

#### Hourly Rates by Position and Shift

|                | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|----------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>      | \$ 85          | \$ 85           | \$ 85           | \$ 85            | \$ 85             | \$ 85             | \$ 113.30        | \$ 113.30         | \$ 113.30         |
| <b>LPN N/A</b> | \$ N/A         | \$ N/A          | \$ N/A          | \$ N/A           | \$ N/A            | \$ N/A            | \$ N/A           | \$ N/A            | \$ N/A            |
| <b>CNA</b>     | \$ 42          | \$ 42           | \$ 42           | \$ 42            | \$ 42             | \$ 42             | \$ 55.98         | \$ 55.98          | \$ 55.98          |

#### Crisis Rate- Hourly Rates by Position and Shift

|                | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|----------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>      | \$ 127.50      | \$ 127.50       | \$ 127.50       | \$ 127.50        | \$ 127.50         | \$ 169.95         | \$ 169.95        | \$ 169.95         | \$ 169.95         |
| <b>LPN N/A</b> | \$ N/A         | \$ N/A          | \$ N/A          | \$ N/A           | \$ N/A            | \$ N/A            | \$ N/A           | \$ N/A            | \$ N/A            |
| <b>CNA</b>     | \$ 63          | \$ 63           | \$ 63           | \$ 63            | \$ 63             | \$ 63             | \$ 83.97         | \$ 83.97          | \$ 83.97          |

### Year 2

#### Hourly Rates by Position and Shift

|                | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|----------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>      | \$ 90          | \$ 90           | \$ 90           | \$ 90            | \$ 90             | \$ 90             | \$ 119.97        | \$ 119.97         | \$ 119.97         |
| <b>LPN N/A</b> | \$ N/A         | \$ N/A          | \$ N/A          | \$ N/A           | \$ N/A            | \$ N/A            | \$ N/A           | \$ N/A            | \$ N/A            |
| <b>CNA</b>     | \$ 43          | \$ 43           | \$ 43           | \$ 43            | \$ 43             | \$ 43             | \$ 57.32         | \$ 57.32          | \$ 57.32          |

#### Crisis Rate- Hourly Rates by Position and Shift

|            | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>  | \$ 135         | \$ 135          | \$ 135          | \$ 135           | \$ 135            | \$ 135            | \$ 179.95        | \$ 179.95         | \$ 179.95         |
| <b>LPN</b> | \$ N/A         | \$ N/A          | \$ N/A          | \$ N/A           | \$ N/A            | \$ N/A            | \$ N/A           | \$ N/A            | \$ N/A            |
| <b>CNA</b> | \$ 64.5        | \$ 64.5         | \$ 64.5         | \$ 64.6          | \$ 64.5           | \$ 64.5           | \$ 85.98         | \$ 85.98          | \$ 85.98          |

**Year 3****Hourly Rates by Position and Shift**

|                | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|----------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>      | \$ 90          | \$ 90           | \$ 90           | \$ 90            | \$ 90             | \$ 90             | \$ 119.97        | \$ 119.97         | \$ 119.97         |
| <b>LPN N/A</b> | \$ N/A         | \$ N/A          | \$ N/A          | \$ N/A           | \$ N/A            | \$ N/A            | \$ N/A           | \$ N/A            | \$ N/A            |
| <b>CNA</b>     | \$ 44          | \$ 44           | \$ 44           | \$ 44            | \$ 44             | \$ 44             | \$ 58.65         | \$ 58.65          | \$ 58.65          |

**Crisis Rate- Hourly Rates by Position and Shift**

|                | M – F<br>7a-3p | M – F<br>3p-11p | M – F<br>11p-7a | Sat/Sun<br>7a-3p | Sat/Sun<br>3p-11p | Sat/Sun<br>11p-7a | Holiday<br>7a-3p | Holiday<br>3p-11p | Holiday<br>11p-7a |
|----------------|----------------|-----------------|-----------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|
| <b>RN</b>      | \$ 135         | \$ 135          | \$ 135          | \$ 135           | \$ 135            | \$ 135            | \$ 179.95        | \$ 179.95         | \$ 179.50         |
| <b>LPN N/A</b> | \$ N/A         | \$ N/A          | \$ N/A          | \$ N/A           | \$ N/A            | \$ N/A            | \$ N/A           | \$ N/A            | \$ N/A            |
| <b>CNA</b>     | \$ 66          | \$ 66           | \$ 66           | \$ 66            | \$ 66             | \$ 66             | \$ 87.97         | \$ 87.97          | \$ 87.97          |

List holidays included in Holiday Rate(s) above:

| <b>Holiday</b>                          |
|-----------------------------------------|
| 1. New Year's Day                       |
| 2. Memorial Day                         |
| 3. 4th of July                          |
| 4. Labor Day                            |
| 5. Thanksgiving Day                     |
| 6. Friday after Thanksgiving Day        |
| 7. Christmas Eve (All day and evening)  |
| 8. Christmas Day                        |
| 9. New Year's Eve (All day and evening) |
| 10.                                     |

**Non-Mandatory Services**

Check the appropriate boxes below to indicate if the service is included in the fee, available at an additional charge or not available.

| <b>Services</b>                                 | <b>Included in Fee</b> | <b>Additional Charge</b> |
|-------------------------------------------------|------------------------|--------------------------|
| Please list non-mandatory services you provide: |                        |                          |
| Caregiver for a minimum of four (4) hours       |                        | \$40/hour                |
|                                                 |                        |                          |
| Nurse (RN or LPN) Visit for 1.75 hours or less  |                        | \$200/visit              |
|                                                 |                        |                          |
|                                                 |                        |                          |
|                                                 |                        |                          |

## SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

|                         |                                                          |
|-------------------------|----------------------------------------------------------|
| Full Name of Offeror    | JDF Services Inc., dba Brightstar Care of DuPage-Wheaton |
| Main Business Address   | 416 E. Roosevelt Road                                    |
|                         | Suite 105                                                |
| City, State, Zip Code   | Wheaton, IL 60187                                        |
| Telephone Number        | 630.260.5300                                             |
| Fax Number              | 630.260.5303                                             |
| Proposal Contact Person | Leonard Sanchez                                          |
| Email Address           | Leonard.Sanchez@brightstarcare.com                       |

The undersigned certifies that he is:



the Owner/Sole  
Proprietor



a Member of the  
Partnership



an Officer of the  
Corporation



a Member of the  
Joint Venture

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

Diane Vitolka - President and CEO

(President or Partner)

Leonard Sanchez-Vice President & COO

(Vice-President or Partner)

Diane Vitolka - President and CEO

(Secretary or Partner)

Leonard Sanchez - Vice President & COO

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

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

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

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

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

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

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

**PROPOSAL AWARD CRITERIA**

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

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

Signature on File

X. Vice President and COO  
(Signature and Title)

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this N/A day of N/A AD, 2024

N/A

My Commission Expires: N/A  
(Notary Public)

(Based on Addendum 1 for bid # 24-002-DCC - Bids do not have to be notarized)



## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

|                 |                                           |
|-----------------|-------------------------------------------|
| BID NUMBER:     | 24-002-DCC                                |
| COMPANY NAME:   | JDF Services Inc. dba Bright Star Care of |
| CONTACT PERSON: | LEONARD SANCHEZ Central DuPage - Wheaton  |
| CONTACT EMAIL:  | LEONARD.SANCHEZ@BRIGHTSTARCARE.COM        |

### Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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



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

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

☒ Yes

☐ No

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

| NAME           | PHONE        | EMAIL                                 |
|----------------|--------------|---------------------------------------|
| JOHN SILVA     | 630.384.1763 | JOHN.SILVA@BRIGHTSTAR<br>CARE.COM     |
| JESSICA TRILLI | 630.384.1765 | JESSICA.TRILLI@BRIGHTSTAR<br>CARE.COM |
|                |              |                                       |

### **Section III: Violations**

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

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

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

[Ethics | DuPage Co, IL](#)

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

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

### **Section IV: Certification**

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

Signature on File

Printed Name: LEONARD SANCHEZ

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

Title: Owner and CEO

Date: 2/17/2026



## Finance Resolution

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

---

**File #:** FI-R-0048-26

**Agenda Date:** 3/3/2026

**Agenda #:** 7.D.

---

ACCEPTANCE OF AN EXTENSION OF TIME FOR THE DUPAGE CARE  
CENTER FOUNDATION MUSIC THERAPY GRANT PY25  
COMPANY 5000 - ACCOUNTING UNIT 2120

(Under the administrative direction of the DuPage Care Center)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Care Center Foundation Music Therapy Grant PY25, pursuant to Resolution FI-R-0003-25 for the period January 12, 2025 through December 31, 2025, as amended; and

WHEREAS, the County of DuPage has been notified by DuPage Care Center Foundation that the grant may be extended to February 28, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration date of the grant be extended to February 28, 2026.

Enacted and approved this 10<sup>th</sup> day of March, 2026 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



DuPage Care Center  
FOUNDATION

**President**  
Debra Giampoli

February 4, 2026

**Vice President**  
Robert Kliebhan

Mr. Geoffery Kinczyk & Ms. Hetal Shah

The County of DuPage

**Directors**

Wheaton, Illinois

Nancy Bell

Babs Cleary

Russ Graunke

Mark De Iorio

Margot Kliebhan

Linda Linford

Dave Mook

Kenneth Moy

Tony Reyes

RE: Music Therapy Grant (DCCFMTG25)

Grant Dates: 1/12/2025 – 12/31/2025

Grant Award: \$ 60,462.00

**Foundation  
Coordinator**  
Connor Brown

Please be advised that the DuPage Care Center Foundation would like to extend the Music Therapy Grant (DCCFMTG25) to 2/28/2026.

Thank you for your time in this matter. Should you have additional questions or concerns, please feel free to Christine Kliebhan at x4208 and she will be able to assist you.

Signed,  
Signature on File

Deb Giampoli, DCCF President

Cc: Janelle Chadwick

Shauna Berman

Christine Kliebhan



## Finance Resolution

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

**File #:** FI-R-0049-26

**Agenda Date:** 3/3/2026

**Agenda #:** 7.E.

ACCEPTANCE AND APPROPRIATION OF THE  
DUPAGE CARE CENTER - ILDCO EQUIPMENT REPLACEMENT GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 23-203217  
COMPANY 5000 - ACCOUNTING UNIT 2110  
\$200,000

(Under the administrative direction of  
the Care Center and Facilities Maintenance Departments)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS) are available to provide the necessary funds to replace and install two new washers at the DuPage County Care Center. After the completion of this project, the laundry area will be better able to assist with the care of residents, continue maintaining sanitary conditions and assist with the control of infectious disease; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 23-203217 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the Inter-Governmental Agreement is from December 1, 2025, through November 30, 2027; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 23-203217 (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 \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS) be made to establish the DCEO Equipment Replacement Grant PY25, Company 5000 - Accounting Unit 2110, for the period December 1, 2025, through November 30, 2027; and

BE IT FURTHER RESOLVED by the DuPage County Board that Deborah A. Conroy, Chair is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state 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 10<sup>th</sup> day of March, 2026, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH  
DUPAGE CARE CENTER - ILDCO EQUIPMENT REPLACEMENT GRANT PY25  
AGREEMENT NO. 23-203217  
COMPANY 5000 – ACCOUNTING UNIT 2110  
\$200,000

REVENUE

41401-0000 - State Capital Grant \$ 200,000

TOTAL ANTICIPATED REVENUE \$ 200,000

EXPENDITURES

CAPITAL

54110-0000 - Equipment And Machinery \$ 200,000

TOTAL CAPITAL \$ 200,000

TOTAL ADDITIONAL APPROPRIATION \$ 200,000

## ATTACHMENT II



### Illinois Department of Commerce & Economic Opportunity

JB Pritzker, Governor

January 6, 2026

Deborah A Conroy  
County Board Chairperson  
DuPage County  
421 North County Farm Road  
Wheaton, IL 60187-3978

Dear Ms. Conroy,

The Department of Commerce and Economic Opportunity (the Department) would like to welcome you to our community of grantees and congratulate you on your grant award (23-203217).

The Department administers a wide range of economic and workforce development programs, services and initiatives designed to create and retain high quality jobs and build strong communities. The Department leads the Illinois economic development process in partnership with businesses, local governments, workers and families.

When administering grant programs, the Department follows guidance from the Grant Accountability and Transparency Act (GATA) (44 Ill. Admin. Code Part 7000) and federal uniform guidance (2CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

To ensure your organization achieves its goals and objectives and remains in compliance with the grant terms, we have provided a few helpful resources and tips to get you started:

1. Read and understand your grant agreement. The grant agreement outlines grant requirements and programmatic deliverables.
2. Frequent our Grantee Resource Site to review tutorials on the grant process (go to [www.illinois.gov/dceo](http://www.illinois.gov/dceo), click on Grant Opportunities and Grantee Resource Site).
3. Maintain your organization's profile on the Illinois GATA Grantee Portal at [grants.illinois.gov/portal](http://grants.illinois.gov/portal) (i.e. confirm organization and contact information, monitor pre-qualification status, make indirect cost elections and comply with audit requirements).
4. Keep all relevant grant-related documents during the required record retention period. This includes receipts and proof of payment for all grant expenditures, such as, invoices, proposals, contracts, procurement bids, statements of work, bank statements, copies of check and ACH/Wire Transfer documentation. (Please refer to your grant agreement for the record retention period).
5. If your organization expends over \$300,000 in state or federal grant funds during its fiscal year, a financial statement or single audit may be required. Please note, this expense may not be covered with grant funds.

If you have any questions or concerns, please contact your grant manager.

Sincerely,

Signature on File

Kristin A. Richards  
Director



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

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

**PART ONE – The Uniform Terms**

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

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**



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

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By:   
Signature of Kristin A. Richards, Director

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

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

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

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

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

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

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

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

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

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

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

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

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

By:   
Signature of Authorized Representative

Date: 

Printed Name: Deborah A Conroy

Printed Title: County Board Chairperson

Email: chair@dupageco.org

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

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

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

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

## PART ONE – THE UNIFORM TERMS

### ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II AWARD INFORMATION**

2.1. Term. This Agreement is effective on **12/01/2025** and expires on **11/30/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$200,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

Reimbursement

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1771 and the CSFA Name is Construction and/or Renovation to Buildings, Additions, or Structures. If applicable, the State Award Identification Number (SAIN) is 1771-62044.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in PART TWO or PART THREE. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

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

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

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

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

## ARTICLE VI



## BUDGET

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

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

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

## ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII LOBBYING

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

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

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

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

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

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

## ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

## ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

## ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

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

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

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

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

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

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

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

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

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

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

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

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

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

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

**ARTICLE XIV**  
**SUBCONTRACTS/SUBAWARDS**



14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

## **ARTICLE XV NOTICE OF CHANGE**

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

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

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

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

## **ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

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

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## **ARTICLE XVII CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

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

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

## **ARTICLE XVIII EQUIPMENT OR PROPERTY**

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

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

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

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

## **ARTICLE XX INSURANCE**

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

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

## **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

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

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

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

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## EXHIBIT A

### PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

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

### PROJECT DESCRIPTION:

#### SCOPE OF WORK

Grant funds will be utilized for a portion of the costs, including any that are prior incurred, associated with the implementation of upgrades to the Grantee owned DuPage County Care Center located at 400 N. County Farm Road in Wheaton, Illinois.

The completion of this project will benefit the public by providing the Care Center with modern washing capabilities for its residents. The new units will be capable of handling higher capacities while providing quicker washing and drying times for its residents' laundry needs.

#### PROJECT WORK PLAN

The Grantee shall administer the project as outlined in the Grantee's *Project Work Plan* approved by the Grantor. The *Project Work Plan* may be modified with Grantor approval throughout the Term of this Agreement. The *Project Work Plan*, once approved by Grantor, and any modifications thereto, are incorporated fully by reference into this Agreement.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

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

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

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

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

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

**GRANTEE CONTACT**

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

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

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

**GRANTEE CONTACT**

Name: Nicholas Jensen  
Title: Facilities Manager  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978  
Phone: 630-784-4435  
TTY#: N/A  
Email: nicholas.jensen@dupagecounty.gov  
Address:



**GRANTEE DESIGNEES**

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

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

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

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

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

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

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

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

Email: [CEO.GrantHelp@Illinois.gov](mailto:CEO.GrantHelp@Illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT**

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

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

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

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

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

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

**EXHIBIT E**

**SPECIFIC CONDITIONS**

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

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

There were no conditions resulting from the Programmatic Risk Assessment.

## PART TWO – GRANTOR-SPECIFIC TERMS

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

### ARTICLE XXIII AUTHORIZED SIGNATORY

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

### ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

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

### ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

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

### ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

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

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII  
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

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

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

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

#### ARTICLE XXIX

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

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

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

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

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

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

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

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

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

### ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

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

**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII  
APPLICABLE STATUTES**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXXIV  
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXV  
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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### PART THREE – PROJECT-SPECIFIC TERMS

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

#### ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

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

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

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

#### March 2026

- Quarterly Periodic Financial Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager

#### June 2026

- Quarterly Periodic Financial Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager

#### September 2026

- Quarterly Periodic Financial Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager

#### December 2026

- Quarterly Periodic Financial Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager

#### March 2027

- Quarterly Periodic Financial Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager

#### June 2027

- Quarterly Periodic Financial Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager

#### September 2027

- Quarterly Periodic Financial Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager

#### December 2027

- Quarterly Periodic Financial Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager

#### January 2028

- End of grant Closeout Financial Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; Send To: Grant Manager
- End of grant Closeout Performance Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; Send To: Grant Manager

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

### ARTICLE XXXVII GRANT-SPECIFIC TERMS/CONDITIONS

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies).  
**The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY

SIGN-OFF

SIGN-OFF

State of Illinois  
GRANT AGREEMENT FISCAL YEAR 2026  
Page 39 of 42

|              |                                             | RECEIVED | OUTSTANDING |
|--------------|---------------------------------------------|----------|-------------|
| _____        | Illinois State Historic Preservation Office | _____    | _____       |
| _____        | Illinois Dept. of Agriculture               | _____    | _____       |
| _____        | Illinois Dept. of Natural Resources         | _____    | _____       |
| _____        | Illinois Environmental Protection Agency    | _____    | _____       |
| <u>  X  </u> | NONE APPLICABLE                             |          |             |

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

**NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.**

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

**(3) External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing

Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project 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 and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act: In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor’s bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

## ARTICLE XXXVIII



**BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

|                   |                                                          |               |              |
|-------------------|----------------------------------------------------------|---------------|--------------|
| Agency:           | Illinois Department of Commerce and Economic Opportunity | State FY:     | 2026         |
| Grantee:          | DuPage County                                            | UEI #:        | W7KRN7E54898 |
| NOFO Number:      |                                                          | CSFA Number:  |              |
| CSFA Description: |                                                          | Grant Number: | 23-203217    |

**Section A: State of Illinois Funds**

|                                                     | <u>Summary</u> | <u>Detail</u> |
|-----------------------------------------------------|----------------|---------------|
| <b><u>Revenues</u></b>                              |                |               |
| State of Illinois Grant Amount Requested            | \$200,000.00   |               |
| <b><u>Budget Expenditure Categories</u></b>         |                |               |
| 1. Personnel (200.430)                              |                |               |
| 2. Fringe Benefits (200.431)                        |                |               |
| 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                                     | \$200,000.00   |               |
| 1217 EQUIPMENT/MATERIAL/LABOR                       |                | \$166,900.00  |
| 1223 MECHANICAL SYSTEMS                             |                | \$6,500.00    |
| 1229 PLUMBING                                       |                | \$7,400.00    |
| 1233 OTHER CONSTRUCTION EXPENSES                    |                | \$19,200.00   |
| 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)                    |                |               |
| 16. Total Direct Costs (add lines 1-15)             | \$200,000.00   | \$200,000.00  |
| 17. Total Indirect Costs (200.414)                  |                |               |
| Rate: <input type="text"/> %                        |                |               |
| Base: <input type="text"/>                          |                |               |
| 18. Total Costs State Grant Funds (Lines 16 and 17) | \$200,000.00   | \$200,000.00  |

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 15% modified 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 15% 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(5); or  
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate:  %

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

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

Indirect Cost Rate:  % The Distribution Base Is:

Grantee: DuPage County

NOFO Number: 0

Grant Number: 23-203217

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: DuPage County

Signature: 

Printed Name: Deborah Conroy

Title: Chair, DuPage County Board

Phone: 630-407-6060

Date: 12-19-2025

Institution/Organization: DuPage County

Signature: 

Printed Name: Jeff Martynowicz

Title: CFO

Phone: 630 407 6101

Date: 12/29/25

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.

|                                            |                                                                                                        |                                                    |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>CERTIFICATION</b>                       | <b>STATE OF ILLINOIS<br/>UNIFORM CAPITAL GRANT BUDGET TEMPLATE</b>                                     | <b>AGENCY: Commerce &amp; Economic Opportunity</b> |
| <b>Organization Name: County of DuPage</b> | <b>Construction and/or<br/>CSFA Description: Renovation to Buildings,<br/>Additions, or Structures</b> | <b>NOFO #</b>                                      |
| <b>CSFA #:</b> 420-00-1771                 | <b>DUNS # and UEI #</b> W7KRN7E54898                                                                   | <b>Fiscal Year(s):</b> <del>2024</del> 2025        |

(2 CFR 200.415)

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

DuPage County  
Institution/Organization  
  
Signature  
Jeff Martynowicz  
Name of Official  
Chief Financial Officer  
Title  
Chief Financial Officer (or equivalent)  
6/18/24  
Date of Execution

DuPage County  
Institution/Organization  
  
Signature  
Deborah Conroy  
Name of Official  
DuPage County Board Chair  
Title  
Executive Director (or equivalent)  
6-25-2024  
Date of Execution

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



## Authorization to Travel

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

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**File #:** 26-0833

**Agenda Date:** 3/3/2026

**Agenda #:** 8.A.

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# DuPage County Employee Overnight Business Travel Expense Reimbursement Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate [Overnight Business Travel Report Form](#) must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. [Applicable form for Elected Officials subject to 50 ILCS 150/15.](#)

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the [County's Business Travel Expense Policy](#) before completing this form.

**The County's Business Travel Expense Policy :** ["Yes"]

**Employee Name:**

**Employee Email Address:** @dupagecounty.gov

**Department:** Community Services

**Supervisor Email:** gina.strafford@dupagecounty.gov

**Secondary Department Contact (Department Admin or Accounts Payable):**  
karen.graczyk@dupagecounty.gov

## Description of the Requested Business Travel

**Event or Conference Name:** National Home Performance Conference & Trade Show

**Event Location (City/State):** Columbus, OH

**Description of conference, training or other events including County business purpose:** National Home Performance Conference has been a launching pad for ideas, partnerships, and real progress in home performance, weatherization, and healthy housing. This milestone year is about more than looking back—it's about building on the momentum we've created together and shaping the future. This is a training conference to receive training, learn new techniques/ideas and obtain CEU's for certification hours necessary to maintain WX credentials for the grants.

**Start date of conference, training or other out of town event:** 04-13-2026

**End date of conference, training or other out of town event:** 04-16-2026

**Departure travel date:** 04-12-2026

**Return travel date:** 04-16-2026

**If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary:** Conference starts on Monday morning 4-13. I will be arriving Sunday 4-12

## Estimate of costs for the requested business travel

**Budget Account Code:** 5000-1430

**Registration fees for conference, training or event:** \$950

**Form of Payment:** Invoiced to county

**Estimated transportation cost to and from location:** \$700

**Describe methods of transportation to and from location:** Airfare, cab/rideshare, tolls

**Rental Vehicle request:**

**Provide estimated rental car cost:** \$

**Describe reason(s) for vehicle rental:**

**Business Travel Expense Policy - Supplemental Insurance:**

**Total Estimated Lodging Costs:** \$1281

**Description of lodging needs, including number of nights and cost per night:** 4 nights at \$320.11 per night, have requested govt. rate may decrease

## **Meal Per Diem Policy**

See **Business Travel Expense Policy Section 6.0** regarding meal per diems. Individual meals, **including room service**, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

**Estimate Total Per Diem expenses:** \$236

**Estimate such additional expenses:** \$0

**Describe expected additional expenses:**

**Estimated total cost of the requested Overnight Business Travel:** \$3167

## **Confirmation and Submission**

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

**Employee Name:**

### **Instructions for Immediate Supervisor other than Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

### **Instructions for Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

### **Instructions for Parent Committee Chair**

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.



**REVIEWED BY AND DATE APPROVED:**

Department Head: \_\_\_\_\_

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

Committee Chair: \_\_\_\_\_

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

If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee

Committee Name: Human Services

Meeting Date: March 3, 2026



## Authorization to Travel

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

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**File #:** 26-0834

**Agenda Date:** 3/3/2026

**Agenda #:** 8.B.

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# DuPage County Employee Overnight Business Travel Expense Reimbursement Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate [Overnight Business Travel Report Form](#) must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. [Applicable form for Elected Officials subject to 50 ILCS 150/15.](#)

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the [County's Business Travel Expense Policy](#) before completing this form.

**The County's Business Travel Expense Policy :** ["Yes"]

**Employee Name:**

**Employee Email Address:** @dupagecounty.gov

**Department:** Community Services

**Supervisor Email:** gina.strafford@dupagecounty.gov

**Secondary Department Contact (Department Admin or Accounts Payable):**  
karen.graczyk@dupagecounty.gov

## Description of the Requested Business Travel

**Event or Conference Name:** National Home Performance Conference & Trade Show

**Event Location (City/State):** Columbus, Ohio

**Description of conference, training or other events including County business purpose:** National Home Performance Conference has been a launching pad for ideas, partnerships, and real progress in home performance, weatherization, and healthy housing. This milestone year is about more than looking back—it's about building on the momentum we've created together and shaping the future. This is a training conference to receive training, learn new techniques/ideas and obtain CEU's for certification hours necessary to maintain WX credentials for the grants.

**Start date of conference, training or other out of town event:** 04-13-2026

**End date of conference, training or other out of town event:** 04-16-2026

**Departure travel date:** 04-12-2026

**Return travel date:** 04-16-2026

**If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary:** Conference starts on Monday morning 4-13. I will be arriving Sunday 4-12

## Estimate of costs for the requested business travel

**Budget Account Code:** 5000-1430

**Registration fees for conference, training or event:** \$945

**Form of Payment:** Invoiced to county

**Estimated transportation cost to and from location:** \$700

**Describe methods of transportation to and from location:** Airfare, cab/rideshare to airport and hotel

**Rental Vehicle request:**

**Provide estimated rental car cost:** \$

**Describe reason(s) for vehicle rental:**

**Business Travel Expense Policy - Supplemental Insurance:**

**Total Estimated Lodging Costs:** \$1281

**Description of lodging needs, including number of nights and cost per night:** 4 nights at \$320.11 per night, have requested govt. rate may decrease

## **Meal Per Diem Policy**

See **Business Travel Expense Policy Section 6.0** regarding meal per diems. Individual meals, **including room service**, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

**Estimate Total Per Diem expenses:** \$236

**Estimate such additional expenses:** \$0

**Describe expected additional expenses:**

**Estimated total cost of the requested Overnight Business Travel:** \$3162

## **Confirmation and Submission**

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

**Employee Name:**

### **Instructions for Immediate Supervisor other than Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

### **Instructions for Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

### **Instructions for Parent Committee Chair**

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

**REVIEWED BY AND DATE APPROVED:**

Department Head: \_\_\_\_\_

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

Committee Chair: \_\_\_\_\_

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

If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee

Committee Name: Human Services \_\_\_\_\_

Meeting Date: March 3, 2026 \_\_\_\_\_



## Consent Item

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

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**File #:** 26-0835

**Agenda Date:** 3/3/2026

**Agenda #:** 9.A.

---

Consent  
HS  
CB

# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jan 6, 2026

File ID #:

|                                                                                                |                                                |                          |                                       |
|------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------|---------------------------------------|
| <b>Purchase Order #:</b> 6727                                                                  | <b>Original Purchase Order Date:</b> 11/1/2023 | <b>Change Order #:</b> 2 | <b>Department:</b> Community Services |
| <b>Vendor Name:</b> Healthy Air Heating & Air Inc                                              |                                                | <b>Vendor #:</b> 14166   | <b>Dept. Contact:</b> Robert Palos    |
| <b>Action Requested and Reason for Change</b> To close the contract as it expired on 6/30/2024 |                                                |                          |                                       |
| <b>Order Request:</b>                                                                          |                                                |                          |                                       |

## IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (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                                                                                    | \$206,008.00   |
| B | Net \$ Change for Previous Change Order                                                                    |                |
| C | Current Contract Amount (A + B)                                                                            | \$206,008.00   |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$123,359.11) |
| E | New Contract Amount (C + D)                                                                                | \$82,648.89    |
| F | Cumulative Change Order Amount (B + D)                                                                     | (\$123,359.11) |
| G | Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)                   | -59.88%        |

## DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☒ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

## DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

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

**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

**APPROVALS - Initials Only**

|                                                                                   |            |             |                                                                                    |            |        |
|-----------------------------------------------------------------------------------|------------|-------------|------------------------------------------------------------------------------------|------------|--------|
| RJ                                                                                | 6183       | Jan 6, 2026 |  | 6182       | 2/6/26 |
| Prepared By                                                                       | Phone Ext. | Date        | Recommended for Approval                                                           | Phone Ext. | Date   |
|  |            | 2/11/2026   |                                                                                    |            |        |
| Reviewed by Procurement Officer                                                   | Date       |             | Completed by Buyer                                                                 | Date       |        |





## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 26-0836

**Agenda Date:** 3/3/2026

**Agenda #:** 9.B.

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# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division  
Revised 10-01-2025

Consent  
HS  
CB

Date: Jan 6, 2026

File ID #:

|                                                                                                               |                                                 |                          |                                       |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------|---------------------------------------|
| <b>Purchase Order #:</b> 7423                                                                                 | <b>Original Purchase Order Date:</b> 10/22/2024 | <b>Change Order #:</b> 2 | <b>Department:</b> Community Services |
| <b>Vendor Name:</b> Healthy Air Heating & Air Inc                                                             |                                                 | <b>Vendor #:</b> 14166   | <b>Dept. Contact:</b> David Stuckey   |
| <b>Action Requested and Reason for Change Order Request:</b> To close the contract as it expired on 6/30/2025 |                                                 |                          |                                       |

## IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (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                                                                                    | \$230,909.42  |
| B | Net \$ Change for Previous Change Order                                                                    |               |
| C | Current Contract Amount (A + B)                                                                            | \$230,909.42  |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$70,308.81) |
| E | New Contract Amount (C + D)                                                                                | \$160,600.61  |
| F | Cumulative Change Order Amount (B + D)                                                                     | (\$70,308.81) |
| G | Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)                   | -30.45%       |

## DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☒ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

## DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

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

**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

**APPROVALS - Initials Only**

|                                 |            |                  |                          |             |               |
|---------------------------------|------------|------------------|--------------------------|-------------|---------------|
| RJ                              | 6183       | Jan 6, 2026      | <u>Coli</u>              | <u>6180</u> | <u>2/8/26</u> |
| Prepared By                     | Phone Ext. | Date             | Recommended for Approval | Phone Ext.  | Date          |
| <u>8</u>                        |            | <u>2/11/2026</u> |                          |             |               |
| Reviewed by Procurement Officer | Date       |                  | Completed by Buyer       | Date        |               |



## Consent Item

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

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**File #:** 26-0837

**Agenda Date:** 3/3/2026

**Agenda #:** 9.C.

---

Consent

HS  
CB**REQUEST FOR CHANGE ORDER FORM**

Procurement Services Division

Revised 10-01-2025

Date: Jan 6, 2026

File ID #:

|                                                                                                |                                                |                          |                                       |
|------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------|---------------------------------------|
| <b>Purchase Order #:</b> 6786                                                                  | <b>Original Purchase Order Date:</b> 11/1/2023 | <b>Change Order #:</b> 2 | <b>Department:</b> Community Services |
| <b>Vendor Name:</b> Nortek Environmental Inc                                                   |                                                | <b>Vendor #:</b> 12750   | <b>Dept. Contact:</b> Robert Palos    |
| <b>Action Requested and Reason for Change</b> To close the contract as it expired on 6/24/2024 |                                                |                          |                                       |
| <b>Order Request:</b>                                                                          |                                                |                          |                                       |

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- ☐ (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                                                                  |                                                                                | \$206,008.00   |
| B | Net \$ Change for Previous Change Order                                                  |                                                                                |                |
| C | Current Contract Amount (A + B)                                                          |                                                                                | \$206,008.00   |
| D | Amount of this Change Order                                                              | <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$198,384.89) |
| E | New Contract Amount (C + D)                                                              |                                                                                | \$7,623.11     |
| F | Cumulative Change Order Amount (B + D)                                                   |                                                                                | (\$198,384.89) |
| G | Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts) |                                                                                | -96.30%        |

**DECISION MEMO NOT REQUIRED - Check Applicable Box(es)**

- ☐ Cancel Entire Order ☒ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

**DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below**

- ☐ Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

**Summary Explanation** - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

**APPROVALS - Initials Only**

|                                                                                   |            |             |                                                                                    |            |        |
|-----------------------------------------------------------------------------------|------------|-------------|------------------------------------------------------------------------------------|------------|--------|
| RJ                                                                                | 6183       | Jan 6, 2026 |  | 6182       | 2/8/26 |
| Prepared By                                                                       | Phone Ext. | Date        | Recommended for Approval                                                           | Phone Ext. | Date   |
|  |            | 2/11/2026   |                                                                                    |            |        |
| Reviewed by Procurement Officer                                                   | Date       |             | Completed by Buyer                                                                 | Date       |        |



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 26-0838

**Agenda Date:** 3/3/2026

**Agenda #:** 9.D.

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# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent  
HS  
CB

Date: Jan 6, 2026

File ID #:

|                                                                                                                         |                                                 |                          |                                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------|---------------------------------------|
| <b>Purchase Order #:</b> 7424                                                                                           | <b>Original Purchase Order Date:</b> 10/22/2024 | <b>Change Order #:</b> 1 | <b>Department:</b> Community Services |
| <b>Vendor Name:</b> Nortek Environmental Inc                                                                            |                                                 | <b>Vendor #:</b> 12750   | <b>Dept. Contact:</b> David Stuckey   |
| <b>Action Requested and Reason for Change</b> To close the contract as it expired on 6/30/2025<br><b>Order Request:</b> |                                                 |                          |                                       |

## IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (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                                                                                    | \$230,909.42   |
| B | Net \$ Change for Previous Change Order                                                                    |                |
| C | Current Contract Amount (A + B)                                                                            | \$230,909.42   |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$175,942.81) |
| E | New Contract Amount (C + D)                                                                                | \$54,966.61    |
| F | Cumulative Change Order Amount (B + D)                                                                     | (\$175,942.81) |
| G | Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)                   | -76.20%        |

## DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☒ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

## DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

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

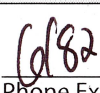
**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.



**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

**APPROVALS - Initials Only**

|                                                                                   |            |             |                                                                                    |                                                                                     |        |
|-----------------------------------------------------------------------------------|------------|-------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------|
| RJ                                                                                | 6183       | Jan 6, 2026 |  |  | 2/8/26 |
| Prepared By                                                                       | Phone Ext. | Date        | Recommended for Approval                                                           | Phone Ext.                                                                          | Date   |
|  |            | 2/11/2026   |                                                                                    |                                                                                     |        |
| Reviewed by Procurement Officer                                                   | Date       |             | Completed by Buyer                                                                 | Date                                                                                |        |



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 26-0839

**Agenda Date:** 3/3/2026

**Agenda #:** 9.E.

---

# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent  
HS  
CB

Date: Jan 6, 2026

File ID #:

|                                                                                                               |                                                 |                          |                                       |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------|---------------------------------------|
| <b>Purchase Order #:</b> 7457                                                                                 | <b>Original Purchase Order Date:</b> 10/22/2024 | <b>Change Order #:</b> 1 | <b>Department:</b> Community Services |
| <b>Vendor Name:</b> Rush Heating and Cooling Inc.                                                             |                                                 | <b>Vendor #:</b> 45425   | <b>Dept. Contact:</b> David Stuckey   |
| <b>Action Requested and Reason for Change Order Request:</b> To close the contract as it expired on 6/30/2025 |                                                 |                          |                                       |

## IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (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                                                                                    | \$230,909.42   |
| B | Net \$ Change for Previous Change Order                                                                    |                |
| C | Current Contract Amount (A + B)                                                                            | \$230,909.42   |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$212,359.42) |
| E | New Contract Amount (C + D)                                                                                | \$18,550.00    |
| F | Cumulative Change Order Amount (B + D)                                                                     | (\$212,359.42) |
| G | Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)                   | -91.97%        |

## DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☒ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

## DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

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

**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

| APPROVALS - Initials Only                                                         |            |             |                                                                                    |            |        |
|-----------------------------------------------------------------------------------|------------|-------------|------------------------------------------------------------------------------------|------------|--------|
| RJ                                                                                | 6183       | Jan 6, 2026 |  | 6652       | 2/8/26 |
| Prepared By                                                                       | Phone Ext. | Date        | Recommended for Approval                                                           | Phone Ext. | Date   |
|  |            | 2/11/2026   |                                                                                    |            |        |
| Reviewed by Procurement Officer                                                   | Date       |             | Completed by Buyer                                                                 | Date       |        |



## Consent Item

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

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**File #:** 26-0840

**Agenda Date:** 3/3/2026

**Agenda #:** 9.F.

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# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent  
HS  
OB

Date: Jan 6, 2026

File ID #:

|                                                                                                               |                                                 |                          |                                       |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------|---------------------------------------|
| <b>Purchase Order #:</b> 7425                                                                                 | <b>Original Purchase Order Date:</b> 10/22/2024 | <b>Change Order #:</b> 1 | <b>Department:</b> Community Services |
| <b>Vendor Name:</b> Parliament Builders Inc                                                                   |                                                 | <b>Vendor #:</b> 45321   | <b>Dept. Contact:</b> David Stuckey   |
| <b>Action Requested and Reason for Change Order Request:</b> To close the contract as it expired on 6/30/2025 |                                                 |                          |                                       |

## IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (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                                                                                    | \$230,909.42   |
| B | Net \$ Change for Previous Change Order                                                                    |                |
| C | Current Contract Amount (A + B)                                                                            | \$230,909.42   |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$201,198.22) |
| E | New Contract Amount (C + D)                                                                                | \$29,711.20    |
| F | Cumulative Change Order Amount (B + D)                                                                     | (\$201,198.22) |
| G | Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)                   | -87.13%        |

## DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☒ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

## DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

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

**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

**APPROVALS - Initials Only**

RJ  
Prepared By  
6183  
Phone Ext.  
Jan 6, 2026  
Date

OK  
Recommended for Approval  
6182  
Phone Ext.  
2/8/26  
Date

8  
Reviewed by Procurement Officer  
2/11/2026  
Date

Completed by Buyer  
Date



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 26-0841

**Agenda Date:** 3/3/2026

**Agenda #:** 9.G.

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# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division  
Revised 10-01-2025

Consent

HS  
CB

Date: Jan 6, 2026

File ID #:

|                                                                                                                         |                                                 |                          |                                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------|---------------------------------------|
| <b>Purchase Order #:</b> 7427                                                                                           | <b>Original Purchase Order Date:</b> 10/22/2024 | <b>Change Order #:</b> 1 | <b>Department:</b> Community Services |
| <b>Vendor Name:</b> My Green House HVAC, LLC                                                                            |                                                 | <b>Vendor #:</b> 45320   | <b>Dept. Contact:</b> David Stuckey   |
| <b>Action Requested and Reason for Change</b> To close the contract as it expired on 6/30/2025<br><b>Order Request:</b> |                                                 |                          |                                       |

## IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (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                                                                                    | \$230,909.42   |
| B | Net \$ Change for Previous Change Order                                                                    |                |
| C | Current Contract Amount (A + B)                                                                            | \$230,909.42   |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$181,085.49) |
| E | New Contract Amount (C + D)                                                                                | \$49,823.93    |
| F | Cumulative Change Order Amount (B + D)                                                                     | (\$181,085.49) |
| G | Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)                   | -78.42%        |

## DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☒ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

## DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

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

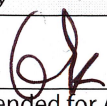
**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

**APPROVALS** - *Initials Only*

RJ  
Prepared By \_\_\_\_\_  
6183 Phone Ext. \_\_\_\_\_  
Jan 6, 2026 Date \_\_\_\_\_

  
Recommended for Approval \_\_\_\_\_  
6180 Phone Ext. \_\_\_\_\_  
2/8/20 Date \_\_\_\_\_

  
Reviewed by Procurement Officer \_\_\_\_\_  
2/11/2026 Date \_\_\_\_\_

\_\_\_\_\_  
Completed by Buyer \_\_\_\_\_  
Date \_\_\_\_\_



## Consent Item

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

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**File #:** 26-0842

**Agenda Date:** 3/3/2026

**Agenda #:** 9.H.

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# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent  
HS 3/3  
CB 3/10

Date: Feb 12, 2026

File ID #: 26-0765

|                                                                                                                                                                                                                                                                                                                                                                        |                                                  |                          |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------|------------------------------------|
| <b>Purchase Order #:</b> 7351-0001 SERV                                                                                                                                                                                                                                                                                                                                | <b>Original Purchase Order Date:</b> Dec 1, 2024 | <b>Change Order #:</b> 1 | <b>Department:</b> Rehab & Therapy |
| <b>Vendor Name:</b> Symbria Rehab                                                                                                                                                                                                                                                                                                                                      |                                                  | <b>Vendor #:</b> 27600   | <b>Dept. Contact:</b> Karen Cerny  |
| <b>Action Requested and Reason for Change Order Request:</b> This Contract Purchase Order is to provide Physical, Occupational, Speech, & Respiratory Therapy Consulting Services for the DuPage Care Center for the period 12/01/24 through November 30, 2025.<br>#1 Decrease and close line 1, 1200-2060-53090 in the amount of \$270,726.20 - CONTRACT HAS EXPIRED. |                                                  |                          |                                    |

## IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☒ (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                                                                                    | \$700,000.00   |
| B | Net \$ Change for Previous Change Order                                                                    |                |
| C | Current Contract Amount (A + B)                                                                            | \$700,000.00   |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$270,726.20) |
| E | New Contract Amount (C + D)                                                                                | \$429,273.80   |
| F | Cumulative Change Order Amount (B + D)                                                                     | (\$270,726.20) |
| G | Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)                   | -38.68%        |

## DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

## DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

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

**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

**APPROVALS** - Initials Only

|                                                                                   |            |              |                          |            |              |
|-----------------------------------------------------------------------------------|------------|--------------|--------------------------|------------|--------------|
| CDK                                                                               | 4208       | Feb 12, 2026 | CDK                      | 4208       | Feb 12, 2026 |
| Prepared By                                                                       | Phone Ext. | Date         | Recommended for Approval | Phone Ext. | Date         |
|  |            |              |                          |            |              |
| Reviewed by Procurement Officer                                                   | Date       |              | Completed by Buyer       | Date       |              |
|                                                                                   | 2/19/2026  |              |                          |            |              |



## Facilities Management Requisition Over \$30K

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

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**File #:** FM-P-0006-26

**Agenda Date:** 3/3/2026

**Agenda #:** 10.A.

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AWARDING RESOLUTION  
ISSUED TO BUILDERS CHICAGO CORPORATION  
FOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
FOR AUTOMATIC AND MANUAL DOORS WITH THRESHOLD CLOSERS  
FOR FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED: \$133,966.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Builders Chicago Corporation, to provide preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed for County facilities, for a two-year period April 10, 2026 through April 09, 2028, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed for County facilities, for a two-year period April 10, 2026 through April 09, 2028, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Builders Chicago Corporation, 93 Martin Lane, Elk Grove Village, IL 60007, for a total contract amount not to exceed \$133,966.00, per lowest responsible bid #24-032-FM. First and final option to renew. (\$67,966 for Facilities Management, \$1,000 for Animal Services, \$35,000 for Division of Transportation, and \$30,000 for Care Center).

Enacted and approved this 10<sup>th</sup> day of March, 2026 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#:<br>26-0758                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | RFP, BID, QUOTE OR RENEWAL #:<br>24-032-FM | INITIAL TERM WITH RENEWALS:<br>2 YRS + 1 X 2 YR TERM PERIOD | INITIAL TERM TOTAL COST:<br>\$127,392.00               |
| COMMITTEE:<br>PUBLIC WORKS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | TARGET COMMITTEE DATE:<br>03/03/2026       | PROMPT FOR RENEWAL:<br>3 MONTHS                             | CONTRACT TOTAL COST WITH ALL RENEWALS:<br>\$261,358.00 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CURRENT TERM TOTAL COST:<br>\$133,966.00   | MAX LENGTH WITH ALL RENEWALS:<br>FOUR YEARS                 | CURRENT TERM PERIOD:<br>FIRST RENEWAL                  |
| Vendor Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                            | Department Information                                      |                                                        |
| VENDOR:<br>Builders Chicago Corporation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | VENDOR #:<br>11624                         | DEPT:<br>Facilities Management                              | DEPT CONTACT NAME:<br>Brian Rovik                      |
| VENDOR CONTACT:<br>Matthew Cockburn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | VENDOR CONTACT PHONE:<br>224-654-2122      | DEPT CONTACT PHONE #:<br>630-407-5705                       | DEPT CONTACT EMAIL:<br>brian.rovik2@dupagecounty.gov   |
| VENDOR CONTACT EMAIL:<br>mcockburn@builderschicago.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | VENDOR WEBSITE:                            | DEPT REQ #:                                                 |                                                        |
| <b>Overview</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                            |                                                             |                                                        |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Builders Chicago Corporation, for preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed, for County facilities, for Facilities Management, for a two-year period, April 10, 2026 through April 9, 2028, for a total contract amount not to exceed \$133,966 per renewal option under bid #24-032-FM, first and final option to renew. (\$67,966 for Facilities Management, \$1,000 for Animal Services, \$35,000 for Division of Transportation, and \$30,000 for Care Center) |                                            |                                                             |                                                        |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished<br>There are 88 automatic and manual doors with threshold closers located at campus facilities that require semi-annual preventive maintenance and periodically require repair services.                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                                             |                                                        |

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

| <i>Send Purchase Order To:</i>          |                                     | <i>Send Invoices To:</i>                    |                                              |
|-----------------------------------------|-------------------------------------|---------------------------------------------|----------------------------------------------|
| Vendor:<br>Builders Chicago Corporation | Vendor#:<br>11624                   | Dept:<br>Facilities Management              | Division:                                    |
| Attn:<br>Vi Dang                        | Email:<br>vdang@builderschicago.com | Attn:                                       | Email:<br>FMAccountsPayable@dupagecounty.gov |
| Address:<br>93 Martin Lane              | City:<br>Elk Grove Village          | Address:<br>421 N. County Farm Road         | City:<br>Wheaton                             |
| State:<br>IL                            | Zip:<br>60007                       | State:<br>IL                                | Zip:<br>60187                                |
| Phone:<br>224-654-2122                  | Fax:                                | Phone:<br>630-407-5700                      | Fax:<br>630-407-5701                         |
| <i>Send Payments To:</i>                |                                     | <i>Ship to:</i>                             |                                              |
| Vendor:<br>Builders Chicago Corporation | Vendor#:<br>11624                   | Dept:<br>Facilities Management              | Division:                                    |
| Attn:                                   | Email:                              | Attn:                                       | Email:                                       |
| Address:<br>93 Martin Lane              | City:<br>Elk Grove Village          | Address:<br>Various Locations               | City:<br>Wheaton                             |
| State:<br>IL                            | Zip:<br>60007                       | State:<br>IL                                | Zip:<br>60187                                |
| Phone:                                  | Fax:                                | Phone:                                      | Fax:                                         |
| Shipping                                |                                     | Contract Dates                              |                                              |
| Payment Terms:<br>PER 50 ILCS 505/1     | FOB:<br>Destination                 | Contract Start Date (PO25):<br>Apr 10, 2026 | Contract End Date (PO25):<br>Apr 9, 2028     |



| Purchase Requisition Line Details                         |     |     |                            |                            |      |         |      |           |                             |                   |               |
|-----------------------------------------------------------|-----|-----|----------------------------|----------------------------|------|---------|------|-----------|-----------------------------|-------------------|---------------|
| LN                                                        | Qty | UOM | Item Detail<br>(Product #) | Description                | FY   | Company | AU   | Acct Code | Sub-Accts/<br>Activity Code | Unit Price        | Extension     |
| 1                                                         | 1   | EA  |                            | Facilities Management      | FY26 | 1000    | 1100 | 53300     |                             | 20,400.00         | 20,400.00     |
| 2                                                         | 1   | EA  |                            | Facilities Management      | FY26 | 1000    | 1100 | 52270     |                             | 1,000.00          | 1,000.00      |
| 3                                                         | 1   | EA  |                            | Animal Services            | FY26 | 1100    | 1300 | 53300     |                             | 300.00            | 300.00        |
| 4                                                         | 1   | EA  |                            | Division of Transportation | FY26 | 1500    | 3510 | 53300     |                             | 6,000.00          | 6,000.00      |
| 5                                                         | 1   | EA  |                            | Care Center                | FY26 | 1200    | 2040 | 53300     |                             | 7,500.00          | 7,500.00      |
| 6                                                         | 1   | EA  |                            | Facilities Management      | FY27 | 1000    | 1100 | 53300     |                             | 21,420.00         | 21,420.00     |
| 7                                                         | 1   | EA  |                            | Facilities Management      | FY27 | 1000    | 1100 | 52270     |                             | 1,000.00          | 1,000.00      |
| 8                                                         | 1   | EA  |                            | Animal Services            | FY27 | 1100    | 1300 | 53300     |                             | 500.00            | 500.00        |
| 9                                                         | 1   | EA  |                            | Division of Transportation | FY27 | 1500    | 3510 | 53300     |                             | 17,000.00         | 17,000.00     |
| 10                                                        | 1   | EA  |                            | Care Center                | FY27 | 1200    | 2040 | 53300     |                             | 15,000.00         | 15,000.00     |
| 11                                                        | 1   | EA  |                            | Facilities Management      | FY28 | 1000    | 1100 | 53300     |                             | 23,146.00         | 23,146.00     |
| 12                                                        | 1   | EA  |                            | Facilities Management      | FY28 | 1000    | 1100 | 52270     |                             | 1,000.00          | 1,000.00      |
| 13                                                        | 1   | EA  |                            | Animal Services            | FY28 | 1100    | 1300 | 53300     |                             | 200.00            | 200.00        |
| 14                                                        | 1   | EA  |                            | Division of Transportation | FY28 | 1500    | 3510 | 53300     |                             | 12,000.00         | 12,000.00     |
| 15                                                        | 1   | EA  |                            | Care Center                | FY28 | 1200    | 2040 | 53300     |                             | 7,500.00          | 7,500.00      |
| <b>FY is required, ensure the correct FY is selected.</b> |     |     |                            |                            |      |         |      |           |                             | Requisition Total | \$ 133,966.00 |

| Comments             |                                                                                                                                                                                                                                      |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HEADER COMMENTS      | Provide comments for P020 and P025.<br>Provide preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed, for County facilities, for Facilities Management, for a two-year period. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.<br>Send PO to Vendor, Brian Rovik, Cathie Figlewski, Clara Gomez, Kristie Lecaros, Kathy Black, and Christine Kliebhan.              |
| INTERNAL NOTES       | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.<br>Public Works Committee: 3/3/26 County Board: 3/10/26                                                                        |
| APPROVALS            | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.                                                                                                                           |



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
PM & REPAIR SERVICES - AUTOMATIC & MANUAL DOORS 24-032-FM  
BID TABULATION



|               |                                                    |              |              |              | BUILDER'S CHICAGO CORPORATION |                | ALLIED DOOR, INC. |                | AUTOMATIC DOOR AUTHORITY INC. |                |
|---------------|----------------------------------------------------|--------------|--------------|--------------|-------------------------------|----------------|-------------------|----------------|-------------------------------|----------------|
| NO.           | ITEM                                               | QTY          | NO. OF CALLS | NO. OF YEARS | PRICE                         | EXTENDED PRICE | PRICE             | EXTENDED PRICE | PRICE                         | EXTENDED PRICE |
| MAINTENANCE   |                                                    |              |              |              |                               |                |                   |                |                               |                |
| 1             | Planned Maintenance Service Call                   | 88           | 2            | 2            | \$ 48.00                      | \$ 16,896.00   | \$ 88.00          | \$ 30,976.00   | \$ 250.00                     | \$ 88,000.00   |
| SERVICE CALLS |                                                    |              |              |              |                               |                |                   |                |                               |                |
| NO.           | ITEM                                               | EST. HOURS   |              | NO. OF YEARS | RATE                          | EXTENDED PRICE | RATE              | EXTENDED PRICE | RATE                          | EXTENDED PRICE |
| 2             | Normal Hours                                       | 40           |              | 2            | \$ 143.00                     | \$ 11,440.00   | \$ 144.00         | \$ 11,520.00   | \$ 159.00                     | \$ 12,720.00   |
| 3             | Outside Normal Hours<br>Monday - Friday & Saturday | 12           |              | 2            | \$ 171.00                     | \$ 4,104.00    | \$ 190.00         | \$ 4,560.00    | \$ 238.50                     | \$ 5,724.00    |
| 4             | Outside Normal Hours<br>Sunday & Holidays          | 12           |              | 2            | \$ 198.00                     | \$ 4,752.00    | \$ 225.00         | \$ 5,400.00    | \$ 318.00                     | \$ 7,632.00    |
| PARTS         |                                                    |              |              |              |                               |                |                   |                |                               |                |
|               |                                                    |              |              |              |                               |                |                   |                |                               |                |
| NO.           | ITEM                                               | EST. SPEND   |              |              | MARKUP %                      | EXTENDED PRICE | MARKUP %          | EXTENDED PRICE | MARKUP %                      | EXTENDED PRICE |
| 5             | Parts Markup from Contractors Cost                 | \$ 25,000.00 |              |              | 18%                           | \$ 29,500.00   | 25%               | \$ 31,250.00   | 10%                           | \$ 27,500.00   |
| GRAND TOTAL   |                                                    |              |              |              |                               | \$ 66,692.00   |                   | \$ 83,706.00   |                               | \$ 141,576.00  |

|       |
|-------|
| NOTES |
|-------|

|                                    |       |
|------------------------------------|-------|
| Bid Opening 3/19/2024 @ 2:30 PM    | DW,HK |
| Invitations Sent                   | 42    |
| Total Vendors Requesting Documents | 2     |
| Total Bid Responses                | 3     |



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

### CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Builders Chicago Corporation located at 93 Martin Ln., Elk Grove Village, IL 60007 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-032-FM which became effective on 4/10/2024 and which will expire 4/9/2026. The contract is subject to the first and final option to renew for a twenty-four (24) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 4/9/2028.

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

#### THE COUNTY OF DUPAGE

SIGNATURE

Henry

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

#### CONTRACTOR

SIGNATURE

Matthew V. Crandall

PRINTED NAME

COO

PRINTED TITLE

2-6-2026

DATE



**SECTION 9 - MANDATORY FORM**  
**PM AND REPAIR SERVICES FOR AUTOMATIC AND MANUAL DOORS WITH THRESHOLD CLOSERS 24-032-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

|                       |                              |               |                               |
|-----------------------|------------------------------|---------------|-------------------------------|
| Full Name of Bidder   | Builders Chicago Corporation |               |                               |
| Main Business Address | 93 Martin Ln                 |               |                               |
| City, State, Zip Code | Elk Grove Village, IL 60007  |               |                               |
| Telephone Number      | 224-654-2122                 | Email Address | mcockburn@builderschicago.com |
| Bid Contact Person    | Matthew Cockburn             |               |                               |

The undersigned certifies that he is:

☒ the Owner/Sole Proprietor     
 ☐ a Member authorized to sign on behalf of the Partnership     
 ☐ an Officer of the Corporation     
 ☐ a Member of the Joint Venture

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

|                                                   |                                                        |
|---------------------------------------------------|--------------------------------------------------------|
| <u>Richard Crandall</u><br>(President or Partner) | <u>Matthew Crandall</u><br>(Vice-President or Partner) |
| <u>James Sykora</u><br>(Secretary or Partner)     | <u>Timothy Hanisch</u><br>(Treasurer or Partner)       |

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

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

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

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

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

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

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



Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

|                                                                                                                                                                                                                 |                                 |                                                                                                                              |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>CORRESPONDENCE TO CONTRACTOR:</b>                                                                                                                                                                            |                                 | <b>REMIT TO CONTRACTOR:</b>                                                                                                  |                              |
| NAME                                                                                                                                                                                                            | Builders Chicago corp.          | NAME                                                                                                                         | Builders Chicago Corporation |
| CONTACT                                                                                                                                                                                                         | Matthew Cockburn                | CONTACT                                                                                                                      | Vi Dang                      |
| ADDRESS                                                                                                                                                                                                         | 93 Martin Ln.                   | ADDRESS                                                                                                                      | 93 Martin Ln                 |
| CITY ST ZIP                                                                                                                                                                                                     | Elk Grove Village, IL 60007     | CITY ST ZIP                                                                                                                  | Elk Grove Village, IL 60007  |
| TX                                                                                                                                                                                                              | (224) 654-2122                  | TX                                                                                                                           | (224) 654-2122               |
| FX                                                                                                                                                                                                              |                                 | FX                                                                                                                           |                              |
| EMAIL                                                                                                                                                                                                           | Bcc Service@builderschicago.com | EMAIL                                                                                                                        | vdang@builderschicago.com    |
| <b>COUNTY BILL TO INFORMATION:</b>                                                                                                                                                                              |                                 | <b>COUNTY SHIP TO INFORMATION:</b>                                                                                           |                              |
| DuPage County Finance Department<br>421 North County Farm Road<br>Wheaton, IL 60187<br>TX: (630) 407-6193<br>EMAIL : <a href="mailto:FMAccountsPayable@dupagecounty.gov">FMAccountsPayable@dupagecounty.gov</a> |                                 | DuPage County, Various Locations<br>Attn : Mark Thomas<br>421 N County Farm Road<br>Wheaton, IL 60187<br>TX : (630) 407-5700 |                              |

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED, AND INSTALLED  
(FREIGHT INCLUDED IN PRICE)

### SECTION 7 - BID FORM PRICING

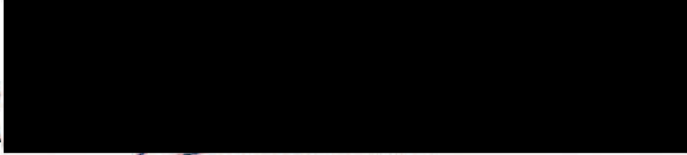
Vendor shall bid on a full two (2) year contract. Quantities indicate an approximation of two (2) year's requirements based on experience and are not binding on the County of DuPage. The quantities and items shown are for bid analysis purposes only.

F.O.B.: All materials are to be shipped F.O.B. Destination, delivered and installed.

| MAINTENANCE                                                                                                   |                                                                                                                                                                                      |            |              |              |                |                                    |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|--------------|----------------|------------------------------------|
| Includes two (2) planned service calls per year (6 months apart) for 88 doors for 2 years per specifications. |                                                                                                                                                                                      |            |              |              |                |                                    |
| NO.                                                                                                           | ITEM                                                                                                                                                                                 | QTY        | NO. OF CALLS | NO. OF YEARS | PRICE          | EXTENDED PRICE<br>(88x2x2) X Price |
| 1                                                                                                             | Planned Maintenance Service Call                                                                                                                                                     | 88         | 2            | 2            | \$ 48.00       | \$ 16,896.00                       |
| AS-NEEDED SERVICE CALLS OUTSIDE OF PLANNED MAINTENANCE SERVICE CALLS                                          |                                                                                                                                                                                      |            |              |              |                |                                    |
| NO.                                                                                                           | ITEM                                                                                                                                                                                 | EST. HOURS | NO. OF YEARS | PRICE        | EXTENDED PRICE |                                    |
| 2                                                                                                             | During Normal Hours<br>Monday – Friday<br>7:00 am - 4:30 pm                                                                                                                          | 40         | 2            | \$ 143.00    | \$ 11,440.00   |                                    |
| 3                                                                                                             | Outside Normal Hours<br>Monday - Friday & Saturday                                                                                                                                   | 12         | 2            | \$ 171.00    | \$ 4,104.00    |                                    |
| 4                                                                                                             | Outside Normal Hours<br>Sunday & Holidays                                                                                                                                            | 12         | 2            | \$ 198.00    | \$ 4,752.00    |                                    |
| PARTS                                                                                                         |                                                                                                                                                                                      |            |              |              |                |                                    |
| 5                                                                                                             | Parts Markup from Contractors Cost<br>\$25,000.00 x <u>18</u> % of Markup =<br>Contractor must provide OEM/Part sources invoices.<br>Example: \$25,000.00 x 10% Markup = \$27,500.00 |            |              |              |                | \$ 29,500.00                       |
| GRAND TOTAL                                                                                                   |                                                                                                                                                                                      |            |              |              | \$ 66,692.00   |                                    |
| GRAND TOTAL<br>(In words)      Sixty-Six Thousand Six-Hundred & Ninety-Two Dollars & Zero 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.

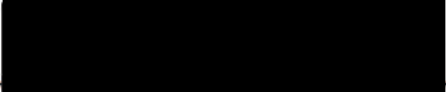
X 

(Signature and Title)

CORPORATE SEAL  
(If available)

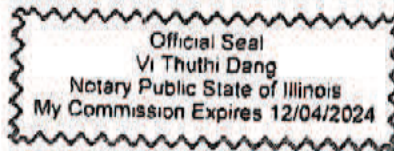
**BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION**

Subscribed and sworn to before me this 8<sup>th</sup> day of March AD, 2024



(Notary Public)

My Commission Expires: 12/04/2024



SEAL





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

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

|                 |                                      |
|-----------------|--------------------------------------|
| BID NUMBER:     | 24-032-FM                            |
| COMPANY NAME:   | Builders Chicago Corp.               |
| CONTACT PERSON: | Matthew V. Crandall                  |
| CONTACT EMAIL:  | Matthew.Crandall@builderschicago.com |

### Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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



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

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

☐ Yes

☒ No

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

| NAME | PHONE | EMAIL |
|------|-------|-------|
|      |       |       |
|      |       |       |
|      |       |       |

### **Section III: Violations**

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

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

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

[Ethics | DuPage Co, IL](#)

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

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

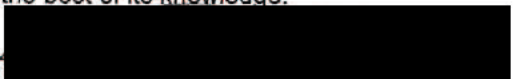
### **Section IV: Certification**

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

Printed Name:

Matthew V. Candell

Signature:



Title:

COV

Date:

2-6-2026