



# DU PAGE COUNTY

## Human Services

### Final Summary

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

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**Tuesday, May 6, 2025**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

Other Board members present: Member Lucy Evans, Member Saba Haider, Member Andrew Honig, and Member Yeena Yoo

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Conor McCarthy and Renee Zerante (State's Attorney Office), Tim Harbaugh and Catherine Figlewski (Facilities Management), Mary Catherine Wells, Keith Jorstad, Katrina Holman (Finance), Donna Weidman (Procurement), Mary Keating, Natasha Belli, and Julie Hamlin (Community Services), and Janelle Chadwick (Administrator of the DuPage Care Center)

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

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

Chair Schwarze welcomed the visiting county board members, Member Lucy Evans, Member Saba Haider, Member Andrew Honig, and Member Yeena Yoo.

He added that Mary Catherine Wells, the Deputy Chief Financial Officer, will speak regarding the small human services grant fund during 'Old Business'.

On May 14, Loaves & Fishes will be giving a tour of their updated facility at 1:00 p.m. There will be an opportunity to volunteer. Chair Schwarze encouraged all to attend. The staff will also be discussing the expansion plan for Loaves & Fishes.

Member LaPlante arrived at 9:32 a.m.

**5. APPROVAL OF MINUTES**

**5.A. [25-1211](#)**

Human Services Committee - Regular Meeting - Tuesday, April 15, 2025

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Kari Galassi

**6. COMMUNITY SERVICES - MARY KEATING****6.A. [FI-R-0070-25](#)**

Acceptance and appropriation of the Illinois Department of Healthcare and Family Services Access and Visitation Grant PY26 Intergovernmental Agreement No. 2026-55-024-IGA-B, Company 5000 - Accounting Unit 1670, in the amount of \$102,000. (Community Services)

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

**6.B. [FI-R-0072-25](#)**

Revision to Personnel Budget. (Community Services)

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

**7. DUPAGE CARE CENTER - JANELLE CHADWICK****7.A. [FI-R-0079-25](#)**

Acceptance and appropriation of additional funding for the DuPage Care Center Fund, Company 1200 - Accounting Unit 2040, in the amount of \$724,500. (DuPage Care Center)

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

**7.B. [HS-P-0021-25](#)**

Recommendation for the approval of a contract purchase order to AirGas USA, LLC, for liquid medical oxygen central supply system, for the DuPage Care Center, for the period June 1, 2025 through May 31, 2029, for a total contract amount not to exceed \$125,661.21; per bid #25-031-DCC.

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

7.C. [HS-P-0022-25](#)

Recommendation for the approval of a contract to Wight & Company, to provide Professional Architectural and Engineering Design, for modernization and upgrades to the DuPage Care Center East Building, for the period May 13, 2025 through May 31, 2026, for a contract total not to exceed \$724,500. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

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

7.D. [25-1212](#)

Recommendation for the approval of a contract purchase order to Medline Industries, for replacement recliners for the residents at the DuPage Care Center, for the period May 7, 2025 through November 30, 2025, for a contract total amount not to exceed \$27,949.45. Contract pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #2021003157).

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

## 8. BUDGET TRANSFERS

8.A. [25-1213](#)

Transfer of funds from account no's 5000-1765-50000 (regular salaries), 5000-1765-51010 (employer share I.M.R.F.), 5000-1765-51030 (employer share social security), 5000-1765-51040 (employee medical & hospital insurance), 5000-1765-53260 (wireless communication service), 5000-1765-53510 (travel expense), 5000-1765-53610 (instruction & schooling), and 5000-1765-52200 (operating supplies & materials), to account no's 5000-1765-52220 (wearing apparel) and 5000-1765-52240 (promotion materials) in the amount of \$21,176 to cover the purchase of uniform and promotional items for the 211 Illinois Program Grant. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Kari Galassi

**9. TRAVEL****9.A. [25-1214](#)**

Community Services Director to attend the NACo Annual Conference in Philadelphia, Pennsylvania from July 9, 2025 through July 15, 2025. Expenses to include registration, transportation, lodging, and per diems for an approximate total of \$3,720.

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

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

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

**10.A. [25-1215](#)**

Advacare Systems, Contract 6922-0001 SERV - This Purchase Order is decreasing in the amount of \$30,392.16 and closing due to purchase order has expired.

**10.B. [25-1216](#)**

KCI USA, Inc, Contract 6905-0001 SERV - This Purchase Order is decreasing in the amount of \$22,449.76 and closing due to purchase order has expired.

**10.C. [25-1217](#)**

McKesson Medical-Surgical Government Solutions, Contract 5328-0001 SERV - This Purchase Order is decreasing in the amount of \$453,494.87 and closing due to Purchase Order has expired.

**10.D. [25-1218](#)**

Performance Foodservice, Contract 6921-0001 SERV - This Purchase Order is decreasing in the amount of \$17,476.14 and closing due to Purchase Order has expired.

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

**11. RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.



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

Janelle Chadwick, Administrator of the DuPage Care Center, stated the dementia unit, 3 center, was approved by the Illinois Department of Public Health (IDPH) for occupancy yesterday. Three units have been completed, each experiencing a different process with the state. Variations occurred between different departments and/or staff such as licensure, certification, and healthcare regulation.

The Care Center has numerous people waiting to be admitted into the dementia unit in addition to their current residents.

The Care Center does not have any covid cases and is mask free.

Chair Schwarze asked about the residents moving from floor two to floor three. Ms. Chadwick replied that having been completed, the dementia unit moved with floor two to floor three. Technically, the Care Center is currently down three units. Ms. Chadwick expects to move the residents to 3center by Monday, which she anticipates will open some more space on floor three. Construction has already started on 2north and 2south, already completing the mitigation, with demolition expected to convene in some areas this week.

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

Mary Keating, Director of Community Services, gave an update on the Northern Illinois Food Bank's (NIFB) new registrants since January. NIFB has an online database that 21 agencies use but does not include the People's Resource Center and Loaves & Fishes. The numbers remain steady monthly between the 21 agencies tallied: January - 1569, February - 1494, March - 1514, and April - 1479. NIFB will be providing this data on an ongoing basis as requested.

Ms. Keating spoke regarding the president's proposed 2026 budget, which may affect all the services provided within Community Services.

In President Trump's first administration, he proposed the elimination of the same programs. Congress reinstated all of them. Staff will be keeping a close eye on the various committees and appropriations as they see the mark-ups. There are several coalitions from NACo to NACCED, such as coalitions for aging and coalitions for community action agencies that are reaching out to members of Congress. The legislative committee and/or Finance may want to engage their concerns to the Illinois members of Congress.

Member Cahill Cronin requested Ms. Keating report any updates from the NACo conference in July. Ms. Keating replied that NACo offers frequent webinars. They just completed 'the First 100 Days', providing updates on what is happening with executive orders, immigration, budgets, et al.

**14. OLD BUSINESS**

Mary Catherine gave an update on the small human services grant program, stating each of the six districts will receive \$175,000 for their constituents for food insecurity. There were 34 eligible applications, district 4 being the only district surpassing the \$175,000 allocation with agencies' requests totaling \$226,000.

Ms. Wells stated the members will receive the packet of applications by the close of business on May 6. The packet will include four things:

1. Directions
2. Summary spreadsheet showing the eligible projects
3. Staff review showing all the steps and contributors in the process, a more concise explanation of the project
4. The agencies' applications

The Finance team has established a return date of May 14 to submit recommendations, allowing for the members' selections to be on the May 20 Human Services agenda.

Member LaPlante felt the May 14 deadline will not be enough time for district 4 as they have a large amount of information to sift through. Member Galassi suggested that all other districts submit their findings before May 14 to ease the burden on the Finance Department and to allow district 4 to extend their review through May 15.

Chair Schwarze requested the members communicate with the rest of the members of their districts and be sure that they all agree on how they will fund their agencies. The chair asked for all questions to be directed at him, and he will attempt to answer what he can and be a buffer between the Finance Department, the Assistant State's Attorney, and the county board members. Chair Schwarze explained that any unspent dollars within each district under \$175,000 will remain in the food insecurity bank. There will be no sharing of funds between districts, which has been previously discussed and voted upon by the committee.

**15. NEW BUSINESS**

No new business was discussed.

**16. ADJOURNMENT**

With no further business, the meeting was adjourned at 9:56 AM.



## Minutes

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ROAD  
WHEATON, IL 60187  
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**File #:** 25-1211

**Agenda Date:** 5/6/2025

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Human Services

### Final Summary

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**Tuesday, April 15, 2025**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

Other Board members present: Member Sheila Rutledge (10:00 AM)

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Renee Zerante (State's Attorney's Office), Tim Harbaugh, Nick Jensen, and Catherine Figlewski (Facilities), Mary Catherine Wells, Keith Jorstad, and Katrina Holman (Finance), Valerie Calvente and Henry Kocker (Procurement), Mary Keating and Natasha Belli (Community Services), and Janelle Chadwick (DuPage Care Center).

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

**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

On behalf of Mike Haval, President and CEO of Loaves & Fishes Chair Schwarze invited the committee to tour the hub facility on May 14 at 1:00 p.m. to discuss their expansion plans and do some volunteering while there. The chair requested the secretary send an email to the committee members and have them RSVP via email.

Chair Schwarze referenced the small human services grant fund portal, which closed on April 4th. Staff are reviewing approximately 75 applications.

Mary Catherine Wells, the Deputy Chief Financial Officer, said her Finance team will finish reviewing the applications later this week. The qualifying applications will be sent to Conor McCarthy, the Assistant State's Attorney, for further review. On April 28th the executive grant fund team will review the applications, which include Mary Keating and Conor McCarthy. The eligible applicants will be presented at the following Human Services Committee meeting on May 6. The committee members will have a couple of weeks to select their grant recipients within their districts. From there it will go back to Human Services, Finance, and County Board, which should all be done in May or June. Chair Schwarze reiterated that organizations that did not get all the information submitted in a timely fashion were excluded from participating. Staff did a great job reaching out over the open portal during the application timeline requesting documentation. He commended the Finance team for their efforts.

Member LaPlante asked if there was verbiage in the application that laid out the parameters of the timeline with the application. Finance staff confirmed that they sent emails on the last day with reminders about missing information. Some members stated that some emails went to their spam and requested a paragraph be added to the application process next year that the deadline is non-negotiable. Chair Schwarze and Mary Catherine noted that the deadline information was very clear in the webinar.

## 5. APPROVAL OF MINUTES

### 5.A. [25-1055](#)

Human Services - Regular Meeting - Tuesday, April 1, 2025

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Kari Galassi

## 6. COMMUNITY SERVICES - MARY KEATING

### 6.A. [HS-R-0009-25](#)

Authorization to apply for PY2026 Title IIIIE Caregiver Resource Center Services Grant Funds from AgeGuide Northeastern Illinois. (Community Services)

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

### 6.B. [HS-R-0010-25](#)

Authorization to apply for FFY 2024 and FFY 2025 Section 5310 Grant Funds from the Regional Transportation Authority. (Community Services)

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

**7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING****7.A. [FI-R-0065-25](#)**

Recommendation for approval of Modification One to HOME Agreement HM21-02a between Catholic Charities, Diocese of Joliet, Inc. and the County of DuPage, increasing the amount of HOME funding by \$110,339 for a total HOME amount of \$410,339. (Community Development)

**RESULT:** APPROVED AND SENT TO FINANCE

**MOVER:** Lynn LaPlante

**SECONDER:** Paula Garcia

**8. DUPAGE CARE CENTER - JANELLE CHADWICK****8.A. [FI-R-0066-25](#)**

Additional appropriation for the DuPage Care Center Foundation Funded Projects Fund, Company 1200 - Accounting Unit 2105, in the amount of \$21,112. (DuPage Care Center)

**RESULT:** APPROVED AND SENT TO FINANCE

**MOVER:** Dawn DeSart

**SECONDER:** Kari Galassi

**8.B. [FM-P-0015-25](#)**

Recommendation for the approval of a contract to Groot Industries, Inc., to provide refuse disposal, recycling, and asbestos pick-up services for DuPage County facilities, for Facilities Management, for the period June 1, 2025 through May 31, 2026, for a contract total amount not to exceed \$126,843.06, per renewal option under bid #22-026-FM, second of three options to renew. (\$1,260 for Animal Services, \$40,800 for the Care Center, and \$84,783.06 for Facilities Management)

**RESULT:** APPROVED AND SENT TO FINANCE

**MOVER:** Lynn LaPlante

**SECONDER:** Kari Galassi

8.C. [FM-R-0001-25](#)

Amendment to Resolution FM-P-0015-25, issued to Groot Industries, Inc., for refuse disposal, recycling, and asbestos pick-up services, for Facilities Management. Expanding the scope of services to include an additional location for the Health Department and increasing the contracted rate per pick-up by 2%.

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

8.D. [HS-R-0011-25](#)

Resolution to rescind HS-P-0012-25 issued to Alco Sales & Service Company to provide Elite Ex-Long Term Beds for the DuPage Care Center. (Contract total amount of \$109,192.16)

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

8.E. [HS-P-0016-25](#)

Recommendation for the approval of a contract purchase order to Central DuPage Hospital Association D/B/A HealthLab, for patient phlebotomy and laboratory services, for the DuPage Care Center, for the period April 23, 2025 through April 22, 2026, for a total contract amount not to exceed \$40,000; under RFP #24-035-DCC renewal, first of three one-year optional renewals.

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

8.F. [HS-P-0018-25](#)

Recommendation for the approval of a contract purchase order to McKesson Medical Surgical Government Solutions, LLC, to furnish and deliver incontinent products for the DuPage Care Center, for the period June 30, 2025 through June 29, 2027, for a contract total amount not to exceed \$200,000; under MMCAP Contract #MMS2200736.

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

8.G. [HS-P-0019-25](#)

Recommendation for the approval of a contract purchase order to Professional Medical & Surgical Supply, Inc., to furnish and deliver ostomy, tracheostomy, urological and enteral supplies and services (Med B) and enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2025 through July 29, 2026, for a total contract not to exceed \$50,000; under bid renewal #22-040-DCC, third and final optional renewal.

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

8.H. [HS-P-0020-25](#)

Recommendation for the approval of a contract purchase order to Alco Sales & Services Co., for replacement of Elite Ex long-term beds, for the DuPage Care Center, for the period April 23, 2025 through April 22, 2026, for a contract amount not to exceed \$110,880; per bid #25-042-DCC.

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

9. **BUDGET TRANSFERS**9.A. [25-1056](#)

Transfer of funds from account no. 1400-5920-50010 (overtime) and account no. 1400-5920-53828 (contingencies) to account no. 1400-5920-51040 (employee medical & hospital insurance) in the amount of \$8,600 to cover the deficits in the budget line that were unanticipated when the FY25 budget was prepared. (Community Services' Family Center)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lynn LaPlante



9.B. [25-1057](#)

Transfer of funds from account no. 1000-1750-50000 (regular salaries) to account no. 1000-1750-50010 (overtime) in the amount of \$4,000 to cover employee overtime to assist the Information & Referral unit manage the client caseload while being short-staffed. (Community Services)

**RESULT:** APPROVED**MOVER:** Paula Garcia**SECONDER:** Kari Galassi**10. TRAVEL**10.A. [25-1058](#)

Community Services Administrator to attend the National Alliance to End Homelessness Conference in Washington D.C. from June 29, 2025 through July 3, 2025. Expenses to include registration, transportation, lodging, and per diems for approximate total of \$3,424. Grant funded. This travel was pre-approved by Human Services Chair Greg Schwarze to submit registration fees by an early deadline.

**RESULT:** APPROVED**MOVER:** Paula Garcia**SECONDER:** Kari Galassi10.B. [25-1059](#)

Community Services Housing and Community Development Planner to attend the National Alliance to End Homelessness Conference in Washington D.C. from June 29, 2025 through July 2, 2025. Expenses to include registration, transportation, lodging, and per diems for approximate total of \$2,866. Grant funded. This travel was pre-approved by Human Services Chair Greg Schwarze to submit registration fees by an early deadline.

**RESULT:** APPROVED**MOVER:** Lynn LaPlante**SECONDER:** Kari Galassi

**11. CONSENT ITEMS****11.A. [25-1060](#)**

360 Youth Services - Contract 6840-0001-SERV. This purchase order is decreasing in the amount of \$18,964.77 and closing due to purchase order has expired. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Kari Galassi

**12. INFORMATIONAL****12.A. [25-1061](#)**

GPN 007-25 LIHEAP HHS Grant PY26, Illinois Department of Commerce and Economic Opportunity, U.S. Department of Health and Human Services - \$3,657,594. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Kari Galassi

**12.B. [25-1062](#)**

GPN 008-25 LIHEAP State Supplemental Grant PY26, Illinois Department of Commerce and Economic Opportunity, U.S. Department of Health and Human Services - \$3,422,595. (Community Services)

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

**12.C. [25-1063](#)**

GPN 009-25 Weatherization DOE Grant PY26, Illinois Department of Commerce and Economic Opportunity, U.S. Department of Energy - \$638,116. (Community Services)

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

12.D. [25-1064](#)

GPN 010-25 Weatherization HHS Grant PY26, Illinois Department of Commerce and Economic Opportunity, U.S. Department of Health and Human Services - \$974,465. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Kari Galassi

12.E. [25-1065](#)

GPN 011-25 Weatherization State Grant PY26, Illinois Department of Commerce and Economic Opportunity - \$568,959. (Community Services)

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

**13. RESIDENCY WAIVERS - JANELLE CHADWICK****14. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**

Ms. Chadwick stated the Care Center has been covid free for weeks.

**14.A. Presentation and Discussion, Care Center Renovation Update, and East Building Buildout.**

Janelle Chadwick, Administrator of the DuPage Care Center, showed before and after photos of the current construction project at the Care Center via a PowerPoint presentation. In November 2022, the contract was originally approved and then amended and reduced to approximately \$31M on November 26, 2024.

The resident area renovation in 3N is complete and residents were moved in within the last ten (10) days. Ms. Chadwick stated the dementia unit, 3Center, has been approved by the architects and is pending the arrival of the clinical nurse surveyor from the Illinois Department of Public Health (IDPH). The unit consists of sixteen beds. Since the unit was under construction and the residents were relocated, the Care Center was not admitting new residents, reducing the dementia population over time to six residents.

The common area lighting and upgrades are complete, including 3South, the nursing and Finance areas, and finally ground south and ground east.

Wayfinding signage was added and made a huge impact.

Upgrades to the units include new windows with built-in blinds within the windowpanes and new cabinetry.

In the dementia unit, they found exterior windows built within the walls, which were removed for safety reasons for the dementia residents. Also, locking cabinets and shatterproof mirrors were installed.

The break areas have been moved behind the nurses' stations.

The east building, which is in the newer portion of the campus, houses the Medicare population and will be upgraded as part of the phase two construction. When they were delayed initially due to paperwork, they had to do two units at a time to catch up and currently they are three units down. Workers are doing mitigation on 2North, with 2Center and 2South to follow shortly. The units will all be down until 3Center is cleared for occupancy.

Tim Harbaugh, the Deputy Director of Facilities, said they hired a design firm and construction management firm. They would like to bring the contract for phase two to the County Board in May if there is a consensus with the committee. About 75% of the architectural design is needed to arrive at very firm construction dollars, which also will guarantee in the construction management contract that they will come in at the construction estimate rate. Mr. Harbaugh will come back to the County Board in August for the additional 25% and for all the construction activities. The current construction projects will end in June and Mr. Harbaugh is anticipating a seamless transition into the east building, which will take about one year to complete construction. The construction estimate comes to \$16.9M. The exact amount will be determined within the next 90 days for the County Board. Spending would start in February 2026 and not be committed until that time.

Nick Kottmeyer, the Chief Administrative Officer, stated the team, knowledge, and permitting are all in place and rolling directly into phase 2 will be the most cost effective and efficient at this time. Nick stated the \$17M in funding will come out of the Care Center's \$31M in reserves. He attributed the high reserves to Ms. Chadwick and her staff, due to achieving the 5 Star status for long-term care facilities, which determines the reimbursement rate from the state. The construction project consists of about 30 different pieces, which Janelle will have the final say and the ability to halt or minimize construction at any juncture. Mr. Kottmeyer stated there may be some Community Development Block Grant (CDBG) funding but expects most funding to be out of the Care Center reserves. Mr. Kottmeyer answered questions from the committee. Chair Schwarze stated that he met with Vice-Chair Garcia, Ms. Chadwick, and staff to discuss the renovation. At his suggestion they brought this presentation to this committee meeting for a consensus. This presentation will also be given at the Finance committee on April 22. The committee members all raised their hands in consensus for moving forward with phase two.

## **15. COMMUNITY SERVICES UPDATE - MARY KEATING**

Mary Keating, Director of Community Services, pointed out that the Grant Proposal Notifications (GPN's) on the agenda items 12.A. through 12. E. are just notifications that they are applying for the funds, an internal county requirement to notify the board.

Ms. Keating spoke regarding the termination of the Low Income Home Energy Assistance Program (LIHEAP) staff at Health and Human Services (HHS) at the federal level. The state advised that they are working with different federal HHS staff and LIHEAP funding is continuing to funnel from the federal government to the state and then to DuPage County. Ms. Keating added that she has not received any information on the senior services side from the Administration for Community Living (ACL) under HHS, which is where most of their federal senior services programs come from.

As we look at potential cuts to the Medicaid program, in addition to the residents at the Care Center, Community Services has about 2000 individuals in their CCP program on any given month. This program provides home based services to help people age in place as long as they can. All participants are required to be on Medicaid.

Ms. Keating reminded the committee that the Community Services Block Grant (CSBG) Advisory Committee will meet at 11:30 today. If you are available, they would appreciate everyone's attendance.

## **16. OLD BUSINESS**

### **16.A. Northern Illinois Food Bank Discussion**

Chair Schwarze stated after the Northern Illinois Food Bank (NIFB) presentation at the Human Services Committee on March 4, he met with Julie Yurko, Executive Director of NIFB, Dupage County Chair Deb Conroy, Human Services Vice Chair, Paula Garcia, and senior staff regarding the food insecurity program at the NIFB, which ends on June 30, 2025. The discussion led to a decision to continue the program through the end of the DuPage County fiscal year, November 30, 2025. They earmarked \$500,000 out of the \$1M budget set aside for food insecurity to continue the NIFB program. Chair Schwarze stated they will formally bring this request to the County Board for approval to which there were no objections from the committee.

## **17. NEW BUSINESS**

No new business was discussed.

## **18. ADJOURNMENT**

With no further business, the meeting was adjourned at 10:10 AM.



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**File #:** FI-R-0070-25

**Agenda Date:** 5/6/2025

**Agenda #:** 10.A.

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ACCEPTANCE AND APPROPRIATION OF THE  
ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
ACCESS AND VISITATION GRANT PY26  
INTERGOVERNMENTAL AGREEMENT NO. 2026-55-024-IGA-B  
COMPANY 5000 - ACCOUNTING UNIT 1670  
\$102,000

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Healthcare and Family Services that grant funds in the amount of \$102,000 (ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS) are available to be used to provide mediation services to never-married parents when ordered by the Circuit Court of DuPage County; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Intergovernmental Agreement No. 2026-55-024-IGA-B with the Illinois Department of Healthcare and Family Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHEMENT II); and

WHEREAS, the period of the Intergovernmental Agreement is from July 1, 2025 through June 30, 2026; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Intergovernmental Agreement No. 2026-55-024-IGA-B (ATTACHMENT II) between DuPage County and Illinois Department of Healthcare and Family Services 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 \$102,000 (ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS) be made to establish the Illinois Department of Healthcare and Family Services Access and Visitation Grant PY26, Company 5000 - Accounting Unit 1670, for the period July 1, 2025 through June 30, 2026; and

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

BE IT FURTHER RESOLVED that should state and/or federal funding cease for 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 13<sup>th</sup> day of May, 2025 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  
ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
ACCESS AND VISITATION GRANT PY26  
INTER-GOVERNMENTAL AGREEMENT NO. 2026-55-024-IGA-B  
COMPANY 5000 – ACCOUNTING UNIT 1670  
\$102,000

REVENUE

41000-0002 - Federal Operating Grant - HHS	\$	91,800
41400-0003 - State Operating Grant - IDHFS		<u>10,200</u>

TOTAL ANTICIPATED REVENUE	\$	<u><u>102,000</u></u>
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EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	83,097
51010-0000 - Employer Share I.M.R.F.		6,831
51030-0000 - Employer Share Social Security		6,357
51040-0000 - Employee Med & Hosp Insurance		<u>5,715</u>

TOTAL PERSONNEL	\$	<u><u>102,000</u></u>
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TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>102,000</u></u>
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**State of Illinois**  
**Intergovernmental Agreement**  
between  
**Illinois Department of Healthcare and Family Services**  
and  
**Community Services of DuPage County**  
Agreement No. 2026-55-024-IGA-B

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the **Illinois Department of Healthcare and Family Services** (hereinafter referred to as Department), and the **Community Services of DuPage County** (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

**WHEREAS** the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) (“Child Support Enforcement”); and

**WHEREAS** the Department seeks services to provide an Access and Visitation Program;

**WHEREAS** the Contractor desires to provide these services under the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## **ARTICLE 1 — DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

- 1.1 “Child Support Enforcement Program” means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2 The term “IV-D” refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3 The term “IV-D matter” is defined as all administrative and judicial proceedings involving the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients.
- 1.4 The term “non-IV-D” is defined as that which pertains to any support matter other than IV-D as defined in **Sections 1.2 and 1.3**.
- 1.5 The term “ALN” is defined as Assistance Listing Number. The Department’s Division of Child Support Enforcement’s ALN Number is 93.597.

## **ARTICLE 2 — TERM AND SCOPE**

- 2.1 **Term.** The term of this Agreement shall be from July 1, 2025 through June 30, 2026, unless the Agreement is otherwise terminated as set forth herein.
- 2.2 **Renewal.** This Agreement is not subject to renewal.

- 2.3 Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

### ARTICLE 3— TERMINATION OF AGREEMENT

- 3.1 Availability of Appropriation; Sufficiency of Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Contractor of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 3.2 Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 Termination For Cause.** In the event of Contractor's or the Department's failure to comply with a term of this Agreement, either party may provide written notice to the other of the breach. If such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days after such written notice, or within such time as reasonably determined by either party and specified in the notice, the non-breaching party may proceed to termination by serving a written notice of termination upon the breaching party, which shall immediately terminate this Agreement.
- 3.4 Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7 Other Termination Rights.** This Agreement may be terminated upon written notice by either party in the event of the following. The County, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services, which plan will address the cost for transition.
- 3.7.1** Failure of either party to maintain the representations, warranties and certifications set forth in this Agreement.
- 3.7.2** Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing

liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.

- 3.7.3 Material misrepresentation or falsification of any information provided by either party in the course of dealings between the parties.
- 3.7.4 Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

## ARTICLE 4— AGREEMENT MANAGEMENT AND NOTICES

- 4.1 **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting Contractor or Contractor's counsel.
- 4.2 **Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

Contractor:	Victoria Kappas DuPage County Family Center 422 N. County Farm Road Wheaton, IL 60187
Telephone:	630-407-2460
Email:	<a href="mailto:Victoria.Kappas@dupagecounty.gov">Victoria.Kappas@dupagecounty.gov</a>
Department:	Irene Curran Division of Child Support Services 115 S LaSalle, 18 <sup>th</sup> floor Chicago, Illinois 60603
Telephone:	312.814.4250
Email :	<a href="mailto:Irene.curran@illinois.gov">Irene.curran@illinois.gov</a>

## ARTICLE 5— RIGHTS AND RESPONSIBILITIES

### 5.1 Contractor's Performance of Services and Duties.

- 5.1.1 Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided copies of such upon Contractor's written request.

- 5.1.2** Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.

**5.2 Consultation and Performance Reviews.**

- 5.2.1** Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- 5.2.2** The Department may conduct a post-performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information.

**5.3 Contractor's Duties.** The Contractor shall

- 5.3.1** Provide access and visitation services to non-married parents who were ordered by the 18<sup>th</sup> Judicial Circuit Court for mediation services for the resolution of visitation and custody-related disputes including but not limited to the following listed services:
- 5.3.1.1** Mediation -The process whereby parents, with the help of a skilled and neutral mediator, can negotiate their differences. Mediation can help parents articulate their positions in a way that helps them reach their own resolution of their differences.
- 5.3.1.2** Assessment -A means of examining a parents' needs in areas such as health, education, employment and parenting skills. This may include referral.
- 5.3.1.3** Parenting education -This education can help give parents a basic framework for understanding the process and facing the challenges posed as their case moves through the legal system. Parenting education also can help parents understand and prepare for the effects their decisions will have on their lives and the lives of their children.
- a. Parenting Plans -Plans means a written description of the parental decision-making, parenting time, and residential arrangements that parents who do not live together agree upon for their children, which may include an assessment and referral.
- b. Supervised visitation and neutral drop off sites. A safe environment where an impartial third party controls the visitation activity.
- c. Evaluation Services. (In-house or consultant). Evaluation services means a comprehensive psychological evaluation requested by the court.
- 5.3.2** Provide the Department with a Monthly Report no later than the fifteenth (15) day of the following month of the activity being reported.
- 5.3.2.1** Monthly Reports shall include the following information for referred clients:
- a. child support payment history of participants;
- b. number of families participating, the number of children, the type of services provided, and the time period of the participants' involvement;
- c. demographic information on participating families including wage, educational level and occupation of both parents, and age and sex of each child;
- d. number of families who require further enforcement or drop out of the program and at what point of service either of these events occur;
- e. number of families moving from supervised to unsupervised visitation; and
- f. number of families completing specified services.

- 5.3.2.2** Monthly Reports shall be mailed to:  
Irene Curran, Contract Manager  
Division of Child Support Services  
115 S LaSalle 18<sup>th</sup> floor  
Chicago, Illinois 60603
- 5.3.2.3** Failure to provide Monthly Reports as indicated will result in the withholding of payment (**Section 6.3.3**).
- 5.3.3** Submit an acceptable Final Report to the Department, which shall be due within thirty (30) days after the conclusion of the Agreement term, per **Article 2**.
- 5.3.3.1** Final Report shall include the following information:
- A program narrative and overview of the access and visitation program implementation for the term of the Agreement, including information reported in **Section 5.3**, above; and
  - A statement of services rendered during the term of the Agreement.
- 5.3.3.2** Final Report shall be mailed to:  
Irene Curran, Contract Manager  
Division of Child Support Services  
115 S LaSalle 18<sup>th</sup> floor  
Chicago, Illinois 60603
- 5.3.3.3** Failure to provide a Final Report as indicated will result in the withholding of payment (**Section 6.3.3**).
- 5.3.4. Federal Tax Information.** In performance of this Agreement, the Contractor will not have access to any Federal Tax Information, as defined in IRS Publication 1075.
- 5.4 Department's Duties.** The Department shall pay the Contractor pursuant to **Article 6** of this Agreement for its performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses.
- 5.5 Joint Obligations.** Identifying information contained in the databases of both parties which are subject to the confidentiality provisions of federal and state statutes, rules and regulations. When confidential information is exchanged, the following rules shall apply: 1) the confidential nature of the information must be preserved; b) the information furnished must be used only for the purposes for which it was made available; c) assurance must be given that the proper steps shall be taken to safe guard the information; d) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute; e) agree that the data access shall be limited to the minimum extent necessary to accomplish a proper government purpose; and (f) the data shall be transmitted between the Parties in a secure and encrypted format.
- 5.5.1** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
- 5.5.1.1** Title IV-D of the Social Security Act, 42 USC section 651 et seq.
- 5.5.1.2** Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
- 5.5.1.3** Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
- 5.5.1.4** The Department's Child Support Enforcement Manual.
- 5.5.1.5** Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
- 5.5.1.6** Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

## ARTICLE 6 — BILLING AND PAYMENT

- 6.1 Amount of Payment.** The maximum amount of the Department's obligation under this Agreement is **\$102,000**. Contractor's budget (**Appendix A**) as approved by the Department is set forth in the Appendix and made a part hereof.
- 6.2 Billing.** Contractor shall submit reports to the Department of actual expenditures no later than the 15th day of the month following the month of service. Reports shall detail services performed by date and individual performing the services. Reports shall meet the following requirements:
- 6.2.1** All record keeping shall be in accordance with sound accounting standards.
- 6.2.2** The Contractor shall sign and submit to the Department reports of actual expenditures fifteen (15) calendar days following the month of such expenditures. The monthly reports shall include a signed statement certifying that 100% of the employee expenditures submitted were dedicated to the Access and Visitation Program, pursuant to 2 CFR part 225/A-87. The Department will authorize payment to the Contractor within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:
- Illinois Department of Healthcare and Family Services  
Division of Finance  
Expenditure Processing and Reconciliation Unit  
201 S. Grand Ave. E. 2<sup>nd</sup> floor  
Springfield, Illinois 62763
- 6.2.3** The Contractor agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Contractor staff filling positions indicated in **Appendix A** and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under **Article 6**, only those expenses or portions thereof stated in **Appendix A** are reimbursable. For non-personnel items, the Contractor agrees to provide proofs of payments, in the form of canceled checks, contractor invoices (stating paid in full) or any other proof that payment has been made. The Contractor agrees to provide time sheets for any temporary employees or contractual employees hired by the Contractor to fulfill the duties of this Agreement.
- 6.3. Reimbursement.** The Department shall reimburse Contractor for Contractor's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses. Reimbursement is subject to the following:
- 6.3.1** The Department shall not be liable to pay Contractor for any supplies provided or services performed, or expenses incurred prior to the term of this Agreement.
- 6.3.2** Reimbursement will be made in the amount expended to date of expenditure report.
- 6.3.3** All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.
- 6.3.4** The parties will make final determination of the necessary expenditures the Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by the Contractor. The Department will reimburse the Contractor for any underpayment of such finally determined expenditures and the Contractor shall reimburse the Department for any overpayment.
- 6.3.5** Reimbursements made by the Department pursuant to this Article shall constitute full payment owed to Contractor by the Department under Federal or State law for the duties

performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department for the performance of these duties.

- 6.3.6** Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.
- 6.3.7** All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this Agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.
- 6.3.8** If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 et seq.) shall apply.
- 6.3.9** Prior written approval from the Department's Agreement Manager must be secured by the Contractor in order to receive reimbursement for the following:
  - 6.3.9.1** The cost of new or additional leases or rental agreements for either real or personal property;
  - 6.3.9.2** The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within ten (10) business days for Electronic Data Processing (EDP) equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- 6.3.10** The Contractor shall be responsible for obtaining hardware, software and office equipment, maintenance agreements, excluding software purchased by the Department, and for purchasing supplies, i.e., paper, toner, ink cartridges, cleaning kits, etc.) for all equipment under this or any Agreement between the parties.
- 6.4 Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.
- 6.5. Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.

- 6.6. Travel.** Payment for approved travel expenses will be made by the Department in accordance with the Department's Employee Travel regulations. Requests for travel expenses must be approved prior to the travel dates to be eligible for reimbursement.
- 6.7. State Fiscal Year.**
- 6.7.1** Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed, and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 5 of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 5 may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
- 6.7.2** All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.
- 6.7.3** It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose, nor shall they constitute a breach.

## **ARTICLE 7 — GENERAL TERMS**

- 7.1 Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 7.3 Assignment and Subcontracting.** After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:
- 7.3.1** The terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated.
- 7.3.2** Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.
- 7.3.3** Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- 7.4 Audits and Records.**
- 7.4.1 Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services,



the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement (“Authorized Persons”), and Contractor agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor’s books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.

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

**7.4.3 Audit Requirements.**

**7.4.3.1** This Paragraph applies to Grantees that are not “for-profit” entities.

**7.4.3.2 Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

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

- a.** If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, 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 based on the Grantee’s risk profile.
- b.** If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
- c.** If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.
- d.** If Grantee does not meet the requirements in subsections 7.4.3(b) and 7.4.3(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.

- e. Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.
- 7.4.4 Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.
- 7.4.5 Delinquent Reports.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.
- 7.4.6 Retention of Records.** Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.
- 7.5 Background Checks.** The Department reserves the right to conduct background checks of Contractor's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately.
- 7.6 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.
- 7.7 Confidentiality.**
  - 7.7.1 Proprietary Information.** Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the

interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

**7.7.2 Confidentiality of Program Recipient Identification.** Personally identifiable information maintained by both Parties is subject to the confidentiality provisions of Federal and State statutes, rules and regulations, including, but not limited to, Title XIX of the *Social Security Act* (42 USC 1396 et seq.). When personally identifiable information is exchanged or shared by Contractor and HFS, the following rules shall apply: (i) the confidential nature of the information must be preserved; (ii) the information furnished must be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation. The release of personally identifiable information, data or records by either Party and/or their respective staff to any unauthorized person may subject HFS or Contractor and their respective staff to criminal and/or civil penalties as imposed by law.

**7.8 Disputes Between Contractor and Other Parties.** Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.

**7.9 Fraud and Abuse.** Contractor shall report in writing to the Department's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Contractor's staff, Contractor's subcontractors, Department employees or Department's contractor. Contractor shall make this report within three days of first suspecting fraud, abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, the Contractor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Contractor must report to OIG as described in the first sentence above. Contractor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. The Contractor shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes the Contractor or subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

**7.10 Gifts.** Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

**7.11 Indemnification.**

**7.11.1** Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits,

losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

**7.11.2** Neither party shall be liable for incidental, special or consequential damages.

**7.11.3** Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.

**7.12 Media Relations and Public Information.** Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.

**7.13 Multiple Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered to be one and the same document, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

**7.14 Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

**7.15 Non-solicitation of Employees.** Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this agreement.

**7.16 Purchase of Equipment.**

**7.16.1** Contractor shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in Contractor's performance under this Agreement and having a useful life of two years or more and an acquisition cost of at least \$100. Contractor acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require.

- 7.16.2** Contractor shall review, verify, sign and note any discrepancies on inventory lists submitted by the Department's Electronic Data Processing (EDP) and Non-EDP equipment. The Contractor shall submit inventory reports no later than thirty (30) calendar days after the receipt to the Department as per instructions provided with these reports.
- 7.17 Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:
- 7.17.1** Provisions apply to successive events and transactions;
- 7.17.2** "Or" is not exclusive;
- 7.17.3** References to statutes and rules include subsequent amendments and successors thereto;
- 7.17.4** The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- 7.17.5** If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- 7.17.6** "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- 7.17.7** Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- 7.17.8** Words in the plural which should be singular by context shall be so read, and vice versa.
- 7.17.9** References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering Contractor under the Illinois Public Aid Code (305 ILCS 5/1-1 et seq.).
- 7.18 Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 7.19 Sexual Harassment.** Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.
- 7.20 Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## ARTICLE 8 - CERTIFICATIONS

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

### 8.1 General Warranties of Contractor.

- 8.1.1** The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.
- 8.1.2** The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.
- 8.1.3** For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.

- 8.1.4** Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.
- 8.2 Bribery.** Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
- 8.3 Child Support.** Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:
- 8.3.1** Proof of payment of past due amounts in full;
- 8.3.2** Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or
- 8.3.3** Proof of entry into payment arrangements acceptable to the appropriate State agency.
- 8.4 Conflict of Interest.** Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.
- 8.5 Excluded Individuals/Entities.** Contractor shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Agreement and at least annually thereafter, by:
- 8.5.1** Requiring that current or prospective employees, contractors or sub-contractors to disclose whether they are Excluded Individuals/Entities; and
- 8.5.2** Reviewing the list of sanctioned persons maintained by the Department's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>).
- 8.5.3** For purposes under this section, "Excluded Individual/Entity" shall mean a person or entity which:
- 8.5.3.1** Under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, or as the result of a settlement agreement has voluntarily withdrawn from participation in, any program under federal law, including any program under Titles IV, XVIII, XIX, XX or XXI of the Social Security Act;
- 8.5.3.2** Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or
- 8.5.3.3** Has been convicted of a criminal offense related to the provision of items or services to a federal, state or local government entity within the last ten (10) years.
- 8.5.4** Contractor shall terminate its relations with any employee, contractor or sub-contractor immediately upon learning that such employee, contractor or sub-contractor meets the definition of an Excluded Individual/Entity and shall notify the OIG of the termination.
- 8.6 Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed **Attachment A** and certifies, under penalties of perjury, that the information contained thereon is correct.
- 8.7 Legal Ability To Contract:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 8.7.1** Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- 8.7.2** Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- 8.7.3** Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 8.7.4** Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 8.7.5** Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any “discriminatory club” (775 ILCS 25/2).
- 8.7.6** Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- 8.7.7** Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 8.7.8** Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, “Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated.”
- 8.7.9** Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors 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 (EO No. 1 (2007)).
- 8.8 Licenses and Certificates.** Contractor and Contractor’s principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a subcontractor; provided however, Contractor's use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.
- 8.9 New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 8.10 Non solicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of

this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due Contractor such commission, percentage, brokerage fee, gift or contingent fee.

**8.11 Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., as applicable.

**8.12 Revolving Door.** Contractor is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.

**In Witness Whereof**, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

THE STATE OF ILLINOIS  
DEPARTMENT OF HEALTHCARE  
AND FAMILY SERVICES

COMMUNITY SERVICES OF  
DUPAGE COUNTY

By: \_\_\_\_\_  
Elizabeth M. Whitehorn, Director

By: \_\_\_\_\_  
Mary A. Keating, Director

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

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



## APPENDIX A

### COMMUNITY SERVICES OF DUPAGE COUNTY'S BUDGET

JULY 1, 2025 THROUGH JUNE 30, 2026

Individual Line-Item Amounts Are Estimated

	SFY 26 Budget
<b>Personnel Services</b>	
Full-Time Salaries	\$83,097.00
IMRF	\$6,831.00
SS	\$6,357.00
Insurance	\$5,715.00
SUBTOTAL PERSONNEL SERVICES	\$102,000.00
<b>Non-Personnel Services</b>	
Contractual Services	\$0
Travel	\$0
SUBTOTAL NON-PERSONNEL SERVICES	\$0
PERSONNEL SERVICES SUBTOTAL	\$102,000
NON PERSONNEL SERVICES SUBTOTAL	\$0
<b>GRAND TOTAL</b>	<b>\$102,000.00</b>

## Attachment A

### Taxpayer Identification Certification

- A. Contractor certifies that:
1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); **and**
  2. Contractor is not subject to backup withholding because:
    - (a) Contractor is exempt from backup withholding, or
    - (b) Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
    - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding, **and**
  3. Contractor is a U.S. person (including a U.S. resident alien).

B. Contractor's Name: **DuPage County Community Services**

C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN): \_\_\_\_\_

**or**

Employer Identification Number (EIN): **36-6006551**

*(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

D. Contractor's Legal Status (*check one*):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical or health care services	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp)
<input type="checkbox"/> Corporation NOT providing or billing medical or health care services	<input type="checkbox"/> Other:

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE COMMUNITY SERVICES OF DUPAGE COUNTY.

\_\_\_\_\_  
Mary A. Keating, Director

\_\_\_\_\_  
Date



## Finance Resolution

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

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**File #:** FI-R-0072-25

**Agenda Date:** 5/6/2025

**Agenda #:** 10.B.

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### REVISION TO PERSONNEL BUDGET COMMUNITY SERVICES DEPARTMENT

WHEREAS, the DuPage County Board has approved personnel budgets for all County departments; and

WHEREAS, there are times when it is necessary to revise those budgets to insure efficient and effective County operations.

NOW, THEREFORE, BE IT RESOLVED that the Personnel Budget for the Community Services Department be revised to reflect the addition of;

#### Full-Time

5000-1720 Activity Code 25-703S (4) Administrative Specialist  
Process Level CB002  
Grade 110  
Salary Range \$39,919.71 - \$66,533.88

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the County Board and the Human Resources Department.

Enacted and approved this 13<sup>th</sup> day of May, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



## Finance Resolution

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

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**File #:** FI-R-0079-25

**Agenda Date:** 5/6/2025

**Agenda #:** 10.C.

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ADDITIONAL APPROPRIATION FOR  
THE DUPAGE CARE CENTER FUND  
COMPANY 1200 - ACCOUNTING UNIT 2040  
\$724,500

WHEREAS, appropriations for the DUPAGE CARE CENTER FUND for Fiscal Year 2025 were adopted by the County Board pursuant to Ordinance FI-O-0010-24; and

WHEREAS, due to the need for professional architectural and engineering design, for modernization and upgrades to the DuPage Care Center East Building, there is a need for an additional appropriation in the DUPAGE CARE CENTER FUND, COMPANY 1200 - ACCOUNTING UNIT 2040, in the amount of \$724,500 (SEVEN HUNDRED TWENTY-FOUR THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the DUPAGE CARE CENTER FUND, COMPANY 1200 - ACCOUNTING UNIT 2040, to support an additional appropriation of \$724,500 (SEVEN HUNDRED TWENTY-FOUR THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of \$724,500 (SEVEN HUNDRED TWENTY-FOUR THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) in the DUPAGE CARE CENTER FUND, COMPANY 1200 - ACCOUNTING UNIT 2040, 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 additional appropriation (Attachment) in the amount of \$724,500 (SEVEN HUNDRED TWENTY-FOUR THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) in the DUPAGE CARE CENTER FUND, COMPANY 1200 - ACCOUNTING UNIT 2040, is hereby approved and added to the Fiscal Year 2025 Appropriation Ordinance.

Enacted and approved this 13<sup>th</sup> day of May, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR  
THE DUPAGE CARE CENTER FUND  
COMPANY 1200, ACCOUNTING UNIT 2040  
\$724,500

FUNDING SOURCE

30000-0000 – Fund Balance – Unassigned	\$724,500
TOTAL FUNDING SOURCE	<u>\$724,500</u>

EXPENDITURES

CAPITAL OUTLAY

54010-0000 – Building Improvements	\$724,500
TOTAL CAPITAL OUTLAY	<u>\$724,500</u>
TOTAL ADDITIONAL APPROPRIATION	<u>\$724,500</u>



## 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-0021-25

**Agenda Date:** 5/6/2025

**Agenda #:** 15.A.

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AWARDING RESOLUTION ISSUED TO  
AIRGAS USA, LLC  
FOR LIQUID MEDICAL OXYGEN CENTRAL SUPPLY SYSTEM  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$125,661.21)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to AirGas USA, LLC, for liquid medical oxygen central supply system, for the period of June 1, 2025 through May 31, 2029, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for liquid medical oxygen central supply system, for the period of June 1, 2025 through May 31, 2029 for the DuPage Care Center per bid #25-031-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to AirGas USA, LLC 1250 West Washington Street, West Chicago, Illinois 60185, for a contract total amount of \$125,661.21.

Enacted and approved this 13th day of May, 2025 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#: 25-1137	RFP, BID, QUOTE OR RENEWAL #: 25-031-DCC	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: \$125,661.21
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$125,661.21
	CURRENT TERM TOTAL COST: \$125,661.21	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD:
Vendor Information		Department Information	
VENDOR: AirGas USA, LLC	VENDOR #: 10674	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Joel Thoms	VENDOR CONTACT PHONE: 630-231-7760	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: joel.thoms@airgas.com	VENDOR WEBSITE:	DEPT REQ #: 7507	
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.). Recommendation for the approval of a contract to AirGas USA, LLC for liquid medical oxygen central supply system for the DuPage Care Center, for the period 06/01/25 through 05/31/29, for a total contract amount not to exceed \$125,661.21, per bid #25-031-DCC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Providing medical grade oxygen is a medical necessity for some residents here at the DuPage Care Center. These residents have physician's order stating the need for oxygen. This oxygen is provided in bulk from the distribution through the central oxygen system at the DuPage Care Center to those locations that have oxygen outlets. 91 invitations were sent 2 vendors requested documents 2 vendors submitted bids - Linde Gas & Equipment deemed non-responsive for not providing price as requested, therefore AirGas USA, LLC was the most responsive, responsible bidder.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: AirGas USA, LLC	Vendor#: 10674	Dept: DuPage Care Center	Division: Clinical Support
Attn: Joel Thoms	Email: Joel.thoms@airgas.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: 1250 W. Washington Street	City: West Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60185	State: IL	Zip: 60187
Phone: 630-231-7760	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: AirGas USA, LLC	Vendor#: 10674	Dept: DuPage Care Center	Division: Clinical Support
Attn:	Email:	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: 1250 W. Washington Street	City: West Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60185	State: IL	Zip: 60187
Phone: 630-231-7760	Fax:	Phone: 630-784-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): June 1, 2025	Contract End Date (PO25): May 31, 2029



**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		rental of liquid medical oxygen exterior supply system	FY25	1200	2075	53410		3,660.00	3,660.00
2	1	EA		Bulk liquid medical oxygen & emergency delivery	FY25	1200	2075	52320		12,047.78	12,047.78
3	1	EA		rental of liquid medical oxygen exterior supply system	FY26	1200	2075	53410		7,320.00	7,320.00
4	1	EA		Bulk liquid medical oxygen & emergency delivery	FY26	1200	2075	52320		24,095.22	24,095.22
5	1	EA		rental of liquid medical oxygen exterior supply system	FY27	1200	2075	53410		7,320.00	7,320.00
6	1	EA		Bulk liquid medical oxygen & emergency delivery	FY27	1200	2075	52320		24,095.22	24,095.22
7	1	EA		rental of liquid medical oxygen exterior supply system	FY28	1200	2075	53410		7,320.00	7,320.00
8	1	EA		Bulk liquid medical oxygen & emergency delivery	FY28	1200	2075	52320		24,095.22	24,095.22
9	1	EA		rental of liquid medical oxygen exterior supply system	FY29	1200	2075	53410		3,660.00	3,660.00
10	1	EA		Bulk liquid medical oxygen & emergency delivery	FY29	1200	2075	52320		12,047.78	12,047.78
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 125,661.22

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Recommendation for the approval of a contract to AirGas USA, LLC for liquid medical oxygen central supply system for the DuPage Care Center, for the period 06/01/25 through 05/31/29, for a total contract amount not to exceed \$125,661.21, per bid #25-031-DCC.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. May 6, 2025 Human Services Committee      May 13, 2025 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
LIQUID MEDICAL OXYGEN CENTRAL  
SUPPLY SYSTEM 25-031-DCC  
BID TABULATION**

✓

				Airgas, Inc. dba Airgas USA, LLC	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
YEAR 1					
1	Leased Liquid Medical Oxygen Exterior Supply System	MO	12	\$ 600.00	\$ 7,200.00
2	Bulk Liquid Medical Oxygen – Regular Delivery (Monday – Friday, 7:00 a.m. – 3:00 p.m.)	GAL	24,000	\$ 1.00137	\$ 24,032.88
3	Bulk Liquid Medical Oxygen – Emergency Delivery: Evenings (after 3 p.m.), Weekends & Holidays	GAL	20	\$ 1.00137	\$ 20.03
YEAR 1 TOTAL					\$ 31,252.91
YEAR 2					
4	Leased Liquid Medical Oxygen Exterior Supply System	MO	12	\$ 600.00	\$ 7,200.00
5	Bulk Liquid Medical Oxygen – Regular Delivery (Monday – Friday, 7:00 a.m. – 3:00 p.m.)	GAL	24,000	\$ 1.00137	\$ 24,032.88
6	Bulk Liquid Medical Oxygen – Emergency Delivery: Evenings (after 3 p.m.), Weekends & Holidays	GAL	20	\$ 1.00137	\$ 20.03
YEAR 2 TOTAL					\$ 31,252.91
YEAR 3					
7	Leased Liquid Medical Oxygen Exterior Supply System	MO	12	\$ 620.00	\$ 7,440.00
8	Bulk Liquid Medical Oxygen – Regular Delivery (Monday – Friday, 7:00 a.m. – 3:00 p.m.)	GAL	24,000	\$ 1.0049	\$ 24,117.60
9	Bulk Liquid Medical Oxygen – Emergency Delivery: Evenings (after 3 p.m.), Weekends & Holidays	GAL	20	\$ 1.0049	\$ 20.10
YEAR 3 TOTAL					\$ 31,577.70

				Airgas, Inc. dba Airgas USA, LLC	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
YEAR 4					
10	Leased Liquid Medical Oxygen Exterior Supply System	MO	12	\$ 620.00	\$ 7,440.00
11	Bulk Liquid Medical Oxygen – Regular Delivery (Monday – Friday, 7:00 a.m. – 3:00 p.m.)	GAL	24,000	\$ 1.0049	\$ 24,117.60
12	Bulk Liquid Medical Oxygen – Emergency Delivery: Evenings (after 3 p.m.), Weekends & Holidays	GAL	20	\$ 1.0049	\$ 20.10
YEAR 4 TOTAL					\$ 31,577.70
GRAND TOTAL					\$ 125,661.21

#### NOTES

1. Linde Gas & Equipment Inc. has been deemed non-responsive for not providing price as requested.
2. There are seven (7) corrections to Airgas USA, LLC's bid tab.
  - a. NO. 2 when calculated (24,000 X \$1.00137) resulted in an increase of \$0.88 and adjusted Extended Price of \$24,032.88.
  - b. YEAR 1 TOTAL corrected from \$31,252.03 to \$31,252.91.
  - c. NO. 5 when calculated (24,000 X \$1.00137) resulted in an increase of \$0.88 and adjusted Extended Price of \$24,032.88.
  - d. YEAR 2 TOTAL corrected from \$31,252.03 to \$31,252.91.
  - e. YEAR 3 when calculated (\$7,440.00 + \$24,117.60 + \$20.10) resulted in a decrease of (\$0.88) and adjusted total of \$31,577.70.
  - f. YEAR 4 when calculated (\$7,440.00 + \$24,117.60 + \$20.10) resulted in a decrease of (\$0.88) and adjusted total of \$31,577.70.
  - g. GRAND TOTAL corrected from \$125,661.22 to \$125,661.21.

Bid Opening 4/15/25 @ 2:30 PM	BR, SR
Invitations Sent	91
Total Vendors Requesting Documents	2
Total Bid Responses	2

## BID PRICING FORM

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-031-DCC
COMPANY NAME:	Airgas USA LLC
CONTACT PERSON:	Joel Thoms
CONTACT EMAIL:	joel.thoms@airgas.com

### Section II: Pricing

Contractor shall provide pricing for the initial one-year contract term, as well as for the three optional renewal periods. Quantities listed are estimates and used for bid canvassing purposes only. All goods are to be shipped F.O.B. Destination and delivered to 400 N. County Farm Road, Wheaton IL 60167.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
<b>YEAR 1</b>					
1	Leased Liquid Medical Oxygen Exterior Supply System	MO	12	\$ 600.00	\$ 7,200
2	Bulk Liquid Medical Oxygen – Regular Delivery (Monday – Friday, 7:00 a.m. – 3:00 p.m.)	GAL	24,000	\$ 1.00137/6	\$ 24,032
3	Bulk Liquid Medical Oxygen – Emergency Delivery: Evenings (after 3 p.m.), Weekends & Holidays	GAL	20	\$ 1.00137/6	\$ 20.03
YEAR 1 TOTAL					\$ 31,252.03
<b>YEAR 2</b>					
4	Leased Liquid Medical Oxygen Exterior Supply System	MO	12	\$ 600.00	\$ 7,200
5	Bulk Liquid Medical Oxygen – Regular Delivery (Monday – Friday, 7:00 a.m. – 3:00 p.m.)	GAL	24,000	\$ 1.00137	\$ 24,032
6	Bulk Liquid Medical Oxygen – Emergency Delivery: Evenings (after 3 p.m.), Weekends & Holidays	GAL	20	\$ 1.00137	\$ 20.03
YEAR 2 TOTAL					\$ 31,252.03

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
<b>YEAR 3</b>					
7	Leased Liquid Medical Oxygen Exterior Supply System	MO	12	\$ 620.00	\$ 7,440
8	Bulk Liquid Medical Oxygen -- Regular Delivery (Monday -- Friday, 7:00 a.m. -- 3:00 p.m.)	GAL	24,000	\$ 1.0049	\$ 24,117.60
9	Bulk Liquid Medical Oxygen -- Emergency Delivery: Evenings (after 3 p.m.), Weekends & Holidays	GAL	20	\$ 1.0049	\$ 20.10
YEAR 3 TOTAL					\$ 31,578.59
<b>YEAR 4</b>					
10	Leased Liquid Medical Oxygen Exterior Supply System	MO	12	\$ 620.00	\$ 7,440
11	Bulk Liquid Medical Oxygen -- Regular Delivery (Monday -- Friday, 7:00 a.m. -- 3:00 p.m.)	GAL	24,000	\$ 1.0049	\$ 24,117.60
12	Bulk Liquid Medical Oxygen -- Emergency Delivery: Evenings (after 3 p.m.), Weekends & Holidays	GAL	20	\$ 1.0049	\$ 20.10
YEAR 4 TOTAL					\$ 31,578.59
GRAND TOTAL					\$ 125,661.22
<b>GRAND TOTAL</b> (In words) One Hundred Twenty-Five Thousand, Six Hundred Sixty-One Dollars and Twenty-Two cents.					

### Section III: Certification

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

Signature on File

Printed Name: Joel Thoms Signature: \_\_\_\_\_

Title: Healthcare Specialist Date: 4/2/2025



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

## MANDATORY FORM

### Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-031-DCC
COMPANY NAME:	Airgas USA LLC
MAIN ADDRESS:	1250 W Washington St.
CITY, STATE, ZIP CODE:	West Chicago, IL 60185
TELEPHONE NO.:	630-231-7760
BID CONTACT PERSON:	Joel Thoms
CONTACT EMAIL:	Joel.Thoms@airgas.com

### Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:		NAME:	
CONTACT:		CONTACT:	
ADDRESS:		ADDRESS:	
CITY, ST., ZIP:		CITY, ST., ZIP:	
PHONE NO.:		PHONE NO.:	
EMAIL:		EMAIL:	

**Section III: Certification**

The undersigned certifies that they are:

☐ The Owner or Sole  
Proprietor

☐ A Member authorized to  
sign on behalf of the  
Partnership

☒ An Officer of the  
Corporation

☐ A Member of the Joint  
Venture

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

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

Megan Specht  
(Vice-President or Partner)

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

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

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

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

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

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

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

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

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

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

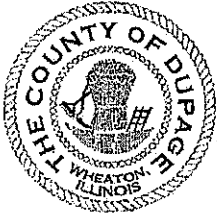
By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

**Signature on File**

Printed Name: Megan Specht

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

Title: VP Healthcare & Life Sciences Date: 4-2-2025



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

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-031-DCC
COMPANY NAME:	Airgas USA LLC
CONTACT PERSON:	Joel Thoms
CONTACT EMAIL:	Joel.Thoms@airgas.com

### Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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



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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

### **Section III: Violations**

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

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

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

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

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

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

### **Section IV: Certification**

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

Printed Name: Joel Thoms

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

**Signature on File**

Title: Healthcare Specialist

Date: 3/26/2025



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

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

**File #:** HS-P-0022-25

**Agenda Date:** 5/6/2025

**Agenda #:** 15.B.

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND WIGHT & COMPANY  
TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES  
FOR EAST BUILDING IMPROVEMENTS  
AT THE DUPAGE CARE CENTER

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes, pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106 *et. seq.*; and

WHEREAS, the DuPage Care Center East Building was originally constructed in approximately 1993, and

WHEREAS, the Human Services Committee has identified necessary improvements to the DuPage Care Center, including design and construction refurbishment and renovation of the East Building of the Care Center (hereinafter the "Project"); and

WHEREAS, the COUNTY requires professional architectural, structural, mechanical, electrical, plumbing engineering, and landscape architectural services for the Project, which services may include but are not limited to: Conceptual Design, Schematic Design, Design Development, Construction Documentation, Bidding and Permits and Construction Contract Administration; and

WHEREAS, Wight & Company (hereinafter "CONSULTANT") has experience and expertise providing professional architectural and engineering services of this nature and is willing to perform the required design services, as ordered by the County, for an amount not to exceed seven hundred twenty-four thousand, five hundred dollars and no cents (\$724,500.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process, in compliance with 50 ILCS 510/.01 *et seq.* and Section 2-353 of the DuPage County Procurement Ordinance; and

WHEREAS, the Human Services Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT to retain CONSULTANT's professional services in connection with the Project, at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Wight & Company is hereby accepted and approved in an amount not to exceed seven hundred twenty-four thousand, five hundred dollars and no cents (\$724,500.00) and the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of the Resolution to Wight & Company, 2500 North Frontage Road Darien, Illinois 60561, and to the DuPage Care Center.

Enacted and approved on this 13<sup>th</sup> day of May 2025, Wheaton, Illinois.

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

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-1141	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$724,500.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$724,500.00
	CURRENT TERM TOTAL COST: \$724,500.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Wight & Company	VENDOR #: 10076	DEPT: DuPage Care Center	DEPT CONTACT NAME: Janelle Chadwick/Nick Jensen
VENDOR CONTACT: Jason Dwyer	VENDOR CONTACT PHONE: 630-969-7000	DEPT CONTACT PHONE #: 630-784-4202/630-407-5670	DEPT CONTACT EMAIL: Janelle.chadwick@dupagecounty.gov & Nicholas.Jensen@dupagecounty.gov
VENDOR CONTACT EMAIL: jdwyer@wightco.com	VENDOR WEBSITE:	DEPT REQ #: 7506	

#### 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.). Recommendation for the approval of a contract to Wight & Company to provide Professional Architectural and Engineering Design, for modernization and upgrades to the DuPage Care Center East Building, for the period May 13, 2025 through May 31, 2026, for a contract total not to exceed \$724,500.00, Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/.01 et. seq.

**JUSTIFICATION** Summarize why this procurement is necessary and what objectives will be accomplished  
Phase I of the Care Center renovation project was awarded on November 9, 2022, and amended on November 26, 2024. This work included a complete overhaul of the North building, South/Center buildings and entrance to the Care Center. This contract represents Phase II and includes the renovation of the East Building, specifically architectural and engineering design, construction and IDPH permitting, and Construction Manager at Risk services to oversee the project. This work will be awarded in two contracts, this first contract awards 75% of the architectural and engineering design, required to develop the construction costs (the guaranteed maximum price).

### 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.

PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. A Statement of Interest was issued for Professional Architectural and Engineering Services as well as Professional Construction Manager At Risk (G-Max) services for modernization and upgrades to the DuPage Care Center East Building. Seven firms responded and three firms were interviewed. Wight & company was determined to possess the qualified staff to provide Professional Architectural and Engineering services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Recommendation for the approval of contract to Wight & Company to provide Professional Architectural and Engineering Design Services, for the modernization and upgrades to the East building , for the DuPage Care Center, for the period May 13, 2025 through May 31, 2026, for a contract total not to exceed \$724,500.00, Professional Services. 2) Select another firm to provide these consulting services. However, staff does not recommend this, and has determined that Wight & Company, possesses the qualified architectural and engineering staff to provide professional consulting services on behalf of the County.

## 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

Send Purchase Order To:		Send Invoices To:	
Vendor: Wight & Company	Vendor#: 10076	Dept: DuPage Care Center	Division: Facilities Management
Attn: Jason Dwyer	Email: jdwyer@wightco.com	Attn: Facilities Management Accounts Payable	Email: FMAccountsPayable@dupagecounty.gov
Address: 2500 North Frontage Rd.	City: Darien	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60561	State: IL	Zip: 60187
Phone: 630-969-7000	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
Send Payments To:		Ship to:	
Vendor: Wight & Company	Vendor#: 10076	Dept: DuPage Care Center	Division:
Attn:	Email:	Attn: Facilities Management	Email: Nicholas.Jensen@dupagecounty.gov
Address:	City:	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip:	State: IL	Zip: 60187
Phone: 630-969-7000	Fax:	Phone: 630-784-4435	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 13, 2025	Contract End Date (PO25): May 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		A/E East Bldg Improvements	FY25	1200	2040	54010	0000- eastbld- imp-54010	723,500.00	723,500.00
2	1	LO		A/E East Bldg Improvements	FY26	1200	2040	54010		1,000.00	1,000.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 724,500.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. A/E for CC East Bldg Improvements
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Christine Kliebhan, Cathie Figlewski and Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. May 6, 2025 Human Services    May 13, 2025 County Board
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND WIGHT & COMPANY**  
**FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**  
**FOR THE CARE CENTER EAST BUILDING RENOVATION**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 13<sup>th</sup> day of May, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Wight & Company, licensed to do business in the State of Illinois, with offices at 2500 North Frontage Road, Darien, IL 60561; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "County Offices, Equipment and Expenditures" (55 ILCS 5/5-1106, et. seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional Architectural and Engineering Services for the Care Center East building renovation; this Agreement includes 75% of the Architectural and Engineering Services needed for a complete renovation. The remaining 25% of Architectural and Engineering work will be included in a forthcoming Construction Manager contract (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional Architectural and Engineering services and is willing to perform the required services for an amount **not to exceed** \$724,500.00; and

WHEREAS, the CONSULTANT acknowledges that it is a qualified Architectural and Engineering firm to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and



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

## **1.0 INCORPORATION AND CONSTRUCTION**

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

## **2.0 SCOPE OF SERVICES**

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency,



employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

### 3.0 NOTICE TO PROCEED

Authorization to proceed shall be given on behalf of the COUNTY by the Director of Facilities Management (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Department of Facilities Management.

- 3.1 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.
- 3.2 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the

submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

#### **4.0 TECHNICAL SUBCONSULTANTS**

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

#### **5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed, unless identified in Exhibit A.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 31, 2026, unless

the term of this AGREEMENT is extended in conformity with Article 14 below.

- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## **6.0 DELIVERABLES**

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Director directs, the deliverables specified in Exhibit B.

## **7.0 COMPENSATION**

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$724,500. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed by the CONSULTANT, the COUNTY shall pay a fixed fee of \$724,500.00. The fixed fee includes all costs the COUNTY will reimburse the CONSULTANT for its performance of the work defined in Exhibit A.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved Work may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that

require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any



other remedies the COUNTY may have under the law or this AGREEMENT.

- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT.

## **8.0 CONSULTANT'S INSURANCE**

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This**

**additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially

changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

## **9.0 INDEMNIFICATION**

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not



remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

#### **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

## **11.0 BREACH OF CONTRACT**

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

## **12.0 OWNERSHIP OF DOCUMENTS**

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2,

for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

### **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES**

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the

performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

#### **14.0 MODIFICATION OR AMENDMENT**

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

#### **15.0 TERM OF THIS AGREEMENT**

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on May 31, 2026, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 31, 2026.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

## **16.0 TERMINATION**

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.



16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

## **17.0 ENTIRE AGREEMENT**

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **18.0 ASSIGNMENT**

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

## **19.0 SEVERABILITY**

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend

this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

## **20.0 GOVERNING LAW**

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

20.3

## **21.0 NOTICES**

21.1 Any required notice shall be sent to the following addresses and parties:

Wight & Company  
2500 North Frontage Road  
Darien, IL 60561  
Attn: Jason Dwyer | President, Design & Construction  
Phone 630.969.7000

DuPage County Facilities Management  
421 N. County Farm Road  
Wheaton, IL 60187  
ATTN: Director Tim Harbaugh  
Phone: 630.407.5700

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as

verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH**

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

## **23.0 FORCE MAJEURE**

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

## **24.0 ACCESS TO PROPERTY**

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.



## **25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES**

### **For Phase I & II**

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

### **For Phase III**

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances

transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

## **26.0 QUALIFICATIONS**

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 Reserved
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel.

(Remainder of page left intentionally blank)

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

Wight & Company  
Signature on File

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

\_\_\_\_\_  
Jason Dwyer  
President, Design & Construction

ATTEST BY:

ATTEST BY:  
Signature on File

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

\_\_\_\_\_  
Signature

Kristen Kucharski  
\_\_\_\_\_  
Print Name

Executive Assistant  
\_\_\_\_\_  
Title

## **EXHIBIT A**

### **SCOPE OF WORK**

Wight will perform all necessary design services for the project including architecture, mechanical, electrical, plumbing and fire protection (MEP/FP) engineering, and technology design up to 75% of the complete design services including the following detail:

#### Design Services

Utilizing the previously developed project scoping plans Wight shall prepare Design Development Documents that fix and describe the size and character of the project include the following:

- Review of lessons learned on completed work scope
- Floor plans, ceiling plans
- Mechanical, Electrical, Plumbing and Fire Protection scope, drawings and systems descriptions
- Interior elevations, rendering and details as needed to document the design
- Finish plans and finish sample boards to allow for review and approval
- Technology design device plans
- Material and equipment selections and cut sheets as required for review and approval
- Scope outline confirming overall project scope included in design
- Coordinate development of design with County approved budget
- Regular County meetings to present design, seek approvals and inform on progress of work

#### GMP Development

Upon completion and approval of the Design Development documents, Wight will prepare a Guaranteed Maximum Price (GMP) for approval. In this phase we will complete the following:

- Develop detailed estimates of the cost of construction
- Engage trade contractors to seek pricing and cost confirmation
- Develop a detailed construction schedule for completion of the project

#### Construction Documents:

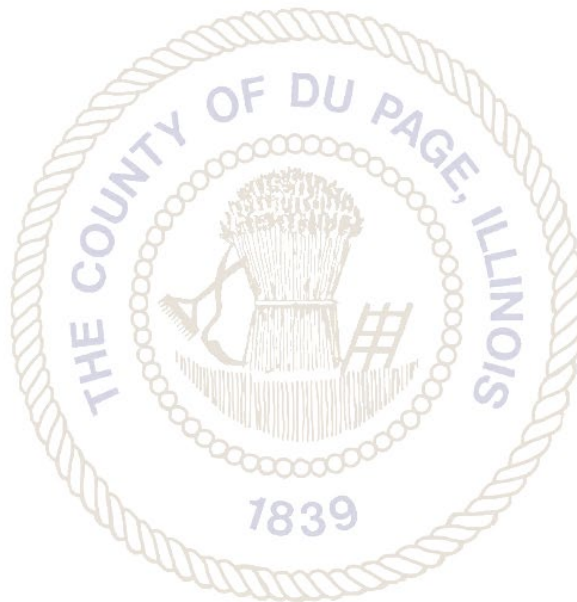
Based on the County's approval of the Design Development Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for County's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. For this scope of work, construction documents will be prepared to 50% complete level.

#### Permitting Support:

Wight shall assist the County in all necessary permitting for the project including the following:

- Certificate of Need (CPN) permit modification or new CON permit as may be required from the Illinois Health Facility Services Review Board (IHFSRB).
- Meetings with the IHFSRB as required to describe the project scope and confirm permitting path.
- Permitting through the County for building permit

- Permitting through the Illinois Department of Public Health (IDPH) for building permit.
- Permitting support will include meetings, preparation of permit forms, drawing submittals and other necessary information to facilitate the issuance of a permit.



## **EXHIBIT B DELIVERABLES**

The following deliverables will be submitted to the County before completion of the contract .

- Design Development plans and interior renderings
- Finish plans
- Finish sample boards
- Floor plans
- Ceiling plans
- Millwork details
- Interior construction details
- Interior elevations
- Door schedules
- Equipment schedules as required
- Mechanical drawings, details and schedules
- Electrical drawings, details and schedules
- Plumbing drawings, details and schedules
- Fire Protection drawings and schedules
- Technology drawings, details and schedules
- Material and equipment selections and cut sheets as required for review and approval
- Specifications for construction
- Permit submittal sets as required for County Building Permit, IDPH Building Permit and IHFSRB Certificate of Need permit compliance.
- Cost Estimate and Guaranteed Maximum Price Proposal
- Detailed project and construction schedule
- Logistics plan
- Overall Construction Documents to be prepared to 50% complete level



## EXHIBIT C

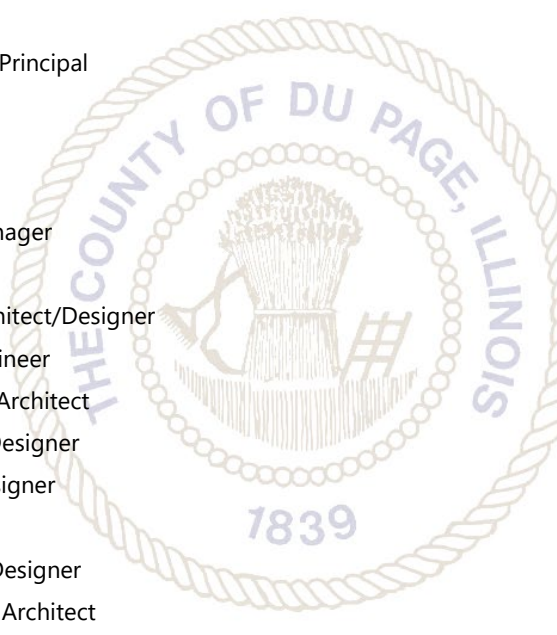
### DUPAGE COUNTY DEPARTMENT OF FACILITIES MANAGEMENT Consultant Employee Rate Listing

**CONSULTANT: WIGHT & COMPANY**

**PROJECT: CARE CENTER EAST BUILDING RENOVATION**

### DUPAGE COUNTY DEPARTMENT OF FACILITIES MANAGEMENT Consultant Employee Billing Rate Listing

#### 2025 PROFESSIONAL SERVICES RATE SCHEDULE



Senior Principal	\$310.00 per hour
Director	\$290.00 per hour
Project Executive/ Principal	\$285.00 per hour
Design Principal	\$280.00 per hour
Associate Principal	\$255.00 per hour
Project Director	\$255.00 per hour
Senior Project Manager	\$240.00 per hour
Project Manager	\$220.00 per hour
Senior Project Architect/Designer	\$210.00 per hour
Senior Project Engineer	\$210.00 per hour
Senior Landscape Architect	\$205.00 per hour
Senior Plumbing Designer	\$195.00 per hour
Senior Interior Designer	\$195.00 per hour
Project Engineer	\$190.00 per hour
Project Architect/Designer	\$185.00 per hour
Project Landscape Architect	\$180.00 per hour
VDC/ BIM Specialist	\$180.00 per hour
Materials Specialist	\$175.00 per hour
Energy Modeler	\$175.00 per hour
Engineer / Plumbing Designer	\$170.00 per hour
Architect/Designer/Interior Designer	\$160.00 per hour
Landscape Architect	\$160.00 per hour
Engineering Professional II	\$155.00 per hour
Architectural / Interiors Professional II	\$145.00 per hour
Sustainability Specialist	\$140.00 per hour
Engineering Professional I	\$140.00 per hour
Landscape Architectural Professional II	\$135.00 per hour
Architectural / Interiors Professional I	\$130.00 per hour

Landscape Architectural Professional I	\$125.00 per hour
Intern	\$90.00 per hour
Executive Assistant	\$150.00 per hour
Project Coordinator	\$125.00 per hour
Preconstruction Manager	\$240.00 per hour
Senior Estimator	\$220.00 per hour
Estimator	\$190.00 per hour

#### **Construction Management Professional Staff**

Vice President / Senior Principal	\$235.00 per hour
Project Executive	\$205.00 per hour
Project Director	\$190.00 per hour
Senior Project Manager	\$165.00 per hour
Field Safety Director	\$160.00 per hour
Senior Superintendent	\$160.00 per hour
Project Manager	\$135.00 per hour
Superintendent	\$135.00 per hour
Assistant Project Manager	\$110.00 per hour
Senior Project Engineer	\$110.00 per hour
Project Engineer	\$90.00 per hour
Construction Project Coordinator	\$75.00 per hour
Construction Field Intern	\$60.00 per hour

*All Rates subject to 3.5% annual escalation*





## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Wight & Company
CONTACT PERSON:	Carol Roglin
CONTACT EMAIL:	CRoglin@wightco.com

### Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☒ Yes

☐ No

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

NAME	PHONE	EMAIL
Mark Wight Pat Cermak	630-739-7373 630-739-6520	MWight@wightco.com PCermak@wightco.com
Jason Dwyer Carol Roglin	630-739-6921 630-739-6496	JDwyer@wightco.com CRoglin@wightco.com
Nick Sleboda	630-739-7322	NSleboda@wightco.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:

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

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

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

### **Section IV: Certification**

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

Printed Name: Carol Roglin

Signature: 

Title: Chief Financial Officer, Secretary, and Treasurer

Date: April 17, 2025



## Care Center Requisition Under \$30,000

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

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**File #:** 25-1212

**Agenda Date:** 5/6/2025

**Agenda #:** 7.D.

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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1098	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$27,949.45
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$27,949.45
	CURRENT TERM TOTAL COST: \$27,949.45	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Medline Industries	VENDOR #: 10299	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Brian Guth	VENDOR CONTACT PHONE: 800-633-5463	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: bguth@medline.com	VENDOR WEBSITE:	DEPT REQ #: 7505	
<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.). Replacement recliners for the residents at the DuPage Care Center, for the period May 7, 2025 through November 30, 2025, for a contract total not to exceed \$27,949.45, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement recliners for the DuPage Care Center, as needed. Some residents need frequent changes in sitting positions, a recliner can help improve leg circulation and blood flow to the feet. In addition, elevating legs regularly can help with circulatory problems such as swollen and painful ankles and feet or aching legs.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Quality of Life
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract for replacement recliners, for the DuPage Care Center, for the period May 7, 2025 through November 30, 2025, for a contract total not to exceed \$27,949.45, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. 2) Do not approve contract for replacement recliners, for the DuPage Care Center, for the period May 7, 2025 through November 30, 2025, for a contract total not to exceed \$27,949.45, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157, however, DPCC will need to continue with safe and effective quality of care.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Medline Industries	Vendor#: 10299	Dept: DuPage Care Center	Division: Environmental Concerns
Attn: Brian Guth	Email: bguth@medline.com	Attn: Vinit Patel	Email: Vinit.Patel@dupagecounty.gov
Address: Three Lakes Drive	City: Northfield	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60093	State: IL	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Medline Industries	Vendor#: 10299	Dept: DuPage Care Center	Division:
Attn: Customer Services	Email: service@medline.com	Attn:	Email: Vinit.Patel@dupagecounty.gov
Address: Dept CH 1440	City: Palatine	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60055-4400	State: IL	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 7, 2025	Contract End Date (PO25): November 30, 2025

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	10	EA	LZBEC1117G5	Durable 650 Series Chaise Mobile recliner, grade 5	FY25	1200	2075	54110		2,620.20	26,202.00
2	1	EA		estimated freight charges	FY25	1200	2075	54110		1,747.45	1,747.45
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 27,949.45

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Replacement recliners for the residents at the DuPage Care Center, for the period May 7, 2025 through November 30, 2025, for a contract total not to exceed \$27,949.45, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. May 6, 2025 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.

**Customer:** 0001006778

DUPAGE CARE CENTER  
400 N COUNTY FARM RD  
WHEATON, IL 60187-3908

**Date:** 04/08/2025


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

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

The Pricing data below is for informational purposes only, is not firm, and is subject to change by Medline at any time. Pricing may also vary based on other factors including contract tier eligibility and contract effective dates, as well as the imposition or adjustment of tariffs. Exact price, freight and tax will be determined and noted at the time of invoice.

**OMNIA**

Purchasing Agreement # 2021003157

Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty	Extended
	LZBEC1117G5	CHAIRS: DURABLE 650 SERIES CHAISE MOBILE RECLINER, GRADE 5	1 EA / EA	\$2,620.20	10	\$26,202.00

**Freight Estimate**

**\$1,747.45**

In some cases, images may be stock and not representative of final product.





As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

## 1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

## 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from November 3<sup>rd</sup>, 2021, and through November 2<sup>nd</sup>, 2026 and is subject to earlier termination as provided below. UC may renew the Agreement for 3 successive 1 -year periods (each, a Renewal Term).
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) This agreement shall supersede and replace all other agreements between the Parties including UCOP-186. For the avoidance of doubt, no rebates or other fees shall be due and payable to UC by Supplier under any previous agreement following the effective date of this agreement.

## 3. Cooperative Purchasing:

Supplier may extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

## 4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

## 5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be





considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

#### Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

#### Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

## 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

<b>Name</b>	Daniel Quach
<b>Phone</b>	858-246-5779
<b>Email</b>	<a href="mailto:dquach@ucsd.edu">dquach@ucsd.edu</a>
<b>Address</b>	Information Technology Services TPC/S 3rd Fl/152 Mail Code 0928
	Mailing Address: 9500 Gilman Drive #0928 La Jolla, CA 92093-0928

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:

<b>Name</b>	Anne Hewett
<b>Phone</b>	858-534-9426
<b>Email</b>	<a href="mailto:ahewett@ucsd.edu">ahewett@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To UC, regarding contract issues not addressed above:

<b>Name</b>	Andrea Orozco
<b>Phone</b>	858-534-5730
<b>Email</b>	<a href="mailto:anorozco@ucsd.edu">anorozco@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

<b>Name</b>	Antony Esquer
<b>Phone</b>	858-534-1479
<b>Email</b>	<a href="mailto:amesquer@ucsd.edu">amesquer@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To Supplier:

<b>Name</b>	Kevin Feighery
<b>Phone</b>	704-975-5477
<b>Email</b>	<a href="mailto:kfeighery@medline.com">kfeighery@medline.com</a>
<b>Address</b>	1 Medline PI Mundelein, IL 60060

## 6. Intellectual Property, Copyright and Patents

☐/x The Goods and/or Services **do not** involve Work Made for Hire

## 7. Patient Protection and Affordable Care Act (PPACA)

☐/x The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## 8. Prevailing Wages

☐/x Supplier is not required to pay prevailing wages when providing the Services.

## 9. Fair Wage/Fair Work

☐/x Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

## 10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

## 11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Medline Industries, Inc.

## 12. Service-Specific and/or Goods-Specific Provisions

- a. Pandemic response
- b. Stock arrangements
- c. Last Mile
- d. Sustainability Incentive: To support UC's zero waste goal and to improve campus waste and diversion, Medline agrees to provide an annual sustainability incentive, in the amount of \$5,000 payable to the UC Regents. This incentive will be allocated to all 10 campus sustainability programs, to support campus waste and diversion programs.

### Pricing Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

## 13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

## 14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

## 15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO

- b. Appendix A: UC Terms and Conditions of Purchase
- c. Appendix B: UC Appendix—Electronic Commerce
- d. Appendix C: Federal Government Contracts Special Terms and Conditions
- e. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- f. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- g. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
- h. Appendix G: UC Appendix—Data Security
- i. Appendix H: UC FEMA Appendix
- j. Exhibit A: Response for National Cooperative Contract
- k. Exhibit F: Federal Funds Certifications
- l. Exhibit G: New Jersey Business Compliance

## 20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

**Signature on File**

(Signature)

Todd Adams

(Printed Name, Title)

11/10/2021

November 3<sup>rd</sup>, 2021

MEDLINE INDUSTRIES, LP.

**Signature on File**

(Signature)

Chris Powers

(Printed Name, Title)

11/9/2021

November 3<sup>rd</sup>, 2021

Updated Vendor Ethics Disclosure Form has been requested by Procurement.



## Budget Transfer

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

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**File #:** 25-1213

**Agenda Date:** 5/6/2025

**Agenda #:** 8.A.

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**DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective April 1, 2025**

From: 5000  
Company #

211 ILLINOIS PROGRAM GRANTS  
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1765	50000		REGULAR SALARIES	\$ 8,063.00	8,063.00	0	4/29/25
1765	51010		EMPLOYER SHARE I.M.R.F.	\$ 719.00	719.00	0	4/29/25
1765	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 617.00	617.00	0	4/29/25
1765	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 1,613.00	1,613.00	0	4/29/25
1765	53260		WIRELESS COMMUNICATION SVC	\$ 3,231.00	6,590.00	3,359.00	4/29/25
1765	53510		TRAVEL EXPENSE	\$ 3,000.00	3,000.00	0	4/29/25
1765	53610		INSTRUCTION & SCHOOLING	\$ 2,433.00	2,433.00	0	4/29/25
1765	52200		OPERATING SUPPLIES & MATERIALS	\$ 1,500.00	1,500.00	0	4/29/25
Total				\$ 21,176.00			

To: 5000  
Company #

211 ILLINOIS PROGRAM GRANTS  
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1765	52220		WEARING APPAREL	\$ 5,800.00	0	5,800.00	4/29/25
1765	52240		PROMOTION MATERIALS	\$ 15,376.00	0	15,376.00	4/29/25
Total				\$ 21,176.00			

Reason for Request:

Budget transfer to cover purchase of uniform and promotional items for 211 IL Program Grant. Travel expenses are restricted. Payroll expenses are removed to reserve fund for promotional item cost.

Signature on File

Department Head

Signature on File

Chief Financial Officer

4/29/25  
Date  
5/1/25  
Date

Activity

211Illinois25  
(optional)

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only			
Fiscal Year <u>25</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

HS - 5/6/25  
FIN/CB - 5/13/25





## Authorization to Travel

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

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**File #: 25-1214**

**Agenda Date: 5/6/2025**

**Agenda #: 9.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:** r \_\_\_\_\_@dupagecounty.gov

**Department:** Community Services

**Supervisor Email:** mary.keating@dupagecounty.gov

**Secondary Department Contact (Department Admin or Accounts Payable):**  
mary.keating@dupagecounty.gov

## Description of the Requested Business Travel

**Description of conference, training or other out of town event:** NACo Annual Conference Philadelphia PA

**Start date of conference, training or other out of town event:** 07-10-2025

**End date of conference, training or other out of town event:** 07-14-2025

**Departure travel date:** 07-09-2025

**Return travel date:** 07-15-2025

**If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary:** meetings start early on the 10th and end late on the 14th requiring travel the day before and after

## Estimate of costs for the requested business travel

**Budget Account Code:** 1000-1750

**Registration fees for conference, training or event:** \$620

**Form of Payment:** Employee reimbursement

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

**Describe methods of transportation to and from location:** roundtrip airfare plus transportation to and from

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:** \$1800

**Description of lodging needs, including number of nights and cost per night:** 6 nights @ \$300

## **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:** \$600

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

**Describe expected additional expenses:**

**Estimated total cost of the requested Overnight Business Travel:** \$3720

## **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:** I

### **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: 4/21/25 \_\_\_\_\_

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: \_\_\_\_\_

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



## Consent Item

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

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**File #:** 25-1215

**Agenda Date:** 5/6/2025

**Agenda #:** 10.A.

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Consent  
HS 5/6  
CB 5/13



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Apr 10, 2025

MinuteTraq (IQM2) ID #: 25-1068

<b>Purchase Order #:</b> 6922-0001 SERV	<b>Original Purchase Order Date:</b> Mar 1, 2024	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Advacare Systems		<b>Vendor #:</b> 11694	<b>Dept Contact:</b> Annabel Leonida
<b>Background and/or Reason for Change Order Request:</b>	Contract for the rental of medical equipment beds and mattresses for the DuPage Care Center, for the period 03/01/24 through 02/28/25. #1 Decrease and close line 1, 1200-2050-53410 in the amount of \$23,200.00 #2 Decrease and close line 2, 1200-2050-53410 in the amount of \$7,192.16 - CONTRACT HAS EXPIRED.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$99,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$99,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$30,392.16)
E	New contract amount (C + D)	\$68,607.84
F	Percent of current contract value this Change Order represents (D / C)	-30.70%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-30.70%
DECISION MEMO NOT REQUIRED		

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

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

CDK	4208	Apr 10, 2025	JC	4202	Apr 10, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



## Consent Item

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

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**File #: 25-1216**

**Agenda Date: 5/6/2025**

**Agenda #: 10.B.**

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Consent  
HS 516  
CB 5113

Date: Apr 10, 2025

MinuteTraq (IQM2) ID #: 25-1069

<b>Purchase Order #:</b> 6905-0001 SERV	<b>Original Purchase Order Date:</b> Feb 24, 2024	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> KCI USA, Inc. (dba 3M)			<b>Dept Contact:</b> Nursing Department
<b>Vendor #:</b> 28606			
<b>Background and/or Reason for Change Order Request:</b>	Contract for wound vac therapy and medical supplies for wound and skin care, for the DPCC, for the period 02/24/24 through 02/23/25. #1 Decrease and close line 1, 1200-2050-53410 in the amount of \$8,049.76 #2 Decrease and close line 2, 1200-2050-52320 in the amount of \$8,175.00 #3 Decrease and close line 3, 1200-2050-53410 in the amount of \$3,500.00 #4 Decrease and close line 4, 1200-2050-52320 in the amount of \$2,725.00 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$25,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$25,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$22,449.76)
E	New contract amount (C + D)	\$2,550.24
F	Percent of current contract value this Change Order represents (D / C)	-89.80%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-89.80%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount ☐ Funding Source \_\_\_\_\_
- ☐ OTHER - explain below: \_\_\_\_\_

CDK	4208	Apr 10, 2025	JC	4202	Apr 10, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date





## Consent Item

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

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**File #:** 25-1217

**Agenda Date:** 5/6/2025

**Agenda #:** 10.C.

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consent  
HS 5/6  
CB 5/13



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Apr 10, 2025

MinuteTraq (IQM2) ID #: 25-1070

<b>Purchase Order #:</b> 5328-0001 SERV	<b>Original Purchase Order Date:</b> Jan 15, 2021	<b>Change Order #:</b> 6	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> McKesson Medical-Surgical Government Solutions			<b>Vendor #:</b> 30801
<b>Dept Contact:</b> Christine Kliebhan			
<b>Background and/or Reason for Change Order Request:</b>	Contract for Prime Supplier Medical Supplies for the period 01/15/21 through 01/14/25 1) Decrease and close line 1, 1200-2050-52320 in the amount of \$437,636.00 2) Decrease and close line 4, 5000-2115-52320 in the amount of \$3,423.29 3) Decrease and close line 5, 5000-2115-52320 in the amount of \$12,435.58 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,139,588.38
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$1,139,588.38
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$453,494.87)
E	New contract amount (C + D)	\$686,093.51
F	Percent of current contract value this Change Order represents (D / C)	-39.79%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-39.79%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount ☐ Funding Source \_\_\_\_\_
- ☐ OTHER - explain below:  
\_\_\_\_\_

CDK	630-784-4208	Apr 10, 2025	JC	4202	Apr 10, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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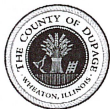
**File #:** 25-1218

**Agenda Date:** 5/6/2025

**Agenda #:** 10.D.

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Consent  
HS 5/6  
OB 5/13



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Apr 10, 2025

MinuteTraq (IQM2) ID #: 25-1071

<b>Purchase Order #:</b> 6921-0001 SERV	<b>Original Purchase Order Date:</b> Mar 1, 2024	<b>Change Order #:</b> 4	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Performance Foodservice		<b>Vendor #:</b> 38749	<b>Dept Contact:</b> Mario Plata
<b>Background and/or Reason for Change Order Request:</b>	Contract PO for secondary food, supplies & chemicals for the period 03/01/24 through 02/28/25. #1 Decrease and close line 4, 1200-2025-52200 in the amount of \$3,877.44 #2 Decrease and close line 5, 1200-2025-52210 in the amount of \$13,592.01 #3 Decrease and close line 6, 1200-2100-52210 in the amount of \$6.69		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$63,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$63,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$17,476.14)
E	New contract amount (C + D)	\$45,523.86
F	Percent of current contract value this Change Order represents (D / C)	-27.74%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-27.74%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount ☐ Funding Source \_\_\_\_\_
- ☐ OTHER - explain below:

cdk	4208	Apr 10, 2025	JC	4202	Apr 10, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date