1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS

5. BUDGET PRESENTATIONS
   A. 18th Judicial Circuit Court Clerk's Office
   B. DuPage County Clerk's Office
   C. DuPage County Recorder's Office

6. APPROVAL OF MINUTES
   A. Finance Committee - Regular Meeting - Tuesday August 14th, 2018

7. BUDGET TRANSFERS
   A. FI-R-0392-18 RESOLUTION -- Budget Transfers 08-28-18 Budget Transfers Various Companies and Accounting Units

8. PROCUREMENT REQUISITIONS
   A. Finance - Larsen

   1. 2018-205 Recommendation for the approval of a contract purchase order to Employers Edge to provide Professional Services for Unemployment Compensation Administration for Human Resources. This contract covers the period of October 1, 2018 through September 30, 2021, for a contract total not to exceed $6,600.33. Other Professional Service not subject to competitive bidding per 55 ILS /5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.-108 (1)(b).
B. Health & Human Services - Hart

1. HHS-P-0227-18 Recommendation for the approval of a contract purchase order to Lakeshore Dairy, Inc., for the purchase of fluid dairy, for the DuPage Care Center and Cafe and Cafe’s located at the JTK Administration Building and the Judicial Office Facility, for the period September 1, 2018 through August 31, 2019, for a contract total not to exceed $59,926.88, per lowest responsive bid #18-124-GV.

C. Judicial/Public Safety - Eckhoff

1. Change Order -- JPS-P-0380A-17 Amendment to Resolution JPS-P-0380-17 service agreement # 2765-0001 SERV issued to Sentinel Offender Services LLC to provide GPS device or electronic monitoring services to juveniles, indigent adult offenders and their victims, for DuPage County Probation & Court Services, to increase the contract amount by $15,000.00, resulting in an amended contract total amount not to exceed $58,635.60, an increase of 34.38%.

D. Legislative - Tornatore

1. LEG-P-0224-18 Recommendation for the approval of a County Contract to BGR Government Affairs, LLC, to provide Consulting Services as Lobbyists representing DuPage County before the U.S. Congress and the Federal Executive Branch for DuPage County’s Division of Transportation and Stormwater Management. This contract covers the period of September 1, 2018 through August 31, 2019 for County Board, for a contract total amount not to exceed $80,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b)BGR Government

2. LEG-P-0225-18 Recommendation for the approval of County Contract to All Circo, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and State Executive Branch. This contract covers the period of September 15, 2018 through September 14, 2019 for County Board, for a contract total amount of $90,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b)

3. LEG-P-0226-18 Recommendation for the approval of a County Contract to Roger C. Marquardt and Company, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and State Executive Branch. This contract covers the period of September 15, 2018 through September 14, 2019 for County Board, for a contract total amount not to exceed $90,000. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b)
E. Public Works - Healy

1. FM-P-0228-18 Recommendation for the approval of contract purchase order to Wheaton Sanitary District, for sanitary sewer utility services, for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract not to exceed $464,000.00 (Facilities Management portion is $355,000.00 and the DuPage Care Center’s portion is $109,000.00)

2. FM-P-0229-18 Recommendation for the approval of a contract purchase order to the City of Wheaton, for water utility services for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $657,000. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) Not suitable for competitive bids – Public Utility (Facilities Management portion is $530,000 and the DuPage Care Center’s portion is $127,000)

3. FM-P-0230-18 Recommendation for the approval of a contract purchase order to e.Norman Security Systems, Inc., for the card access system update for the Jail, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $41,544.12. Contract pursuant to the Governmental Joint Purchasing Act - GSA Contract: GS-07F-0450K

4. FM-P-0231-18 Recommendation for the approval of a contract purchase order to Krueger International, Inc.(KI), to furnish and deliver replacement audience seating for courtrooms 4004 and 4012, for the HJH Judicial Office Facility, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $36,798.00. Contract pursuant to the Intergovernmental Cooperation Act - Sourcewell (formerly NJPA) NJPA Contract #031715-KII

5. PW-P-0232-18 Recommendation for the approval of a contract purchase order to Amston Supply, Inc., for the purchase of a tank trailer for waste and sludge transport at the Knollwood and Woodridge Greene Valley Treatment Facilities, for a total contract amount not to exceed $75,969.00, per lowest responsible bid #18-113-LG

F. Technology - Wiley (Contingent upon parent committee approval)

1. TE-P-0234-18 Recommendation for the approval of a contract purchase order to CDW Government, Inc., for the purchase of Veritas Netbackup hardware and software to replace tape backups, for Information Technology, for a contract total amount of $256,772.26. Contract pursuant to the Intergovernmental Cooperation Act (National IPA).

2. TE-P-0235-18 Recommendation for the approval of a contract purchase order to Kaseya US Sales LLC for the annual subscription for software to manage servers, for Information Technology. This contract covers the period of October 3, 2018 through October 3, 2021, for a contract total amount of $26,122.50, per 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00.
G. Transportation - Puchalski

1. DT-R-0381-18 RESOLUTION -- Awarding Resolution to Burrink Commercial Services, Inc., for the 2018 Sidewalk Improvement Program, Section 17-SDWLK-03-SW, for an estimated County cost of $407,568.80; Per low bid

9. FINANCE RESOLUTIONS

A. FI-R-0386-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Illinois Department of Commerce and Economic Opportunity WIOA Rapid Response Layoffs and Closings Grant PY17 Inter-Governmental Agreement No. 17-651006 Company 5000 - Accounting Unit 2840 $54,630

B. FI-R-0387-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Department of Commerce and Economic Opportunity WIOA Local Incentive Grant PY16 Agreement No. 16-632006 Company 5000- Accounting Unit 2840 $24,230

C. FI-R-0388-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Illinois Department of Commerce and Economic Opportunity Trade Adjustment Assistance Grant PY16 Agreement No. 16-661006 Company 5000 - Accounting Unit 2840 $940

D. FI-R-0389-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Illinois Department of Commerce and Economic Opportunity Workforce Innovation and Opportunity Act (WIOA) Grant PY17 Inter-Governmental Agreement No. 17-681006 Company 5000 - Accounting Unit 2840 $44,838

E. FI-R-0383-18 RESOLUTION -- Acceptance & Appropriation of the Illinois Home Weatherization Assistance Program HHS Grant FY19 Inter-Governmental Agreement No. 18-221028 Company 5000-Accounting Unit 1430 - $776,198.00

F. FI-R-0384-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Home Weatherization Assistance Program DOE Grant FY19 Inter-Governmental Agreement No. 17-402028 Company 5000 - Accounting Unit 1400 $349,912.00

G. FI-R-0393-18 RESOLUTION -- Placing Names on Payroll

10. INFORMATIONAL

A. Payment of Claims

1. Payment of Claims -- 8/10/18 Paylist

2. Payment of Claims -- 08/14/2018 Paylist

3. Payment of Claims -- 8/18/18 Paylist

4. Payment of Claims -- 08/21/2018 Paylist
B. Grant Proposal Notifications

1. Informational -- Grant Proposal Notification 038-18: FY18 Better Utilizing Investments to Leverage Development (BUILD) - Division of Transportation - $6,172,177.00


11. OLD BUSINESS

12. NEW BUSINESS

13. ADJOURNMENT
1. CALL TO ORDER

8:00 AM meeting was called to order by at 8:00 AM.

2. ROLL CALL


ABSENT:

3. PUBLIC COMMENT

Dave Jones and Martin Schopp from Toshiba, the current provider of copiers and service came to speak about the procurement process for the County.

4. CHAIRMAN'S REMARKS

Chairman Larsen announced this would be the last time Sheriff John Zaruba would be giving a budget presentation. Mr. Larsen thanked the Sheriff for all his years of service.

5. BUDGET PRESENTATIONS

A. DuPage County Sheriff's Office

John Zaruba acknowledged the fiscal challenges of this year. He outlined the reduction in headcount. He also highlighted some of the office's accomplishments such as utilizing civilians and volunteers, crisis intervention training and the post crisis response team dealing with mental health issues. He commended Chief Romanelli who will be traveling to Kansas City to receive the Chief's Award for Excellence by the International Crisis Intervention Association for developing the crisis intervention training. The training is a model for the country.

B. 18th Judicial Circuit Court

Chief Judge Daniel Guerin gave an overview of a new state statute and the impact on his office. He also touched on the effect of the heroin crisis. He outlined the unification of
specialty courts and the training of the judges. The chief judge is responsible for 9 budgets. His budget requests were either the same amount as last year, or less.

6. APPROVAL OF MINUTES
Gary Grasso left the meeting at 8:57 a.m. to chair the ETSB meeting.

A. Finance Committee - Regular Meeting - Jul 17, 2018 8:00 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Brian J Krajewski, District 3
ABSENT: Grasso

7. BUDGET TRANSFERS

A. FI-R-0378-18 RESOLUTION -- Budget Transfers 08-14-18 Budget Transfers Various Companies and Accounting Units

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Grasso

8. PROCUREMENT REQUISITIONS

A. Finance - Larsen

1. Motion to reconsider Canon Solutions America
Member Zay thanked staff for the additional information on the Canon contracts.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Grasso
2. FI-P-0204-18 Recommendation for the approval of a contract purchase order to Canon Solutions America, Inc., for Multifunctional Device Equipment, Supplies, Software and Service Solutions for all County Departments, covering the period of October 1, 2018 through September 30, 2023, for a contract total amount not to exceed $1,434,498, RFP 18-020-LG, Contract pursuant to the Intergovernmental Cooperation Act (National IPA)

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Grasso

3. FI-R-0251-18 RESOLUTION -- Recommendation for the approval to enter into an Agreement with Canon Solutions America, Inc., for Multifunctional Device Equipment, Supplies Software and Service Solutions and through the National IPA, extend the agreement to other public sector entities, for the period of October 1, 2018 through September 30, 2023. Contract pursuant to the Intergovernmental Cooperation Act (National Intergovernmental Purchasing Alliance - National IPA)

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Grasso

B. Health & Human Services - Hart

Health & Human Services items 1 through 5 were combined and approved.
RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Tonia Khouri, District 5
ABSENT: Grasso

1. Change Order -- HHS-P-0202A-17 Amendment to Resolution HHS-P-0202-17, County Contract 2649-0001 SERV, issued to DuPage Federation/LARC, to provide face-to-face and telephonic interpreter services to the Senior Services unit in Community Services for the period of July 15, 2017 through July 14, 2018, to increase encumbrance in the amount of $8,000.00, resulting in an amended contract total for DuPage Federation/LARC not to exceed $58,000.00, an increase of 16%.

2. Change Order -- HHS-CO-0006A-18 - Amendment to Resolution HHS-CO-0006-18 (purchase order 2486-0001 SERV), issued to Great Lakes Coca-Cola Distribution, LLC, for canned and bottled beverages to be sold in three (3) County Cafe's for the period May 1, 2017 through July 29, 2018, to increase encumbrance in the amount of $3,500.00, resulting in an amended contract total amount not to exceed $33,300.00, an increase of 11.74%. (2486-0001 SERV)

3. HHS-P-0211-18 Recommendation for the issuance of a contract purchase order to ARxIUM, Inc., to provide supplies for the medication dispensing machine, for the DuPage Care Center, for the period August 16, 2018 through August 15, 2019, for a contract total amount not to exceed $25,000.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source. (Supplies for medication dispensing machine in Pharmacy)

4. HHS-P-0218-18 Recommendation for the approval of a contract purchase order to Professional Clinical Laboratories dba PCL Alverno, for patient laboratory services, for the DuPage Care Center, for the period August 22, 2018 through August 21, 2019, for a contract total amount not to exceed $31,000.00, per sole Proposal #P17-136-GV, first of three one-year optional renewals.

5. HHS-R-0371-18 RESOLUTION -- Approval of issuance of payments by DuPage County to energy assistance providers through the Low Income Home Energy Assistance Program (LIHEAP) State Grant FY19 No. 19-254028 in the amount of $2,542,328.00
C. Judicial/Public Safety - Eckhoff

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<td>MOVER:</td>
<td>Grant Eckhoff, District 4</td>
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<tr>
<td>SECONDER:</td>
<td>Sam Tornatore, District 1</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Grasso</td>
</tr>
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</table>

1. JPS-P-0212-18 Recommendation for the approval of a contract purchase order to Logicalis, Inc., to provide IBM Lenovo Professional Technical Support along with needed hardware and software for the computer system of the Circuit Court Clerk, covering the period of September 1, 2018 to August 31, 2019, for a contract total amount of $205,331.62. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

2. JPS-P-0213-18 Recommendation for the approval of a contract purchase order to Der Graphics and Custom Filing Inc., to provide the 2019 Case File System for the Circuit Court Clerk, for a contract total amount not to exceed $34,213.00. Per lowest responsible bid #18-151-GV.

3. JPS-P-0214-18 Recommendation for the approval of a contract purchase order to Telelanguage, Inc., to provide video remote and telephonic interpreting services for the Circuit Court and Probation and Court Services, covering the period of September 1, 2018 through August 31, 2019, for a contract total amount not to exceed $30,000, per Proposal 17-196-JM

D. Public Works - Healy

Public Works items 1 through 5 were combined and approved.

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<thead>
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<th>RESULT:</th>
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<tr>
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</tr>
<tr>
<td>SECONDER:</td>
<td>Tim Elliott, District 4</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Grasso, Healy</td>
</tr>
</tbody>
</table>

1. FM-P-0215-18 Recommendation for the approval of a contract purchase order to Fox Valley Fire & Safety Co., for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for the period August 28, 2018 through August 27, 2019, for a total contract amount not to exceed $161,170.00, per lowest responsible bid #18-153-GV. (Facilities Management portion is $148,200.00, Animal Services portion is $3,570.00, Division of Transportation portion is $2,400.00, and Public Works portion is $7,000.00)
2. FM-P-0216-18 Recommendation for the approval of a contract purchase order to Warehouse Direct, Inc., for maintenance, repair, repair parts for janitorial cleaning equipment and Host cleaning products, for Facilities Management, for the period August 24, 2018 through August 23, 2019, for a total contract amount not to exceed $25,000.00, per renewal option under bid award #16-157-BF, first option to renew.

3. FM-P-0217-18 Recommendation for the approval of a contract purchase order to Advent Systems, Inc., for security system maintenance and repair services, as needed, for the Jail, Judicial Office Facility and Work Release, for Facilities Management, for the period September 14, 2018 through September 13, 2019, for a total contract amount not to exceed $33,042.00, per renewal option under bid award #16-159-BF, second option to renew.

4. PW-P-0219-18 Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., for the purchase of two (2) 2018 Ford Escapes for Public Works, for a contract total amount not to exceed $38,784.00. Contract let pursuant to the Governmental Joint Purchasing Act, per Suburban Purchasing Cooperative Contract #165, pricing in compliance with 30 ILCS 525/2 “Government Joint Purchasing Act”.

5. PW-P-0220-18 Recommendation for the approval of a contract purchase order to Parkson Corporation, for the rehabilitation of the Aqua Guard bar/filter screen at the Knollwood Wastewater Treatment Facility, for a contract total amount not to exceed $319,908.00, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source (rehab of bar/filter screen)

E. Technology - Wiley  (Contingent upon parent committee approval)

Technology items 1 through 3 were combined and approved.

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER:  | Kevin Wiley, District 6 |
| SECONDER: | Elizabeth Chaplin, District 2 |
| ABSENT: | Grasso, Healy |

1. Change Order -- TE-P-0015A-18 - Amendment to Resolution TE-P-0015-18 (County Contract 2997-0001-SERV) issued to P&M Holding Group, LLP d/b/a Plante Moran, PLLC, for professional services to prepare and assist DuPage County with a needs assessment, development of a plan of action, and development of an RFP for a replacement Real Estate and Tax System, for Information Technology, to increase the contract amount by $43,610.00 in order to add the next phase in which Plante Moran will assist with vendor selection and procurement, resulting in an amended contract total of $269,610.00, an increase of 19.30%.
2. TE-P-0221-18 Recommendation for the approval of a contract purchase order to Dynamic Solutions Group, LLC d/b/a The Fax Guys for Right Fax hardware, licensing, and support, for Information Technology. This contract covers the period of September 1, 2018 through September 1, 2019, for a contract total amount of $25,725. Per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

3. TE-P-0222-18 Recommendation for the approval of a contract purchase order to Infor (US) Inc. for final payment of outstanding deliverables and final acceptance of the ERP implementation, for Information Technology, for a contract total amount of $193,740.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). The ERP implementation was originally awarded to Ciber; however, Infor acquired Ciber in March of 2018, prior to the final invoices being issued and payment being made.

F. Transportation - Puchalski

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Grasso, Healy, Puchalski

1. DT-P-0209-18 Recommendation for the approval of a contract purchase order to Roland Machinery Exchange, d/b/a Roland Machinery Company, to furnish and deliver two (2) tandem rollers for the Division of Transportation, for a contract total not to exceed $168,310.00; Per lowest responsible bid 18-107-LG

2. DT-P-0210-18 Recommendation for the approval of a contract purchase order to Standard Equipment Company, to furnish and deliver one (1) Street Sweeper for the Division of Transportation, for a contract total not to exceed $326,574.00; Per lowest responsible bid 18-103-LG

3. DT-R-0364-18 RESOLUTION -- Awarding Resolution to A Lamp Concrete Contractors, Inc., for drainage improvements along CH 25/Meyers Road, from 16th Street to 18th Street, Section 18-00201-03-DR, for an estimated County cost of $139,288.85; Per low bid

9. FINANCE RESOLUTIONS

Finance resolutions A through E were combined and approved.

A. FI-R-0367-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Department of Human Services Supportive Housing Program Grant PY19 Agreements No. FCSXH00172 and FCSXH00352 Company 5000 - Accounting Unit 1760 $208,677.00
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Sam Tornatore, District 1
ABSENT: Grasso, Healy, Puchalski

B. FI-R-0368-18 RESOLUTION -- Acceptance And Appropriation of the HUD 2017 Continuum of Care Planning Grant PY19 Agreement No. IL1606L5T141700, Company 5000 Accounting Unit 1510, $128,502

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Sam Tornatore, District 1
ABSENT: Grasso, Healy, Puchalski

C. FI-R-0369-18 RESOLUTION -- Acceptance and Appropriation of the Low Income Home Energy Assistance Program (LIHEAP) - State Grant FY19 Inter-Governmental Agreement No. 19-254028 Company 5000-Accounting Unit 1495 $2,856,548.00

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Sam Tornatore, District 1
ABSENT: Grasso, Healy, Puchalski

D. FI-R-0373-18 RESOLUTION -- Acceptance and Appropriation of the Victims of Crime Act-Child Advocacy Center Services Program Grant PY19 Agreement No. 216003, Company 5000 - Accounting Unit 6600 $91,168
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Sam Tornatore, District 1
ABSENT: Grasso, Healy, Puchalski

E. FI-R-0372-18 RESOLUTION -- Acceptance of an Extension of the DuPage Convalescent Center Foundation Recreation Therapy Grant PY16 - Company 5000- Accounting Unit 2120

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Sam Tornatore, District 1
ABSENT: Grasso, Healy, Puchalski

F. FI-R-0375-18 RESOLUTION -- Additional Appropriation for Liability Insurance Fund Company 1100  Accounting Unit 1212 $1,250,000

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Peter DiCianni, District 2
ABSENT: Grasso, Healy, Puchalski

Member Eckhoff left at 9:02 a.m. to attend the ETSB meeting

G. FI-R-0370-18 RESOLUTION -- Revision to Personnel Budget - Aging Case Coordination Unit Fund PY18 5000-1720 - To delete a vacant Case Manager position and add a Community Services Supervisor position for the APS division.
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Tim Elliott, District 4
ABSENT: Eckhoff, Grasso, Healy, Puchalski

H. FI-R-0376-18 RESOLUTION -- Revision to Personnel Budget, Stormwater Management

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Tim Elliott, District 4
ABSENT: Eckhoff, Grasso, Healy, Puchalski

I. FI-R-0380-18 RESOLUTION -- Placing Names on Payroll

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Tim Elliott, District 4
ABSENT: Eckhoff, Grasso, Healy, Puchalski

10. INFORMATIONAL

A. County Board

1. CB-R-0379-18 RESOLUTION -- Submission of Advisory Questions of Public Policy to the Electors of DuPage County
RESULT: APPROVED [13 TO 1]
MOVER: James Zay, Vice Chair
SECONDER: Janice Anderson, District 5
NAYS: Chaplin
ABSENT: Eckhoff, Grasso, Healy, Puchalski

B. Payment of Claims

Payment of claims, wire transfers and appointments were all combined, accepted and placed on file.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, Vice Chair
SECONDER: Tim Elliott, District 4
ABSENT: Eckhoff, Grasso, Healy, Puchalski

1. Payment of Claims -- 07/13/2018 Paylist
2. Payment of Claims -- 7/17/18 Paylist
3. Payment of Claims -- 07/20/2018 Paylist
4. Payment of Claims -- 7/24/18 Paylist
5. Payment of Claims -- 07/27/2018 Paylist
6. Payment of Claims -- 7/31/18 Paylist
7. Payment of Claims -- 08/03/2018 Paylist
8. Payment of Claims -- 08/07/2018 Paylist

C. Wire Transfers

1. Wire Transfers -- 08/07/2018 Wire Transfer
RESULT:  APPROVED [UNANIMOUS]
MOVER:  James Zay, Vice Chair
SECONDER:  Tim Elliott, District 4
ABSENT:  Eckhoff, Grasso, Healy, Puchalski

D. Appointments

1. CB-R-0377-18 RESOLUTION -- Appointment of James Romano to the Highland Hills Sanitary District

RESULT:  APPROVED [UNANIMOUS]
MOVER:  James Zay, Vice Chair
SECONDER:  Tim Elliott, District 4
ABSENT:  Eckhoff, Grasso, Healy, Puchalski

11. OLD BUSINESS

12. NEW BUSINESS

Mr. Wiley announced the Technology committee meeting will begin at 9:10 a.m.

13. ADJOURNMENT

Without objection the meeting was adjourned at 9:04 a.m.
WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________
PAUL HINDS, COUNTY CLERK
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

From: 1000 
Company # 

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Total: $19,138.00

To: 1000 
Company # 

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<td>(19,137.90)</td>
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<td>8/22/18</td>
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Total: $19,138.00

Reason for Request:
Budget transfer need to cover cost of purchasing a new server and server software. We are waiting for an IVRS FY18 Grant payout to cover the transfers and replenish account 53807. NOTE: BUDGET TRANSFER WAS SPLIT INTO PARTS A&B TO BE APPROVED AND EXECUTED IN TWO COUNTY BOARD MTGS (8/14 & 8/23). PART A TO BE APPROVED ON 8/14/18 AND PART B TO BE APPROVED ON 8/22/18.

Date: 8/24/18

Activity (optional): 

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

Finance Department Use Only

Fiscal Year 2018  Budget Journal #  Acctg Period 

Entered By/Date  Released By/Date  Posted By/Date 

Signature on File  
Signature on File
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1100
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>2900</td>
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<td>INFORMATION TECHNOLOGY SVC</td>
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<td>88,470.50</td>
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Total $ 17,745.00

To: 1100
Company #

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<th>Sub-Account</th>
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<th>Prior to Transfer</th>
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<tr>
<td>2900</td>
<td>51000</td>
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<td>BENEFIT PAYMENTS</td>
<td>$ 10,695.00</td>
<td>(10,644.93)</td>
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<td>WIRELESS COMMUNICATION SVC</td>
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<td>$ 700.00</td>
<td>(391.38)</td>
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<td>SOFTWARE LICENSES</td>
<td>$ 4,000.00</td>
<td>(1875.16)</td>
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Total $ 17,745.00

Reason for Request:
To cover benefit payments of employee who retired.
Wireless, printing, and software licensing for remainder of FY18.

Signature on File
8-22-18

Signature on File
8-22-18

Finance Department Use Only

Fiscal Year: 2018
Budget Journal #: Acctg Period:
Entered By/Date: Released By/Date: Posted By/Date:

****Please sign in blue ink on the original form****
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

From: 1000  
Company #

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<th>Accounting Unit</th>
<th>Amount</th>
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<tr>
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<td>54110</td>
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<td>EQUIPMENT AND MACHINERY</td>
<td>$30,412.00</td>
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Total $30,412.00

To: 1000  
Company #

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<tr>
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<td>FURNITURE &amp; FURNISHINGS</td>
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<td>8/7/18</td>
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Total $30,412.00

Reason for Request:  
To cover the cost of courtroom audience seating for courtrooms 4004 & 4012.

Signature on File

Department Head  
7-17-18  
Date

Activity  
8-7-18  
Date

Chief Financial Officer  
(trailed)

****Please sign in blue ink on the original form****
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2018

From: 1000  
Company #

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<tr>
<th>Accounting Unit</th>
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<td>1190</td>
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<td>CONTINGENCIES</td>
<td>$10,000.00</td>
<td>8/27/18</td>
<td>8/27/18</td>
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<tr>
<td>1180</td>
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<td>DPC CONVENTION &amp; VISITORS BUR</td>
<td>$10,000.00</td>
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Total $10,000.00

Reason for Request:
Budget transfer needed to cover USBC Women's Championship bid sponsorship fee.

Department Head  
[Signature on File]  
Date 8/21/18

Activity (optional)

Chief Financial Officer [Signature on File]  
Date 8/21/18

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

Finance Department Use Only

Fiscal Year 2018  
Budget Journal #  
Accctg Period  
Entered By/Date  
Released By/Date  
Posted By/Date

FIN CB 8/26
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2018

| From: 1000 | General Fund/State's Attorney |
| Company # | Company/Accounting Unit Name |

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<tr>
<td>6500 50040</td>
<td>PART TIME HELP</td>
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<td>5500 50050</td>
<td>TEMPORARY SALARIES/ON CALL</td>
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Total $16,600.00

To: 5500

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<tr>
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<td>TEMPORARY SALARIES/ON CALL</td>
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</tr>
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</table>

Total $16,600.00

Reason for Request:
Cover projected future cost of Temporary Salaries.

Signature on File
8/27/18

Department Head
8/27/18

Chief Financial Officer
8/27/18

Activity

Finance Department Use Only

Fiscal Year 2018
Budget Journal # Accrual Period
Entered By/Date Released By/Date Posted By/Date

Attachment: Budget Transfers 08-28-18 (Fl-R-0392-18 : Budget Transfers 08-28-18)
### DuPage County, Illinois
#### BUDGET ADJUSTMENT
Effective September 21, 2016

**From:** 1200

<table>
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<th>Sub-Account</th>
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<th>Date of Balance</th>
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<tr>
<td>2100</td>
<td>53508</td>
<td>STATUTORY &amp; FISCAL CHARGES</td>
<td>$800.00</td>
<td>66,471.49</td>
<td>8/31/18</td>
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<tr>
<td>2085</td>
<td>52200</td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$1,431.00</td>
<td>13,321.90</td>
<td>13,890.90</td>
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<tr>
<td>2040</td>
<td>54010</td>
<td>BUILDING IMPROVEMENTS</td>
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<td><strong>Total</strong></td>
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**To:** 1200

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<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>2025</td>
<td>53070</td>
<td>MEDICAL SERVICES</td>
<td>$800.00</td>
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<td>2085</td>
<td>53807</td>
<td>SOFTWARE MAINT AGREEMENTS</td>
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<td>ENGINEERING/ARCHITECTURAL SVC</td>
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<td><strong>Total</strong></td>
<td><strong>$32,231.00</strong></td>
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</table>

**Reason for Request:**
Transfer monies to allow payments for QS/1 maintenance, clinical updates, price updates and CareVoyant for the Pharmacy Department; new hire physicals for Dining Services and CDM Electrical Engineering Services for domestic water heater replacement project.

**Signature on File**
8/3/18
Department Head
8-11-18
Chief Financial Officer

**Activity**
Financial

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

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Finance Department Use Only

**Fiscal Year:** 2018  **Budget Journal #:**  **Acctg Period:**

**Entered By/Date:**  **Released By/Date:**  **Posted By/Date:**

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**HHS:** 8/21  **FW:** 8/28  **CD:** 8/28
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1500

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</thead>
<tbody>
<tr>
<td>3500</td>
<td>54199</td>
<td></td>
<td>CAPITAL CONTINGENCY</td>
<td>$1,072,453.00</td>
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Total $1,072,453.00

To: 1500

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<th>Account</th>
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<th>Title</th>
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<th>Available Balance</th>
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<th>Date of Balance</th>
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<tbody>
<tr>
<td>3500</td>
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<td>OTHER CONTRACTUAL EXPENSES</td>
<td>$411,963.00</td>
<td>614,492.40</td>
<td>-352,500.60</td>
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<tr>
<td>3500</td>
<td>54000</td>
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<td>LAND/RIGHT OF WAY</td>
<td>$860,460.00</td>
<td>1,379,660.00</td>
<td>-538,500.00</td>
<td>8/10/18</td>
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</table>

Total $1,072,453.00

Reason for Request:

Funding for necessary land acquisition for 87th @ Woodward and Gary Ave. multi-use path taking into consideration appraisals/fair market value.

Signature on File

Signature on File

Department Head ___________________________ Date 8/10/18

Chief Financial Officer ___________________________ Date 8/10/18

Finance Department Use Only

Fiscal Year 2018 Budget Journal # Acctg Period

Entered By/Date ___________________________ Released By/Date ___________________________ Posted By/Date ___________________________
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1500

1500 - HIGHWAY, STREETS & BRIDGES
Company/Accounting Unit Name

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<tr>
<td>3640</td>
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<td>CAPITAL CONTINGENCY</td>
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<td>3,951,447</td>
<td>3,792,066</td>
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Total $ 259,381

To: 1500

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<tr>
<td>3640</td>
<td>53090</td>
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<td>OTHER PROFESSIONAL SERVICES</td>
<td>$ 105,691</td>
<td>104,177</td>
<td>151,382</td>
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<td>3649</td>
<td>54000</td>
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<td>LAND/RIGHT OF WAY</td>
<td>$ 153,890</td>
<td>-160</td>
<td>150,000</td>
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</table>

Total $ 259,381

Reason for Request:
Funding for necessary land acquisition for 87th & Woodward taking into consideration appraisals/ fair market value. Also, funding for portion of Long Range Transportation Plan.

Signature on File

Signature on File

Activity (optional)

Finance Department Use Only
Fiscal Year 2018 Budget Journal #: Acctg Period:
Entered By/Date Released By/Date Posted By/Date
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

From: 2000
Finance Dept Use Only

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<tr>
<td>2555</td>
<td>53828</td>
<td>CONTINGENCIES</td>
<td>$24,000</td>
<td>205,000</td>
<td>181,000</td>
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<td>8/13/18</td>
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Total $24,000.00

To: 2000

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<th>Accounting Unit</th>
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<th>Available Balance</th>
<th>Date of Balance</th>
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<tbody>
<tr>
<td>2555</td>
<td>53300</td>
<td>REPAIR &amp; MTCE FACILITIES</td>
<td>$24,000</td>
<td>276,284.48</td>
<td>516,284.48</td>
<td>-</td>
<td>8/13/18</td>
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</table>

Total $24,000.00

Reason for Request:
Transfer needed to Repair & MTCE Facilities for WGV plant overhead doors, WGV plant generator (Cogen Engine), Knollwood phone system upgrade.

Department Head
8/13/18

Signature on File

Finance Department Use Only

Fiscal Year 2018 Budget Journal # ________ Acctg Period ________
Entered By/Date ________ Released By/Date ________ Posted By/Date ________

Packet Pg. 27
### BUDGET ADJUSTMENT

**From:** 5000  
**Company #:**  


<table>
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<th>After Transfer</th>
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<td>2640</td>
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<td>Regular Salaries</td>
<td>$301,323.00</td>
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<td>50070</td>
<td>Participant Salary</td>
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<td>2640</td>
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<td>Benefit Payments</td>
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<td>Employer Share IMRF</td>
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<td>Employer Share Social Security</td>
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<td>Employee Med &amp; Hosp Insurance</td>
<td>$115,000.00</td>
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<td>Travel Expense</td>
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**Total:** $600,823.00

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<td>Temporary Salaries</td>
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<td>Grant Services</td>
<td>$395,809.00</td>
<td>174,515.50</td>
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**Total:** $600,823.00

**Reason for Request:**

The purpose of this budget transfer is to cover various expenses to fully spend the grant by 6/30/19. A reorganization was done in October 2017 which reduced payroll costs by approximately 6 FTEs. The savings in payroll allowed for more money for various operating expenses and training assistance. Other expenses that will be covered by this budget transfer include renewal of Microsoft Office 365 software in Jan 2019, One-stop operator contract for FY18, rent, utilities, travel, other operating expenses and training assistance. This budget transfer is also in accordance with the budget modification that was approved by the State.

**Signature on File**

8/9/18

**Signature on File**

8/10/18

Activity 17-881006  
(optional)

**Finance Department Use Only**

Fiscal Year: 2018  
Budget Journal #:  
Acctg Period:  
Entered By/Date:  
Released By/Date:  
Posted By/Date:  

**Packet Pg. 28**
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

Homeless Mgmt Inf Sys Grants
Company/Accounting Unit Name

From: 5000
Company #

<table>
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<tr>
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<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
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<tbody>
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<td>Unit</td>
<td>Sub-Acct</td>
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<td>22,668.79</td>
<td>8/10/18</td>
</tr>
<tr>
<td>1480</td>
<td>50000</td>
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<tr>
<td>1480</td>
<td>53500</td>
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<td></td>
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<td></td>
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<td>22,668.79</td>
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To: 5000
Company #

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</thead>
<tbody>
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<td>2,485.00</td>
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<tr>
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<td>2,429.75</td>
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<tr>
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<td>$ 2,485.00</td>
<td>2,485.00</td>
<td>8/10/18</td>
</tr>
</tbody>
</table>

Reason for Request:
To move grant funds to cover payout of vacation time sold and to cover conference expenses that will be paid differently than originally budgeted.

Signature on File
8/9/18
Department Head

Signature on File
8/10/18
Chief Financial Officer

Activity: HUDHMIS18 (optional)

Finance Department Use Only

Fiscal Year 2018 Budget Journal # ________ Acctg Period ________
Entered By/Date ________ Released By/Date ________ Posted By/Date ________
Requisition under 25k dollars

2018-205
Requisition under 25k dollars

2018-205

**PROCUREMENT REVIEW CHECKLIST REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 14, 2018</td>
<td>10/01/2018 - 09/30/2021</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,600.33</td>
<td>FINANCE COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Becker</td>
<td>Completed</td>
<td>08/14/2018 3:00 PM</td>
</tr>
<tr>
<td>Margaret Ewing</td>
<td>Completed</td>
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</tr>
<tr>
<td>Kathy Ostrowski</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
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</tr>
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<td>Paul Rafac</td>
<td>Completed</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
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</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>08/28/2018 8:00 AM</td>
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</table>
## Procurement Review Checklist
### Procurement Services Division
This form must accompany all Purchase Order Requisitions  
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Employer's Edge, LLC</th>
<th>Vendor #: 13547</th>
<th>Contract Term: 10/01/2018-09/30/2021</th>
<th>Contract Total: $6,600.33</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Human Resources</td>
<td>Contact: Christine Clevenger</td>
<td>Phone: 630-407-6300</td>
<td>Assigned Committee: Finance</td>
</tr>
<tr>
<td>Description of Procurement/Scope of Work/Background</td>
<td>Professional Services for Unemployment Compensation Administration. The county has utilized services to assist the County in efficiently maintaining the unemployment benefits insurance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>To obtain a vendor to administer unemployment claims and activity on behalf of DuPage County.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## FUNDING SOURCE
- [x] Procurement budgeted for (FY and budget code(s)): FY18 thru FY21 - Budget Code: 1100-1212-53160
- [ ] Budget Transfer (Date) ____________________ Additional Information ____________________

## DECISION MEMO NOT REQUIRED
- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

## DECISION MEMO REQUIRED
- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [x] EXPLANATION OF REQUEST FOR PROPOSAL RFP # 18-080-DT ____________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________________

## PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Aug 13, 2018</td>
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</table>

## REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
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<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>(Decision Memos Over $25,000)</th>
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<tbody>
<tr>
<td></td>
<td>8-21-18</td>
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</table>

<table>
<thead>
<tr>
<th>Chairman's Office</th>
<th>(Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8-21-18</td>
<td></td>
</tr>
</tbody>
</table>
Requesting Department: Human Resources  
Department Contact: Christine Clevenger  
Contact Email: christine.clevenger@dupageco.org  
Contact Phone: 630-407-6300  
Vendor Name: Employer’s Edge, LLC  
Vendor #: 13547

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

Approval of new contract with Employer’s Edge, LLC for professional services for unemployment compensation administration for a contract total amount of $6,600.33.

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

Using a vendor to assist with the management of unemployment benefits has been a cost efficient ensuring all claims. Vendors offer services such as communicating with the Illinois Department of Employment Services electronically to ensure receipt of all unemployment claim activities which are chargeable to the County. They also provide staff specialized in claims management, hearings, benefit charge processes to assist and guide the County to appropriately manage the unemployment benefits and work to obtain cost control measures are in place and keep the County abreast of all new legislation and trends regarding unemployment benefits.

**Strategic Impact**

Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

N/A

**Source Selection/Vetting Information** - Describe method used to select source.

Request for Proposal (RFP), evaluation with a point system of the RFP's received.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Recommending contract with Employer’s Edge, LLC. Employer’s Edge gave a strong proposal to encompass both claims management and unemployment hearing assistance for the lowest price. Also provides secure database for online reports and claims management, utilizes the UI SIDES system which allows all claim activity to be conducted electronically which decreases lag time in obtaining and reporting information to the State and provide a knowledgeable staff with unemployment benefits field. Options: 1) Select another vendor from RFP review; 2) Have County handle own claims manually (will be unable to use IDES electronic system)

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Total Contract Amount: $6,600.33  
Budget Line: 1100-1212-53160

Cost for Remainder of FY18 $367.00; FY19 $2,200.00; FY20 $2,200.00; FY21 $1,833.33
<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
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<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensions</th>
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<td>UOM</td>
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<td>Description</td>
<td>FY</td>
<td>Dept #</td>
<td>Acctg Unit</td>
<td>Acct #</td>
<td>Sub-Accts and/or Activity #</td>
<td>Unit Price</td>
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</tbody>
</table>

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Although this contract term will span several fiscal years, we would like it to show on one line as one lump sum.

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Criteria Score Sheet
RFP 18-080-DT UNEMPLOYMENT COMPENSATION ADMINISTRATION

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Available</th>
<th>Equifax</th>
<th>Employers Edge</th>
<th>NSN Employer Services</th>
<th>Sedgwick</th>
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<td>Key Qualifications</td>
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<td>Project Understanding</td>
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<td><strong>100</strong></td>
<td><strong>85</strong></td>
<td><strong>80</strong></td>
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</table>
Required Vendor Ethics Disclosure Statement

Effective date: 8/25/2018

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $250,000, shall provide a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official who will vote on the contract to be awarded or renewed. 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, partners, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contract person has made contributions.

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

<table>
<thead>
<tr>
<th>Add</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Add</th>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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 disqualification from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 90 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoardPolicies

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

Authorized Signature

Printed Name: Matt Brady
Title: Partner
Date: 8/25/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO LAKESHORE DAIRY INCORPORATED
FOR THE PURCHASE OF FLUID DAIRY
FOR THE DUPAGE CARE CENTER RESIDENTS AND
CAFE AND THE CAFE’S LOCATED IN THE
JTK ADMINISTRATION AND JUDICIAL OFFICE FACILITY
(CONTRACT AMOUNT: $59,926.88)

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

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order for the purchase of fluid dairy, from September 1, 2018 through August 31, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for the purchase of fluid dairy, for the period from September 1, 2018 through August 31, 2019, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Lakeshore Dairy Incorporated, 985 Marshall Drive, Des Plaines, Illinois 60016, for a total contract amount not to exceed $59,926.88, per lowest responsive bid #18-124-GV.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>August 9, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>08/09/2018 11:19 AM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>08/09/2018 11:45 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/10/2018 12:06 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>08/13/2018 1:57 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>08/15/2018 7:42 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/16/2018 9:00 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>08/21/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>08/28/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>08/28/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions.

Attach Required Vendor Ethics Disclosure Statement.

<table>
<thead>
<tr>
<th>Vendor: Lakeshore Dairy Inc.</th>
<th>Vendor #: 20685</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract</strong> September 1, 2018 - Term: August 31, 2019</td>
<td><strong>Contract Total:</strong> $59,926.88</td>
</tr>
<tr>
<td><strong>Dept:</strong> DuPage Care Center</td>
<td><strong>Contact:</strong> Mario Plata</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-784-4416</td>
<td><strong>Assigned Committee:</strong> Health and Human Services</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**
Fluid dairy for the DuPage Care Center residents and cafeteria and cafe's located in the JTK Administration Building and Judicial Office Facility for the period September 1, 2018 through August 31, 2019, for a contract not to exceed $59,926.88, per lowest responsible bid #18-124-GV.

**Reason for Procurement:**
Fluid Dairy items are required to provide well balanced meals that meet nutritional requirements and Illinois regulations.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1200-2025-52210 and 1200-2100-52210
- [ ] Budget Transfer (Date) ___________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 18-124-GV
  (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________________
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBILE, BID # ____________________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

cdk Aug 7, 2018
Prepared By Date Recommended for Approval Date IT Approval, if required Date

**REVIEWED BY (Initials Only)**

Date
Date

Date
Date

Date
Date

Chief Financial Officer
(Decision Memos Over $25,000)

Date
Chairman's Office
(Decision Memos Over $25,000)

Date
**Purchase Requisition**

**Procurement Services Division**

**Date:** Aug 6, 2018  
**MinuteTraq (IQM2) ID #:** 13246  
**Department Req #:** 7  
**RFP, Bid or Quote #:** 18-124

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Lakeshore Dairy Inc.</td>
<td>Dept: DuPage Care Center</td>
</tr>
<tr>
<td>Vendor #: 20685</td>
<td>Division: Dining Services</td>
</tr>
<tr>
<td>Attn: Patrick Izzo</td>
<td>Attn: Mario Plata</td>
</tr>
<tr>
<td>Email: <a href="mailto:lakeshoremilk@gmail.com">lakeshoremilk@gmail.com</a></td>
<td>Email: <a href="mailto:mario.plata@dupageco.org">mario.plata@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 985 Marshall Drive</td>
<td>Address: 400 N. County Farm Road</td>
</tr>
<tr>
<td>City: Des Plaines</td>
<td>Room:</td>
</tr>
<tr>
<td>State: IL</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Zip: 60016</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 773-447-0044</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Fax:</td>
<td>Phone: 630-784-4416</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Lakeshore Dairy Inc.</td>
<td>Dept: DuPage Care Center</td>
</tr>
<tr>
<td>Vendor #: 20685</td>
<td>Division: Dining Services</td>
</tr>
<tr>
<td>Attn: Patrick Izzo</td>
<td>Attn: Mario Plata</td>
</tr>
<tr>
<td>Email: <a href="mailto:lakeshoremilk@gmail.com">lakeshoremilk@gmail.com</a></td>
<td>Email: <a href="mailto:mario.plata@dupageco.org">mario.plata@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 985 Marshall Drive</td>
<td>Address: 400 N. County Farm Road</td>
</tr>
<tr>
<td>City: Des Plaines</td>
<td>Room:</td>
</tr>
<tr>
<td>State: IL</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Zip: 60016</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 773-447-0044</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Fax:</td>
<td>Phone: 630-784-4416</td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Christine Kliebhan</td>
<td>September 1, 2018</td>
<td>August 31, 2019</td>
</tr>
</tbody>
</table>

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td><strong>Fluid Dairy</strong></td>
<td></td>
<td>1200</td>
<td>2025</td>
<td>52210</td>
<td></td>
<td></td>
<td>55,426.88</td>
<td>55,426</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td><strong>Fluid Dairy</strong></td>
<td></td>
<td>1200</td>
<td>2100</td>
<td>52210</td>
<td></td>
<td></td>
<td>4,500.00</td>
<td>4,500</td>
</tr>
<tr>
<td>3</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Requisition Total: $ 59,926**

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Contract purchase order for fluid dairy for the DuPage Care Center and Cafe and Cafe’s located in the JTK Administration Building and the Judicial Off Facility for the period September 1, 2018 through August 31, 2019, per lowest responsible bid #18-124-GV.

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

August 21, 2018   HHS Committee  
August 28, 2018   County Board  

Packet Pg. 42
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Lakeshore Dairy Inc.</th>
<th>Contact Phone: (773) 447-0344</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Contact: Rachel Tetz</td>
<td>Contact Email: <a href="mailto:LakeshoreDAIrc@gmail.com">LakeshoreDAIrc@gmail.com</a></td>
</tr>
</tbody>
</table>

8.B.1.c

Packet Pg. 43

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 90 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

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

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

Authorized Signature: [Signature on File]

Printed Name: [Name]
Title: President
Date: 7-05-18

Attach additional sheets if necessary. Sign each sheet and number each page. Page [ ] of [ ] (total number of pages)

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.1
4/1/16
## DuPage County Procurement Services Division
### Bid Tabulation

#### 18-124-GV Fluid Dairy Products

<table>
<thead>
<tr>
<th>Firm</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeshore Dairy, Inc</td>
<td>$14,981.72</td>
</tr>
<tr>
<td>McMahon Food Corporation</td>
<td>$17,336.49</td>
</tr>
<tr>
<td>Cloverleaf Farms Distributors</td>
<td>$21,875.56</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Requesting Documents</td>
<td>7</td>
</tr>
<tr>
<td>Total Responses Received</td>
<td>3</td>
</tr>
<tr>
<td>Event Open Date</td>
<td>07/26/18 @ 1:00 pm</td>
</tr>
<tr>
<td>Attended</td>
<td>GV/JM</td>
</tr>
<tr>
<td>SECTION 2 - FEB 2018 PRICING</td>
<td>$4,925.56</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>SECTION 2 - MARCH 2018 PRICING</td>
<td>$4,963.64</td>
</tr>
<tr>
<td>SECTION 2 - APRIL 2018 PRICING</td>
<td>$5,092.58</td>
</tr>
<tr>
<td><strong>TOTAL BID</strong></td>
<td><strong>$14,981.72</strong></td>
</tr>
</tbody>
</table>

**BID AWARD CRITERIA:**
This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total bid amount.

**TOTAL BID AMOUNT:** $14,981.72

[Print or Type in words]

**Fourteen Thousand Nine Hundred Eighty One and 72/100 Dollars**

59,926.88 for one year
WHEREAS, Resolution JPS-P-0380-17 was approved and adopted by the County Board on 9/26/17, and

WHEREAS, the Judicial/Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 2765-0001-SERV, issued to Sentinel Offender Services LLC, to provide court ordered GPS device or Electronic Monitoring Services to juveniles and indigent adult offenders and their victims, for the DuPage County Probation and Court Services, to increase the total the contract $15,000, resulting in an amended contract total amount of $58,635.60.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract #2765-0001-SERV, issued to Sentinel Offender Services LLC, to provide court ordered GPS device or Electronic Monitoring Services to juveniles and indigent adult offenders and their victims, for the period of September 21, 2017 through September 20, 2018, for the DuPage County Probation and Court Services, to increase the total amount of the contract $15,000, resulting in an amended contract total amount of $58,635.60.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## Requesting Department: Probation & Court Services

<table>
<thead>
<tr>
<th>Contact Email:</th>
<th>Department Contact: Sharon Donald</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:sharon.donald@dupageco.org">sharon.donald@dupageco.org</a></td>
<td>Contact Phone: 630-407-6413</td>
</tr>
<tr>
<td>Vendor Name: Sentinel Offender Services LLC</td>
<td>Vendor #: 13392</td>
</tr>
</tbody>
</table>

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

Requesting to increase the total PO by $15,000.00.

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

Activity levels for GPS monitoring has increased for victims, and pretrial offenders.

### Strategic Impact
- Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Quality of Life

This is a necessary expense to monitor offender activity, assuring public safety.

### Source Selection/Vetting Information
- Describe method used to select source.

This contract is under the National Association of State Procurement Officers (NASPO) and offers an Offender Pay Program.

### Recommendations/Alternatives
- Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) To insure invoices continue to get paid.
2) GPS monitoring is essential for the safety of the public.

### Fiscal Impact/Cost Summary
- Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

$11,500.00 is available for Probation General Fund 1000-6100-53410, and $3,500.00 is available for Probation Fees 1400-6120-53410.
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2765-0001 SERV</th>
<th>Original Purchase Order Date: 9/21/17</th>
<th>Change Order #:</th>
<th>Department: Probation &amp; Court Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Sentinel Offender Services, LLC</td>
<td>Vendor #: 13392</td>
<td>Dept Contact: Sharon Donald</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Increase Contract $15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Change order to decrease Line 3 by $6,272.05 and add $6,272.05 to Line 4. Add $3,500.00 to Line 3- 1400-6120-53410, and add $11,500.00 to Line 4- 1000-6100-53410.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Column</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$43,635.60</td>
</tr>
<tr>
<td>B</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>$43,635.60</td>
</tr>
<tr>
<td>D</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>E</td>
<td>$58,635.60</td>
</tr>
</tbody>
</table>

#### DECISION MEMO NOT REQUIRED

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

#### DECISION MEMO REQUIRED

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

<table>
<thead>
<tr>
<th>KT</th>
<th>8S36</th>
<th>Jul 31, 2018</th>
<th>SAD</th>
<th>8413</th>
<th>Jul 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: NASPO Contract # ( )

Company Name: Sentinel Offender Services LLC
Contact Phone: 800-929-8201
Company Contact: Mike Dean
Contact Email: mdean@sentineladvantage.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

Authorized Signature: Signature on file

Printed Name: Dennis Fuller
Title: Chief Financial Officer
Date: August 7, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition 25k and over

LEG-P-0224-18

AWARDING RESOLUTION TO
BGR GOVERNMENT AFFAIRS, LLC
FOR CONSULTING SERVICES AS LOBBYISTS
(COUNTY COST: $80,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of a Contract to BGR Government Affairs, LLC, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County’s Division of Transportation and Stormwater Management, for the period September 1, 2018 through August 31, 2019, for the DuPage County Board.

NOW, THEREFORE, BE IT RESOLVED that County Contract covering said, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County’s Division of Transportation and Stormwater Management, for the period September 1, 2018 through August 31, 2019, for the DuPage County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to BGR Government Affairs, LLC, the Homer Building, 11th Floor South, 601 Thirteenth Street, NW, Washington, DC., 20005, for a contract total not to exceed $80,000.00.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________________________
PAUL HINDS, COUNTY CLERK
# PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
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<tr>
<td>August 6, 2018</td>
<td>$80,000</td>
<td>9/1/18 THRU 8/31/19</td>
<td>LEGISLATIVE &amp; GOVERNMENTAL AFFAIRS COMMITTEE</td>
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## SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
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<tr>
<td>Sheryl Markay</td>
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<tr>
<td>James McGuire</td>
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<td>Paul Rafac</td>
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<td>Tom Cuculich</td>
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</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>08/28/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>08/28/2018 10:00 AM</td>
</tr>
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## Purchase Requisition

### Procurement Services Division

**Date:** Aug 1, 2018  
**MinuteTraq (IQM2) ID #:** 13195  
**Department Req #:**  
**RFP, Bid or Quote #:**

### Send Purchase Order To:

- **Vendor:** BGR Government Affairs, LLC  
- **Vendor #:** 13275  
- **Attn:** William K. Viney  
- **Email:** bviney@bgrdc.com  
- **Address:** The Homer Building, 11th Floor, 601 13th St. NW  
- **City:** Washington  
- **State:** DC  
- **Zip:** 20005  
- **Phone:** 202-333-4936

### Send Invoices To:

- **Vendor:** BGR Government Affairs, LLC  
- **Vendor #:** 13275  
- **Attn:** Sheryl Markay  
- **Email:** sheryl.markay@dupageco.org  
- **Address:** 421 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-6012

### Send Payments To:

- **Vendor:** BGR Government Affairs, LLC  
- **Vendor #:** 13275  
- **Attn:**  
- **Email:**  
- **Address:** PO Box 14416  
- **City:** Washington  
- **State:** DC  
- **Zip:** 20005  
- **Phone:** 202-333-4936

### Send Invoices To:

- **Vendor:** BGR Government Affairs, LLC  
- **Vendor #:** 13275  
- **Attn:** Sheryl Markay  
- **Email:** sheryl.markay@dupageco.org  
- **Address:** 421 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-6012

### Payment Terms

- **F.O.B.:**  
- **PO 20 Delivery Date:**  
- **Requisitioner:**

### Use for PO25 only

- **Contract Administrator:**
- **Contract Start Date:** 9/1/2018  
- **Contract End Date:** 8/31/2019

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
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<td>18</td>
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<td>EA</td>
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<td>Consulting Services as a Lobbyist</td>
<td>19</td>
<td>1000</td>
<td>1180</td>
<td>53050</td>
<td>15,000.00</td>
<td>15,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $80,000

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Aug 1, 2018
MinuteTraq (IQM2) ID #: 13195
Department Requisition #: ________

Requesting Department: County Board
Contact Email: sheryl.markay@dupageco.org
Vendor Name: BGR Government Affairs

Department Contact: Sheryl Markay
Contact Phone: 630-407-6012
Vendor #: 13275

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Renew contract for lobbyist services (at the federal level) at the same amount as last year.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
It is important that the views of DuPage County are communicated to policy makers at the federal level. BGR Government Affairs, LLC (Bill Viney) has represented DuPage County since 2009, ensuring the county’s positions on key issues are relayed to Members of Congress, Congressional Staff, and Federal Agency personnel. BGR assists with the development of federal priorities, legislative strategies and the county’s annual federal agenda. BGR also identifies and assists with federal funding opportunities.

Strategic Impact - Quality of Life
Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.
From internet sales tax policy to the administration of Medicaid to the federal highway program, issues before Congress have a direct impact on the county budget and ability to provide local services to our citizens. Having an experienced individual on the Hill everyday to identify emerging issues/funding opportunities and to educate members and staff as to the impact of issues on county government is critical.

Source Selection/Vetting Information - Describe method used to select source.
Professional Services Selection

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1. Selection of BGR Government Affairs, LLC - BGR Principal Bill Viney, a native of Wheaton, possesses extensive knowledge of the federal appropriations process and has a strong grasp of county operations and issues. He maintains solid bi-partisan relationships with members of the Illinois Delegation and key members of Congress.
2. Selection of other entity
3. Selection of no entity

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
The contract will be in effect for the period of 9/1/18 to 8/31/19 in the amount of $80,000.
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of September, 2018 and is entered into by and between the County of DuPage, a body politic and corporate ("County") and BGR Government Affairs, LLC a Contractor ("Contractor")

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term:** This Agreement is for a term commencing, September 1, 2018 and continuing through August 31, 2019 ("Term"), unless terminated sooner as provided herein.

3. **Termination**

3.1 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 insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

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

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

4. **Scope of Services:** Individual agrees to provide the services required and, if applicable, set forth on Exhibit “A” including the deliverables set forth thereon (“Services”), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual’s fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

5. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a monthly rate of $6,666.66, with a total that shall not exceed, Eighty Thousand Dollars, ($80,000.00), with no reimbursement for expenses. Compensation shall be based on actual services performed during the Term of this Agreement and the County shall not be obligated to pay for any services not in compliance.
with this Agreement. In the event of early termination of this Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Events of Default and Remedies.**

7.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.

7.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.

8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.

Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

9 **Confidentiality and Ownership of Documents.**

9.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
9.2 Ownership. All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual’s possession, such items shall be restored or replaced at Individual’s expense.

10. Representations and Warranties of Individual: Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

10.1 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

10.2 Compliance with Laws. Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.

10.3 Good Standing. Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

10.4 Authorization. In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.

11. Independent Contractor: It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual’s employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Individual hereby represents that Contractor’s valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number: 20-1034580

12. Indemnification: Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and
character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Individual and County shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.

13. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County’s sole option the right to declare Individual in default under this Agreement.

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

14.1 **Automobile Insurance.** If Contractor will be driving a vehicle in the course of performing the Services, Contractor shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

14.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Contractor carry Commercial General Liability Insurance, Professional Liability Insurance and Worker’s Compensation and Employer’s Liability Insurance, Contractor agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Contractor or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the gross negligence of the County.

15. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE COUNTY:**
DuPage County Board Office
421 North County Farm Road
Wheaton, IL 60187

**COPY TO:**
James McGuire, Procurement Officer
DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

**COPY TO:**
Assistant State's Attorney
William J. Bauer Judicial Office Facility - Annex
503 North County Farm Road
Wheaton, Illinois 60187
16. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.

17. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

18. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

19. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY OF DU PAGE

By: ____________________

James McGuire

Procurement Officer

CONTRACTOR

By: ____________________

William K. Viney

BGR Government Affairs, LLC
SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>County’s Purchase Order #</th>
<th>County Resolution #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name</td>
<td>BGR <strong>Government</strong> Affairs</td>
</tr>
<tr>
<td>County’s Project Manager</td>
<td>Sheryl Markay</td>
</tr>
</tbody>
</table>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution. The undersigned agree that this project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF INDIVIDUAL'S WORK**
   Provide consultation services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch.

2. **MILESTONE/DELIVERABLE INFORMATION:**
   Will provide regular updates and reports as directed, to the County Board Chairman, the Chairman of the Legislative & Governmental Affairs Committee, and the County Board.
Required Vendor Ethics Disclosure Statement

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

Date: ___________________________
Bid/Contract/PO #: ___________________________

Company Name: BGR
Company Contact: BILL VINEY
Contact Phone: 202-333-4386
Contact Email: BILLVOCESGMAIL.COM

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

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

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

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</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

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

Authorized Signature: ___________________________
Printed Name: ___________________________
Title: ___________________________
Date: ___________________________

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
Instructions

Vendor Ethics Disclosure Statement

This form is filed by contract; a separate disclosure form must be filed for every contract action or informational update.

Company Name:  Name under which the contract is or will be awarded.
Company Contact & Phone: Individual to be contacted if necessary
“Bid/Contract/PO/Description” identifying County reference. If an identifying County number has not been issued, include a detailed description of the services or goods to be provided including dollar amount, time frame, etc.

Section:  B Contribution
Recipient:  identify recipient of contribution
Donor:  name under which the contribution was made, identify relationship to contractor
Description:  identify the nature of the contribution
Amount/Value:  monetary value of the contribution and method of valuation
Date Made:  date of contribution

Authorization:
Signature, Name and Title of individual/officer/agent legally authorized to sign on behalf of the contractor.
Date:  date form was completed and signed.
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Contract Term</th>
<th>Contract Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>BGR Government Affairs, LLC</td>
<td>13375</td>
<td>9/1/18 to 8/31/2019</td>
<td>$80,000.00</td>
</tr>
</tbody>
</table>

**Dept:** County Board  

**Contact:** Sheryl Markay  

**Phone:** 630-407-6012  

**Assigned Committee:** Legislative

**Description of Procurement/Scope of Work/Background:** Consulting services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch. Not to exceed 80,000.

**Reason for Procurement:** It is important that the views of DuPage County government are communicated to the policy makers at the federal level. BGR will assist the county to develop and secure federal funding opportunities, define a legislative agenda and strengthen its relations with the Administration and Congressional decision makers. Previously the county has retained lobbyists at both federal and state levels. BGR Government Affairs, LLC has represented DuPage County since September 2009.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1600-3000-53050, 1500-3500-53050 and 1000-1180-53050
- [ ] Budget Transfer (Date) _______ Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC-4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________</td>
<td>Aug 1, 2018</td>
<td>___________</td>
<td>8/7/18</td>
<td>___________</td>
<td>8/7/18</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________</td>
<td>___________</td>
<td>___________</td>
<td>8-7-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________</td>
<td>___________</td>
<td>___________</td>
<td>8-7-18</td>
</tr>
</tbody>
</table>
Requisition 25k and over

LEG-P-0225-18

AWARDING RESOLUTION TO
ALL-CIRCO, INC.
FOR CONSULTING SERVICES AS A LOBBYIST
(COUNTY COST: $90,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Legislative Committee recommends County Board approval for the issuance a Contract to All-Circo, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2018 through September 14, 2019, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2018 through September 14, 2019, for County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to All-Circo, Incorporated, 670 N. Clark St., 4th Floor, Chicago, Illinois, 60654, for a contract total amount of $90,000.00.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 7, 2018</td>
<td>$90,000</td>
<td>9/15/2018 THRU 9/14/2019</td>
<td>LEGISLATIVE &amp; GOVERNMENTAL AFFAIRS COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required  Other Professional Services - Detailed Vetting Process Required

Doreen Phillipp  Completed  08/08/2018 10:57 AM
Sheryl Markay  Completed  08/08/2018 12:12 PM
Kathy Ostrowski  Completed  08/08/2018 12:16 PM
James McGuire  Completed  08/09/2018 2:58 PM
Paul Rafac  Completed  08/09/2018 5:53 PM
Tom Cuculich  Completed  08/10/2018 8:28 AM
Kathy Ostrowski  Completed  08/10/2018 9:42 AM
Legislative & Governmental Affairs Committee  Completed  08/14/2018 9:30 AM
Finance Committee  Pending  08/28/2018 8:00 AM
County Board  Pending  08/28/2018 10:00 AM
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

<table>
<thead>
<tr>
<th>Vendor: All-Circo, Inc.</th>
<th>Vendor #: 13276</th>
<th>Contract Term: 9/15/18 to 9/14/19</th>
<th>Contract Total: $90,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: County Board</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact: Sheryl Markay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-407-6012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assigned Committee: Legislative</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Consulting services as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State government. Previously the county has retained lobbyists at both the federal and state level. All-Circo has represented DuPage County since September of 2011.

**Reason for Procurement**

It is important that the views of DuPage County government are communicated to the policy makers at the state level. The firm of All-Circo will continue to represent the county through lobbying activities before the legislative leaders, members of the Illinois General Assembly and the Governor's office. All-Circo will assist with the development of legislative strategies and annual legislative agenda; build coalition; coordinate the regular submittal of reports highlighting major activities and offer advice and counsel regarding state government issues.

**Funding Source**

- [ ] Procurement budgeted for (FY and budget code(s)): 1000-1180-53050
- [ ] Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL Enter Bid # Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- [ ] PER 55 ILS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP #
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

**Prepared By and Approval(s) (Initials Only)**

- MB Aug 14, 2018 9-G-18
  - Prepared By Date Recommended for Approval Date

**Reviewed By (Initials Only)**

- 8/9/18 8-G-18
  - Buyer Date Procurement Officer Date
  - 8-9-18 8-10-18
  - Chief Financial Officer Chairman's Office
  - (Decision Memos Over $25,000) Date

---

*Attachment: All-Circo, Inc. - Checklist (LEG-P-0225-18: All-Circo, Inc.)*
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

Date: Aug 14, 2018
MinuteTraq (IQM2) ID #: 13218
Department Requisition #: ________________

Requesting Department: County Board
Department Contact: Sheryl Markay

<table>
<thead>
<tr>
<th>Contact Email: <a href="mailto:sheryl.markay@dupageco.org">sheryl.markay@dupageco.org</a></th>
<th>Contact Phone: 630-407-6012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: All-Circo, Inc.</td>
<td>Vendor #: 13276</td>
</tr>
</tbody>
</table>

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

Renew contract lobbyist services to represent DuPage County at the state level.

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

It is important that the views of DuPage County are communicated to policy makers at the state level. All-Circo, Inc. has ably represented DuPage County since 2011 through lobbying activities before the leadership and membership of the Illinois General Assembly and the Executive Branch of government. All-Circo, Inc. will assist with the development of legislative strategies, an annual legislative agenda, and help build coalitions with Cook and the Collar Counties.

Strategic Impact - Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

Quality of Life

Quality of Life and the ACT Initiative. DuPage County continues to seek legislative authority to reduce the size of government and to eliminate barriers to service sharing and collaboration among other units of local government. Protecting local revenues, fighting unfunded mandates, opposing cuts to Medicaid that would negatively impact the Care Center’s and Health Department’s budgets, and opposing legislation that would remove local authority, are key to maintaining the level of critical services DuPage County provides to its citizens.

Source Selection/Vetting Information - Describe method used to select source.

Professional Services Selection

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Selection of All-Circo, Inc. - an effective and respected government relations firm that represents a diverse portfolio of clients in Springfield. President John Kelly, Jr. has over twenty years of proven success navigating the legislative process.
2. Selection of other entity.
3. Selection of no entity.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The contract will be in effect from 9/15/18 to 9/14/19 at a cost of $90,000.
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 15 day of September, 2018 and is entered into by and between the County of DuPage, a body politic and corporate ("County") and, All-Circo, an Independent Contractor ("Individual").

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term:** This Agreement is for a term commencing September 15, 2018, and continuing through September 14, 2019 ("Term"), unless terminated sooner as provided herein.

3. **Termination**

   3.1 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 insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

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

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

4. **Scope of Services:** Individual agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

5. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a monthly rate of, seven thousand-five hundred dollars, ($7,500.00) and shall not exceed, ninety thousand dollars, ($90,000.00) with no reimbursement for expenses. Compensation shall be based on actual services performed during the Term of this Agreement and the County shall not be obligated to pay for any services not in compliance with this Agreement. In the event of early termination of this
Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, “Local Government Prompt Payment Act”. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Events of Default and Remedies.**

7.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.

7.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.

8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.

9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

10. **Confidentiality and Ownership of Documents.**

10.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
10.2 Ownership. All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.

11. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

11.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

11.2 **Compliance with Laws.** Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.

11.3 **Good Standing.** Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

11.4 **Authorization.** In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

11.5 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.

12. **Independent Contractor:** It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Individual hereby represents that Individual's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) is: 36-3152344.

13. **Indemnification:** Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees.
or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Individual and County shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.

14. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County’s sole option the right to declare Individual in default under this Agreement.

15. **Insurance.**

15.1 **Automobile Insurance.** If Individual will be driving a vehicle in the course of performing the Services, Individual shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

15.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Individual carry Commercial General Liability Insurance, Professional Liability Insurance and Worker’s Compensation and Employer’s Liability Insurance, Individual agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Individual or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the gross negligence of the County.

16. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE COUNTY:**
DuPage County Board  
421 North County Farm Road  
Wheaton, IL 60187  
Attn: Sheryl Markay

**COPY TO:**  
James McGuire, Procurement Officer  
DuPage County Procurement Services Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

**COPY TO:**  
Assistant State’s Attorney Governmental Affairs & Special Litigation Division  
503 North County Farm Road  
Wheaton, Illinois 60187

**IF TO INDIVIDUAL:**
COUNTY OF DuPAGE, ILLINOIS

All-Circo Inc.
670 N. Clark Street, 4th Floor
Chicago, IL 60654

17. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

19. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

20. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Duly authorized representatives as of the date first above written.

COUNTY OF DU PAGE

By: ____________________________
    JAMES MCGUIRE
    PROCUREMENT OFFICER

ALL-CIRCO INC.

By: ____________________________
    JOHN J. KELLY, JR.
    PRINCIPAL
Exhibit A

SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>County’s Purchase Order #</th>
<th>County Resolution #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name</td>
<td>All-Circo, Inc.</td>
</tr>
<tr>
<td>Contract Date</td>
<td>9/15/18-9/14/19</td>
</tr>
<tr>
<td>County’s Project Manager</td>
<td>Sheryl Markay</td>
</tr>
<tr>
<td>Contractor’s Project Manager</td>
<td>John J. Kelly, Jr.</td>
</tr>
</tbody>
</table>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution.

DESCRIPTION OF INDIVIDUAL’S WORK:

Consulting service as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State Government

MILESTONE/DELIVERABLE INFORMATION:

Will provide regular updates and reports as directed to the County Board Chairman, Chairman of the Legislative & Government Affairs Committee and the County Board.
<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Consulting Services as a Lobbyist</td>
<td>18</td>
<td>1000</td>
<td>1180</td>
<td>53050</td>
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<td></td>
<td>22,500.00</td>
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<tr>
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<td>53050</td>
<td></td>
<td></td>
<td>67,500.00</td>
<td>67,500.00</td>
</tr>
</tbody>
</table>

Requisition Total $90,000

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

Not to exceed the yearly amount of 90,000

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>All-Circo, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Contact:</td>
<td>John Kelly</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>312-750-9262</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:jkelly@allcirco.com">jkelly@allcirco.com</a></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>John J. Kelly, Jr.</td>
<td>312-750-9262</td>
<td><a href="mailto:jkelly@allcirco.com">jkelly@allcirco.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

Authorized Signature [Redacted]

Printed Name John J. Kelly, Jr.

Title President

Date 8/8/18
AWARDING RESOLUTION TO
ROGER C. MARQUARDT & CO., INC.,
FOR CONSULTING SERVICES AS A LOBBYIST
(COUNTY COST: $90,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of a Contract to Roger C. Marquardt and Company, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2018 through September 14, 2019, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2018 through September 14, 2019, for County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Roger C. Marquardt and Company, Incorporated, 311 South County Farm Road, Wheaton, Illinois, 60187, for a contract total amount of $90,000.00.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________________
PAUL HINDS, COUNTY CLERK
<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 8, 2018</td>
<td>$90,000</td>
<td>9/15/2018 THRU 9/14/2019</td>
<td>LEGISLATIVE &amp; GOVERNMENTAL AFFAIRS COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- **Decision Memo Required**: Other Professional Services - Detailed Vetting Process Required

  - Doreen Phillipp: Completed 08/08/2018 9:43 AM
  - Sheryl Markay: Completed 08/08/2018 9:45 AM
  - Kathy Ostrowski: Completed 08/08/2018 10:35 AM
  - James McGuire: Completed 08/09/2018 2:57 PM
  - Paul Rafac: Completed 08/09/2018 5:52 PM
  - Tom Cuculich: Completed 08/10/2018 8:29 AM
  - Kathy Ostrowski: Completed 08/10/2018 9:49 AM
  - Legislative & Governmental Affairs Committee: Completed 08/14/2018 9:30 AM
  - Finance Committee: Pending 08/28/2018 8:00 AM
  - County Board: Pending 08/28/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

---

### Send Purchase Order To:

- **Vendor:** Roger C. Marquardt & Co., Inc.  
  **Vendor #:** 11715
- **Attn:** John Chip Humes  
  **Email:** chip@marquardtco.com
- **Address:** 311 South County Farm Road, Suite 1
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-688-7552

### Send Invoices To:

- **Vendor:** Roger C. Marquardt & Co., Inc.  
  **Vendor #:** 11715
- **Attn:** Sheryl Markay  
  **Email:** sheryl.markay@dupageco.org
- **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6012

### Send Payments To:

- **Vendor:** Roger C. Marquardt & Co., Inc.  
  **Vendor #:** 11715
- **Attn:** John Chip Humes  
  **Email:** chip@marquardtco.com
- **Address:** 311 South County Farm Road, Suite 1
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-688-7552

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  **Vendor #:** 11715
- **Attn:** Sheryl Markay  
  **Email:** sheryl.markay@dupageco.org
- **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6012

### Payment Terms

- **F.O.B.:** PO 20  
  **Destination:**  
  **PO 20 Delivery Date:**  
  **Requisitioner:**

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct | Sub-Accts and/or Activity # | Unit Price | Extensor | Requisition Total |
<table>
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**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Not to exceed yearly amount of $90,000.

**Special Instructions/Comments to Buyer or Approver** (these comments will **NOT** appear on the Purchase Order):

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order):
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Aug 2, 2018
MinuteTraq (IQM2) ID #: 13152
Department Requisition #: 

Requesting Department: County Board
Department Contact: Sheryl Markay
Contact Email: sheryl.markay@dupageco.org
Vendor Name: Roger C. Marquardt & Company
Vendor #: 11715
Contact Phone: 630-407-6012

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Renew contract for state lobbyist services at the same amount as last year.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
It is important that the views of DuPage County are communicated to policy makers at the state level. John "Chip" Humes of Marquardt & Co. will continue to coordinate the county's legislative activities in Springfield to ensure members of the DuPage Delegation and House and Senate leadership are informed of the county's position on key legislation. He will also assist with the development of legislative strategies, the county's annual legislative program, and draft bills/amendments.

Strategic Impact
Quality of Life - Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
Quality of Life and ACT Initiative - DuPage County continues to seek legislative authority to dissolve duplicative county appointed agencies and to remove barriers to service sharing and collaboration among units of local government. Protecting local revenues, fighting unfunded mandates, opposing cuts to Medicaid that would adversely impact the Care Center and Health Department, and opposing legislation that would remove local authority, are key to maintaining our quality of life and ability to fund critical local services.

Source Selection/Vetting Information - Describe method used to select source.
Professional Services Selection

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1. Selection of Marquardt & Co. - Marquardt & Co. is a respected government relations firm located in Wheaton that represents a number of local government clients. The team has a strong grasp of county operations/issues and solid relationships with members of the Illinois General Assembly and Executive Branch.
2. Selection of other entity
3. Selection of no entity

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
The contract will be in effect from 9/15/18 to 9/14/19 at a cost of $90,000.
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 15th day of September, 2018, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and Roger C. Marquardt & Co. Inc., an Independent Contractor ("Individual").

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

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

1. Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.

2. Term: This Agreement is for a term commencing 9/15/18, and continuing through 9/14/19 ("Term"), unless terminated sooner as provided herein.

3. Termination

3.1 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 insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

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

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

4. Scope of Services: Individual agrees to provide the services required and, if applicable, set forth on Exhibit “A” including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual’s fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

5. Compensation and Payment: Compensation for Services during the initial term shall be based on a monthly rate of $ 7,500.00 and shall not exceed, Ninety Thousand Dollars, ($ 90,000.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the County shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be
obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, “Local Government Prompt Payment Act”. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Events of Default and Remedies.**

7.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.

7.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.

8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.

9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

10. **Confidentiality and Ownership of Documents.**

10.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
10.2 **Ownership.** All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.

11. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

11.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

11.2 **Compliance with Laws.** Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.

11.3 **Good Standing.** Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

11.4 **Authorization.** In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

11.5 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.

12. **Independent Contractor:** It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County.

13. **Indemnification:** Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein
shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the 
Individual and County shall not be deemed to have waived any rights, protections or immunities 
under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort 
Immunity Act.

14. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the 
Individual charges to other similarly situated parties. If Individual overcharges, in addition to all 
other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at 
the rate of 1% per month from the date the overcharge was paid by the County until the date refund 
is made. The County has the right to offset any overcharge against any amounts due to Individual 
under this or any other Agreement between Individual and the County, and at the County’s sole 
option the right to declare Individual in default under this Agreement.

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

The County of DuPage shall be named as additionally insured on all certificates of insurance. 
Certificates should be faxed (send hard copy via mail) to:

DuPage County Procurement Services Division 
Attention: Debby Thompson 
421 North County Farm Road 
Wheaton, IL 60187-3978 

TX: (630) 407-6184 
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any 
or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

15.1 **Automobile Insurance.** If Individual will be driving a vehicle in the course of performing 
the Services, Individual shall attach a copy of its current automobile insurance card 
confirming that the vehicle is covered by insurance.

15.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Individual 
carry Commercial General Liability Insurance, Professional Liability Insurance and 
Worker’s Compensation and Employer’s Liability Insurance, Individual agrees to hold the 
County, its members, trustees, employees, agents, officers and officials, harmless from all 
liability in any claim or action made by Individual or any third party, and harmless from 
any judgment awarded by any court or administrative body, for personal injury, disability 
or death, or damage or destruction of property resulting from or connected with the 
Services, unless caused by the gross negligence of the County.

16. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses 
and persons set forth below, or to such other addresses as may be designated by a party in writing. 
All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or 
facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial 
express courier specifying next day delivery, with written verification of receipt.
17. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

19. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

20. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**COUNTY OF DU PAGE**

By: 
JAMES MC GUIRE
PROCUREMENT OFFICER

**ROGER C. MARQUARDT & CO., INC**

By: 
John Chip Humes
Principal
Exhibit A

SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>County’s Purchase Order #</th>
<th>County Resolution #</th>
</tr>
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<tbody>
<tr>
<td>Contract Name</td>
<td>Contract Date</td>
</tr>
<tr>
<td>Roger C. Marquardt &amp; Co. Inc.</td>
<td>9/15/18 to 9/14/19</td>
</tr>
<tr>
<td>County’s Project Manager</td>
<td>Contractor’s Project Manager</td>
</tr>
<tr>
<td>Sheryl Markay</td>
<td>John Chip Humes</td>
</tr>
</tbody>
</table>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution.

1. **DESCRIPTION OF INDIVIDUAL’S WORK:**
   Consulting service as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State Government

2. **MILESTONE/Deliverable Information:** Will provide regular updates and reports as directed to the County Board Chairman, Chairman of the Legislative & Government Affairs Committee and the County Board.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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<th>Email</th>
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</tbody>
</table>

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

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

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

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

Authorized Signature

Printed Name: John "Chip" Humes
Title: Lobbyist
Date: Jul 26, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Roger C. Marquardt & Co., Inc.  
Vendor #: 11715
Contract Term: 9/15/2018 to 9/14/2019
Contract Total: $90,000.00

Dept: County Board  
Contact: Sheryl Markay  
Phone: 630-407-6012  
Assigned Committee: Legislative

Description of Procurement/Scope of Work/Background
Consulting services as a lobbyist representing DuPage County government before the Illinois General Assembly and the Executive Branch of State Government. Previously the county has engaged lobbyists at both the federal and state level. John Chip Humes in particular has experience working directly with members of the DuPage delegation and has a strong grasp of county government and county issues.

Reason for Procurement
It is important that the views of DuPage County government are communicated to policy makers at the state level. John Chip Humes, of Roger C. Marquardt & Co., Inc. will represent the county through lobbying activities before the leadership and members of the General Assembly. He will assist with the development of legislative strategies, the county’s annual legislative agenda and offer advice regarding state government issues.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1000-1180-53050
☐ Budget Transfer (Date)  

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID #  
 bó (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid #  
 ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $25,000.00  
 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP #  
 (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP #
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID #

PREPARED BY AND APPROVAL(S) (Initials Only)

DP  
Prepared By:  
Date: Jul 27, 2018

Recommended for Approval:  
Date:  
IT Approval, if required:  
Date:

REVIEWED BY (Initials Only)

Buyer:  
Date: 6/9/16

Procurement Officer:  
Date: 8/9-18

Chief Financial Officer (Decision Memos Over $25,000):  
Date: 8-9-18

Chairman’s Office (Decision Memos Over $25,000):  
Date: 8-10-18

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
AWARDING RESOLUTION
ISSUED TO WHEATON SANITARY DISTRICT
FOR SANITARY SEWER UTILITY SERVICES
FOR THE COUNTY CAMPUS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: $464,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Wheaton Sanitary District, for sanitary sewer utility services, for the County campus, for the period October 1, 2018 through September 30, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for sanitary sewer utility services, for the County campus, for the period October 1, 2018 through September 30, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Wheaton Sanitary District, 1S649 Shaffner Road, Wheaton, IL 60187, $355,000.00 for Facilities Management and $109,000.00 for the Care Center, for a total contract amount not to exceed $464,000.00. Public Utility.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________
PAUL HINDS, COUNTY CLERK

Packet Pg. 87
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 18, 2018</td>
<td>OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$464,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  
Public Utility

- **Laura Grobe**  
  Completed  07/18/2018 4:15 PM

- **Tim Harbaugh**  
  Completed  07/18/2018 4:26 PM

- **Nick Kottmeyer**  
  Completed  07/20/2018 11:58 AM

- **Janelle Chadwick**  
  Completed  07/20/2018 1:15 PM

- **Kathy Ostrowski**  
  Completed  07/24/2018 9:30 AM

- **James McGuire**  
  Completed  07/24/2018 3:20 PM

- **Paul Rafac**  
  Completed  07/25/2018 4:07 PM

- **Kathy Ostrowski**  
  Completed  08/03/2018 8:51 AM

- **Public Works Committee**  
  Completed  08/21/2018 9:15 AM

- **Health & Human Services**  
  Completed  08/21/2018 10:15 AM

- **Finance Committee**  
  Pending  08/28/2018 8:00 AM

- **County Board**  
  Pending  08/28/2018 10:00 AM
Procurement Review Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Jul 16, 2018

Packet Pg. 89


Vendor: Wheaton Sanitary District
Vendor #: 10037

Contract Term: 10/01/18-09/30/19
Contract Total: $464,000.00

Dept: Facilities Management
Contact: Katie Boffa
Phone: 630-407-5700

Assigned Committee:
PW 08/07/18
HHS 06/07/18
CB 06/14/18

Description of Procurement/Scope of Work/Background
Recommendation for the approval of a contract purchase order to Wheaton Sanitary District, for sanitary sewer utility services, for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $464,000 (Facilities Management portion is $355,000 and the DuPage Care Center's portion is $109,000)

Reason for Procurement
Sanitary sewer services are required to maintain the operations of the County facilities.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 1000-1100-53220 & 1200-2045-53220
☐ Budget Transfer (Date) ______________________ Add'l Information ______________________

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # ______________________ (QUOTE < $25,000, BID $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ______________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:
Public Utility

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ______________________ (Include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ______________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ______________________

Prepared By

Jul 16, 2018

Recommended for Approval

Date

IT Approval, if required

Date

Reviewed By

7/24/18
Procurement Officer

Date

7-25-18
Chairman’s Office

Date

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Purchase Requisition
Procurement Services Division

Date: Jul 16, 2018
MinuteTraq (IQM2) ID #: 13078
Department Req #: 
RFP, Bid or Quote #: 

Send Purchase Order To:
Vendor: Wheaton Sanitary District  Vendor #: 10037
Attn: 
Address: 15649 Shaffner Road
City: Wheaton  State: IL  Zip: 60189
Phone: 630-668-1515

Send Invoices To:
Vendor: Wheaton Sanitary District  Vendor #: 10037
Attn: 
Address: 421 N County Farm Road
City: Wheaton  State: IL  Zip: 60187
Phone: 630-407-5700

Send Payments To:
Vendor: Wheaton Sanitary District  Vendor #: 10037
Attn: 
Address: PO Box 1389
City: Wheaton  State: IL  Zip: 60189
Phone: 630-668-1515

Ship To:
Vendor: Wheaton Sanitary District  Vendor #: 10037
Attn: 
Address: 421 N County Farm Road  Room: 2-700
City: Wheaton  State: IL  Zip: 60187
Phone: 630-407-5700

Payment Terms
PER 50 ILCS 505/1
Use for PO25 only

F.O.B.
PO 20 Delivery Date
Requisitioner
Katie Boffa

Contract Administrator
Contract Start Date
Contract End Date

Katie Boffa
Oct 1, 2018
Sep 30, 2019

Use for PO25 only

LN  Qty  UOM  Item Detail (Product #)  Description  FY  Dept #  Acctg Unit  Acct #  Sub-Accts and/or Activity #  Unit Price  Extension
1  1  LO  FM Sanitary sewer utility services  1000  1100  53220  355,000.00  355,000
2  1  LO  CC Sanitary sewer utility services  1200  2045  53220  109,000.00  109,000

Requisition Total $464,000

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
Sanitary sewer utility services for the County campus, for a one year period from 10/01/18 through 09/30/19.

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
PW 08/07/18, HHS 08/07/18, CB 08/14/18
WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to the City of Wheaton, for water utility services, for the County campus, for the period October 1, 2018 through September 30, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for water utility services, for the County campus, for the period October 1, 2018 through September 30, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to the, City of Wheaton, 303 W. Wesley, Wheaton, IL 60187, $530,000 for Facilities Management and $127,000 for the Care Center, for a total contract amount not to exceed $657,000.00. Public Utility.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>August 7, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

*No Decision Memo Required*  Per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding

Laura Grobe  
Completed  08/07/2018 2:22 PM

Tim Harbaugh  
Completed  08/07/2018 2:59 PM

Nick Kottmeyer  
Completed  08/08/2018 10:41 AM

Janelle Chadwick  
Completed  08/09/2018 9:33 AM

Kathy Ostrowski  
Completed  08/09/2018 9:34 AM

James McGuire  
Completed  08/13/2018 1:50 PM

Paul Rafac  
Completed  08/15/2018 7:44 AM

Kathy Ostrowski  
Completed  08/16/2018 11:09 AM

Public Works Committee  
Completed  08/21/2018 9:15 AM

Health & Human Services  
Completed  08/21/2018 10:15 AM

Finance Committee  
Pending  08/28/2018 8:00 AM

County Board  
Pending  08/28/2018 10:00 AM
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

<table>
<thead>
<tr>
<th>Vendor: City of Wheaton</th>
<th>Vendor #: 10074</th>
<th>Contract Term: 10/01/18-09/30/19</th>
<th>Contract Total: $657,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Katie Boffa</td>
<td>Phone: 630-407-5700</td>
<td>Assigned Committee: PW 08/21/18 HHS 08/21/18 CB 08/28/18</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**
Recommendation for the approval of a contract purchase order to City of Wheaton, for water utility services for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $657,000 (Facilities Management portion is $530,000 and the DuPage Care Center's portion is $127,000).

**Reason for Procurement:**
Water utility services are required to maintain the operations of the County facilities.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1000-1100-53220 & 1200-2045-53220

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # __________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________ [ ] Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

  Public Utility

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # __________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID Rules (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # __________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>KB</th>
<th>Aug 7, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>N</th>
<th>8/10/18</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CP</th>
<th>8/13/18</th>
<th>Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

(Decision Memos Over $25,000)

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 93
## Purchase Requisition

**Procurement Services Division**

**Date:** Aug 7, 2018  
**MinuteTraq (IQM2) ID #:** 13077  
**Department Req #:**  
**RFP, Bid or Quote #:**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Wheaton</td>
<td>Wheaton</td>
<td>60187</td>
</tr>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Address: 303 W Wesley PO Box 727</td>
<td>FAX:</td>
<td>630-260-2000</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Wheaton</td>
<td>Wheaton</td>
<td>60187</td>
</tr>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Address: 303 W Wesley PO Box 727</td>
<td>FAX:</td>
<td>630-260-2000</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Wheaton</td>
<td>Wheaton</td>
<td>60187</td>
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<td>Attn:</td>
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<tr>
<td>Address: 303 W Wesley PO Box 727</td>
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**Ship To:**

<table>
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<tbody>
<tr>
<td>City of Wheaton</td>
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<td>60187</td>
</tr>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Address: 303 W Wesley PO Box 727</td>
<td>FAX:</td>
<td>630-260-2000</td>
</tr>
</tbody>
</table>

**Payment Terms:**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Katie Boffa</td>
</tr>
</tbody>
</table>

**Use for:**

- Contract Administrator  
- Contract Start Date: Oct 1, 2018  
- Contract End Date: Sep 30, 2019  
- Use for PO25 only

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td>FM Water utility services</td>
<td>1000</td>
<td>1100</td>
<td>53220</td>
<td>530,000.00</td>
<td>530,000.00</td>
<td>127,000.00</td>
<td>127,000.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>CC Water utility services</td>
<td>1200</td>
<td>2045</td>
<td>53220</td>
<td>127,000.00</td>
<td>127,000.00</td>
<td>127,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $657,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Water utility services for the County campus, for the one year period 10/01/18 through 09/30/19

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

PW 08/21/18, HHS 08/21/18, CB 08/28/18
AWARDING RESOLUTION
ISSUED TO e.NORMAN SECURITY SYSTEMS, INC.
FOR THE CARD ACCESS SYSTEM UPDATE FOR THE JAIL
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $41,544.12)

WHEREAS, pursuant to an Intergovernmental Agreement between the County of DuPage and Government Services Administration (GSA) Contract #GS-07F-0450K, the County of DuPage will contract with e.Norman Security Systems, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to e.Norman Security Systems, Inc., for the card access system update for the Jail, for the period through November 30, 2018, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the card access system update for the Jail, for the period through November 30, 2018, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, e.Norman Security Systems, Inc., 1075 Shore Road, Naperville, IL 60563, for a total contract amount not to exceed $41,544.12.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________
________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
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</thead>
<tbody>
<tr>
<td>August 9, 2018</td>
<td>$41,544.12</td>
<td>THROUGH NOVEMBER 30, 2018</td>
<td>FACILITIES MANAGEMENT</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Decision Memo Required</th>
<th>Per Cooperative Agreement</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura Grobe</td>
<td>08/09/2018 4:20 PM</td>
</tr>
<tr>
<td>Tim Harbaugh</td>
<td>08/09/2018 4:25 PM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>08/13/2018 9:21 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>08/13/2018 9:30 AM</td>
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<tr>
<td>James McGuire</td>
<td>08/14/2018 4:02 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>08/15/2018 5:23 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>08/16/2018 9:07 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>08/16/2018 11:10 AM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>08/21/2018 9:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Tim Harbaugh</td>
<td>Phone: 630-407-5700</td>
<td>Public Works: 08/21/18</td>
</tr>
<tr>
<td>Assigned Committee: County Board: 08/28/18</td>
<td></td>
<td></td>
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</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Recommendation for the approval of a contract purchase order for the card access system update at the Jail, for Facilities Management, for a total contract amount not to exceed $41,544.12. Contract pursuant to the Governmental Joint Purchasing Act – GSA Contract: GS-07F-0450K. Job#1803229

**Reason for Procurement**
Replacement of current card reader system to replace system which is no longer supported by manufacturer.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 6000-1220-54110
- Budget Transfer (Date) ____________ Add'l Information ____________

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # __________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________ [Intergovernmental Agreement]
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [Public Utility]
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below: ____________

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- Under Government Joint Purchasing Act (30ILCS525) select one below
  - GSA Government Services Administration # GS-07F-0450K
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________ (Include Evaluation Summary if applicable)
- RENEWAL OF RFP # __________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # __________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tr>
<td>MV</td>
<td>Aug 8, 2018</td>
<td>6/18/18</td>
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</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/13/18</td>
<td></td>
<td>8-14-18</td>
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</table>

<table>
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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>8-15-18</td>
<td></td>
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</tbody>
</table>
Decision Memo
Procurement Services Division

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

Date: Aug 8, 2018
MinuteTraq (IQM2) ID #: 13080
Department Requisition #: _____________

Requesting Department: Facilities Management
Department Contact: Mark Thomas
Contact Email: mark.thomas@dupageco.org
Contact Phone: 630-407-8280
Vendor Name: e.Norman Security Systems, Inc.
Vendor #: 12255

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

Recommendation for the approval of a contract purchase order to e.Norman Security Systems, Inc., for the card access system update at the Jail, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $41,544.12. Contract pursuant to the Governmental Joint Purchasing Act – GSA Contract: GS-07F-0450K

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

The current card reader system is no longer supported by the manufacturer. The new card reader system upgrade will replace the existing system and allow for service, upgrades and additional support.

Strategic Impact - Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

Quality of Life

The card reader system update is necessary to allow for secure access control, access recording and access management.

Source Selection/Vetting Information - Describe method used to select source.

The GSA Schedule is a $45 billion government contract. Businesses, non-profit organizations, and educational institutions can obtain a GSA Schedule Contract to sell products and services to government customers. GSA Schedule Contracts streamline the government sales process because they have pre-established pricing, terms, and conditions that government buyers can use to purchase from a company. While GSA Schedule Contracts are primarily used to sell to federal agencies, in certain circumstances they can also be used to sell to state and local government.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Upgrade the current card reader access system to allow for continued operation. The upgrade option selected allows a cost effective solution that enables reuse of most of the existing hardware and all of the existing information.
2) Leaving current system in place will allow for risk of failure of hardware and software systems, upon which a new system would need to be obtained in an emergency manner. This does not allow for a controlled transition and would severely inhibit controlled access.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Monies have been budgeted for this project in the 2018 Capital Budget line 6000-1220-54110.
## Purchase Requisition
### Procurement Services Division

### Send Purchase Order To:
- **Vendor:** e.Norman Security Systems, Inc.  
  **Vendor #:** 12255
- **Attn:** Janusz Sochacki  
  **Email:** jsochacki@enormansecurity.com
- **Address:** 1075 Shore Road  
  **City:** Naperville  
  **State:** IL  
  **Zip:** 60563
- **Phone:** 630-364-3602

### Send Invoices To:
- **Vendor:** e.Norman Security Systems, Inc.  
  **Vendor #:** 12255
- **Attn:** Tim Harbaugh  
  **Email:** mary.ventrella@dupageco.org
- **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-5700

### Send Payments To:
- **Vendor:** e.Norman Security Systems, Inc.  
  **Vendor #:** 12255
- **Attn:** Mark Thomas  
  **Email:** mark.thomas@dupageco.org
- **Address:** 501 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-400-7501

### Minimalist Print-Friendly Version

### Send Purchase Order To:
- **Vendor:** e.Norman Security Systems, Inc.  
  **Vendor #:** 12255
- **Attn:** Janusz Sochacki  
  **Email:** jsochacki@enormansecurity.com
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  **Vendor #:** 12255
- **Attn:** Mark Thomas  
  **Email:** mark.thomas@dupageco.org
- **Address:** 501 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-400-7501

### Payment Terms
- **F.O.B.:**  
  **PO 20 Delivery Date:**  
  **Requisitioner:** Mary Ventrella

### Item Details

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
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<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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<td>41,544.12</td>
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</tr>
</tbody>
</table>

### Requisition Total
- **$** 41,544.12

### Header Comments
- (these comments will appear on the PO20 and PO25 Purchase Order):
  - Provide card access system update at the Jail, for Facilities Management

### Special Instructions/Comments to Buyer or Approver
- (these comments will NOT appear on the Purchase Order):

### User Department Internal Notes
- (these comments will NOT appear on the Purchase Order):
  - Job #1803229
  - Public Works Committee: 08/21/18  
    County Board: 08/28/18
Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Jul 11, 2018

Company Contact: Paul Gulczynski, President
Contact Phone: 630-364-360
Contact Email: pgulczynski@enormansecurity.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

Authorized Signature

Printed Name
Paul Gulczynski

Title
President

Date
July 11, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ________ (total number of pages)
August 6, 2018

Mark Thomas  
DuPage County Sheriff's Office  
501 N. County Farm Road  
Wheaton, IL 60187

Proposal: JS16072001-4  
Project: Card Access System  
Subject: Quote to Upgrade FCWnx to OnGuard

We are pleased to submit this revised proposal (Rev. 4) for your consideration. e.Norman Security Systems (eNSS) shall provide necessary material and labor for above project as described below.

In this revision (Rev. 4), I incorporated following changes:
- Added option for SQL Server 2016 Standard software license as new line item 4

Please note that current and active Software Support Agreement (SAA) for FCWnx software and software upgrade to the latest available version (Rev. 7.2 sp4) are prerequisite to migration from FCWnx to OnGuard. See line item 1 below for cost of renewing of SSA and upgrading FCWnx. Cost of SSA renewal and software upgrade are based on GSA Contract: GS-07F-0450K, which may facilitate single sourcing. e.Norman Security Systems, Inc. is authorized and certified GSA Service Provider under such contract. Federal Government has issued GSA Cooperative Purchasing Initiative that allows local and state municipalities to take advantage of GSA pricing. Please reference GSA Contract: GS-07F-0450K when ordering.

Once FCWnx software is upgraded to the latest version and SSA is current and active, we will perform migration to OnGuard. Migration consists of software and database migration as well as replacing of existing reader controller boards. In order to minimize downtime, we will perform FCWnx to OnGuard upgrade in following phases:
- Install new OnGuard software on server provided by DuPage County Sheriff's Office - 2 days
- Convert cardholders database and system configuration - 1 day
- Provide operator training - 2 days
- Allow for end-user experimentation - length to be determined (time is not limited)
- Convert cardholder database one more time so that OnGuard cardholders database is up to date - 1 day
- Swap controller boards with OnGuard compatible modules and test - 2 days

When replacing controller boards, will do so one controller at a time. We expect downtime to be about 3-5 minutes per controller.
1. Renew Software Support Agreement (SSA) for FCWnx Software and Upgrade to Latest Version ........................................... $5,852.97
   a. Cost Breakdown:
      - Software upgrade and SSA renewal ........................................ $4,612.97
      - Professional services, programming, checkout, testing [GSA SIN 246-50/51, Commercial job title: Principal Systems Integrator/Developer] 7.94 hrs @ $156.16/hr........................................ $1,249.00
      - Warranty ......................................................................................... Included
      - Travel fee ......................................................................................... Included
      - Shipping/handling .............................................................................. N/A
      - Sales/Use Tax ................................................................................... Exempt

   b. Scope of Work:
      - Provide: (Lot) FCWnx software upgrade licenses and Software Support Agreement (SSA)
      - Install FCWnx Enterprise 7.7 sp5 on existing server and test for proper operation.
      - New SSA coverage period will be one year from FCWnx software upgrade installation.

2. Migrate FCWnx to OnGuard ................................................................. add $31,787.56
   a. Cost Breakdown:
      - Software .......................................................................................... No charge. (Under active SSA)
      - Software and Controller Boards ...................................................... $23,443.56
      - Professional services, programming, checkout, testing [GSA SIN 246-50/51, Commercial job title: Principal Systems Integrator/Developer] 39.70 hrs @ $156.16/hr........................................ $6,200.00
      - Training [GSA SIN 246-50/51, Commercial job title: Systems Trainer] 20.36 hrs @ $78.59/hr........................................................................... $1,600.00
      - Warranty ......................................................................................... $469.00
      - Travel fee ......................................................................................... Included
      - Shipping/handling .............................................................................. $75.00
      - Sales/Use Tax ................................................................................... Exempt

   b. Scope of Work:
      - OnGuard software licenses provided at no charge (active and current Software Support Agreement (SSA) is prerequisite – see line item 1 above for price)
      - 1 OnGuard OnGuard SWS-ADV1, OnGuard ADV1 Server Software License - OnGuard Server software license includes: System Administration, Alarm Monitoring, Map Designer, License Server, Comm. Server, Video Verify Support, Email Support, Guard Tour, Login Driver, Account Linkage, support for up to 64 card access readers, ID Credential Center Application, Badge Designer Application, Image Capture, ID Printing, License Server, Cardholder Image Export, Login Driver, Enhanced Imaging Option (Chromakey and Ghosting) and first year support plan for new systems

Page 2 of 5
Subject to Terms and Conditions on reverse side


a. Cost Breakdown:

Software .........................................................., $ 2,932.65

Shipping/handling .............................................., N/A
Sales/Use Tax .................................................., Exempt

Subject to Terms and Conditions on reverse side.
b. **Scope of Work:**

   Provide OnGuard software license:
   
   (1) Lenel OnGuard SWG-1360 OnGuard support for Remote Desktop Protocol; Citrix Support and Terminal Services [DOES NOT INCLUDE CITRIX]

   
   .................................................. add $ 970.94

   Yes  ___  No  ___

c. **Cost Breakdown:**

   Software ........................................................................................................ $ 958.44

   Shipping/handling ............................................................................................ $12.50
   Sales/Use Tax .................................................................................................. Exempt

   d. **Scope of Work:**

   Provide
   
   (1) Lenel P/N S00104, Microsoft SQL 2016 Standard with (5) devices connections to the database, DVD included

**General Notes:**

1. This offer is valid for 90 days.
2. Terms: payable upon presentation of invoice.
3. Sales tax is included.
4. Shipping and handling are included.
5. Permit is not included and is extra as applicable.
6. Delivery: 3-4 weeks A.R.O.
7. Warranty is one (1) year for parts and ninety (90) days for labor.

I am glad to be of service. Should you have any further questions, please do not hesitate to contact me at (630) 364-3602.

Signature on file

Respectfully Submitted by: ________________________________

Janusz Sochacki, Vice President
Dir: (630) 364-3602, Cell: (630) 776-4270
Email: jsochacki@enormansecurity.com

Page 4 of 5

Subject to Terms and Conditions on reverse side
e.Norman Security Systems, Inc. is licensed by the State of Illinois as a private alarm contractor, License No. 127-001076. Its employees involved in the engineering, design, sale, installation, documentation and maintenance of the proposed system hold Permanent Employee Registration Cards (PERC) as required by the state (225 ILCS 448/80).

**Acceptance by Buyer**

By ___________________________

Title __________________________

Printed Name ____________________

Date _____________________________

Proposal: JS16072001-4

**Acceptance by Seller**

By ___________________________

Title __________________________

Printed Name ____________________

Date _____________________________
AWARDING RESOLUTION
ISSUED TO KRUEGER INTERNATIONAL, INC. (KI)
TO FURNISH AND DELIVER REPLACEMENT SEATING
FOR COURTROOMS 4004 & 4012
FOR THE HJH JUDICIAL OFFICE FACILITY
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $36,798.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and Sourcewell (formerly NJPA), the County of DuPage will contract with Krueger International, Inc. (KI); and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Krueger International, Inc. (KI), to furnish and deliver replacement seating for courtrooms 4004 and 4012, for HJH Judicial Office Facility, for the period through November 30, 2018, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver replacement seating for courtrooms 4004 and 4012, for HJH Judicial Office Facility, for the period through November 30, 2018, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Krueger International, Inc. (KI), PO Box 8100, Green Bay, WI 54308-8100, for a total contract amount not to exceed $36,798.00, per contract let pursuant to the Intergovernmental Cooperation Act, NJPA Contract #031715-KII.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
Requisition 25k and over

FM-P-0231-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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</thead>
<tbody>
<tr>
<td>August 16, 2018</td>
<td>THROUGH NOVEMBER 30, 2018</td>
<td>$36,798</td>
<td>FACILITIES MANAGEMENT</td>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

- Laura Grobe  Completed  08/16/2018 10:48 AM
- Tim Harbaugh  Completed  08/16/2018 11:04 AM
- Nick Kottmeyer  Completed  08/16/2018 11:51 AM
- Kathy Ostrowski  Completed  08/16/2018 11:55 AM
- James McGuire  Completed  08/16/2018 2:51 PM
- Paul Rafac  Completed  08/16/2018 5:39 PM
- Tom Cuculich  Completed  08/17/2018 1:04 PM
- Kathy Ostrowski  Completed  08/17/2018 1:24 PM
- Public Works Committee  Completed  08/21/2018 9:15 AM
- Finance Committee  Pending  08/28/2018 8:00 AM
- County Board  Pending  08/28/2018 10:00 AM
Required Vendor Ethics Disclosure Statement

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

Date: Jul 13, 2018
Bid/Contract/PO #: 18TLW-393281

Company Name: Krueger International, Inc. (KI)
Company Contact: Guy Patzke
Contact Phone: 1(920) 468-2541
Contact Email: guy.Patzke@ki.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

<table>
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<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
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A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
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- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Guy Patzke
Title: Assistant Secretary
Date: Jul 13, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
**Procurement Review Checklist**  
**Procurement Services Division**  
This form must accompany all Purchase Order Requisitions  
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Krueger International, Inc. (KI)</th>
<th>Vendor #: 11590</th>
<th>Contract through Term: November 30, 2018</th>
<th>Contract Total: $36,798.00</th>
</tr>
</thead>
</table>
| Dept: Facilities Management            | Contact: Mark Thomas | Phone: 630-816-2979 | Assigned PW: 8/21/18  
Committee: CB: 8/28/18 |

**Description of Procurement/Scope of Work/Background**  
Recommendation for the approval of a contract purchase order to Krueger International, Inc. (KI), to furnish and deliver replacement audience seating for courtrooms 4004 and 4012, for the HJJ Judicial Office Facility, for Facilities Management, for a contract total amount not to exceed $36,798. Contract pursuant to the Intergovernmental Cooperation Act - Sourcewell (formerly NJPA) NJPA Contract #031715-KII

**Reason for Procurement**  
Replacement audience seating is needed in courtrooms 4004 and 4012, as many seats are ripped, worn and non-functioning. The seating to be replaced is original to the building installed 28 years ago. Existing seating has exceeded its' life expectancy.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): 1000-1160-54090-1100

**DECISION MEMO NOT REQUIRED**
- LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________________________  
  Interagency Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
  Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
  - Per Coop (DPC4-107) select one below
  - NJPA National Joint Powers Alliance # 031715-KII

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<td>8-16-18</td>
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**REVIEWED BY (Initials Only)**

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<th>Buyer</th>
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<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
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<tbody>
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<td>8-16-18</td>
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<td>8-17-18</td>
</tr>
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**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

Packet Pg. 109
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

Date: Aug 16, 2018
MinuteTraq (IQM2) ID #: 13083
Department Requisition #: ____________

Requesting Department: Facilities Management
Contact Email: mark.thomas@dupageco.org
Vendor Name: Krueger International, Inc. (KI)

Department Contact: Mark Thomas
Contact Phone: 630-816-2979
Vendor #: 11590

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

Recommendation for the approval of a contact purchase order to Krueger International, Inc. (KI), to furnish and deliver replacement audience seating for courtrooms 4004 and 4012, for the HJH Judicial Office Facility, for a total contract amount not to exceed $36,798. Contract pursuant to the Intergovernmental Cooperation Act - Sourcewell (formerly NJPA) NJPA Contract #031715-KII.

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

The Supreme Court of Illinois requires audience seating in courtrooms to allow for spectators while preventing standing in the courtroom. Replacement audience seating is needed in courtrooms 4004 and 4012, as many seats are ripped, worn and non-functioning. The seating to be replaced is original to the building installed 28 years ago. Existing seating has exceeded its’ life expectancy.

Strategic Impact
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Provide safe and comfortable seating in the Courtrooms for members of the public to observe court proceedings as required by the Supreme Court of Illinois.

Source Selection/Vetting Information - Describe method used to select source.

Krueger International, Inc., provides NJPA joint purchasing agreement pricing for Sequence High Density Seating per contract #031715-KII. NJPA was able to provide the lowest responsible cost for this item as compared to National IPA contract pricing. NJPA pricing is consistent with previously replaced audience seating in 2015.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Staff recommends securing a contract with Krueger International, Inc. (KI), to furnish and deliver replacement seating, for courtrooms 4004 and 4012, for the HJH Judicial Office Facility, per NJPA Contract #031715-KII. The other option includes sending the project out to bid which does not guarantee prices will be lower or that the quality of product and service will be equal. Past experience has proven that lower quality seating did not stand up to the daily use required for courtroom audience seating.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

$25,000 was budgeted for furniture in 1000-1160-54090-1100 for FY2018. $11,798 will be transferred from 1000-1160-54110-1100 Equipment & Machinery for the balance of this procurement.
**Purchase Requisition**

**Procurement Services Division**

**Date:** Aug 16, 2018

**MinuteTraq (IQM2) ID #:** 13083

**Department Req #:**

**RFP, Bid or Quote #:** 18TLW-39328

---

**Send Purchase Order To:**

| Vendor #: 11590 | Division: |
| Attn: Anson Arndt | Email: anson.arndt@ki.com |
| Address: 1330 Bellevue Street | Address: 421 N. County Farm Road |
| City: Green Bay | Room: 2-700 |
| State: WI | Zip: 54302 |
| Phone: 312-467-6850 | City: Wheaton |
| Fax: | State: IL |
| Zip: 60187 |

**Send Invoices To:**

| Dept: Facilities Management | Division: |
| Dept: | |
| Attn: Tim Harbaugh | Email: laura.grobe@dupageco.org |
| Address: 421 N. County Farm Road | Room: |
| State: IL | Zip: 60187 |
| Phone: 630-407-5700 | Fax: 630-407-5701 |

**Send Payments To:**

| Vendor #: 11590 | Division: |
| Attn: | Email: mark.thomas@dupageco.org |
| Address: PO Box 8100 | Address: 505 N. County Farm Road |
| City: Green Bay | Room: |
| State: WI | Zip: 54308-8100 |
| Phone: 920-468-8100 | City: Wheaton |
| Fax: | State: IL |
| Zip: 60187 |

**Send Invoices To:**

| Dept: Facilities Management | Division: |
| Dept: | |
| Attn: | Email: laura.grobe@dupageco.org |
| Address: 421 N. County Farm Road | Room: |
| State: IL | Zip: 60187 |
| Phone: 630-407-5700 | Fax: 630-407-5701 |

**Payment Terms:**

| F.O.B. | PO 20 Delivery Date | Requisitioner |
| PER 50 ILCS 505/1 | Destination | Laura Grobe |

**Use for:**

| Contract Administrator | Contract Start Date | Contract End Date |
| PO25 only | Laura Grobe | Nov 30, 2018 |

**LN** | **Qty** | **UOM** | **Item Detail** (Product #) | **Description** | **FY** | **Dect #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td>Furnish &amp; deliver replacement audience seating for courtrooms 4004 &amp; 4012</td>
<td></td>
<td>1000</td>
<td>1160</td>
<td>54090</td>
<td>1100</td>
<td></td>
<td>36,798.00</td>
<td>36,798.00</td>
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</tbody>
</table>

**Requisition Total:** $36,798

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Furnish & deliver replacement audience seating for courtrooms 4004 & 4012, for the HJH Judicial Office Facility, National IPA Contract #R142210

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

Job# 1802633

PW: 08/21/18 CB: 08/28/18
KI Furniture
Furniture & Storage Solutions

#031715-KII
Maturity Date: 04/09/2019

Products & Services

Sourcewell contract 031715-KII gives access to the following types of goods and services:

- Office & School Furniture
- Movable Walls
- Desking & Storage Systems
- Conference & Training Tables
- Task Chairs
- Healthcare Furniture
- Lounge Seating
- Multiple Seating
- Filing Cabinets
- Dormitory Furniture
- Stack & Guest Seating
- Fixed & Auditorium Furniture

https://www.sourcewell-mn.gov/cooperative-purchasing/031715-kii
DuPage County Courtroom Refresh

Quote Number: 18TLW-393281/C


PRODUCT TOTALS $36,798.00
See Quote Detail Summary $0.00
GRAND TOTAL $36,798.00

Contract Information:
OT53837 NJPA

Requested Delivery Date: To be Determined

Sold To
To be Determined

End User
To be Determined

Ship To
To be Determined

Installation
To be Determined

Client Notes:
Estimated lead-times: 7-9 weeks
Freight included
Installation included
FS: All fabrics and finishes must be approved for use prior to order submittal
Lead-times are subject to change at order submittal due to manufacturing capacity and project quantities

Sales Team:
Anson Amdt
Sales Rep
anson.amdt@ki.com
(630) 364-9180
<table>
<thead>
<tr>
<th>Line</th>
<th>Model</th>
<th>Description</th>
<th>Qty.</th>
<th>Sell Price</th>
<th>Extended Total</th>
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<tr>
<td>1.1</td>
<td>HDTG80SEQ</td>
<td>Sequence High Density, Upholstered Seat and Back</td>
<td>46</td>
<td>$328.00</td>
<td>$15,088.00</td>
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<td>Torsion on the Go Gravity Lift Seat Style</td>
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<td>Upholstered Seat and Back in KI Group 1</td>
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<tr>
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<td></td>
<td>Fabric (Cal TB117)</td>
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<tr>
<td></td>
<td></td>
<td>Fixed Back - Less than 1&quot; of Movement</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Straight Beam Mounted Seats</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Basic Base Style</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Floor Mounted / No Slope</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Standard KI Finishes (See Color Addendum)</td>
<td></td>
<td></td>
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<tr>
<td>1.2</td>
<td>Pallas P1 Fabric</td>
<td>Pallas P1 Fabric on Seat &amp; Back</td>
<td>46</td>
<td>$19.00</td>
<td>$874.00</td>
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<td>Complies with California Tech Bulletin 117</td>
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<tr>
<td>1.3</td>
<td>Beam Arm</td>
<td>Beam Arm</td>
<td>53</td>
<td>$29.00</td>
<td>$1,537.00</td>
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<td></td>
<td></td>
<td>Beam mounted, independent from the seats</td>
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Tag 1: Room 4004

WorkGroup Product Subtotal: $17,499.00

Tag 1: Room 4012

Sequence High Density, Upholstered Seat and Back

<table>
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<tr>
<th>Line</th>
<th>Model</th>
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<th>Extended Total</th>
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<td>Sequence High Density, Upholstered Seat and Back</td>
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<td>$328.00</td>
<td>$15,088.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Torsion on the Go Gravity Lift Seat Style</td>
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<td>Pallas P1 Fabric on Seat &amp; Back</td>
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<td>$19.00</td>
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<tr>
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<td>Complies with California Tech Bulletin 117</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>Beam Arm</td>
<td>53</td>
<td>$29.00</td>
<td>$1,537.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Beam mounted, independent from the seats</td>
<td></td>
<td></td>
<td></td>
</tr>
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Tag 1: Room 4012

WorkGroup Product Subtotal: $17,499.00

Tag 1: Installation/Notes

3.1 Quote Notes: Please note the following conditions:

- Lead time is 8-10 weeks after all color selections, verified field dimensions, and approved drawings are received.
- Specials require an estimated 2-4 weeks additional manufacturing lead time.
- Specials offer a 1 year warranty.
- FSC and/or LEED requirements are not included in quote unless otherwise specified.
- Procurement of COM (Customer Ordered Material) is the responsibility of the client.
- Additional fees may be incurred to expedite orders missing key information within KI stated lead times.
- All fabrics and finishes must be approved for use prior to order submission.
- Open market; standard terms and conditions apply.

3.2 Installation: Installation is not included in the quote.

Page: 2 of 4
<table>
<thead>
<tr>
<th>Line</th>
<th>Model</th>
<th>Qty</th>
<th>Sell Price</th>
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<td>$1,800.00</td>
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**Tag 1: Installation/Notes**

- Field dimensions taken using Total Station receivers & TachyCAD software for fast & efficient on-site surveying and data capture.
- Completed CFD request form & pictures for visual confirmation of room condition required to schedule the service.
- Site needs to be free of clutter and have adequate lighting.
- All walls, risers, steps, floor slopes, etc., need to be completed to take accurate measurements.
- Two rooms or less per site.

**WorkGroup Product Subtotal**: $1,800.00

**Quote Summary**

- **Product SubTotal**: $36,798.00
- **Estimated Sales Tax**: See Notes
- **Quote Total**: $36,798.00

**NOTES:**

- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Page: 3 of 4
Final Considerations:
To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
   KI
   1330 Bellevue Street
   Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference

3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.
AWARDING RESOLUTION ISSUED TO AMSTON SUPPLY, INC. FOR THE PURCHASE OF A TANK TRAILER (CONTRACT TOTAL AMOUNT: $75,969.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of contract purchase order to Amston Supply, Inc., for the purchase of a tank trailer for waste and sludge transport at the Knollwood and Woodridge Greene Valley Treatment Facilities.

NOW, THEREFORE BE IT RESOLVED, that Contract Purchase Order, covering said, purchase of a tank trailer for waste and sludge transport at the Knollwood and Woodridge Greene Valley Treatment Facilities for the Public Works Department, be, and it is hereby approved for issuance of a County Contract by the Procurement Division to Amston Supply, Inc., 7213 Highway 41, Calendonia, WI 53108 for a contract total amount of $75,969.00 per lowest responsible bid #18-113-LG.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________________
PAUL HINDS, COUNTY CLERK
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>August 8, 2018</td>
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<td>N/A</td>
<td>PUBLIC WORKS</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  
Lowest Responsible Bidder - See attached tabulation

- Angela Bendinelli: Completed 08/08/2018 10:38 AM
- Nick Kottmeyer: Completed 08/08/2018 11:18 AM
- Kathy Ostrowski: Completed 08/08/2018 12:32 PM
- James McGuire: Completed 08/13/2018 1:56 PM
- Paul Rafac: Completed 08/15/2018 7:48 AM
- Kathy Ostrowski: Completed 08/16/2018 10:05 AM
- Public Works Committee: Completed 08/21/2018 9:15 AM
- Finance Committee: Pending 08/28/2018 8:00 AM
- County Board: Pending 08/28/2018 10:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Amston Supply, Inc.  
**Vendor #:**  
**Contract Term:** N/A  
**Contract Total:** $75,969.00

**Dept:** Public Works  
**Contact:** Sean Reese  
**Phone:** 630-985-7400  
**Assigned Committee:** Public Works

**Description of Procurement/ Scope of Work/ Background:** Purchase of a tank trailer in the amount of $75,969 per Bid #18-113-LG.

**Reason for Procurement:** The tanker trailer will replace the existing trailer which is over 22 years old and has exceeded its useful life. The trailer is used to transport thickened waste activated sludge and belt press filtrate between the Knollwood Wastewater Facility and the Woodridge Wastewater Facility on a daily basis.

---

**FUNDING SOURCE**

- [X] Procurement budgeted for (FY and budget code(s)): 2000-2555-54120

**DECISION MEMO NOT REQUIRED**

- [X] LOWEST RESPONSIBLE QUOTE # or BID # 18-113-LG (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid #  
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP #  
  (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP #  
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

[Signature]

Prepared By  
Date  
Recommended for Approval  
Date  
Date Approval, if required  

**REVIEWED BY (Initials Only)**

[Signature]  
Date  
Procurement Officer  
Date

---

[Signature]  
Date  
Chf Financial Officer  
(Decision Memos Over $25,000)  
Date

---

[Signature]  
Date  
Chairman's Office  
(Decision Memos Over $25,000)  
Date

---

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

---

**Packet Pg. 119**
## THE COUNTY OF DuPAGE
### #18-113-LG TANK TRAILER
### BID TABULATION
### QUOTE OPENING DATE: 06/26/18 - 1:30 P.M.

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<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>AMSTON SUPPLY INC PRICE</th>
<th>CERTIFIED STAINLESS SERVICE, INC D/B/A WEST-MARK PRICE</th>
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<td>TANKER TRAILER</td>
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<td>$75,968.86</td>
<td>$95,604.00</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$75,968.86</strong></td>
<td><strong>$95,604.00</strong></td>
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INVITATIONS SENT: 30  
POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: 8  
TOTAL BID RESPONSES RECEIVED: 2  
BID OPENING ATTENDED BY: CH, LG
## Purchase Requisition
**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Amston Supply, Inc.
- **Vendor #:**
- **Dept:** DuPage County Public Works
- **Division:**
- **Attn:**
- **Email:**
- **Address:** 7213 Highway 41
- **City:** Caledonia
- **State:** WI
- **Zip:** 53108
- **Phone:** 262-835-4700
- **Fax:** 262-835-2796

### Send Invoices To:
- **Dept:** DuPage County Public Works
- **Division:**
- **Attn:** Accounts Payable
- **Email:** pwaccountspayable@dupageco.org
- **Address:** 7900 S. Route 53
- **City:** Woodridge
- **State:** IL
- **Zip:** 60517
- **Phone:** 630-985-7400
- **Fax:** 630-985-4802

### Send Payments To:
- **Vendor:** SAME
- **Vendor #:**
- **Dept:** SAME
- **Division:**
- **Attn:**
- **Email:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**
- **Fax:**

### Ship To:
- **Dept:** SAME
- **Division:**
- **Attn:**
- **Email:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**
- **Fax:**

### Payment Terms
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:** Amy Arlowe/Sandra Martinez

### Use for
- **Contract Administrator**
- **Contract Start Date:**
- **Contract End Date:**
- **PO25 only**

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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### Requisition Total $ 75,966

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

Company Name: AMSTON SUPPLY INC
Company Contact: JOSE GUERRERO
Contact Phone: 262-777-1148
Contact Email: jguerrero@amstontrailer.com

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

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

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

<table>
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<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

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

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

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

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

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

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

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

Authorized Signature: JOSE GUERRERO
Printed Name: JOSE GUERRERO
Title: SALESMAN
Date: 6/22/2018

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

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.1
4/1/16
WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will contract with CDWG; and

WHEREAS, CDWG has been awarded several contracts based on the National IPA Contract #2018011; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to CDWG, Inc., for the purchase of Veritas Netbackup hardware and software to replace tape backups, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the purchase of Veritas Netbackup hardware and software to replace tape backups, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to CDW Government, Inc., 230 N. Milwaukee Ave., Vernon Hills, IL 60061, for a contract total amount of $256,772.26, per National IPA cooperative purchasing agreement pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act".

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________        
DANIEL J. CRONIN, CHAIRMAN           
DU PAGE COUNTY BOARD

Attest: _________________________________
        PAUL HINDS, COUNTY CLERK
Requisition 25k and over
TE-P-0234-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

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SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required  Per Cooperative Agreement

- Sarah Godzicki  Completed  08/16/2018 11:55 AM
- Deborah Hanson  Completed  08/16/2018 11:58 AM
- Donald Carlsen  Completed  08/16/2018 9:02 PM
- Kathy Ostrowski Completed  08/17/2018 9:35 AM
- Jennifer A. Sinn Completed  08/17/2018 9:39 AM
- James McGuire  Completed  08/21/2018 1:49 PM
- Paul Rafac  Completed  08/21/2018 2:45 PM
- Tom Cuculich  Completed  08/21/2018 4:09 PM
- Kathy Ostrowski Completed  08/21/2018 4:13 PM
- Technology Committee Pending  08/28/2018 9:00 AM
- Finance Committee Pending  08/28/2018 8:00 AM
- County Board Pending  08/28/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

## Send Purchase Order To:
- **Vendor:** CDW Government, Inc.  
  **Vendor #:** 10667  
  **Attn:** Jennifer Lagoni  
  **Email:** jennandmeagan@cdwg.com  
  **Address:** 230 N Milwaukee Ave  
  **City:** Vernon Hills  
  **State:** IL  
  **Zip:** 60061  
  **Phone:**  
  **Fax:**

- **Dept:** Information Technology  
  **Division:**

## Send Invoices To:
- **Vendor:** CDW Government, Inc.  
  **Vendor #:** 10667  
  **Attn:** Sarah Godzicki  
  **Email:** sarah.godzicki@dupageco.org  
  **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:**  
  **Fax:**

## Send Payments To:
- **Vendor:** CDW Government, Inc.  
  **Vendor #:** 10667  
  **Attn:** Wendi Wagner  
  **Email:** wendi.wagner@dupageco.org  
  **Address:** 75 Remittance Drive, Suite 1515  
  **City:** Chicago  
  **State:** IL  
  **Zip:** 60675  
  **Phone:**  
  **Fax:**

## Ship To:
- **Dept:** Information Technology  
  **Division:**

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<td>Sub-Accts and/or Activity #</td>
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<td>per quote</td>
<td>86101601 Veritas Education Training Units - pre-purchasing training funds unit - per quote JXNV750 - no cost</td>
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<td>Professional Services for Veritas Netbackup Premium Appliance Installation per Statement of Work</td>
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**Requisition Total**: $256,772.26

**Header Comments**: (these comments will appear on the PO20 and PO25 Purchase Order):

---

**Special Instructions/Comments to Buyer or Approver**: (these comments will **NOT** appear on the Purchase Order):

All above are per National IPA contract pricing.

---

**User Department Internal Notes**: (these comments will **NOT** appear on the Purchase Order):

---
**Decision Memo**  
**Procurement Services Division**  
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

- **Requesting Department:** Information Technology  
- **Department Contact:** Wendi Wagner  
- **Contact Email:** wendi.wagner@dupageco.org  
- **Contact Phone:** 630-407-5064  
- **Vendor Name:** CDW Government, Inc.  
- **Vendor #:** 10667

**Date:** Aug 14, 2018  
**MinuteTraq (IQM2) ID #:** 13280  
**Department Requisition #:**

---

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

Purchase of hardware, software and Professional Services to install and configure two Veritas Netbackup hardware appliances.

---

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

This purchase is to replace our current backup system for server/data backups. The County currently utilizes Netbackup software for physical servers and writes those backups to tape. This purchase will replace the tape backups with two redundant backup appliances, one to be housed in the DuPage County IT Data Center and one to be housed in the DuComm Data Center. The software part of this purchase will allow us to backup our virtual server environment in a more efficient and effective manner. Professional Services are also required to ensure the new system is set up correctly and to ensure that our backup policies are met.

---

**Strategic Impact**  
Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

Customer Service  
This ensures that County data is recoverable in case of a system failure, disaster or file corruption/deletion.

---

**Source Selection/Vetting Information**  
Describe method used to select source.

We met with several vendors to determine the best fit for backing up the County’s servers, systems and data. DuPage County has been using Netbackup software to complete our backups for over 10 years. We have a substantial investment in the software and have expertise in-house on this software. We also utilized the expertise of pre-sales support at CDWG, who looked at our environment and compared several different appliance/software vendors. We chose to continue using Veritas Netbackup software and replace tape with their disk-to-disk appliances. CDWG holds the National IPA contract for Veritas software, hardware and professional services. The installation will be done by Veritas employees through the Statement of Work provided through CDWG.

---

**Recommendations/Alternatives**  
Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Staff recommends purchasing the hardware, software and appliances utilizing the National IPA pre-bid contract. Other alternatives are to go to bid for this system and services, which would delay the installation of this system. The County's tape library - which is where backups are currently written to - has been failing, and delaying this project could put the ability to recover data from a failure at risk.

---

**Fiscal Impact/Cost Summary**  
Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Current FY18 impact is $256,772.26, which has been budgeted. The next fiscal impact will be in FY21, when the support for software and hardware will need to be renewed.
DEAR WENDI WAGNER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
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<tr>
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<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
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**IMPORTANT - PLEASE READ**

Special Instructions: Compliant with the Illinois Local

**QUOTE DETAILS**

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**PURCHASER BILLING INFO**

| SUBTOTAL | $158,702.24 |
Billing Address:
DUPAGE COUNTY
DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978
Phone: (630) 682-7030
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
DUPAGE COUNTY
DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978
Phone: (630) 682-7030
Shipping Method: ELECTRONIC DISTRIBUTION

SHIPPING

$0.00

GRAND TOTAL

$158,702.24

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

CDW Account Team - Jen and Meagan | (866) 339-7925 | jennandmeagan@cdwg.com

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager
© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: CDWG Quote #JXNV750  (TE-P-0234-18 : CDWG for Veritas Netbackup Hardware and Software to replace Tape Backups)
DEAR WENDI WAGNER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
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**QUOTE DETAILS**

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<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
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<td>GRAND TOTAL</td>
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<td></td>
</tr>
</tbody>
</table>

**DELIVER TO**

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Need Assistance? CDW•G SALES CONTACT INFORMATION**

CDWG Account Team - Jen and Meagan  |  (866) 339-7925  |  jennandmeagan@cdwg.com
QUOTE CONFIRMATION

DEAR WENDI WAGNER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
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</thead>
<tbody>
<tr>
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<td>$23,498.37</td>
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QUOTE DETAILS

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<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
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<tbody>
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PURCHASER BILLING INFO

Billing Address:
DUPAGE COUNTY
DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978
Phone: (630) 682-7030
Payment Terms: Net 30 Days-Govt State/Local

SUBTOTAL: $23,498.37

SHIPPING: $0.00

GRAND TOTAL: $23,498.37

DELIVER TO

Shipping Address:
DUPAGE COUNTY
DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978
Phone: (630) 682-7030
Shipping Method: DROP SHIP-GROUND

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager
© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Need Assistance? CDW•G SALES CONTACT INFORMATION

CDWG Account Team - Jen and Meagan | (866) 339-7925 | jennandmeagan@cdwg.com

Attachment: CDWG Quote #JZQF679 (TE-P0234-18 : CDWG for Veritas Netbackup Hardware and Software to replace Tape Backups)
DEAR WENDI WAGNER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
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<tr>
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<td>Start 10/24/2018</td>
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<tr>
<td>End 10/23/2019</td>
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<td>ESSENTIAL 36 MONTHS RENEWAL FOR NETBACKUP OPT VAULT BASE XPLAT ONPREMISE STANDARD PERPETUAL LICENSE GOV</td>
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### PURCHASER BILLING INFO

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<tr>
<th>BILLING ADDRESS</th>
<th>SUBTOTAL</th>
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<tr>
<td>DUPAGE COUNTY DATA PROCESSING DEPARTMENT 421 N COUNTY FARM RD WHEATON, IL 60187-3978</td>
<td>$7,747.81</td>
</tr>
<tr>
<td>PHONE: (630) 682-7030</td>
<td></td>
</tr>
<tr>
<td>PAYMENT TERMS: Net 30 Days-Govt State/Local</td>
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Please remit payments to:
STATEMENT OF WORK

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Catalog Migration Services</th>
<th>Seller Representative:</th>
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<tbody>
<tr>
<td>Customer Name:</td>
<td>County of DuPage (IL)</td>
<td>Damian Gonzalez</td>
</tr>
<tr>
<td>CDW Affiliate:</td>
<td>CDW Government LLC</td>
<td>312.714.9529</td>
</tr>
<tr>
<td>SOW Created Date:</td>
<td>July 20, 2018</td>
<td><a href="mailto:damigon@cdwg.com">damigon@cdwg.com</a></td>
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<tr>
<td>Version:</td>
<td>2</td>
<td>Solution Architect:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alex Doveri</td>
</tr>
</tbody>
</table>

This statement of work (“Statement of Work” or “SOW”) is made and entered into on the date signed by both parties (the “SOW Effective Date”) by and between the undersigned, CDW Government LLC (“Provider”, “Seller” and “we”) and County of DuPage (IL) (“Customer” and “you”).

PROJECT DESCRIPTION

PROJECT SCOPE

PREMIUM APPLIANCE INSTALL:

PHASE 1 – DISCOVERY / PLANNING / PROJECT KICKOFF.

Provider and Customer shall:
  • Review roles and responsibilities, scope of services, Customer readiness, resource / schedule requirements, NBU requirements, completed Pre-Engagement Checklist (“PEC”), and existing NBU design data.
  • Discuss downtime requirements, timelines, and necessary change window(s).
  • Planning for the NBU appliance implementation and walkthrough session.

PHASE 2 – DEPLOY.

Provider shall:
  • Physically install, configure, and functional test up to two (2) NBU appliance within Customer’s environment.
  • For an NBU 52X0 appliance:
    o Configure and functional test two (2) NBU appliance (as a master, media, or master/media server) with up to one (1) disk storage pool each.
    o Configure up to one (1) unidirectional auto image replication (“AIR”), if appropriate
  • Upgrade/patch and functional test the NBU appliance’s operating system software where applicable.
  • Configure and functional test up to one (1) OST plugin, if applicable.
  • Configure and functional test one (1) Intelligent Platform Management Interface (“IPMI”), one (1) appliance hardware monitoring feature, one (1) email address for alert notifications, and one (1) Storage Life Cycles Policies (“SLP”).
  • Configure and functional test the following client types; four (4) NBU standard clients, four (4) NBU enterprise clients, and four (4) NBU database clients.

PHASE 3 – PROJECT REVIEW & CLOSE.

Provider shall:
  • Remove test policies / storage units / storage unit groups / SLPs, where applicable.
• Hand-off open technical support cases to Customer’s NBU Administrators / Operations if appropriate

CUSTOM FIXED PRICE CONSULTING
Provider shall assist with the following:

• Engagement planning discussions
• Configure and functional test up to one (1) virtual Windows NBU 8.1.1 master server configured to the new NBU 8.1.1 5240 media server appliance
• Configure and functional test up to four (4) of the following client types: NBU enterprise clients, NBU standard clients, and NBU database clients
• Project review and close

KEY DEPENDENCIES / ASSUMPTIONS:
Pre-requisites, assumptions, and/or dependencies for the Services are:

1. All tasks will be performed remotely at a Provider facility during Normal US Work Hours
2. Customer is responsible for the following tasks:
   a. Verify that the necessary network ports are configured for NBU
   b. Maintain local host files and/or Domain Name Service (“DNS”)
   c. Implementing remaining clients to the new NBU backup domain
   d. Provide a virtual Windows server that meets NBU 8.1.1 minimum requirements
3. Implementation needs to be compliant with Provider Hardware/Software compatibility matrix - https://sort.Provider.com/home
4. Test plans are supplemental to Customer’s testing process / plans
5. NBU Catalogue manipulation is out of scope for this project
6. Any activities not listed in the scope of this document are considered out of scope
7. Changes to the scope may be made with written change requests agreed upon by Provider and Customer

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

PROJECT SCHEDULING
Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“Anticipated Schedule”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES
The total fees due and payable under this SOW (“Total Fees”) include both fees for Seller’s performance of work (“Services Fees”) and any other related costs and fees specified in the Expenses section (“Expenses”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES
Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be $36,700.00.
The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 1.

Table 1 – Services Fees

<table>
<thead>
<tr>
<th>Project Milestones</th>
<th>Percentages</th>
<th>Fees</th>
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<tbody>
<tr>
<td>Milestone 1: Premium Appliance Implementation Services</td>
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<tr>
<td>Milestone 2: Custom Fixed Price Consulting Services</td>
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<tr>
<td>Totals</td>
<td>100%</td>
<td>$36,700.00</td>
</tr>
</tbody>
</table>

**EXPENSES**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

**CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit (“Customer-Designated Locations”).

**PROJECT-SPECIFIC TERMS**

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“Customer Components”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party with cause upon at least thirty (30) days’ advance written notice.
7. This SOW can be terminated by the Customer without cause upon at least thirty (30) days’ advance written notice.
8. THERE ARE NO DELIVERABLES PROVIDED BY SELLER UNDER THIS SOW.
9. SOME OR ALL OF THE SERVICES PROVIDED UNDER THIS SOW WILL BE PERFORMED BY SELLER’S SUBCONTRACTOR: Veritas Technologies LLC
SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party’s point of contact (“Contact Person”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties’ Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices in accordance with the Illinois Local Government Prompt Payment Act – 50 ILCS 505

EXPIRATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (“Change Order”).

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by that certain City of Mesa Agreement Number 2018011 Information Technology Solutions & Services between CDW Government LLC and City of Mesa, Arizona effective March 1, 2018 (the “Agreement”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.
SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Mailing Address:
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

☐ The following PSM has given approval:
   Mike Primus

County of DuPage (IL)

By: ________________________________
Name: Deborah Hanson
Title: Deputy Director of IT
Date: 08/15/2018

Mailing Address:
421 N. County Farm Road
Wheaton, IL 60187

Billing Contact (If different than above):
Street: ______________________________
City/ST/ZIP: _________________________

Attachment: CDWG - SOW (TE-P-0234-18 : CDWG for Veritas Netbackup Hardware and Software to replace Tape Backups)
EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Table 2 – Customer-Designated Locations

<table>
<thead>
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<th>Location(s)</th>
<th>Service(s)</th>
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<tbody>
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<td>Wheaton</td>
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<td>421 N COUNTY FARM RD WHEATON, IL</td>
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Attachment: CDWG - SOW (TE-P-0234-18 : CDWG for Veritas Netbackup Hardware and Software to replace Tape Backups)
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

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

Authorized Signature

Printed Name

Title

Date

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
January 1, 2018

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC’s FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC’s W-9 lists CDW LLC as the “Name (as shown on the income tax return)” and the “Business name” as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CDW LLC

2. Business name/ disregarded entity name, if different from above

CDW Government LLC, CDW Government

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

[ ] Limited liability company. Enter the tax classification (C = Corporation, S = Single-member LLC)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

[ ] Exempt payee code (if any) 5

5. Address (number, street, and apt. or suite no.) See instructions.

230 N Milwaukee Avenue

6. City, state, and ZIP code

Vernon Hills, IL 60061

7. List account number(s) here (optional)

Requestor’s name and address (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see “How to get a TIN,” later.

Note: If the account is in more than one name, see the instructions for line 1. Also see “What Name and Number To Give the Requester” for guidelines on whose number to enter.

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number and I am waiting for a number to be issued to me; and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date 1/4/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (cancelled debt)

• Form 1099-A (acquisition and abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See what is backup withholding, later.
## Procurement Review Checklist
### Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: CDW Government, Inc.</th>
<th>Vendor #: 10667</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Information Technology</td>
<td>Contact: Wendi Wagner</td>
<td>Phone: 630-407-5064</td>
<td>Assigned Committee: Technology</td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background
Purchase of hardware, software and Professional Services to install and configure two Veritas Netbackup hardware appliances.

### Reason for Procurement
This purchase is to replace our current backup system for server/data backups. The County currently utilizes Netbackup software for physical servers and writes those backups to tape. This purchase will replace the tape backups with two redundant backup appliances, one to be housed in the DuPage County IT Data Center and one to be housed in the DuComm Data Center. The software part of this purchase will allow us to backup our virtual server environment in a more efficient and effective manner. Professional Services are also required to ensure the new system is set up correctly and to ensure that our backup policies are met.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-53807, 1000-1160-54100-1110, 1000-1110-53020
- Budget Transfer (Date) 
  Add'l Information

### DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # 
  (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # 
  Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 10/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 10/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
  - Per Coop (DPC4-107) select one below
    - National IPA/TCPM # 2018011
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # 
  (include Evaluation Summary if applicable)
- RENEWAL OF RFP # 
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, If Required</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Reviewed By (Initials Only)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8-20-18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to Kaseya US Sales LLC, for the software subscription to manage servers, for the period of October 3, 2018 through October 3, 2021, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that the contract, covering said, for the software subscription to manage servers, for the period of October 3, 2018 through October 3, 2021, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order, by the Procurement Division to Kaseya US Sales LLC, 2010 Corporate Ridge, Suite 540, McLean, VA 22102, for a contract total amount of $26,122.50. Per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.00.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST

### REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>July 20, 2018</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>$26,122.50</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000

- **Sarah Godzicki**: Completed 07/25/2018 11:14 AM
- **Deborah Hanson**: Completed 07/25/2018 11:30 AM
- **Donald Carlsen**: Completed 07/25/2018 11:54 AM
- **Kathy Ostrowski**: Completed 08/03/2018 12:03 PM
- **James McGuire**: Completed 08/03/2018 12:04 PM
- **Paul Rafac**: Completed 08/03/2018 1:05 PM
- **Kathy Ostrowski**: Completed 08/23/2018 9:28 AM
- **Technology Committee**: Pending 08/28/2018 9:00 AM
- **Finance Committee**: Pending 08/28/2018 8:00 AM
- **County Board**: Pending 08/28/2018 10:00 AM
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

### Vendor Information
- **Vendor:** Kaseya US Sales LLC
- **Vendor #:** 25460
- **Dept:** Information Technology
- **Contact:** Wendel Wagner
- **Phone:** 630-407-5064
- **Contract #:**
  - **10/03/2018 to 10/03/2021**
- **Contract Total:** $26,122.50

### Description of Procurement/Scope of Work/Background
- Renewal of subscription for Kaseya software.

### Reason for Procurement
- Kaseya software is used for server automation. Using this software we are able to automate installation of security patches for IT servers.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-53807; FY19 - 1000-1110-53807; FY20 - 1000-1110-53807
- Budget Transfer (Date) ___________ Add'l Information ______________

### DECISION MEMO NOT REQUIRED
- ☑ LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- ☑ RENEWAL, Enter Bid and/or PO# ___________________________ Intergovernmental Agreement
- ☑ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- ☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- ☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:
  - ____________________________________________________________________________

### BASIS OF DECISION MEMO (attach Decision Memo)
- ☐ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- ☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (include Evaluation Summary if applicable)
- ☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- ☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- ☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- ☐ OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

**Prepared By**
- **Date:** Jul 25, 2018
- **Recommended for Approval**
- **IT Approval, if required**

**REVIEWED BY (Initials Only)**
- **Buyer**
  - **Date:** 8-3-18
  - **Procurement Officer**
  - **Date:** 8-3-18
- **Chief Financial Officer**
  - **Date:** 8-3-18
  - **Chairman's Office**
  - **Date:**

---

*Attachment: Kaseya - Checklist (TE-P-0235-18 : Kaseya - Software to Manage Servers)*

*Packet Pg. 146*
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Kaseya US Sales LLC
  - **Vendor #:** 25460
- **Dept:** Information Technology
- **Address:** 2010 Corporate Ridge Suite 540
- **City:** McLean
- **State:** VA
- **Zip:** 22102
- **Phone:**
- **Fax:**

### Send Invoices To:
- **Vendor:** Kaseya US Sales LLC
  - **Vendor #:** 25460
- **Dept:** Information Technology
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-5000
- **Fax:** 630-407-5001

### Send Payments To:
- **Vendor:** Kaseya US Sales LLC
  - **Vendor #:** 25460
- **Dept:** Information Technology
- **Address:** PO Box 419327
- **City:** Boston
- **State:** MA
- **Zip:** 02241-9327
- **Phone:**
- **Fax:**

### Ship To:
- **Dept:** Information Technology
- **Attn:** Sarah Godzicki
- **Email:** sarah.godzicki@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-5000
- **Fax:** 630-407-5001

### Payment Terms
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:** Wendi Wagner

### Use for
- **Contract Administrator:** Sarah Godzicki
- **Contract Start Date:** Oct 3, 2018
- **Contract End Date:** Oct 3, 2021

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extenson |
<table>
<thead>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>215</td>
<td>EA</td>
<td>S-ONP-K3-Pro-Annual</td>
<td>S-ONP-K3-Pro - Annual Professional Subscription On Premises (10/03/2018 to 10/03/2019)</td>
<td>18</td>
<td>1000</td>
<td>1110</td>
<td>53807</td>
<td>40.50</td>
<td>8,707</td>
</tr>
<tr>
<td>2</td>
<td>215</td>
<td>EA</td>
<td>S-ONP-K3-Pro-Annual</td>
<td>S-ONP-K3-Pro - Annual Professional Subscription On Premises (10/03/2019 to 10/03/2020)</td>
<td>19</td>
<td>1000</td>
<td>1110</td>
<td>53807</td>
<td>40.50</td>
<td>8,707</td>
</tr>
<tr>
<td>3</td>
<td>215</td>
<td>EA</td>
<td>S-ONP-K3-Pro-Annual</td>
<td>S-ONP-K3-Pro - Annual Professional Subscription On Premises (10/03/2020 to 10/03/2021)</td>
<td>20</td>
<td>1000</td>
<td>1110</td>
<td>53807</td>
<td>40.50</td>
<td>8,707</td>
</tr>
</tbody>
</table>

**Requisition Total:** $26,122.50

### Header Comments
(Comments will appear on the PO20 and PO25 Purchase Order):

Per Quote QT0000053583

### Special Instructions/Comments to Buyer or Approver
(Comments will NOT appear on the Purchase Order):

### User Department Internal Notes
(Comments will NOT appear on the Purchase Order):

Attachment: Kaseya - Purchase Requisition (TE-P-0235-18: Kaseya - Software to Manage Servers)
*Applicable Taxes will be applied upon invoicing

Once you have confirmed your order, please visit Kaseya's Customer Portal at https://portal.kaseya.net to enter or confirm your credit card and/or other billing information. If you are a new customer you will receive an email with login information.

<table>
<thead>
<tr>
<th>Name</th>
<th>Term</th>
<th>Discount</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Subscription On Premises</td>
<td>3 Year(s)</td>
<td>12.62%</td>
<td>215</td>
<td>40.5000</td>
<td>26,122.50</td>
</tr>
</tbody>
</table>

*Total USD 26,122.50

DESCRIPTION

Total Agreement for 3 Years:
$26,122.50
Payments split into 3 Annual Payments
Total Per Year: $8,707.50

By accepting this quote, I confirm that I am placing an order and agreeing to all of the terms and conditions set forth in the EULATOS, which can be found at:

*Applicable Taxes will be applied upon invoicing
Required Vendor Ethics Disclosure Statement

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

Date: Aug 29, 2016

Bid/Contract/PO #: QT000007070

Company Name: KASEYA US SALES, LLC
Contact Phone: 415-694-5700 EXT-3054

Company Contact: DILISH STANLEY
Contact Email: dilish.stanley@kaseya.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

Authorized Signature

Printed Name: Randy L Rasmussen
Title: VP Global Corporate Controller
Date: 8/30/2016

Attachment: Kaseya US Sales - Vendor Ethics (TE-P-0235-18 : Kaseya - Software to Manage Servers)
Resolution

DT-R-0381-18

AWARDING RESOLUTION
TO BURRINK COMMERCIAL SERVICES, INC.
2018 SIDEWALK IMPROVEMENT PROGRAM
SECTION 17-SDWLK-03-SW
(COUNTY COST: $407,568.80)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2018 Sidewalk Improvement Program, Section 17-SDWLK-03-SW, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2018 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burrink Commercial Services, Inc.</td>
<td>$407,568.80</td>
</tr>
<tr>
<td>Triggi Construction, Inc.</td>
<td>$461,193.50</td>
</tr>
<tr>
<td>Martam Construction, Inc.</td>
<td>$464,069.00</td>
</tr>
<tr>
<td>A Lamp Concrete Contractors, Inc.</td>
<td>$464,990.35</td>
</tr>
<tr>
<td>Copenhaver Construction, Inc.</td>
<td>$482,354.50</td>
</tr>
<tr>
<td>Davis Concrete Construction Company</td>
<td>$498,453.11</td>
</tr>
<tr>
<td>Landmark Contractors, Inc.</td>
<td>$552,317.71</td>
</tr>
<tr>
<td>Alliance Contractors, Inc.</td>
<td>$561,545.55</td>
</tr>
<tr>
<td>Lorusso Cement Contractors, Inc.</td>
<td>$623,928.44</td>
</tr>
</tbody>
</table>

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Burrink Commercial Services, Inc. for their submission of the lowest, most responsible bid in the amount of $407,568.80.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Burrink Commercial Services, Inc., 9765 West 135th Place, Cedar Lake, Indiana 46303, for their bid of $407,568.80; and

BE IT FURTHER RESOLVED that monies be encumbered and set aside for the payment of said contract as follows:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3500-54050</td>
<td>$407,568.80</td>
</tr>
</tbody>
</table>

; and
Resolution

DT-R-0381-18

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with Burrink Commercial Services, Inc.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________________________
PAUL HINDS, COUNTY CLERK
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

____________________________

Signature on File

Printed Name

BRENNDEN BURRINK

Title

PRESIDENT

Date

7/26/2018

Attach additional sheets if necessary. Sign each sheet and number each page.  Page ______ of _______ (total number of pages)
Resolution
FI-R-0386-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY WIOA RAPID RESPONSE LAYOFFS AND CLOSINGS GRANT PY17 INTER-GOVERNMENTAL AGREEMENT NO. 17-651006 COMPANY 5000 - ACCOUNTING UNIT 2840 $54,630

Under the administrative direction of the Human Resources Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Illinois Department of Commerce and Economic Opportunity WIOA Rapid Response Layoffs and Closings Grant PY17, Company 5000 - Accounting Unit 2840, pursuant to Resolution FI-R-0433-17 for the period July 1, 2017 through December 31, 2018, as amended; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with modification #002 to Inter-Governmental Agreement No. 17-651006 (Attachment II) that additional Rapid Response Layoffs and Closings funds in the amount of $54,630 (FIFTY-FOUR THOUSAND, SIX HUNDRED THIRTY AND NO/100 DOLLARS) are available to the WIOA Rapid Response Layoffs and Closings Grant PY17, Company 5000 - Accounting Unit 2840, to be used to provide services to unemployed and underemployed DuPage County residents; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that modification #002 to Inter-Governmental Agreement No. 17-651006 (Attachment II) be and is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheet (Attachment I) in the amount of $54,630 (FIFTY-FOUR THOUSAND, SIX HUNDRED THIRTY AND NO/100 DOLLARS) be made and added to the Illinois Department of Commerce and Economic Opportunity WIOA Rapid Response Layoffs and Closings Grant PY17, Company 5000 - Accounting Unit 2840 and that the program continue as originally approved in all other respects; and
BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Economic Development Committee shall review the need for continuing the specified program and related headcount; and

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

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

______________________________  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: ____________________________  
PAUL HINDS, COUNTY CLERK
## ADDITIONAL APPROPRIATION FOR THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY WIOA RAPID RESPONSE LAYOFFS AND CLOSINGS GRANT PY17 INTER-GOVERNMENTAL AGREEMENT NO. 17-651006 COMPANY 5000 – ACCOUNTING UNIT 2840 $54,630

### Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000-0008 – Federal Operating Grant-DOL</td>
<td>$54,630</td>
</tr>
</tbody>
</table>

**Total Anticipated Revenue** $54,630

### Expenditures

#### Personnel

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50000 Regular Salaries</td>
<td>$33,831</td>
</tr>
<tr>
<td>51010 Employer Share IMRF</td>
<td>4,094</td>
</tr>
<tr>
<td>51030 Employer Share Social Security</td>
<td>2,588</td>
</tr>
<tr>
<td>51040 Employer Medical &amp; Hosp Insurance</td>
<td>13,292</td>
</tr>
</tbody>
</table>

**Total Personnel** $53,805

#### Commodity

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>52100 Data Processing Equip-Small Value</td>
<td>$825</td>
</tr>
</tbody>
</table>

**Total Commodities** $825

### Total Additional Appropriation

**Total Additional Appropriation** $54,630
June 25, 2018

Ms. Margaret Ewing
Director
DUPAGE COUNTY DEPARTMENT OF
421 N COUNTY FARM RD
Wheaton, IL 60187-3978

Re: Grant No. 17-651006

Dear Ms. Ewing:

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

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

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

Sincerely,

SEAN MCCARTHY
Director

cc: DCEO Grant Manager www.idceo.net
 Illinois Department of Commerce & Economic Opportunity

Grant Agreement Modification
WIOA Rapid Response Layoffs and Closings
17-651006

1. Grant Recipient: DuPage County
2. Grant Agreement: 17-651006
3. Modification Number: 002
4. Current Grant Period: 07/01/2017 to 12/31/2018
5. Funding Source: WIOA RAPID RESPONSE
6. Purpose of Modification:
   - Budget
   - Unilateral
   Grantee is receiving additional trade case management funding to serve co-enrolled trade customers. Except as modified herein, the basic Agreement remains unchanged, including all prior modifications as agreed to by the parties.
7. This modification has the following effect on the total amount of the grant:
   Increase of $54,630.00 From $528,812.00 To $583,442.00
8. Signature:
   Grantee: DuPage County

Illinois Department of Commerce and Economic Opportunity

By: [Redacted]
   Travis March
   Chief Financial Officer

Date: [Redacted]
### Illinois Department of Commerce & Economic Opportunity

Grant Agreement Modification
WIOA Rapid Response Layoffs and Closings 17-651006

Name of Applicant/Grantee: DuPage County  
Application Grant Number: 17-651006  
Modification Number: 002  
Project Duration: Begin Date: 07/01/2017  
End Date: 12/31/2018

#### Summary of Project – By Budget/Cost Category

<table>
<thead>
<tr>
<th>Cost Cat.</th>
<th>Description</th>
<th>Current Approved Budget</th>
<th>Modification Amount</th>
<th>New Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1020</td>
<td>DIRECT TRAINING</td>
<td>370,000.00</td>
<td>0.00</td>
<td>370,000.00</td>
</tr>
<tr>
<td>1030</td>
<td>SUPPORTIVE SERVICES</td>
<td>15,000.00</td>
<td>0.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>1060</td>
<td>RAPID RESPONSE PERSONNEL</td>
<td>28,124.00</td>
<td>0.00</td>
<td>28,124.00</td>
</tr>
<tr>
<td>1061</td>
<td>RADID RESPONSE BENEFITS/FRINGE</td>
<td>11,876.00</td>
<td>0.00</td>
<td>11,876.00</td>
</tr>
<tr>
<td>1070</td>
<td>TRADE CM PERSONNEL</td>
<td>74,418.00</td>
<td>33,831.20</td>
<td>108,249.00</td>
</tr>
<tr>
<td>1071</td>
<td>TRADE CM FRINGE BENEFITS</td>
<td>29,394.00</td>
<td>19,973.80</td>
<td>49,367.80</td>
</tr>
<tr>
<td>1072</td>
<td>TRADE CM OTHER</td>
<td>0.00</td>
<td>825.00</td>
<td>825.00</td>
</tr>
<tr>
<td><strong>Total Project Costs/Budget</strong></td>
<td></td>
<td><strong>$528,812.00</strong></td>
<td><strong>$54,630.00</strong></td>
<td><strong>$583,442.00</strong></td>
</tr>
</tbody>
</table>
Justification for Modification

The unilateral modification reflects revisions in the budget to incorporate new directives effective February 12, 2011, including 20 CFR 618, and TEGL 1-10 with subsequent changes, to serve customers from existing events.
WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity (ILDCEO) that grant funds in the amount of $24,230 (TWENTY-FOUR THOUSAND, TWO HUNDRED THIRTY AND NO/100 DOLLARS) are available to be used to provide services to unemployed and underemployed DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. 16-632006 with the ILDCEO, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from May 1, 2018 through June 30, 2019; and

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

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

WHEREAS, the 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 Agreement No. 16-632006 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) be made to establish the Illinois Department of Commerce and Economic Opportunity WIOA Local Incentive Grant PY16, Company 5000 - Accounting Unit 2840 for the period May 1, 2018 through June 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of the Human Resources is approved as the County’s Authorized Representative; and
Resolution
FI-R-0387-18

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

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

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
WIOA LOCAL INCENTIVE GRANT PY16
AGREEMENT NO. 16-632006
COMPANY 5000 – ACCOUNTING UNIT 2840
$24,230

REVENUE

41000-0008 – Federal Operating Grant-DOL $24,230

TOTAL ANTICIPATED REVENUE $24,230

EXPENDITURES

CONMMODITIES

52100 Data Processing Equipment-Small Value $24,230

TOTAL COMMODITIES $24,230

TOTAL ADDITIONAL APPROPRIATION $24,230
WIOA Local Incentive 01

Grant No. 16-632006

for the

DuPage County

Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701
STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Notice of Grant Award No. 16-632006

This Grant Agreement (hereinafter referred to as "Grant Agreement" or the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and DuPage County (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a grant (hereinafter referred to as the "Grant") in an amount not to exceed $24,230.00 (hereinafter referred to as the "Grant Funds") to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of 05/01/2018 through the ending date of 06/30/2019 (hereinafter referred to as the "Grant Term"), unless otherwise established within Scope of Work (Part II). The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:
I. Budget
II. Scope of Work
III Grant Fund Control Requirements
IV. Terms and Conditions
V. General Provisions
VI. Certifications

This Grant is federally funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: DuPage County

Taxpayer Identification Number:
SSN/FEIN: 366006551
Legal Status:

[Blank]

Estate or Trust (10)

Pharmacy-Noncorporate (11)

Nonresident Alien (13)

Pharmacy/Funeral Home/Cemetery Corp (15)

Tax Exempt (16)

Limited Liability Company (select applicable
tax classification)

C - Corporation

P - Partnership

GRANTEE:
DuPage County

Grantee’s execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee’s behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By:

(Authorized Signator)  [Redacted]

Date

Margaret Ewing, Director

Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By:

Sean McCarthy, Director

Date

Grantee Address:

421 North County Farm Road

Wheaton, IL 60187-3978

Please indicate any address changes below

In processing this Grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

Page 3

Grant Number 16-632006

Packet Pg. 165
Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Grant Agreement.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: ______________________________
Authorized Designee Title: ______________________________
Authorized Designee Phone: ______________________________
Authorized Designee Email: ______________________________

Authorized Designee Signature: ______________________________

Authorized Signatory Approval: ______________________________
PART I

BUDGET

<table>
<thead>
<tr>
<th>Cost Category Description</th>
<th>Cost Cat</th>
<th>DCEO Budget Amount</th>
<th>Variance %</th>
<th>Variance Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCAL INCENTIVE FUNDS</td>
<td>1501</td>
<td>24,230.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$24,230.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

LOCAL INCENTIVE FUNDS

Funds may be used for any activities allowed under the Workforce Innovation and Opportunity Act Title I-B at the discretion of the grantee as per Section 134 of the Workforce Innovation and Opportunity Act.

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of this Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

1. Inform any subrecipient(s) of the proper Federal award identifying information (shown below) as required by Federal regulations contained in OMB Circular A-133.

   This Federally funded award is identified by the following:

   - **CFDA #** 17.258
   - **CFDA Title** WIOA Adult Program
   - **Award #** AA-28314-16-55-A-17
   - **Federal Awarding Agency** Department Of Labor

   - **CFDA #** 17.278
   - **CFDA Title** WIOA Dislocated Worker Formula Grants
   - **Award #** AA-28314-16-55-A-17
   - **Federal Awarding Agency** Department Of Labor

   - **CFDA #** 17.259
   - **CFDA Title** WIOA Youth Activities
   - **Award #** AA-28314-16-55-A-17
   - **Federal Awarding Agency** Department Of Labor

2. Advise any subrecipient(s) of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements which provided this funding. Advise subrecipient(s) of any supplemental requirements imposed by the pass-through entity or subgrantor (your organization).
PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Scope of Work (Part II) hereof, in accordance with the provisions of Budget (Part I) hereof.

BACKGROUND

Section 116 of the Workforce Innovation and Opportunity Act ("WIOA") establishes performance accountability measures for workforce activities to assess the effectiveness in achieving positive outcomes for adults, dislocated workers, and youth.

PERFORMANCE GOAL

Local Workforce Innovation Boards and Chief Elected Officials are required through negotiations with the State to propose expected levels of performance for each of these measures. If these goals are exceeded in a Local Workforce Innovation Area ("LWIA"), the LWIA grantee may be eligible to receive an incentive bonus award as long as the LWIA also meets the minimum training expenditure requirement. For Program Year ("PY") 2016, an incentive bonus is awarded to LWIAs that meet or exceed the minimum training expenditure requirement because a full year outcome of performance measure data is not available. The incentive amount is based on the number of participants who completed training in an in-demand occupation and the number of participants who received employment in an in-demand occupation related to the training received.

PERFORMANCE AWARD

As a result of the LWIA meeting or exceeding performance measures for PY 2016, the Grantee is eligible to receive incentive funds as authorized by Section 134 of WIOA. The local incentive Grant Funds may be used at the discretion of the Grantee for activities allowed under WIOA Title IB.

PRE-AWARD COSTS

Pre-award costs may be incurred effective July 1, 2017. Pre-award costs may not exceed the total grant award amount.
PART III
GRANT FUND CONTROL REQUIREMENTS

3.1 AUDITS

A. Standard Audit If the Grantee is required to have a Standard Audit, the Grantee shall provide the Department with a copy of such audit report within thirty (30) days of the Grantee’s receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to DCEO any year an audit is performed over the life of the grant. In lieu of providing a Standard Audit, the Grantee may submit a Grant-Specific Audit as defined in Section 3.1 D.

B. Federal Requirements If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 (“Single Audit Act”) and by the Office of Management and Budget Circular A-133 (“OMB Circular A-133”)(“Single Audit”) or 2 CFR 200 Subpart B-General Provisions; or, Subpart F-Audit Requirements, the Grantee shall provide the Department with a copy of the audit report, as provided for in the Single Audit Act and OMB Circular A-133 or 2 CFR 200 Subpart B-General Provisions; or, Subpart F-Audit Requirements, to the Department within thirty (30) days of the Grantee’s receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The audit report is required to be provided to DCEO annually for the life of the grant. In accordance with the American Recovery and Reinvestment (ARRA) Act of 2009 Article 3, the audit report in the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) must separately identify all expenditures for federal awards including each subrecipient, the Federal Award number, CFDA number, and the amount of ARRA funds. Please refer to the ARRA Act Article 3 for further guidance. If no Single Audit is required of federally-funded Grantees, the Grantee is to provide DCEO with an annual letter stating a Single Audit was not required.

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

D. Grant-Specific Audit If the Grantee chooses to submit a grant-specific audit in place of a standard audit in accordance with 2 CFR 200.501(c), the Grantee must notify DCEO's Office of Accountability-External Audit Unit in writing or by e-mail. The grant-specific audit must meet the following requirements:

The audit must be completed at the end of the grant, cover the entire grant period, and be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the Grant Term;
- Confirmation that the Grantee obtained prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part II);
- Confirmation that the Grantee expended Grant Funds within the grant period;
- Confirmation that the Grantee adhered to the grant Budget (Part I) or, if no variances must be identified;
- Confirmation that the Grantee obtained prior written approvals from the Department for any material variances in its expenditure of Grant Funds;
• Confirmation that the Grantee adequately accounted for the receipts and expenditures of Grant Funds;
• Confirmation, if applicable, that the Grantee returned Grant Funds and interest to the Department in accordance with the provisions of the Grant Agreement; and
• Confirmation that the amounts reported in the Final Grantee Report are traceable to its general ledger and accounting records.

E. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.

F. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, IL  62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the Grant Term provided in the Notice of Grant Award, the Grantee must submit a Grantee Report, in a format provided by the Department, including the status of the Project, certification of job counts and accounting for expenditures incurred from the beginning of the Grant Term up to the end of the month preceding the date of the Department’s execution. If this Report is required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.

B. Final Grantee Report The Final Grantee Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the Grant Term. The Grantee’s failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee’s failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.

C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.

D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. All grants require, at a minimum, the filing of
quarterly reports describing the progress of the program, project, or use and the expenditure of the Grant Funds related thereto.

E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for sub grantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

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

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department’s final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under...
this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department’s final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.
PART IV
TERMS AND CONDITIONS

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

A. Authority The Department is authorized to make this grant pursuant to Public Law 113-128; 20 ILCS 605/605-30, 605-807.

The purpose of this authority is as follows:

To provide employment and training services to Adults, Youth, and Dislocated Workers.

B. Purpose; Representations and Warranties The sole purpose of this grant is to fund the Grantee’s performance of the Project, described in Scope of Work (Part II) hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Scope of Work (Part II).

4.2 PROJECT SCHEDULE; EXTENSIONS

A. Project Schedule The Grantee must complete the Scope of Work (Part II) within the Grant Term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Scope of Work (Part II).

B. Extensions Extensions of the Grant Term will be granted only for good cause. Grantees requiring an extension of the Grant Term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee’s failure to adhere to the schedule set forth in Scope of Work (Part II) may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Scope of Work (Part II), or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

A. Expenditure of Funds; Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work (Part II) of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouched to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the Grant Term in accordance with Budget (Part I) and Scope of Work (Part II) hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the Grant Term or the otherwise effective Grant Agreement termination date.

B. Payment Provisions; Prior Incurred Costs
Reimbursement

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

Prior Incurred Costs

Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Scope of Work (Part II), as approved by the Department. If not clearly identified in Scope of Work (Part II), any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

Federal Awarding Agency: U.S. Department of Labor / ETA Division of Federal Assistance
Federal Award Number: AA-28314-16-55-A-17
Federal Award Date: Funding Agreement signed by USDOL on April 8, 2016
Amount of Federal Funds Obligated by this Grant: $24,230
Total Amount of Federal Funds Obligated to Grantee under this Federal Award: $24,230
Total Amount of Federal Award: $130,285,178
Federal Award Project Description: This Grant Agreement applies to funds appropriated for Program Year (PY) 2016 for Workforce Investment and Opportunity Act (WIOA) Title I State formula-funded Youth, Adult, and Dislocated Worker programs.
Is Award for R&D? No

Funds Provided:
- CFDA #17.258 WIOA Adult Program: $6,978
- CFDA #17.259 WIOA Youth Activities: $7,439
- CFDA #17.278 WIOA Dislocated Workers: $9,813

Grantee DUNS Number: 135836026
Catalog of State Financial Assistance Number (CSFA): 420-30-0075

Indirect Cost Rate:
The indirect cost rate applicable to the grant is N/A.

Indirect Costs:
- ☐ Approved federally recognized indirect cost rate negotiated between the Grantee and the Federal Government.
- ☐ Approved indirect cost rate negotiated between the Grantee and the State of Illinois.
- ☐ De minimis indirect cost rate.
- ☐ Cost allocation plan that is submitted to and approved by the Department of Commerce and Economic Opportunity (expressly limited to the WIOA Program Year 2015 and/or 2016 grants).
- ☒ Grantee will not request reimbursement of indirect costs.

Grant is a subaward? Yes

A. Performance Goals. The levels of performance for the Workforce Innovation and Opportunity Act (“WIOA” or the “Act”) performance measures included in the Workforce Investment Plan submitted by the Grantee and incorporated by reference in this Agreement in the Scope of Work hereof, reflect the negotiated goals as agreed by the Department and the Local Workforce Development Area. The U.S. Department of Labor (“USDOL”) has the option to raise the Department’s state-level performance...
goals for any of these measures. These goals referred to in Scope of Work are subject to modification by the Department, if the Department is required by USDOL to raise its state-level performance goals. In such event, the goals for such measures may be increased on a proportional basis by the minimum amount required to ensure that the collective planned levels of performance for all Local Workforce Development Areas is equal to the revised state-level performance goals as imposed by USDOL. Any changes necessitated as a result of the imposition of performance goals by USDOL, will not be subject to renegotiation with the Local Workforce Development Board or the Chief Elected Official.

B. Veteran’s Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program’s eligibility requirements. Recipients must comply with DOL guidance on veterans’ priority. ETA’s Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

C. Disbursement of Grant Funds. The Adult and Dislocated Worker programs receive funding allotments from two Federal Fiscal Years (FFY). The first funding allotment becomes available for obligation on July 1; this portion is commonly referred to as the “base” funds. The second funding allotment becomes available for obligation on October 1; this portion is commonly referred to as “advance” funds. No “advance” funds issued on October 1 (i.e., future fiscal year appropriations) can be used to pay prior fiscal year expenditures. The Grantee must comply with expenditure limits outlined in the funding breakdown contained in the Department’s WIA/WIOA Notice No. 14-NOT-05, Change 1.

D. Federal Grant Requirements. Notwithstanding anything in this Agreement to the contrary, this Grant is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 et seq. (the “Uniform Requirements”), which supersedes those federal Office of Management and Budget (“OMB”) guidance documents and regulations specified at 2 CFR 200.104 (the “OMB Circulars”). All references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements. Any specific exceptions to the Uniform Requirements adopted by USDOL may be found at 2 C.F.R. §§ 2900.1-2900.22.

4.4a WIOA PROGRAM TERMS AND CONDITIONS

A. Compliance With Program Specific Laws And Regulations. The Grantee agrees to comply with the requirements of this Program, and with the regulations and policies promulgated thereunder by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by Federal or State law, rules, or regulations applicable to this Agreement. Any such required modifications shall be incorporated into and be a part of this Agreement as if fully set forth herein in accordance with the provisions of Section 5.7 hereof.

(1) Applicable Authority: Funds provided under this grant agreement must be expended in accordance with all applicable federal statutes, regulations and policies, including those of the Workforce Investment and Opportunity Act (as presently in effect and as may become effective during the terms of this Agreement); the applicable approved State WIOA plan including approved modifications and amendments to the plan, and any waiver plan approved under WIOA Sec. 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190; the
negotiated performance levels and policies established pursuant to the Secretary’s authority under WIOA Section 116; and the applicable provisions in the appropriations act(s).

(2) Order of Precedence: The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require:
1. Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016;
2. Consolidated Appropriations Act, 2016 (Pub. L.114-113);
3. other applicable Federal statutes and their implementing regulations; and
4. terms and conditions of award.

(3) Training and Employment Guidance Letter: The Training and Employment Guidance Letter No. 17-15 (http://wdr.doleta.gov/directives/attach/TEGL/TEGL_17-15.pdf) are hereby incorporated into this Grant Agreement. Recipients are bound by the authorizations, restrictions, and requirements contained in the Funding Opportunity Announcement. The applicable terms of Training and Employment Guidance Letter (TEGL) No. 17-15 is taken as the Statement of Work. If there is any inconsistency between items in this project narrative and any Department of Labor (DOL) regulation, guidance or OMB cost principle, the DOL regulation, guidance or cost principle will prevail.

B. Compensation To The Grantee. Payments pursuant to this Grant Agreement are subject to the availability of Federal WIOA funds, their appropriation or authorized expenditure under Illinois state law, and sufficiency and availability of appropriated funds as determined by the Department.

(1) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Department is governed. Grantee shall comply with direction issued by the Department as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Department to ensure that such requests are:

(a) in accordance with the approved Grant Budget (Part I hereof);

(b) in accordance with the Section of the Act applicable to Grantee’s program, Section 129 or 134(b), and the WIOA Regulations at 20 C.F.R. § 683.200.

(2) Allowable Costs/Cost Principles. Grantee is responsible for ensuring that it and any of its subrecipients follow those Federal cost principles set forth below which are applicable to Grantee or its subrecipients.

(a) Allowable costs for state, local and Indian tribal government organizations, non-profits, institutions of higher education, for profit and foreign entities are located at 2 C.F.R. Part 200.

(b) Allowable costs for hospitals are contained in 45 CFR Part 74, Appendix E. Refer to Appendix VIII to 2 CFR Part 200 for nonprofit organizations exempted from Subpart E – Cost Principles of Part 200.

(c) USDOL has adopted exceptions to the Cost Principles of Subpart E – Cost Principles of Part 200. Those exceptions may be found at 2 C.F.R. §§ 2900.16-19.

(3) Funding Terms and Restrictions.

(a) Reimbursement Limitation. The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Section 5.7 hereof.
(b) **Repayment.** Grantee shall be liable for repayment of any Grant Funds which are expended in violation of the terms of this Agreement. Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget. The Department reserves the right to withhold funds for such expenditures until a revised Plan has been submitted by the Grantee and approved by the Department.

(c) **Overpayment.** An overpayment of Grant Funds (unliquidated balance) as of the end date of the Grant Term specified in the Notice of Grant Award shall be refunded to the Department within 45 days from said end date, accompanied by a final grant closeout report in the format provided by the Department. In addition, the Grantee agrees to repay the Department for any funds that are determined by the Department to have been spent improperly in accordance with applicable regulations or rules.

(d) **Administrative Costs.** Local areas are limited to spending no more than 10 percent of their annual allocation on administrative costs. Flexibility is provided to States and local areas in the statute by allowing administrative funds from the three formula funding streams awarded under subtitle B to be pooled and used together for administrative costs for any of the three programs, at the State and locals’ discretion.

(e) **Supportive Services & Participant Support Costs.** Where authorized in the Workforce Innovation and Opportunity Act, Title I, Subtitle B for Adult and Dislocated Workers, in Subtitle D Sections 167 and 171, or as otherwise allowed in WIOA regulations, funds may be used for supportive services. Participant support costs listed at 2 CFR 200.75 are also approved. No additional prior approval from the Federal Grant Officer is required; however costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

(f) **Salary and Bonus Limitations.** Pursuant to P.L. 113-114, Division H, Title I, Section 105 none of the funds appropriated under the heading “Employment and Training” shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-senior-level). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

(g) **Consultant Rate Limitation.** The total salary and bonus of any consultant that is considered a subrecipient who provides services under a program cannot exceed the daily rate equivalent of the Executive Level II salary level in effect at the time services are rendered.

(h) **Foreign Travel.** Pursuant to WIOA section 181 (e), no funds received shall be used for foreign travel.

(i) **Publicity.** No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative
relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

C. **Accounting/Fiscal Control Requirements.** Fund accounting procedures shall be established as may be necessary to assure the proper expenditure of an accounting for federal funds paid by the Department to the Grantee, or any of its subrecipients, under this program, including procedures for monitoring the assistance provided under this program.


E. **Travel Regulations.** Costs in accordance with 2 C.F.R. § 200.474 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee’s employees who are in travel status on official business incident to the Grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Department, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by Federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement.

(1) For reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. Mileage rates must be checked annually at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) to ensure compliance. The Grantee must retain receipts on file as source documentation for travel expenses of its employees.

(2) This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.407. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

(3) No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-12-12 dated May 11, 2012 or any subsequent revisions to that memorandum.

F. **Modification and Amendment of Grant Agreement.** The following provisions relate solely to modifications of the approved Grant Budget (Part I hereof). Provisions relating to Modifications by Operation of Law or Discretionary Modifications are set forth in Section 5.7 of this Agreement.

(1) **Modifications in Budget.** Modification in the Budget shall be in accordance with the following provisions:

   (a) If the Grantee has reason to believe that its operation for the Grant Term will result in an over expenditure of the amount budgeted for the programmatic cost category, the programmatic cost category may be over expended to the extent that the Administrative cost category is under expended.

   (b) If the Grantee has reason to believe that its operation for the Grant Term will exceed the total budget authorization, it shall request approval of the Department in writing. In no event shall the Grantee make any change in cost categories which increases or decreases the total budget without prior approval of the Department.
(c) Failure of the Grantee to either request approval of the Department for anticipated budget variations or to formally request approval for variation of the total grant amount, except as provided under Section 5.7(B)(2), herein, shall be deemed sufficient reason for the Department to disallow costs incurred in excess of specific cost category amounts or total grant amount as set forth in the Grant Budget even if the total costs incurred are within the legislated limitations of the cost categories.

(d) If the Department grants a budget revision, a Grant Agreement Modification shall be issued by the Department incorporating a revised Grant Budget.

G. Publication, Reproduction And Use Of Material. No material produced in whole or in part with funds provided under this Grant Agreement shall be subject to copyright in the United States or in any other country. All documents, including reports, studies and other materials developed, produced or generated by the Grantee or its subgrantees or subcontractors as part of the performance required under this Agreement are referred to herein as the Grant Documents. Grantee and the Department shall have the mutual right to publish, distribute, and use all Grant Documents without permission of or payment to the other Party. The Grantee will not publish or permit any other person to publish any Grant Documents without advance notice to the Department. The Grantee shall acknowledge the Department as providing funds for any such publication, and shall accede to any request by the Department that appropriate disclaimer language be incorporated into the publication.

H. Requirements to Provide Certain Information in Public Communication. Pursuant to P.L. 113-114, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state: (1) The percentage of the total costs of the program or project which will be financed with Federal money; (2) The dollar amount of Federal funds for the project or program; and (3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

I. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Department to the Grantee.

J. Monitoring And Evaluation. The Department will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Grant Agreement. The Grantee will be monitored for compliance with all applicable Federal and State laws, regulations, and rules applicable to this Agreement. The Grantee’s performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the WIOA funds. Assessments will occur both during the operation of the program and upon its completion. The Grantee must cooperate with the DOL in the conduct of a third-party evaluation, including providing DOL or its authorized contractor with appropriate data and access to program operating personnel and participants in a timely manner.

K. Ownership of Nonexpendable Personal Property. It is understood that nonexpendable personal property purchased by the Grantee with funds provided under this Grant Agreement and nonexpendable personal property received from the Department shall not be the property of the Grantee but shall be held by it in trust for the benefit of the People of the State of Illinois. Upon the termination of this Grant and upon the election of the Department, the Grantee shall surrender possession of such property to the Department or, ship same to any designated location.

L. Property Management. The Grantee may not purchase nonexpendable personal property items exceeding $5,000 without the Department’s prior written approval. The Grantee agrees to comply with 2 C.F.R. §§ 200.310-200.316, as applicable to its organization, in the management of property. Further, for the purposes of 2 C.F.R. §§ 200.311 – 200.314, and in accordance with TEGL 18-13, real property, equipment, and supplies includes real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements.
M. **Requirement for Unique Entity Identifier.** Grantee must provide its unique entity number to the Department. Grantee must notify potential subgrantees that no entity may receive a subgrant unless the entity has provided its unique entity identifier to you. Grantee and subgrantees must maintain the information in the System of Award Management until the final financial report required under this award or receive the final payment, whichever is later. This requires Grantees to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

“The System of Award Management (SAM)” means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

“The unique entity identifier” means the identifier required for SAM registration to uniquely identify business entities.

N. **Managing Subawards and Subrecipients.** *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award.

(1) **Monitoring.** The Grantee is responsible for the monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)). The Grantee shall also provide oversight and monitoring of subrecipients on a frequency which ensures that the financial systems of its subrecipients are in accordance with WIOA Regulations Parts 683.400(c)(1) and 683.410(a).


P. **Bonding.** The Grantee shall provide bonding for every officer, director, agent or employee who handles funds (cash, checks or other instruments of payment for program costs) under this Grant Agreement. The amount of coverage shall be the higher of: (1) the highest cash draw down planned during the term of this Agreement, or (2) $100,000.


R. **Interest Income.** All interest earned on funds received by the Grantee under this Grant Agreement shall be treated as program income in accordance with Section 194(7) (B) (iii) of the Act.

S. **Equal Opportunity/Nondiscrimination.** As a condition to the award of financial assistance under WIOA from the Department of Labor, the Grantee assures, with respect to operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions in Sec. 188 of WIOA; 29 C.F.R. Part 38, as amended; 29 C.F.R. Parts 31 and 32, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; The Civil Rights Restoration Act of 1987; Executive Order 12250; Age Discrimination in Employment Act of 1967; Federal Equal Pay Act of 1963; Illinois Equal Pay Act of 2003; U.S. Department of Labor Regulations at 28 CFR Part 42, Subparts F & H; Title VII of the Civil Rights Act of 1964, as amended; and the Victims Economic Security and Safety Act.
T. **Complaint Process.** The Grantee shall comply with the grievance and complaint procedure(s) contained in Section 181(c) of WIOA, and any state-issued policy guidance.

U. **Conflict Of Interest.** In addition to any other conflict of interest provisions set forth in this Agreement, the Grantee and its employees are subject to the provisions of Section 107(h) of WIOA.

V. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with Grant Funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with Grant Funds:

> “This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

W. **Creative Commons License Requirement.** Pursuant to 2 CFR 2900.13, to ensure that the Federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials the recipient will be required to license to the public all work created with the support of this grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, recipient-owned content using grant funds.

This license allows subsequent users to copy, distribute, transmit, and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the recipient. Notice of the license shall be affixed to the Work. For general information on CC BY, please visit [http://creativecommons.org/licenses/by/4.0](http://creativecommons.org/licenses/by/4.0). Instructions for marking your work with CC BY can be found at [http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license](http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license).

Only work that is developed by the recipient in whole or in part with grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the recipient from third parties, including modifications of such materials, remains subject to the intellectual property rights the recipient receives under the terms of that particular license or purchase. In addition, works created by the recipient without grant funds do not fall under the CC BY license requirement. The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by this award result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, the recipient is required to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.
In addition to the guidance set forth in 2 CFR 200.315(d)(3), USDOL requires intellectual property developed under a competitive Federal award process to be licensed under a Creative Commons Attribution license. This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Grantee.

X. **Personally Identifiable Information.** Recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Recipients must meet the requirements in Training and Employment Guidance Letter (TEGL 39-11), Guidance on the Handling and Protection of Personally Identifiable Information (PII).

Y. **Reporting Waste, Fraud and Abuse.** Pursuant to P.L. 113-114, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Z. **Prohibition on Trafficking in Persons.** This Agreement may be terminated without penalty, if the Grantee, Grantee’s Employees, Subgrantees, or Subgrantee Employees, engages in (i) severe forms of trafficking in persons during the period of time that the grant is in effect; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect, or (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons. 22 U.S.C. § 7104(g). Grantee must inform the Department immediately of any information you receive from any source alleging a violation of this provision.

“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

“Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery.

“Employee” means (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

AA. **Requirements For Conferences and Conference Space.** Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

BB. **Hotel-Motel Fire Safety.** Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act.

CC. **Executive Order 13043.** Seat Belts: Pursuant to Executive Order 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally...
owned or rented or personally owned. Grantee must comply with the Illinois Vehicle Code (625 ILCS 5/12-603.1).

DD. Executive Order 13513. Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, Grantee is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned, Government-leased, or Government rented vehicles, or while driving privately owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Grantee and its subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of Executive Order 13513.

EE. Buy American Notice Requirement. None of the funds made available under Titles I or II WIOA or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. §§ 8301-8303 (commonly known as the “Buy American Act”).

FF. Executive Order 12928. Pursuant to Executive Order 12928, the Grantee is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

GG. Executive Order 13166. Pursuant to Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Grantee must take reasonable steps to ensure the LEP persons have meaningful access to programs in accordance with USDOL’s Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [5/29/2003] Volume 68, Number 103, Pages 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

HH. Restriction on Health Benefit Coverage for Abortion. Pursuant to P.L. 113-114, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself, that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

II. Restriction on the Promotion of Drug Legalization. Pursuant to P.L. 113-114, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

JJ. Restriction on Purchase of Sterile Needles or Syringes. Pursuant to P.L. 113-114, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
KK. Requirement for Blocking Pornography. Pursuant to P.L. 113-114, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

LL. Flood Insurance. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

MM. Architectural Barriers. The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

NN. Prohibition on Contracting with Inverted Domestic Corporations. No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. § 395 (b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

OO. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities. Pursuant to P.L. 113-114, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

PP. Prohibition on Contracting with Corporations with Felony Criminal Convictions. Pursuant to P.L. 113-114, Division E, Title VII, Section 746, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

QQ. Prohibition on Procuring Goods Obtained Through Child Labor. Pursuant to P.L. 113-114, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm.

RR. Prohibition of Providing Federal Funds to ACORN. Pursuant to P.L. 113-114, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
SS. **Profit.** Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators (American Job Centers) or service providers which are for-profit entities.

TT. **Violation of the Privacy Act.** These funds cannot be used in contravention of the 5 U.S.C. § 552a or regulations implementing that section.

UU. **Assurances.** The provision by the Grantee of the following assurances and certifications in no way affects the Grantee’s obligation to comply with every provision of this Agreement, even if not specifically mentioned in this Section. The Grantee hereby assures and certifies compliance with each of the requirements applicable to its Program:

1. It will comply with Program Requirements as provided for under Sections 181, 183, 184, 186, 187, 189 and 194 of the Act.

2. It will comply with WIOA Regulations Part 683.250(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Act.

3. It will comply with the limitations on the use of funds as provided for under WIOA Regulations Part 683.250 (a) and (b).

4. It will comply with Section 189(h) of the Act, by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C. appl. 453).

5. It will permit and cooperate with federal investigations undertaken in accordance with Section 185 of the Act.

6. It will comply with Section 134(e) (3) of the Act and WIOA Regulations Parts 680.930, 680.940, 680.950, 680.960 and 680.970 in making needs-based payments to individuals participating in a training program.

7. It will comply with the record retention requirements contained in 2 CFR 200 Sections 200.333 – 200.337.

8. It agrees to comply with WIOA Regulations Part 683.270 which prohibits replacing a currently employed worker with any WIOA participant.

9. It will only serve non-economically disadvantaged participants in accordance with Section 129 (a)(3)(A)(ii) of the Act.

10. It agrees to comply with WIOA Regulations Part 683.245, prohibiting funds to be used for employment generating activities, economic development and other similar activities unless they are directly related to training for eligible individuals.

11. It will comply with the policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98. No contract shall be made to parties listed on the General Services Administration’s System for Award Management from Federal Procurement or Nonprocurement Programs in accordance with E.O.’s 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

12. It will require all of its subrecipients that fall within the definition of “Non-Federal Entity” at 2 C.F.R. §2900.2 and which expend more than the minimum level specified at 2 CFR 200.501 have...
either an organization-wide audit conducted or a program specific financial and compliance audit in accordance with 2 CFR 200.501 (b) or (c).

(13) It will comply with WIOA Sections 134 (c)(3)(F)(iii) and 134(c)(3)(G).


(15) Where applicable, Grantee shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 5, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

(16) Where applicable, the Grantee shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

(17) Where applicable, Grantee shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(18) Where applicable, Grantee shall comply with all requirements relating to the performance of experimental, developmental, or research work including providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

(19) Where applicable, the Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(20) Where applicable, Grantee shall comply with the provisions of the Byrd Anti-Lobbying

(21) Grantee shall comply with any applicable assurances contained on U.S. Office of Management and Budget Standard Form 424b (SF-424b), Standard Assurances for Non-Construction Programs.

(22) Grantee shall comply with the US Department of Labor exceptions to the Uniform Guidance as specified at 2 CFR Part 2900.

(23) The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion.

4.6 INTEREST ON GRANT FUNDS

The Grantee may be allowed to retain interest earned on Grant Funds awarded under this Agreement, provided that:

A. Interest earned must be treated as program income in accordance with Section 4.7 Program Income; and

B. All interest earned/program income must be accounted for and reported to the Department in the Final Grantee Report described in Section 5.3 herein.

4.7 PROGRAM INCOME

Program income for this Grant is defined under 29 CFR Part 95.24 or 29 CFR 97.25 in combination with 20 CFR 667.200. Grantees are required to use the addition method for computing and expending program income. The Grantee may deduct those costs incident to generation of program income from gross income to determine net program income to be added to the grant, provided that such costs were not charged to...
Grant Funds under this Agreement. If costs incident to generation of program income are charged to the grant, gross income must be added to the grant.

4.8 SUPPORT

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY

A. Ownership Subject to the provisions of this Section, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. Use; Maintenance; Insurance During the Grant Term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved project purposes set forth in Scope of Work (Part II); and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. Prohibition Against Disposition/Encumbrance The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the Grant Term without prior written approval of the Department.

4.10 PUBLIC INFORMATION REQUIREMENTS

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials within ten (10) days, or as soon as practical with written permission from the Department, before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events with the Department. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department’s participation in the project.

4.11 DEPARTMENT REMEDIES

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department’s direction within 45 days following written notice or demand from the Department.

A. The Department may direct the Grantee to refund all Grant Funds disbursed to it under this Agreement;

B. The Department may direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes
of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;

C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department’s Administrative Hearing Rules shall govern and said rules can be found at 56 Ill. Adm. Code 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant Term must be returned to the Department within 45 days following said expiration or termination. 30 ILCS 705/5. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant Term must also be returned to the Department within 45 days following the expiration or termination of this Agreement. 30 ILCS 705/10; 30 ILCS 705/5.

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the project shall be submitted to:

Lora Dhom
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL  62701

4.16 FEDERALLY FUNDED GENERAL GRANT PROVISIONS

A. Lobbying Restrictions The Grantee acknowledges that receipt of Grant Funds under the Agreement may require compliance with 31 U.S.C. §1352 regarding the certification and disclosure of lobbying activities with the Federal Government and agrees to comply with those provisions, and all federal rules promulgated by the United States Department of Health and Human Services, the funding source for implementation of programs operated under this Agreement; and will require that this assurance of compliance is part of any sub-agreements executed hereunder.

By executing this Agreement on behalf of the Grantee, the Authorized Signatory hereby certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

B. Debarment The Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency.

C. Non-Smoking for Children's Services, 20 U.S.C. 7183 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee. This language must be included in all sub-awards containing provisions for children’s services.
PART V
GENERAL PROVISIONS

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES: GRANTEE GENERAL COVENANTS

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

(1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;

(2) That its employees, agents and officials are competent to perform as required under this Agreement;

(3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;

(4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;

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

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

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

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

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.
(9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by

(a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or

(b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and

(10) Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee’s knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

(1) That it will use Grant Funds only for the purposes set forth in the Budget (Part I) and Scope of Work (Part II), respectively, of this Agreement;

(2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;

(3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;

(4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;

(5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and

(6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES

A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.
B. **Non-appropriation/Insufficient Appropriation** Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department’s obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.

C. **Reduced Funding Sources/Revenues** The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:

1. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

2. Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced Scope of Work, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced Scope of Work, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 **GRANT CLOSE-OUT**

A. **Final Grantee Report** In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Grantee Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee’s required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Grantee Report, including such action as the Department, based on its review of the report, may direct.

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

5.4 **DEFAULT AND REMEDIES**

The occurrence of any of the following events, during the Grant Term, shall constitute a default:

A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;

B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;

E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Scope of Work (Part II), for any reason, including, but not limited to, fire or other casualty;

F. Company fails to provide the Company Contribution, if applicable, as identified in Scope of Work (Part II);

G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department’s satisfaction. Grantee’s failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department’s discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 TERMINATION; SUSPENSION

A. This Agreement may be terminated as follows:

(1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

(2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and Scope of Work necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under
this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

(3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department’s statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Budget (Part I) and Scope of Work (Part II). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers 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, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State’s right to recover against third parties for any loss, destruction or damage to State property and shall, at the State’s request and expense, furnish to the State 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.
The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys’ fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department to the same degree as would a Non-Governmental Entity as provided in Section 5.6 A above, to the extent authorized by Federal and/or State constitution(s) and/or laws.

5.7 MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS

A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the Grant Term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Budget (Part I) incorporating the revisions. Grantee’s failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Budget (Part I) without prior written approval of the Department, subject to the following conditions:

(1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Budget (Part I) by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Budget (Part I) incorporating the revisions. Grantee’s failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

(2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee’s discretion without the Department’s approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department’s prior written approval.

C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed
modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, if no written agreement is reached within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when assessing whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

D. **Unilateral Modifications** The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the grantee’s funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in this Section.

E. **Management Waiver** The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee’s compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes in the Scope of Work (Part II), and any other non-material changes to specific grant terms that the Department determines to be necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

F. **Term Extensions** The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the Grant Term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Grant Term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the grantee.

### 5.8 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS

#### A. Conflict of Interest
A conflict of interest exists if a Grantee’s officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

#### B. Interest of Public Officials/Employees

1. **Governmental Entity** If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8(A) exists. Further, the Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions of
responsibilities in the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

(2) Nongovernmental Entity. If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8(A) exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8(A). The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

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

D. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this Grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

A. Grantee Responsibility. All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.

B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.

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

D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.). In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and

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this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

E. **Drugfree Workplace Act (30 ILCS 580/1 et seq.)** Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

F. **Freedom of Information Act (5 ILCS 140/1 et seq.)** Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.

G. **Prevailing Wage Act (820 ILCS 130/0.01 et seq.)** All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

H. **Victims Economic Security and Safety Act (820 ILCS 180 et seq.)** If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

I. **Equal Pay Act of 2003 (820 ILCS 112 et seq.)** If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

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

K. **Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01)** The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of
the total labor hours performed to complete the project described in Scope of Work (Part II) were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at least ninety percent (90%) Illinois laborers on the project described in Scope of Work (Part II), in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

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

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

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

5.10 MISCELLANEOUS PROVISIONS

A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.

B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.

C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.

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

E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
F. **Notice** Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

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

G. **Required Notice** Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.

H. **Modifications** A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.

I. **Assignment** The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.

J. **Severability Clause** If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.

K. **Integration Clause** This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

L. **Comptroller Filing Notice** The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.

M. **Subcontract and Grants** The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
N. **Attorney Fees and Costs** If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.
PART VI
STATE OF ILLINOIS REQUIRED CERTIFICATIONS

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

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee’s services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

A) ____ It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.

B) ____ That the purpose of this grant is to fund solid waste reduction.

C) ____ It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or

D) ____ That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.
If Option "C" or "D" is checked and the amount of this grant is five thousand dollars ($5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

(a) Publishing a statement:

(i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(ii) Specifying the actions that will be taken against employees for violations of such prohibition.

(iii) Notifying the employee that, as a condition of employment on such grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(i) the dangers of drug abuse in the workplace;

(ii) the Grantee's policy of maintaining a drug free workplace;

(iii) any available drug counseling, rehabilitation and employee assistance programs; and

(iv) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission
of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

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

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

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

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE
The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor’s affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.
Resolution
FI-R-0388-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY TRADE ADJUSTMENT ASSISTANCE GRANT PY16
AGREEMENT NO. 16-661006
COMPANY 5000 - ACCOUNTING UNIT 2840
$940
(Under the administrative direction of the Human Resources Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Illinois Department of Commerce and Economic Opportunity Trade Adjustment Assistance Grant PY16, Company 5000 - Accounting Unit 2840, pursuant to Resolution FI-R-0304-17 for the period April 1, 2017 through September 30, 2018, as amended; and

WHEREAS, the County of DuPage has received a refund from the vendor in the amount of $940 (NINE HUNDRED FORTY AND NO/100 DOLLARS) that needs to be appropriated to be used to provide services to unemployed and underemployed DuPage County residents; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the refund received in the amount of $940 (NINE HUNDRED FORTY AND NO/100 DOLLARS) be and is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheet (Attachment) in the amount of $940 (NINE HUNDRED FORTY AND NO/100 DOLLARS) be made and added to the Illinois Department of Commerce and Economic Opportunity Trade Adjustment Assistance Grant PY16, Company 5000 - Accounting Unit 2840 and that the program continue as originally approved in all other respects; and
BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Economic Development Committee shall review the need for continuing the specified program and related headcount; and

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

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION FOR THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY TRADE ADJUSTMENT ASSISTANCE GRANT PY16 AGREEMENT NO. 16-661006 COMPANY 5000 – ACCOUNTING UNIT 2840

$940

REVENUE

46006-0000 – Refunds and Overpayments $ 940

TOTAL ANTICIPATED REVENUE $ 940

EXPENDITURES

CONTRACTUAL SERVICES

53820 Grant Services $ 940

TOTAL CONTRACTUAL SERVICES $ 940

TOTAL ADDITIONAL APPROPRIATION $ 940
Resolution
FI-R-0389-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT PY17 INTER-GOVERNMENTAL AGREEMENT NO. 17-681006 COMPANY 5000 - ACCOUNTING UNIT 2840

WHEREAS, the County of DuPage heretofore accepted and appropriated the Illinois Department of Commerce and Economic Opportunity Workforce Innovation and Opportunity Act (WIOA) Grant PY17, Company 5000 - Accounting Unit 2840, pursuant to Resolution FI-R-0386-17 for the period July 1, 2017 through June 30, 2019, as amended; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with modification #002 to Inter-Governmental Agreement No. 17-681006 (Attachment II) that additional WIOA funds in the amount of $44,838 (FORTY-FOUR THOUSAND, EIGHT HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS) are available to the Workforce Innovation and Opportunity Act (WIOA) Grant PY17, Company 5000 - Accounting Unit 2840, to be used to provide services to unemployed and underemployed DuPage County residents; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that modification #002 to Inter-Governmental Agreement No. 17-681006 (Attachment II) be and is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheet (Attachment I) in the amount of $44,838 (FORTY-FOUR THOUSAND, EIGHT HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS) be made and added to the Illinois Department of Commerce and Economic Opportunity Workforce Innovation and Opportunity Act (WIOA) Grant PY17, Company 5000 - Accounting Unit 2840 and that the program continue as originally approved in all other respects; and
BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Economic Development Committee shall review the need for continuing the specified program and related headcount; and

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

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ATTACHMENT I

ADDITIONAL APPROPRIATION FOR THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT PY17
INTER-GOVERNMENTAL AGREEMENT NO. 17-681006
COMPANY 5000 – ACCOUNTING UNIT 2840
$44,838

REVENUE

41000-0008 – Federal Operating Grant-DOL $ 44,838

TOTAL ANTICIPATED REVENUE $44,838

EXPENDITURES

CONTRACTUAL

53400 Rental of Office Space $ 4,485
53820 Grant Services 40,353

TOTAL CONTRACTUAL $44,838

TOTAL ADDITIONAL APPROPRIATION $44,838
Grant Agreement Modification
WIOA Formula Youth - Adult - Dislocated Worker
17-681006

1. Grant Recipient: DuPage County
2. Grant Agreement: 17-681006
3. Modification Number: 002
4. Current Grant Period: 07/01/2017 to 06/30/2019
5. Funding Source: WIOA YOUTH, ADULT, DISWORKER
6. Purpose of Modification:
   Budget
   To incorporate additional funds being made available to the local areas.
   Except as modified herein, the basic Agreement remains unchanged, including all prior modifications as agreed to by the parties.
7. This modification has the following effect on the total amount of the grant:
   Increase of $44,838.00 From $5,412,938.00 To $5,457,776.00
8. Signature:
   Grantee: DuPage County
   By: [Redacted]
   Authorized Signature for Grantee
   Margaret Ewing, Director
   Name and Title
   Human Resources

   Illinois Department of Commerce and Economic Opportunity

   By: Sean McCarthy, Director
   Date
# Illinois Department of Commerce & Economic Opportunity

Grant Agreement Modification  
WIOA Formula Youth - Adult - Dislocated Worker  
17-681006

Name of Applicant/Grantee: DuPage County  
Application Grant Number: 17-681006  
Modification Number: 002  
Project Duration:  
Begin Date: 07/01/2017  
End Date: 06/30/2019

Summary of Project – By Budget/Cost Category

<table>
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<tr>
<th>Cost Cat.</th>
<th>Description</th>
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<th>Modification Amount</th>
<th>New Budget Amount</th>
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### Grant Agreement Modification
WIOA Formula Youth - Adult - Dislocated Worker
17-681006

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Resolution
FI-R-0383-18

ACCEPTANCE AND APPROPRIATION OF
THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 18-221028
COMPANY 5000 - ACCOUNTING UNIT 1430
$776,198

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of $776,198 (SEVEN HUNDRED SEVENTY-SIX THOUSAND, ONE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 18-221028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from June 1, 2018 through September 30, 2019; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 18-221028 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $776,198 (SEVEN HUNDRED SEVENTY-SIX THOUSAND, ONE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program HHS Grant FY19, Company 5000 - Accounting Unit 1430, for period June 1, 2018 through September 30, 2019; and

BE IT FURTHER RESOLVED that the personnel budget for the Community Services Department - Weatherization Division be revised to reflect the addition of:

Full Time
50000 (1) Weatherization Program Assessor Grade 210 $42,587 - $70,979
Resolution
FI-R-0383-18

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 Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Health and 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 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**ADDIONAL APPROPRIATION TO ESTABLISH**

**THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT FY19**

**INTER-GOVERNMENTAL AGREEMENT NO. 18-221028**

**COMPANY 5000 – ACCOUNTING UNIT 1430**

### REVENUE

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<td>41000-0002 – Federal Operating Grant – HHS</td>
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**TOTAL ANTICIPATED REVENUE $776,198**

### EXPENDITURES

#### PERSONNEL

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<td>51000 Benefit Payments</td>
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<td>51010 Employer Share I.M.R.F.</td>
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<td>51040 Employee Med &amp; Hosp Insurance</td>
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**TOTAL PERSONNEL $209,449**

#### COMMODITIES

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**TOTAL COMMODITIES $6,839**

#### CONTRACTUAL

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<td>53100 Auto Liability Insurance</td>
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<td>53260 Wireless Communication Svc</td>
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<td>53370 Repair &amp; Mtce Other Equipment</td>
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<td>53380 Repair &amp; Mtce Auto Equipment</td>
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<td>53410 Rental of Machinery &amp; Equipment</td>
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<td>53500 Mileage Expense</td>
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<td>53600 Dues &amp; Memberships</td>
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<td>53804 Postage &amp; Postal Charges</td>
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<td>53830 Other Contractual Expense</td>
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**TOTAL CONTRACTUAL $559,910**

**TOTAL ADDITIONAL APPROPRIATION $776,198**
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

<table>
<thead>
<tr>
<th>Individual</th>
<th>Pharmacy/Non Corporate</th>
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<tbody>
<tr>
<td>Sole Proprietorship</td>
<td>Pharmacy/Funeral Home/Cemetery Corp.</td>
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<tr>
<td>Partnership</td>
<td>Tax Exempt</td>
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<td>Corporation (includes Not For Profit)</td>
<td>Limited Liability Company (select applicable tax classification)</td>
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<tr>
<td>Medical Corporation</td>
<td>P = partnership</td>
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<td>X Governmental Unit</td>
<td>C = corporation</td>
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<td>Estate or Trust</td>
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If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed $776,198.00 of which $776,198.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is G-1802ILLIEA, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award
date is **10/01/2017**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **Low-Income Home Energy Assistance** and Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087. The State Award Identification Number is 879255.

1.4. **Term.** This Agreement shall be effective on **06/01/2018** and shall expire on **09/30/2019**, unless terminated pursuant to this Agreement.

1.5. **Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.
1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By:  
Signature of Sean McCarthy, Director  

By:  
Signature of Designee  

Date:  
Printed Name:  
Printed Title:  

By:  
Signature of First Other Approver, if Applicable  

Date:  
Printed Name:  
Printed Title:  

**DUPAGE COUNTY**

By:  
Signature of Authorized Representative  

Date:  
Printed Name: Mary A Keating  
Printed Title: Executive Director  
Email: Mary.Keating@dupageco.org  

By:  
Signature of Second Other Approver, if Applicable  

Date:  
Printed Name:  
Printed Title:  

Second Other Approver  

_________________________________
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.
“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Program” means the services to be provided pursuant to this Agreement.

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.
“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

**ARTICLE IV**

**PAYMENT**

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

4.2. **Return of Grant Funds.** Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. **Cash Management Improvement Act of 1990.** Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

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

4.6. **Interest.**

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

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

   (c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought
   State of Illinois
   INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
   Page 7 of 47
under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

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

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**  
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI**  
BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently
submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

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

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

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

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

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

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate.
Rate, up to any statutory, rule-based or programmatic limit.

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

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

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

   (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

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

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

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

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

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

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

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

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

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

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

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

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

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

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

### ARTICLE IX
**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

### ARTICLE X
**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized
Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) 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.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation.
Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.


ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

(a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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.

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

(i) If, during its fiscal year, Grantee expends $300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the Grantee’s audit period.

15.3. 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 audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. Report Timing. 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 State of Illinois

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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 policy and consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

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

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019/02 27 2018
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processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

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

**ARTICLE XIX**

**STRUCTURAL REORGANIZATION**

19.1. **Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX**

**AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI**

**CONFLICT OF INTEREST**

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.
21.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII**

**EQUIPMENT OR PROPERTY**

22.1. **Transfer of Equipment.** Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317–200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII**

**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV**

**INSURANCE**

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

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

**ARTICLE XXV**

**LAWSUITS**

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

25.2. **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI**

**MISCELLANEOUS**

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

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

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

26.4. **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.
26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

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

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

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

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

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

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


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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Department is authorized to make this Grant pursuant to statutes cited in Program Objective below.

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

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

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

Program Objective

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

This Agreement is issued contingent upon the Grantee’s successful completion of the 2017 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2017 IHWAP grant agreement may result in termination of this Agreement.
EXHIBIT B

DELIVERABLES OR MILESTONES

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

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

PAYMENT

Grantee shall receive $776,198.00 under this Agreement.

Enter specific terms of payment here:

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

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

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the Project Description (Exhibit A) and Deliverables or Milestones (Exhibit B). Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.
EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

<table>
<thead>
<tr>
<th>GRANTOR CONTACT</th>
<th>GRANTEE CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Sally Agnew</td>
<td>Mary A Keating</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Grant Manager</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>500 E Monroe St</td>
<td>421 North County Farm Road</td>
</tr>
<tr>
<td>Springfield, IL 62701</td>
<td>Wheaton, IL 60187-3978</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>217-558-2881</td>
<td>630-407-6457</td>
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<tr>
<td>TTY#:</td>
<td>TTY#:</td>
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<tr>
<td>(800) 785-6055</td>
<td>N/A</td>
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<tr>
<td>Fax#:</td>
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<tr>
<td>N/A</td>
<td>630-407-6501</td>
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<tr>
<td>Email Address:</td>
<td>Email Address:</td>
</tr>
<tr>
<td><a href="mailto:Sally.Agnew@illinois.gov">Sally.Agnew@illinois.gov</a></td>
<td><a href="mailto:Mary.Keating@dupageco.org">Mary.Keating@dupageco.org</a></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Authorized Designee:</th>
<th>Authorized Designee Title:</th>
<th>Authorized Designee Phone:</th>
<th>Authorized Designee Email:</th>
</tr>
</thead>
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<tr>
<td></td>
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<tr>
<td>Authorized Designee Signature:</td>
<td></td>
<td>Authorized Signatory Approval:</td>
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</tr>
<tr>
<td>Authorized Designee:</td>
<td>Authorized Designee Title:</td>
<td>Authorized Designee Phone:</td>
<td>Authorized Designee Email:</td>
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<tr>
<td>Authorized Designee Signature:</td>
<td></td>
<td>Authorized Signatory Approval:</td>
<td></td>
</tr>
</tbody>
</table>
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Kenneth Allen
Email: Kenneth.Allen@illinois.gov
Phone: 217-785-6435
Fax#: N/A
Address: 500 E Monroe St
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibits A & B.
EXHIBIT F

PERFORMANCE STANDARDS

Reimbursement will only be provided for allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

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

See Attachment B.
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

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

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address unless Grantor directs otherwise:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

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

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep State of Illinois

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confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee’s response to the audit or inquiry. This confidentiality requirement shall not limit Grantee’s right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in a non-interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee’s services and obligations under this Agreement;
(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

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

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

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

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

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

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

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

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

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:
(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

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

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

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

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

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

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).
34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

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

34.5. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**ARTICLE XXXV**

**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

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

**ARTICLE XXXVI**

**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

**ARTICLE XXXVII**

**APPLICABLE STATUTES**

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

37.1. **Grantee Responsibility.** All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except
where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring
Grantee's compliance.

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

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

37.4. **Victims’ Economic Security and Safety Act (820 ILCS 180 et seq.)**. If the Grantee has 50 or more
employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual
violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to
a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic
violence, pursuant to the Victims’ Economic Security and Safety Act. The Grantee is not required to provide paid
leave under the Victims’ Economic Security and Safety Act, but may not suspend group health plan benefits during
the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims’
Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a
determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of
its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in
part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or
regulation.

37.5. **Equal Pay Act of 2003 (820 ILCS 112 et seq.)**. If the Grantee has four (4) or more employees, it is
prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or
substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying
violations of the Act by reducing the wages of other employees or discriminating against any employee exercising
his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the
Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination
that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political
subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and
such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

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

37.7. **Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS
575/0.01; 775 ILCS 5/2-105)**. The Grantee acknowledges and hereby certifies compliance with the provisions of the
Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices
of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the
Grant Activities to be performed under this Agreement.
37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

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

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

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

(b) Protection of Personal Information. The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Grant Activities and (i) not use any Personal Information for any purpose outside the scope of the Grant Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Grant Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

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

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

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the
Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

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

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

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

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018 Page 40 of 47
Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

39.4. **Lien Waivers.** If applicable, the Grantee shall monitor construction to assure that necessary contractor’s affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

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

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this grant.

July 2018

• Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 06/01/2018 - 06/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 06/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018

• Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019

• Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

April 2019

• Quarterly Periodic Financial Report (04/30/2019) - Covering Period of 01/01/2019 - 03/31/2019; Send To: Grant Manager
• Quarterly Periodic Performance Report (04/30/2019) - Covering Period of 01/01/2019 - 03/31/2019; Send To: Grant Manager

July 2019

• Quarterly Periodic Financial Report (07/30/2019) - Covering Period of 04/01/2019 - 06/30/2019; Send To: Grant Manager
40.4. **Changes to Reporting Schedule.** Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

**ARTICLE XLI**

**GRANT-SPECIFIC TERMS/CONDITIONS**

41.1. This Agreement is issued contingent upon the Grantee’s successful completion of the 2018 Illinois Home Weatherization Assistance Program (“IHWAP”). Failure of the Grantee to comply with the terms and conditions of the 2018 IHWAP Grant Agreement may result in termination of this Agreement.

**Federal Grant Requirements**
In addition to Paragraph 7.9, this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services (“HHS”) awards at 45 CFR Part 75 and applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, (the “Uniform Requirements”), as designated by the Department. For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.


**Administrative Costs**

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 43 of 47
Pursuant to Article VII, Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantees which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds respectively.

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

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

Additional Reporting Requirements

In addition to the reporting requirements set forth in Paragraphs 13.1, 14.1 and 40.3, as applicable, Grantee must provide the following reports to Grantor:

A. A certified cost report submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
B. Programmatic reports as required by Grantor.

Method of Compensation

In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the Program under this Agreement in accordance with the financial management standards set forth in Paragraph 7.8.

Costs allocated to this Award must conform to the HHS cost principles set forth in the Uniform Requirements. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

Additional Audit Requirements

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

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

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

The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the Program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without the prior written approval of Grantor.

In accordance with 45 C.F.R. §§75.320–75.321, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the Program under this Award, Non-Expendable Personal Property may be made available for “shared use” with other activities, provided that such use will not interfere with its primary use for the original purposes of IHWAP prescribed under this Award. When no longer needed for the Program, equipment may be used for other projects subject to Grantor’s written approval.

The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an “Equipment Acquisition Form” must be completed and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

**Procurement**
Grantee shall follow the procurement standards as established in 45 C.F.R. §§75.326 – 75.335.

**Travel Costs**
Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity performing duties/services related to this Agreement in accordance with 45 C.F.R. 75.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity’s non-federally-funded activities and in accordance with non-Federal entity’s written travel reimbursement policies. Notwithstanding the provisions of 45 C.F.R. 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.
Grantee must retain receipts on file as source documentation in accordance with Paragraph 7.8(b) for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 C.F.R. Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to Grantor for review and approval prior to incurring any travel costs.

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

Debarment
In addition to Grantee’s certification in Article 8.1(k), Grantee must additionally certify that all current and prospective employees, contractors and sub-contractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
Pursuant to 45 C.F.R. §75.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

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

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

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

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

In accordance with Article VI, Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 45 C.F.R. §75.308, subject to the following:
• **Client Assistance (Materials/Labor and Health and Safety) and Special Program Grant Funds:** Pursuant to Paragraph 6.4, Grantor hereby approves a variance up to 25% for the Materials/Labor and Health and Safety sub-line items in the Client Assistance cost category and, if applicable, Special Program cost category of the Budget under this Award. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.

• **Program Support Grant Funds:** Pursuant to Paragraph 6.4, Grantor hereby approves a variance up to 25% for each of the 100 series sub-line items in the Program Support cost category of the Budget under this Award; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. For the avoidance of doubt, Grantee may decrease the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.

• **Administrative Grant Funds:** Grantee is required to obtain prior Grantor written approval for any increase in allocation of Grant Funds to the Administrative cost category in the Budget under this Award. For the avoidance of doubt, Grantee may decrease the allocation of Grant Funds in this cost category without seeking Grantor approval.

**Fraud, Abuse or Misconduct**

Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any IHWAP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-recipients, Grantor employees or Grantor sub-recipients. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-recipients. Nothing in this paragraph precludes the Grantee or sub-recipients 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.
## Section A: State of Illinois Funds

### Summary

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>Total Costs State Grant Funds (Lines 16 and 17)</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Grant Amount Requested</td>
<td>$776,198.00</td>
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<tr>
<td><strong>Revenues</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Budget Expenditure Categories</strong></td>
<td></td>
</tr>
<tr>
<td>1. Personnel (200.430)</td>
<td>$123,894.00</td>
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<tr>
<td>0101 PERSONNEL SALARIES AND WAGES</td>
<td>$123,894.00</td>
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<tr>
<td>2. Fringe Benefits (200.431)</td>
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<tr>
<td>0102 FRINGE BENEFITS</td>
<td>$43,131.00</td>
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<td>3. Travel (200.474)</td>
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<tr>
<td>4. Equipment (200.439)</td>
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<tr>
<td>5. Supplies (200.94)</td>
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<tr>
<td>0105 SUPPLIES (PC'S AND LAPTOPS)</td>
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<tr>
<td>6. Contractual/Subawards (200.318 and .92)</td>
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<tr>
<td>0106 CONTRACTUAL AND SUB AWARDS</td>
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<td>7. Consultant (200.459)</td>
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<td>8. Construction</td>
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<td>9. Occupancy (200.465)</td>
<td></td>
</tr>
<tr>
<td>10. Research and Development (200.87)</td>
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</tr>
<tr>
<td>11. Telecommunications</td>
<td>$1,820.00</td>
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<tr>
<td>0111 TELECOMMUNICATIONS</td>
<td>$1,820.00</td>
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<tr>
<td>12. Training and Education (200.472)</td>
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<td>13. Direct Administrative Costs (200.413)</td>
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<tr>
<td>0301 DIRECT ADMINISTRATIVE COSTS</td>
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<td>14. Miscellaneous Costs</td>
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<td>0114 MISCELLANEOUS</td>
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<td>15. Grant Exclusive Line Item(s)</td>
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<tr>
<td>0201 MATERIAL AND LABOR</td>
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<td>0202 HEALTH AND SAFETY</td>
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<td>16. Total Direct Costs (add lines 1-15)</td>
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<tr>
<td>17. Total Indirect Costs (200.414)</td>
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<td>Rate:</td>
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<tr>
<td>Base:</td>
<td></td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
<td>$776,198.00</td>
</tr>
</tbody>
</table>
SECTION A - Continued - Indirect Cost Rate Information

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

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

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

**Select ONLY One:**

1) □ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) □ Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) □ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal directly after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) □ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) □ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
   - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
   - complies with other statutory policies.
   Rate: □ %

5) ☑ No reimbursement of Indirect Cost is being requested.

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

<table>
<thead>
<tr>
<th>Period Covered By NICRA: From:</th>
<th>To:</th>
<th>Approving Federal or State Agency:</th>
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</thead>
<tbody>
<tr>
<td>Indirect Cost Rate: %</td>
<td></td>
<td>The Distribution Base Is:</td>
</tr>
</tbody>
</table>
Grantee: DuPage County
NOFO Number:

Grant Number: 18-221028

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

Institution/Organization: ____________________________  Institution/Organization: ____________________________

Signature: ____________________________  Signature: ____________________________

Printed Name: ____________________________  Printed Name: ____________________________

Title: ____________________________  Title: ____________________________

Phone: ____________________________  Phone: ____________________________

Date: ____________________________  Date: ____________________________

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

FI-R-0384-18

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 17-402028
COMPANY 5000 - ACCOUNTING UNIT 1400
$349,912

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of $349,912 (THREE HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED TWELVE AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 17-402028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from July 1, 2018 through June 30, 2019; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 17-402028 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $349,912 (THREE HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED TWELVE AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program DOE Grant FY19, Company 5000 - Accounting Unit 1400, for period July 1, 2018 through June 30, 2019; 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 Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
Resolution
FI-R-0384-18

BE IT FURTHER RESOLVED that should the Health and 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 28th day of August, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________
PAUL HINDS, COUNTY CLERK
ADDitional Appropriation to Establish the
Illinois Home Weatherization Assistance Program DOE Grant FY19
Inter-Governmental Agreement No. 17-402028
Company 5000 – Accounting Unit 1400

Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000-0009 – Federal Operating Grant – DOE</td>
<td>$349,912</td>
</tr>
<tr>
<td><strong>Total Anticipated Revenue</strong></td>
<td><strong>$349,912</strong></td>
</tr>
</tbody>
</table>

Expenditures

Personnel

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50000 Regular Salaries</td>
<td>$85,937</td>
</tr>
<tr>
<td>50010 Overtime</td>
<td>1,110</td>
</tr>
<tr>
<td>51000 Benefit Payments</td>
<td>212</td>
</tr>
<tr>
<td>51010 Employer Share I.M.R.F.</td>
<td>10,587</td>
</tr>
<tr>
<td>51030 Employer Share Social Security</td>
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</tr>
<tr>
<td>51040 Employee Med &amp; Hosp Insurance</td>
<td>8,666</td>
</tr>
<tr>
<td>51050 Flexible Benefit Earnings</td>
<td>235</td>
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<tr>
<td><strong>Total Personnel</strong></td>
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</tr>
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</table>

Commodities

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>52000 Furn/Mach/Equip Small Value</td>
<td>$319</td>
</tr>
<tr>
<td>52100 I.T. Equipment Small Value</td>
<td>743</td>
</tr>
<tr>
<td>52200 Operating Supplies &amp; Materials</td>
<td>1,123</td>
</tr>
<tr>
<td>52220 Wearing Apparel</td>
<td>127</td>
</tr>
<tr>
<td>52260 Fuel &amp; Lubricants</td>
<td>645</td>
</tr>
<tr>
<td><strong>Total Commodities</strong></td>
<td><strong>$2,957</strong></td>
</tr>
</tbody>
</table>

Contractual

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53010 Engineering/Architectural Svc</td>
<td>$3,823</td>
</tr>
<tr>
<td>53090 Other Professional Services</td>
<td>208,075</td>
</tr>
<tr>
<td>53100 Auto Liability Insurance</td>
<td>319</td>
</tr>
<tr>
<td>53260 Wireless Communication Svc</td>
<td>701</td>
</tr>
<tr>
<td>53370 Repair &amp; Mtce Other Equipment</td>
<td>637</td>
</tr>
<tr>
<td>53380 Repair &amp; Mtce Auto Equipment</td>
<td>637</td>
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<tr>
<td>53410 Rental of Machinery &amp; Equipment</td>
<td>690</td>
</tr>
<tr>
<td>53500 Mileage Expense</td>
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</tr>
<tr>
<td>53510 Travel Expense</td>
<td>10,000</td>
</tr>
<tr>
<td>53600 Dues &amp; Memberships</td>
<td>367</td>
</tr>
<tr>
<td>53610 Instruction and Schooling</td>
<td>3,200</td>
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<tr>
<td>53800 Printing</td>
<td>1,034</td>
</tr>
<tr>
<td>53804 Postage &amp; Postal Charges</td>
<td>172</td>
</tr>
<tr>
<td>53830 Other Contractual Expense</td>
<td>69</td>
</tr>
<tr>
<td><strong>Total Contractual</strong></td>
<td><strong>$233,514</strong></td>
</tr>
</tbody>
</table>

**Total Additional Appropriation**                  | **$349,912**|
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

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

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

<table>
<thead>
<tr>
<th>Individual</th>
<th>Pharmacy - Non Corporate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietorship</td>
<td>Pharmacy/Funeral Home/Cemetery Corp.</td>
</tr>
<tr>
<td>Partnership</td>
<td>Tax Exempt</td>
</tr>
<tr>
<td>Corporation (includes Not For Profit)</td>
<td>Limited Liability Company (select applicable tax classification)</td>
</tr>
<tr>
<td>X Governmental Unit</td>
<td>☐ P = partnership</td>
</tr>
<tr>
<td>Estate or Trust</td>
<td>☐ C = corporation</td>
</tr>
</tbody>
</table>

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

1.2. Amount of Agreement. Grant Funds shall not exceed $349,912.00 of which $349,912.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is DE-EE0007917, the Federal awarding agency is Department Of Energy, and the Federal Award date is 07/01/2017. If State of Illinois

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applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **Weatherization Assistance for Low-Income Persons** and Number is **81.042**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087. The State Award Identification Number is 87-9293.

1.4. **Term.** This Agreement shall be effective on **07/01/2018** and shall expire on **06/30/2019**, unless terminated pursuant to this Agreement.

1.5. **Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.
1.6 **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date: __________________________
Printed Name: __________________________
Printed Title: __________________________

**DUPAGE COUNTY**

By: __________________________
Signature of Authorized Representative

Date: 8/15/18
Printed Name: Mary A Keating
Printed Title: Executive Director
Email: Mary.Keating@dupageco.org

By: __________________________
Signature of First Other Approver, if Applicable

Date: __________________________
Printed Name: __________________________
Printed Title: __________________________

By: __________________________
Signature of Second Other Approver, if Applicable

Date: __________________________
Printed Name: __________________________
Printed Title: __________________________
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.
“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Program” means the services to be provided pursuant to this Agreement.

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.
“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV
PAYMENT

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

4.2. **Return of Grant Funds.** Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. **Cash Management Improvement Act of 1990.** Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

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

4.6. **Interest.**

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

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought

State of Illinois

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under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

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

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**
**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

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

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

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI**
**BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently...
submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

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

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

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

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

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

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost

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Rate, up to any statutory, rule-based or programmatic limit.

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

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

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

   (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

      (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

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

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

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

   (c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

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

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of State of Illinois

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2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

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

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

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

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

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

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

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

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

ARTICLE IX
CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized
Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

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(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) 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.

13.4. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

**ARTICLE XIV**

**PERFORMANCE REPORTING REQUIREMENTS**

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**, 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation.
Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.


ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

(a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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.

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

(i) If, during its fiscal year, Grantee expends $300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the Grantee’s audit period.

15.3. 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 audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. Report Timing. 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
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 policy and consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

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

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018 Page 18 of 48
processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. **Effects of Suspension and Termination.**

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII**

**NOTICE OF CHANGE**

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

18.3. **Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material State of Illinois

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impact on Grantee’s ability to perform this Agreement.

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

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

ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.
21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII**

**EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII**

**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV**

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

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

**ARTICLE XXV**

**LAWSUITS**

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

25.2. **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI**

**MISCELLANEOUS**

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

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

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

26.4. **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.
26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

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

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

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

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

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

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


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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Department is authorized to make this Grant pursuant to statutes cited in the Program Objective below.

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

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

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

Program Objective

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy in accordance with the DOE WAP State Plan as prescribed in Exhibits A and B. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A). Accordingly, Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in compliance with the Budget (Attachment A). The Grantee agrees to perform the activities of this Agreement as outlined in Exhibits A and B in accordance with the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 et seq.) and the corresponding Department of Energy federal regulations (10 CFR 440).

This Agreement is issued contingent upon the Grantee’s successful completion of the 2018 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2018 IHWAP grant agreement may result in termination of this Agreement.
EXHIBIT B

DELIVERABLES OR MILESTONES

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

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

PAYMENT

Grantee shall receive $349,912.00 under this Agreement.

Enter specific terms of payment here:

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

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

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the Project Description (Exhibit A) and Deliverables or Milestones (Exhibit B). Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
         Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@Illinois.gov

GRANTEE CONTACT

Name: Mary A Keating
Title: Executive Director
Address: 421 North County Farm Road
         Wheaton, IL 60187-3978
Phone: 630-407-6457
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

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

Authorized Designee: Jennifer Novak Chan
Authorized Designee Title: Community Development Administrator
Authorized Designee Phone: 630-407-6459
Authorized Designee Email: Jennifer.Chan@dupageco.org

Authorized Designee: Kimberly J. Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: 630-407-6165
Authorized Designee Email: Kimberly.Mehring@dupageco.org

Authorized Signatory Approval:

Authorized Designee Signature:

Authorized Signatory Approval:

Authorized Designee Signature:

Authorized Signatory Approval:
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Kenneth Allen
Email: Kenneth.Allen@illinois.gov
Phone: 217-785-6435
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL  62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibits A & B.
REIMBURSEMENT will only be provided for allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

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

See Attachment B. Exhibit G Continued.
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

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

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address unless Grantor directs otherwise:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

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

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018 Page 33 of 48
confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee’s response to the audit or inquiry. This confidentiality requirement shall not limit Grantee’s right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee’s services and obligations under this Agreement;
(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

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

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

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

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

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

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

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

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

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:
(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

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

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

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

33.4. **Grantee Responsibility.** Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

**ARTICLE XXXIV**

**ADDITIONAL MODIFICATION PROVISIONS**

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

34.2. **Discretionary Modifications.** If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).
34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

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

34.5. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**ARTICLE XXXV**

**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

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

**ARTICLE XXXVI**

**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

**ARTICLE XXXVII**

**APPLICABLE STATUTES**

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

37.1. **Grantee Responsibility.** All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except...
where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring
Grantee’s compliance.

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

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

37.4. Victims’ Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more
employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual
violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to
a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic
violence, pursuant to the Victims’ Economic Security and Safety Act. The Grantee is not required to provide paid
leave under the Victims’ Economic Security and Safety Act, but may not suspend group health plan benefits during
the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims’
Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a
determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of
its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in
part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or
regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is
prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or
substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying
violations of the Act by reducing the wages of other employees or discriminating against any employee exercising
his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the
Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination
that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political
subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and
such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

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

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS
575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the
Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices
of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the
Grant Activities to be performed under this Agreement.
37.8. [Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.)]. The Grantor is committed to protecting the privacy of its vendors, grantees, and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

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

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

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

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Grant Activities and (i) not use any Personal Information for any purpose outside the scope of the Grant Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Grant Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

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

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

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the
Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

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

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

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

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the State of Illinois

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Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

39.4. **Lien Waivers.** If applicable, the Grantee shall monitor construction to assure that necessary contractor’s affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLES SCHEDULE

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

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this grant.

October 2018

- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019

- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

April 2019

- Quarterly Periodic Financial Report (04/30/2019) - Covering Period of 01/01/2019 - 03/31/2019; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2019) - Covering Period of 01/01/2019 - 03/31/2019; Send To: Grant Manager

July 2019

- Quarterly Periodic Financial Report (07/30/2019) - Covering Period of 04/01/2019 - 06/30/2019; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2019) - Covering Period of 04/01/2019 - 06/30/2019; Send To: Grant Manager

August 2019

- End of grant Closeout Financial Report (08/29/2019) - Covering Period of 07/01/2018 - 06/30/2019; Send To: Grant Manager
• End of grant Closeout Performance Report (08/29/2019) - Covering Period of 07/01/2018 - 06/30/2019; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

This Agreement is issued contingent upon the Grantee’s successful completion of the 2018 Illinois Home Weatherization Assistance Program (“IH-WAP”). Failure of the Grantee to comply with the terms and conditions of the 2018 IH-WAP Grant Agreement may result in termination of this Agreement.

Federal Grant Requirements
In addition to Paragraph 7.9, this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, (the “Uniform Requirements”). For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.


Administrative Costs
Pursuant to Article VII, Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds respectively.

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

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

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

A. A certified cost report submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
B. Programmatic reports as required by Grantor.

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the Program under this Agreement in accordance with the financial management standards set forth in Paragraph 7.8.

Costs allocated to this Award must conform to the HHS cost principles set forth in the Uniform Requirements. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

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

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

In addition to Article XXII, the Grantee agrees to comply with the applicable property standards set forth in 2 C.F.R. §§200.316–200.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under in 2 C.F.R. §§200.319 – 200.321, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the Program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without the prior written approval of Grantor.

In accordance with in 2 C.F.R. §§200.320–200.321, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the Program under this Award, Non-Expendable Personal Property may be made available for “shared use” with other activities, provided that such use will not interfere with its primary use for the original
purposes of IHWAP prescribed under this Award. When no longer needed for the Program, equipment may be used for other projects subject to Grantor’s written approval.

The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an “Equipment Acquisition Form” must be completed and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

Procurement
Grantee shall follow the procurement standards as established in 2 CFR §200.317 - §200.326.

Travel Costs
Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity performing duties/services related to this Agreement in accordance with 2 C.F.R. 200.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 2 C.F.R. 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Grantee must retain receipts on file as source documentation in accordance with Paragraph 7.8(b) for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 C.F.R. Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to Grantor for review and approval prior to incurring any travel costs.

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

Debarment
In addition to Grantee’s certification in Article 8.1(k), Grantee must additionally certify that all current and prospective employees, contractors and sub-contractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
Pursuant to 2 C.F.R. §200.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

In accordance with the payment standards and requirements set forth in 2 C.F.R. §200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 C.F.R. §200.305(b)(8). In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

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

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

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

In accordance with Article VI, Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 C.F.R. §200.308, subject to the following:

• **Client Assistance (Materials/Labor and Health and Safety) and Special Program Grant Funds:** Pursuant to Paragraph 6.4, Grantor hereby approves a variance up to 25% for the Materials/Labor and Health and Safety sub-line items in the Client Assistance cost category and, if applicable, Special Program cost category of the Budget under this Award. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.

• **Program Support Grant Funds:** Pursuant to Paragraph 6.4, Grantor hereby approves a variance up to 25% for each of the 100 series sub-line items in the Program Support cost category of the Budget under this Award; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. For the avoidance of doubt, Grantee may decrease the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.

• **Administrative Grant Funds:** Grantee is required to obtain prior Grantor written approval for any increase in allocation of Grant Funds to the Administrative cost category in the Budget under this Award. For the avoidance of doubt, Grantee may decrease the allocation of Grant Funds in this cost category without seeking Grantor approval.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any IHWAP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-recipients, Grantor employees or Grantor sub-recipients. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-recipients. Nothing in this paragraph precludes the
Grantee or sub-recipients 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.

**Historic Preservation**

In furtherance to Paragraph 37.3, prior to the expenditure of Federal funds to alter any structure or site, Grantee is required to comply with the requirements of Sec. 106 of the National Historic Preservation Act ("NHPA"), consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA. Sec. 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Sec. 106, the Grantee must contact the State Historic Preservation Officer ("SHPO"), and, if applicable, the Tribal Historic Preservation Officer ("THPO"), to coordinate the Sec. 106 review outlined in 36 CFR Part 800. For additional information please see the following links: [http://www.ncshpo.org/shpodirectory.shtml](http://www.ncshpo.org/shpodirectory.shtml) and [http://www.nathpo.org/map.html](http://www.nathpo.org/map.html).

Sec. 110(k) of the NHPA applies to DOE funded activities. Grantee shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Sec. 106.

Grantee should be aware that the DOE Contracting Officer will consider Grantee in compliance with Sec. 106 of the NHPA only after the Grantee has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Grantee that it does not object to its Sec. 106 finding or determination. Grantee shall provide a copy of this concurrence to the DOE Contracting Officer.

**Quality Work Plan Requirement**

The Grantee must comply with the requirements outlined in DOE Weatherization Program Notice 15-4 regarding Quality Work Plan Requirement Update. Grantee must provide contractors and employees with technical requirements for field work including: audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The Grantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in sub-contracts. Contractors hired by the Grantee must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the Grantee standards and field guides. The goal is to ensure:

- The Grantee is implementing work quality standards that align with the Standard Work Specifications.
- All Grantees’ staff, contractors, and anyone doing the actual work are aware of these Standard Work Specifications.
- Every home is inspected to ensure compliance with the requirements of the Standard Work Specifications.

**Quality Control Inspector Requirement**

Quality Control Inspectors (QCI) working for, or contracted by, the Grantee must possess the knowledge, skills and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTA) for Quality Control Inspectors. This applies to all individuals who perform an evaluation and sign off on work performed in homes, including final inspectors.

Single Family:

- QCI competency is demonstrated by certification as a Home Energy Professional Quality Control Inspector.
- QCIs can be employed by third party organizations or the Grantee; however, the Grantee is ultimately responsible for ensuring that every completed unit reported as using DOE funds meets the quality guidelines required by DOE.
• The Grantee must provide, upon request validation of the QCI credentials for their inspectors.

Multifamily:
• Grantee Training Plans must include requirements to ensure that QCIs working in multifamily buildings attend, and receive a successful evaluation from a training program delivering a curriculum based on the NREL Multifamily Quality Control Inspector JTA.

Quality Control Inspection:
Every DOE WAP unit reported as a "completed unit" must receive a final inspection ensuring that all work meets the minimum specifications outlined in the Standard Work Specifications in accordance with 10 CFR 440.
- Units must be inspected using criteria that align with the quality specifications outlined in Section 1 of Weatherization Program Notice 15-4.
- Every client file must have a form that certifies that the unit had a final inspection and that all work met the required Standard Work Specifications. The form must be signed by a certified QCI. If a unit has received both a final inspection and has also been monitored by Grantor, two certification forms will be available in the client or building file - one for each inspection.
- The Quality Control Inspection must include an assessment of the original audit and confirm that the measures called for on the work order were appropriate and in accordance with Grantor audit procedures and protocols approved by DOE.

Flow Down Requirement
Grantee must be in compliance with all the DOE special terms and conditions included in Attachment C, the NEPA Determinations set forth in Attachment D and the Intellectual Property provisions set forth below, as applicable. Grantee must also ensure that all staff and sub-contractors, as appropriate, are duly in compliance with the applicable special terms and conditions included in Attachment C and the Intellectual Property provisions set forth below. Further, the Grantee must apply any additional applicable terms required under 10 C.F.R. § 600.148, 10 C.F.R. § 600.236(i) and 10 C.F.R. § 600.331(c).

Intellectual property rights are subject to 2 CFR 200.315 or 910.362.
Attachment A. Budget
## State of Illinois
### UNIFORM GRANT BUDGET TEMPLATE

**Agency:** Illinois Department of Commerce and Economic Opportunity  
**State FY:** 2019  
**Grantee:** DuPage County  
**DUNS Number:** 135836026  
**NOFO Number:**  
**CSFA Number:**  
**Grant Number:** 17-402028

### Section A: State of Illinois Funds

#### Summary

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<td>State of Illinois Grant Amount Requested</td>
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#### Detail

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<td>Training and Education (200.472)</td>
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SECTION A - Continued - Indirect Cost Rate Information

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

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

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

Select ONLY One:

1) □ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) □ Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) □ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) □ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) □ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

□ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(S); or
□ complies with other statutory policies.

Rate: %

5) □ No reimbursement of Indirect Cost is being requested.

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

Period Covered By NICRA: From: To: Approving Federal or State Agency:
Indirect Cost Rate: % The Distribution Base Is:
Grantee: DuPage County

NOFO Number: 0
Grant Number: 17-402028

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

Institution/Organization: ____________________________
Signature: ____________________________
Printed Name: ____________________________
Title: ____________________________
Phone: ____________________________
Date: ____________________________

Institution/Organization: DuPage County
Signature on file
Signature: Mary A. Keating
Printed Name: Executive Director
Title: ____________________________
Phone: 630-407-6457
Date: 8/5/18

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
<table>
<thead>
<tr>
<th>Organization Name: DuPage County</th>
<th>CSFA Description: Weatherization Assistance for Low Income Persons—DOE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSFA # 420-70-0087</td>
<td>DUNS #135836026</td>
</tr>
<tr>
<td>Grant Number: 17-402028</td>
<td>Fiscal Year: 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Final Budget Amount Approved</th>
<th>Program Approval Signature Date</th>
<th>Fiscal &amp; Administrative Approval Signature Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$349,912.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Budget Revision Approved

Program Approval Signature Date

Fiscal & Administrative Approval Signature Date

$200.308 Revision of budget and program plans

e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment B. Exhibit G Continued -- Conditions
### SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

#### The nature of the additional requirements

**GATA Conditions:**

- **Audit (2 CFR 200.500)**
  - Requires desk review of the status of implementation of corrective actions;

**Agency Adjustments / Explanation:**

None

#### The reason why the additional requirements are being imposed

**GATA Conditions:**

- **Audit (2 CFR 200.500)**
  - Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

**Agency Adjustments / Explanation:**

None

#### The nature of the action needed to remove the additional requirement, if applicable

**GATA Conditions:**

- **Audit (2 CFR 200.500)**
  - Completion of corrective action plan implementation.

**Agency Adjustments / Explanation:**

None

#### The time allowed for completing the actions, if applicable

**GATA Conditions:**

- **Audit (2 CFR 200.500)**
  - When corrective action is complete.

**Agency Adjustments / Explanation:**

None

#### The method for requesting reconsideration of the additional requirements imposed

**GATA Conditions:**

- **Audit (2 CFR 200.500)**
  - When corrective action is complete.

**Agency Explanation:**

Your assigned OCA Fiscal Monitor will review your ICQ responses and any associated risks during the next fiscal monitoring visit. No further action required at this time.
### SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC

<table>
<thead>
<tr>
<th>The nature of the additional requirements</th>
<th>Agency Adjustments / Explanation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO PROGRAMMATIC CONDITIONS</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The reason why the additional requirements are being imposed</th>
<th>Agency Adjustments / Explanation:</th>
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<table>
<thead>
<tr>
<th>The nature of the action needed to remove the additional requirement, if applicable</th>
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<tr>
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</table>

<table>
<thead>
<tr>
<th>The method for requesting reconsideration of the additional requirements imposed</th>
<th>Agency Explanation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your assigned OCA Weatherization Monitor will review your PRAQ responses and any associated risks during the next Weatherization program monitoring visit. No further action required at this time.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment C. DOE Special Terms and Conditions
Special Terms and Conditions

Illinois Department of Commerce and Economic Opportunity ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives stated in this Award.

This Award consists of the following documents including all terms and conditions therein:

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<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
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<tr>
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<td>Attachment 2</td>
<td>Intellectual Property Provisions</td>
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<td>Attachment 3</td>
<td>Federal Assistance Reporting Checklist and Instructions</td>
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<td>Attachment 4</td>
<td>Budget Information SF-424A</td>
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<td>Attachment 5</td>
<td>Annual File</td>
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<td>Attachment 5a</td>
<td>Master File</td>
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<td>Health and Safety Plan</td>
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<td>Attachment 6</td>
<td>NEPA Determination</td>
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The following are incorporated into this Award by reference:

- The Recipient’s application/proposal as approved by EERE.
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## Subpart C. Miscellaneous Provisions

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<td>Recipient Integrity and Performance Matters</td>
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Subpart A. General Provisions

Term 1. Legal Authority and Effect
A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient’s authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient’s acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient’s authorized representative constitutes the Recipient’s electronic signature.

Term 2. Flow Down Requirement
The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate) as required by 2 CFR 200.101 and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.326 to all subrecipients (and subcontractors, as appropriate) and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law
The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law
Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship
EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement
A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has made satisfactory progress toward the program goals stated in Attachment 4 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient’s program progress compared to the Annual Plan stated in Attachment 4 to this Award;
- The Recipient’s actual expenditures compared to the approved Budget in Attachment 3 to this Award; and
- Other subject matter specified by the DOE Technical Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE’s authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the
work.

D. EERE Access
The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements

A. Authorization
DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. EERE has determined that activities that are listed in the Weatherization Assistance Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review. The Recipient is thereby authorized to use Federal funds for activities that are listed in the Weatherization Assistance Program NEPA Determination, subject to the Recipient’s compliance with the conditions stated below.

B. Conditions
(1) As set forth in Term 8 “Historic Preservation”, the Recipient must comply with Section 106 of the National Historic Preservation Act (NHPA) consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA.

(2) This authorization does not include activities involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generate electricity from renewable sources, except those activities specifically listed under paragraph a. “Authorization”.

C. Future Modifications
If the Recipient later intends to add to or modify the activities that are listed in the NEPA Determination, those new activities or modified activities are subject to additional NEPA review and are not authorized for Federal funding unless and until the DOE Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 8. Historic Preservation
Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required
to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: http://www.ncshpo.org/shpodirectory.shtml. THPO contact information is available at the following link: http://www.nathpo.org/map.html.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

**Term 9. Performance of Work in United States**

**A. Requirement**

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

**B. Failure to Comply**

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

**C. Waiver for Work Outside the U.S.**

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to
the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

**Term 10. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

**Term 11. Reporting Requirements**

**A. Requirements**

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

**B. Dissemination of scientific/technical reports**

Scientific/technical reports submitted under this Award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the Award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

**C. Restrictions**

Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.
Term 12. Lobbying
By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications
EERE encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- **Acknowledgment:** “This material is based upon work supported by the U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-EE0007917.”

- **Disclaimer:** “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Term 14. No-Cost Extension
As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award. Extensions require explicit prior Federal awarding agency approval when carrying forward unobligated balances to subsequent budget periods.

Term 15. Property Standards
Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (b) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (c) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose,
the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies
See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Property Trust Relationship
Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 21. Record Retention
Consistent with 2 CFR 200.333 through 200.337, the Recipient is required to retain records relating to this Award.

Term 22. Audits

A. Government-Initiated Audits
The Recipient is required to provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access
to the Recipient’s records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient’s financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single audit or Compliance audit)

The Recipient is required to comply with the annual independent audit requirements in 2 CFR 200.500 through 521 for institutions of higher education, nonprofit organizations and state and local governments (Single audit), and 2 CFR 910.500 through 521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is not a substitute for the compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.


Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement Form to this Award.

Term 24. Continuation Application and Funding
A. **Continuation Application**

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

**B. Continuation Funding**

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority; (2) Recipient’s satisfactory progress towards meeting the objectives of the Weatherization Assistance Program; (3) Recipient’s submittal of required reports; and (4) Recipient’s compliance with the terms and conditions of the Award.

**Term 25. Refund Obligation**

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred.

**Term 26. Allowable Costs**

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

**Term 27. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient’s facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work
under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

**Term 28. Use of Program Income**

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and use it to further eligible project objectives.

**Term 29. Payment Procedures**

- **A. Method of Payment**
  
  Payment will be made by advances through the Department of Treasury’s ASAP system.

- **B. Requesting Advances**
  
  Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

- **C. Adjusting Payment Requests for Available Cash**
  
  The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

- **D. Payments**
  
  All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

- **E. Unauthorized Drawdown of Federal Funds**
  
  For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government.
Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any budget change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories.

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories and/or functions where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement Form of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations in existing rules and guidance, including Administration and Training and Technical Assistance (T&TA), along with prior approval of equipment as detailed in the respective year's WAP Grant Guidance and in the regulations still apply.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories.

Term 31. Carryover of Unobligated Balances

The recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the recipient wish to use carryover funds for activities that are not consistent
with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

**Term 32. Indirect Costs**
The Recipient has a Federally approved negotiated indirect cost rate agreement of 88.94% and it applies uniformly across all Federal awards. These costs shall be trued up (actual incurred costs) on an annual basis with the Recipient’s cognizant agency.

A. **Lower-than-Expected Indirect Costs**
If the Recipient’s actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If annual true up reveals that the Government share of total allowable incurred indirect costs is less than the cost reimbursed, the Recipient must refund the difference as soon as costs are reconciled.

B. **Higher-than-Expected Indirect Costs**
The Recipient understands that it is solely and exclusively responsible for managing its indirect costs. The Recipient further understands that EERE will not amend this Award solely to provide additional funds to cover increases in the Recipient’s indirect cost rate.

EERE recognizes that the Recipient may not be fully reimbursed for increases in its indirect cost rate, which may result in under-recovery. In the event that the Recipient is not fully reimbursed for increases in its indirect cost rate, the Recipient may use any under-recovery to meet its cost sharing obligations under this Award, with prior approval from the Contracting Officer.

C. **Subrecipient Indirect Costs**
The Recipient must ensure its subrecipient’s indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 2 CFR part 200 as amended by 2 CFR part 910.

**Term 33. Pre-Award Costs**
As stated in the Contracting Officer’s Pre-Award Costs Letter dated June 22, 2017, the Recipient is authorized to request reimbursement for costs incurred on or after July 1, 2017, if: (1) such costs are allowable in accordance with 2 CFR part 200 as amended by 2 CFR part 910; (2) such
costs are not otherwise restricted by the Term titled “NEPA Requirements;” and (3) such costs are not otherwise restricted by any other Term. If the Recipient elects to undertake activities that are not authorized for Federal funding by the Contracting Officer in advance of DOE completing the NEPA review, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer overrides these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

Subpart C. Miscellaneous Provisions

Term 34. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

i. Applicability. Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).

ii. Where and when to report.

1. The Recipient must report each obligating action described in paragraph A.i. of this award term to https://www.fsrs.gov.

2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

iii. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at https://www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives

i. Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if
1. The total Federal funding authorized to date under this Award is $25,000 or more;

2. In the preceding fiscal year, the Recipient received;
   a. 80 percent or more of the Recipient’s annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

ii. Where and when to report. The Recipient must report executive total compensation described in paragraph B.i. of this award term:
   1. As part of the Recipient’s registration profile at https://www.sam.gov.
   2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

i. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

   1. In the subrecipient's preceding fiscal year, the subrecipient received;
a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [http://www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm))

ii. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:

1. To the recipient.

2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions
If, in the previous tax year, the Recipient had gross income, from all sources, under $300,000, it is exempt from the requirements to report:

i. Subawards and;

ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions
For purposes of this Award term:
i. Entity means all of the following, as defined in 2 CFR Part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization;
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

ii. Executive means officers, managing partners, or any other employees in management positions.

iii. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
2. The term does not include the Recipient’s procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) Subrecipients and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

iv. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

5. Above-market earnings on deferred compensation which is not tax-qualified.

6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Term 35. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
   Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

   If the Recipient had an active registration in the CCR, it has an active registration in SAM.

B. Requirement for Data Universal Numbering System (DUNS) Numbers
   If the Recipient is authorized to make subawards under this Award, the Recipient:

   i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient.
unless the entity has provided its DUNS number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

C. Definitions
For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization; and
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient’s procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) Subrecipients and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and

2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 36. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,
other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 37. **Subrecipient Change Notification**

Except for subawards and/or subcontracts specifically proposed as part of the Recipient’s Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased;
- Cost share commitment letter if the subawardee is providing cost share to the Award;
- An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient’s written standards of conduct were followed;
- A completed Environmental Questionnaire, if applicable;
- An assurance that the subrecipient is not a debarred or suspended entity; and

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1 It is DOE’s position that the existence of a “covered relationship” as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient’s owners or senior management and a member of a subawardee’s/subcontractor’s owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subaward or subcontract does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subcontract or subaward to: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE’s position that these situations also create at a minimum an apparent conflict of interest.
• An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient agreement documentation stipulated above, Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 38. Minimum Privacy Protections Regarding Applicant Information

A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

B. A balancing test must be used in applying Exemption (b)(6) in order to determine:

   i. whether a significant privacy interest would be invaded;

   ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and

   iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.

C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.

D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that
does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

Term 39. Conference Spending
The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 40. Recipient Integrity and Performance Matters

A. General Reporting Requirement
If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report
Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
   a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
   b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
   c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures
Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions
For purposes of this term:
   i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or
Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
   1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
   2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.
Attachment D. DOE NEPA Determinations
RECIPIENT: All 50 States, DC, Five US Territories & One Federally-recognized Native American Tribe

STATE: Mult

PROJECT TITLE: Weatherization Assistance Program (WAP) Program Year 2018 Formula Grants

Funding Opportunity Announcement Number  WAP-ALRD-2018
Procurement Instrument Number  GFO-ALRD-2018
NEPA Control Number  
CID Number  

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Order 451.1A), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

A11 Technical advice and assistance to organizations

Technical advice and planning assistance to international, national, state, and local organizations.

A9 Information gathering, analysis, and dissemination

Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)

B5.1 Actions to conserve energy or water

(a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.

B5.17 Solar thermal systems

The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B1.34 Lead-based paint containment, removal, and disposal

Containment, removal, and disposal of lead-based paint in accordance with applicable requirements (such as provisions relating to the certification of removal contractors and technicians at 40 CFR part 745, “Lead-Based Paint Poisoning Prevention In Certain Residential Structures”).
**B1.16 Asbestos removal**

**B3.1 Site characterization and environmental monitoring**
Site characterization and environmental monitoring (including, but not limited to, siting, construction, modification, operation, and dismantlement and removal or otherwise proper closure (such as of a well) of characterization and monitoring devices, and siting, construction, and associated operation of a small-scale laboratory building or renovation of a room in an existing building for sample analysis). Such activities would be designed in conformance with applicable requirements and use best management practices to limit the potential effects of any resultant ground disturbance. Covered activities include, but are not limited to, site characterization and environmental monitoring under CERCLA and RCRA. (This class of actions excludes activities in aquatic environments. See B3.16 of this appendix for such activities.) Specific activities include, but are not limited to: (a) Geological, geophysical (such as gravity, magnetic, electrical, seismic, radar, and temperature gradient), geochemical, and engineering surveys and mapping, and the establishment of survey marks. Seismic techniques would not include large-scale reflection or refraction testing; (b) Installation and operation of field instruments (such as stream-gauging stations or flow-measuring devices, telemetry systems, geophysical monitoring tools, and geophysical exploration tools); (c) Drilling of wells for sampling or monitoring of groundwater or the vadose (unsaturated) zone, well logging, and installation of water-level recording devices in wells; (d) Aquifer and underground reservoir response testing; (e) Installation and operation of ambient air monitoring equipment; (f) Sampling and characterization of water, soil, rock, or contaminants (such as drilling using truck- or mobile-scale equipment, and modification, use, and plugging of boreholes); (g) Sampling and characterization of water effluents, air emissions, or solid waste streams; (h) Installation and operation of meteorological towers and associated activities (such as assessment of potential wind energy resources); (i) Sampling of flora or fauna; and (j) Archeological, historic, and cultural resource identification in compliance with 36 CFR part 800 and 43 CFR part 7.

**B2.2 Building and equipment instrumentation**
Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment).

Rationale for determination:

The U.S. Department of Energy administers the Weatherization Assistance Program (WAP) as authorized by Title IV, Energy Conservation and Production Act, as amended. The goal of WAP is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential expenditures, and improve their health and safety.

DOE anticipates making approximately 56 formula-based awards under the Fiscal Year 2018 WAP to states, territories, one tribal government, and the District of Columbia (hereinafter "States"). The total amount of DOE funding is not finalized at this time. Each home weatherized under WAP would receive approximately $6,500 as determined by the site-specific outcomes of the energy audit process.

Allowable activities include:

1. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.
2. Development and implementation of training programs and strategies for weatherization effort, including initial home audits, final inspections and client education.
3. Purchase of vehicles and equipment needed for weatherization energy audits, installation of measures indicated below, and quality control inspections.
4. Weatherization activities provided that projects apply the restrictions of each state’s programmatic agreement with SHPO, and are limited to:
   a. Installation of various types of insulation;
   b. Air sealing (caulk, door sweeps, weather-stripping, etc.)
   c. Heating and cooling system safety checks
   d. Energy efficiency modifications and retrofits (burner retrofits, replacement of controls – thermostats, valves and adjustments, clean and tune, and/or replacement of heating and cooling systems-including domestic hot water heaters)
   e. Duct modifications and sealing (duct repairs and additions)
   f. Multi-family building controls and efficiency improvements (ranging from time clocks to heat recovery)
   g. Clean, repair and/or replace electric baseboard appliances/fixtures (such as refrigerators, water heaters, and lighting)
   h. Conversion to solar thermal installations, repairs and replacements
5. Energy-related health and safety measures (per DOE Weatherization Health and Safety guidance, WPN 17-7) including:
   a. Asbestos collection, testing and encapsulation and/or limited removal

https://www.eere-pmc.energy.gov/GONEPA/ND_Form.aspx?key=22435
b. Combustion gas appliance safety inspections
c. Air quality assessment and limited removal of formaldehyde, volatile organic compounds, flammable liquids, and other air pollutants
d. Gas and bulk fuel leak inspections
e. Limited testing and/or containment or disposal of refrigerant, asbestos, and mercury, and other materials generated during the course of WAP activities
f. Lead-based paint testing, containment and removal limited to the surfaces directly disturbed during WAP activities
g. Cleaning of mold limited to surface preparation for WAP activities
h. Conduct radon testing and precautionary measures, including but not limited to, covering exposed dirt floors with 6 mil or greater polyethylene sheeting, with sealant at all seams, walls and foundation penetrations
i. Inspect and install carbon monoxide and smoke alarms
j. Install ventilation as required by ASHRAE 62.2-2016 including blower door testing addressing infiltration, ventilation, and exhaust

6. Incidental and necessary energy-related repairs and replacements
a. Repair and replacement of damaged windows and doors
b. Minor electrical and plumbing repairs

All incidental energy-related health and safety measures relating to hazardous materials identified during the WAP activities would be managed in accordance with applicable federal, state, and local requirements.

Any project involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generates electricity from renewable resources is subject to additional NEPA review by DOE.

Based on the review of the ALRD, DOE has determined that activities anticipated to be selected under this ALRD fit within the class of action(s) selected above. DOE has also determined that based on the types, scope, and scale of anticipated activities that could be selected under the ALRD: (1) there would be no extraordinary circumstances (as defined by 10 CFR 1021.410(2)) that could affect the significance of the environmental effects of the activities; (2) the activities do not lead to segmentation to meet the definition of a categorical exclusion; and (3) the activities would have independent utility and would not be connected to other actions with potentially significant impacts, related to other proposals with cumulatively significant actions, or an improper interim action. Anticipated activities are categorically excluded from further NEPA review.

**NEPA PROVISION**

DOE has made a final NEPA determination for this award

Insert the following language in the award:

If the Recipient intends to make changes to the scope or objective of this project, the Recipient is required to contact the Project Officer, identified in Block 15 of the Assistance Agreement before proceeding. The Recipient must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that currently approved. If the Recipient moves forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of a final NEPA decision, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

Insert the following language in the award:

You are required to:
Recipient must comply with Section 106 of the National Historic Preservation Act (NHPA) consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA.

Projects involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generate electricity from renewable resources are subject to additional NEPA review by DOE.

Note to Specialist:

Weatherization & Intergovernmental Programs Office - WAP
This NEPA Determination requires a tailored NEPA provision.
NEPA review completed by Diana Heyder, 01/22/18

**SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.**

NEPA Compliance Officer Signature: Kristin Kerwin

Date: 2/5/2018

NEPA Compliance Officer

https://www.eere-pmc.energy.gov/GONEPA/ND_Form.aspx?key=22435
FIELD OFFICE MANAGER DETERMINATION

☐ Field Office Manager review required

NCO REQUESTS THE FIELD OFFICE MANAGER REVIEW FOR THE FOLLOWING REASON:

☐ Proposed action fits within a categorical exclusion but involves a high profile or controversial issue that warrants Field Office Manager's attention.
☐ Proposed action falls within an EA or EIS category and therefore requires Field Office Manager's review and determination.

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO:

Field Office Manager's Signature: ___________________________ Date: ____________

Field Office Manager
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

FACILITIES MANAGEMENT 1000-1100

Effective August 9, 2018
Armando David, Housekeeper II
Class 4211, Range 107 at $23,728 per year

Effective August 29, 2018
Richard Hernandez, Maintenance Technician
Class 3163 at $39,000 per year

TEMPORARY

FACILITIES MANAGEMENT 1000-1100

Effective August 29, 2018
Shawn Johnson, Housekeeper I
Class 4210, Range 106 at $10.92 per hour

NON-CORPORATE FUND

REPLACEMENTS

FACILITIES MANAGEMENT 1500-3510

Effective August 29, 2018
Gonzalo Montoya, Housekeeper I
Class 4210, Range 106 at $10.92 per hour
REPLACEMENTS

HUMAN RESOURCES/WORKFORCE DEVELOPMENT 5000-2840

Effective August 27, 2018
   Brittany Coyne, Career Counselor I
   Class 1752, Range 110 at $39,265 per year

INFORMATION TECHNOLOGY 1100-2900

Effective September 5, 2018
   Vijayalakshmi Ramaswamy, Application Services Manager
   Class 1458, Range 315 at $105,000 per year

PUBLIC WORKS 2000-2665

Effective August 29, 2018
   David Oldham, Water/Wastewater Maintenance Worker
   Class 3214 at $45,000 per year

PROMOTIONS

COMMUNITY SERVICES 5000-1650

Effective August 29, 2018
   Alyssa Fortino, Case Manager
   Class 1931, Range 110 at $38,000 per year, from
   Class 1912, Range 109 at $34,333 per year

TEMPORARY

COMMUNITY SERVICES 5000-1420

Effective August 29, 2018
   Devin Fuller, Social Services Assistant
   Class 1232, Range 108 at $14.25 per hour
TEMPORARY

Effective August 29, 2018
   Eric Tessman, Social Services Assistant
   Class 1232, Range 108 at $14.25 per hour

Effective August 29, 2018
   James Zeisler, Social Services Assistant
   Class 1232, Range 108 at $14.25 per hour

   BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of
   this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department,
   and one copy to the County Board.

   Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

   __________________________________________
   DANIEL J. CRONIN, CHAIRMAN
   DU PAGE COUNTY BOARD

   Attest: _________________________________
   PAUL HINDS, COUNTY CLERK

Resolution
FI-R-0393-18
Bank Account Payment History

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| Cash Code: | 1414 |
| Class C Accounts Payable

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**Payment Currency** USD  
**Cash Code** 1414  
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**Payment Code** ACH  

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**Time 11:29**  
**Pay Group 1000 GENERAL FUND PAY GROUP**  
**USD**  
**Bank Account Payment History**

**Cash Code 1414**  
**Bank 071923909**  
**Payment Date Range 08/10/18 thru 08/10/18**  
**Payment Currency USD**

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- Payment Count: 74

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Job Name: PMTHISTORY
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## Bank Account Payment History

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**Payment Date Range 08/10/18 thru 08/10/18**  
**Payment Currency USD**  
**Cash Code 1414**  
**Bank 071923909**  

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### **Packet Pg. 378**

Attachment: 08-10-18 - Paylist (17-18-840 : 8/10/18 Paylist)
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414
Class C Accounts Payable
Payment Date: 081018 - 081018
Payment Numbers: -
Payment Code: -
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## Bank Account Payment History

**AP255 Date 08/10/18**
**Time 11:31**

**Cash Code 1414**
**Bank 071923909**

**Bank Account Payment History**

- **Payment Date Range**: 08/10/18 thru 08/10/18
- **Payment Currency**: USD

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**Payment Number**: 1072060  
**Payment Date**: 08/10/18  
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**Packet Pg. 382**

**Packet**: 08-10-18 - Paylist  (17-18-840 : 8/10/18 Paylist)

**Payment Number**: 1072061  
**Payment Date**: 08/10/18  
**Vendor**: 11109  
**OFFICE DEPOT**  
**Status Issued**: Issued  
**Payment Total**: 386.70  
**Payment Count**: 3

**Payment Number**: 1072062  
**Payment Date**: 08/10/18  
**Vendor**: 10597  
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**Status Issued**: Issued  
**Payment Total**: 973.58  
**Payment Count**: 8

**Packet Pg. 382**

**Packet**: 08-10-18 - Paylist  (17-18-840 : 8/10/18 Paylist)
| Pay Group: | 1300 |
| Cash Code:  | 1414 |
| Class:       | Class C Accounts Payable |

| Payment Date: | 081018 - 081018 |
| Payment Numbers: | - |
| Payment Code:   | - |
### Bank Account Payment History

**AP255 Date 08/10/18**
**Time 11:31**

**Pay Group** 1300 PUBLIC SAFETY PAY GROUP
**USD**

**Bank Account Payment History**

- **Cash Code**: 1414
- **Bank**: 071923909
- **Payment Code**: CHK
- **Payment Date Range**: 08/10/18 thru 08/10/18
- **Payment Currency**: USD

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**Packet Pg. 384**

Attachment: 08-10-18 - Paylist (17-18-840 : 8/10/18 Paylist)
Bank Account Payment History

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Job Name: PMTHISTORY
Step Nbr: 5

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## Bank Account Payment History

**AP255 Date 08/10/18**
**Time 11:31**

**Pay Group** 1400 JUDICIAL PAY GROUP

**Bank Account Payment History**

**Cash Code** 1414
**Bank** 071923909

**Payment Code** CHK

**Payment Date Range** 08/10/18 thru 08/10/18

**Payment Currency** USD

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**Cash Code 1414 Total Payment Count** 4

**Pay Group 1400 USD Total Payment Count** 4
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User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414

Class C Accounts Payable

Payment Date: 081018 - 081018
Payment Numbers: -
Payment Code: -
### Bank Account Payment History

**AP255** Date 08/10/18  
Time 11:32

**Pay Group** 1500 HWY STREETS & BRIDGES PAY GRP  
USD

**Bank Account Payment History**

- **Cash Code**: 1414  
- **Bank**: 071923909  
- **Payment Code**: ACH

**Payment Date Range**: 08/10/18 thru 08/10/18  
**Payment Currency**: USD

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**Packet Pg. 388**

Attachment: 08-10-18 - Paylist (17-18-840 : 8/10/18 Paylist)
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**AP255 Date 08/10/18**

**Time 11:32**

**Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD**

### Bank Account Payment History

**Payment Date Range 08/10/18 thru 08/10/18**

**Payment Currency USD**

**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

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**Payment Code CHK Total:**

- 1,061,220.56

**Cash Code 1414 Total:**

- 1,061,420.56

**Pay Group 1500 USD Total:**

- 1,061,420.56
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### Bank Account Payment History

**AP255 Date 08/10/18**<br>**Time 11:32**<br>**Pay Group 1600 CONSERV & RECREATION PAY GROUP USD**<br>**Bank Account Payment History**

- **Payment Date Range**: 08/10/18 thru 08/10/18<br>- **Payment Currency**: USD
- **Cash Code**: 1414<br>- **Bank**: 071923909<br>- **Payment Code**: CHK

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**Packet Pg. 394**

**Attachment**: 08-10-18 - Paylist (17-18-840 : 8/10/18 Paylist)
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
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Class C Accounts Payable

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**Payment Account Payment History**

AP255 Date 08/10/18
Time 11:33
Bank Account Payment History

| Cash Code | 1414 |
| Bank      | 071923909 |

Payment Date Range: 08/10/18 thru 08/10/18
Payment Currency: USD

---

**Attachment: 08-10-18 - Paylist (17-18-840 : 8/10/18 Paylist)**

---

Packet Pg. 396
### Bank Account Payment History

**AP255 Date 08/10/18**  
**Pay Group 2000 PUBLIC WORKS PAY GROUP**  
**Bank Account Payment History**  
**USD**  

- **Cash Code**: 1414  
- **Bank**: 071923909  
- **Payment Code**: CHK  
- **Payment Date Range**: 08/10/18 thru 08/10/18  
- **Payment Currency**: USD

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**Status**: Issued 0.00  
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**Payment Code**: CHK  
**Total**: 32,503.89  
**Payment Count**: 11  
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**Total**: 32,503.89  
**Payment Count**: 11 |
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000       Class C Accounts Payable
Cash Code: 1414

Payment Date: 081018 - 081018
Payment Numbers: -
Payment Code:
## Bank Account Payment History

**AP255 Date 08/10/18**
**Time 11:34**

**Pay Group** 5000 DUPAGE COUNTY GRANTS PAY GROUP USD

**Bank Account Payment History**

- **Cash Code**: 1414
- **Bank**: 071923909
- **Payment Code**: ACH
- **Payment Date Range**: 08/10/18 thru 08/10/18
- **Payment Currency**: USD

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Time 11:34  
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**Payment Date Range** 08/10/18 thru 08/10/18  
**Payment Currency** USD  
**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK  

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**Attachment:** 08-10-18 - Paylist (17-18-840 : 8/10/18 Paylist)
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 10

Pay Group: 6000
Cash Code: 1414

Class C Accounts Payable

Payment Date: 081018 - 081018
Payment Numbers: -
Payment Code: -
### Bank Account Payment History

**AP255 Date 08/10/18**  
**Time 11:34**

**Pay Group** 6000 CAPITAL PROJECTS PAY GROUP  
**USD**

**Bank Account Payment History**

**Payment Date Range** 08/10/18 thru 08/10/18  
**Payment Currency** USD

**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK

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**Packet Pg. 404**

**Attachment:** 08-10-18 - Paylist (17-18-840 : 8/10/18 Paylist)
Pay Group: 1000
Cash Code: 1414
Class C Accounts Payable

Payment Date: 081418 - 081418
Payment Numbers: -
Payment Code: -
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**AP255 Date 08/14/18**  
**Time 11:44**  
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**Bank 071923909**  
**Payment Code CHK**  
**Payment Date Range 08/14/18 thru 08/14/18**  
**Payment Currency USD**

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**Payment History:**
- Cash Code 1414
- Bank Account 071923909
- Payment Date Range: 08/14/18 thru 08/14/18
- Payment Count: 30
- Total Payment: 41,386.82 USD
- Payment Currency: USD
- Total Payment: 41,386.82 USD
- Payment Count: 30
## Bank Account Payment History

**User Name:** DP\ERP.FNMAW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 2

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**Status:** Issued  
**Payment Number:** 518178  
**Payment Date:** 08/14/18  
**Payment Code Total:** 200.00  
**Payment Count:** 1

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- Payment Count: 11
- Total: 30,112.77

**Cash Code 1414 Total**
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- Total: 30,312.77

**Pay Group 1100 USD Total**
- Payment Count: 12
- Total: 30,312.77
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### Payment History

**Bank Account Payment History**

**Date:** 08/14/18  
**Time:** 11:45

**Cash Code:** 1414  
**Bank:** 071923909

**Payment Code:** CHK

**Payment Date Range:** 08/14/18 thru 08/14/18  
**Payment Currency:** USD

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| 10674 9078362490 | IX 100 08/18/18 | 277.98 | 0.00 | 277.98 |
| 10674 9078457845 | IX 100 08/22/18 | 317.34 | 0.00 | 317.34 |
| **Payment Total** | | 595.32 | 0.00 | 595.32 |

| Payment Number 1072185 Payment Date 08/14/18 Vendor 12382 COMCAST CABLE Status Issued
| 12382 8771200470017191072218 | IX 100 08/21/18 | 1,216.99 | 0.00 | 1,216.99 |
| **Payment Total** | | 1,216.99 | 0.00 | 1,216.99 |

| Payment Number 1072186 Payment Date 08/14/18 Vendor 10586 DIRECT SUPPLY INC Status Issued
| 10586 26087498 | IX 100 08/19/18 | 5,684.00 | 0.00 | 5,684.00 |
| **Payment Total** | | 5,684.00 | 0.00 | 5,684.00 |

| Payment Number 1072187 Payment Date 08/14/18 Vendor 23419 MEDCO EQUIPMENT INC Status Issued
| 23419 37013 | IX 100 08/31/18 | 195.00 | 0.00 | 195.00 |
| **Payment Total** | | 195.00 | 0.00 | 195.00 |

| Payment Number 1072188 Payment Date 08/14/18 Vendor 10299 MEDLINE INDUSTRIES INC Status Issued
| 10299 1854570490 | IX 100 08/15/18 | 1,650.00 | 0.00 | 1,650.00 |
| 10299 1855014809 | IX 100 08/20/18 | 5,343.60 | 0.00 | 5,343.60 |
| **Payment Total** | | 6,993.60 | 0.00 | 6,993.60 |

| Payment Number 1072189 Payment Date 08/14/18 Vendor 28804 PRESCRIPTION SUPPLY INC Status Issued
| 28804 2746174 | IX 100 08/25/18 | 502.56 | 0.00 | 502.56 |
| 28804 2746225 | IX 100 08/25/18 | 100.84 | 0.00 | 100.84 |
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**Payment Code CHK Total** 15,288.31  
**Payment Count** 6

**Cash Code 1414 Total** 15,288.31  
**Payment Count** 6

**Pay Group 1200 USD Total** 15,288.31  
**Payment Count** 6
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300
Cash Code: 1414

Class C Accounts Payable

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*** Cash Code 1414 Total 274.34 0.00 274.34

*** Pay Group 1300 USD Total 274.34 0.00 274.34
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User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 5
Bank Account Payment History

AP255 08/14/18  1400 JUDICIAL PAY GROUP  USD
Time 11:46  Payment Date Range 08/14/18 thru 08/14/18
Bank 071923909  Payment Currency USD
Cash Code 1414  Payment Code ACH

Payment Date Range: 08/14/18 thru 08/14/18

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Attachment: 08-14-18 - Paylist (17-18-841 : 08/14/2018 Paylist)
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Payment Count 3

**Cash Code 1414 Total** 2,538.35
Payment Count 5

**Pay Group 1400 USD Total** 2,538.35
Payment Count 5
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414       Class C Accounts Payable

Payment Date: 081418 - 081418
Payment Numbers: -
Payment Code: -
## Bank Account Payment History

**AP255 Date 08/14/18**  
**Pay Group 1500 HWY STREETS & BRIDGES PAY GRP**  
**USD**  
**Bank Account Payment History**  
**Payment Date Range 08/14/18 thru 08/14/18**  
**Payment Currency USD**  

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  - Payment Date 08/14/18  
  - Vendor 10674  
  - Invoice 9077419764  
  - Auth PL IX 100  
  - Due Date 07/22/18  
  - Discount Amount 0.00  
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- **ATLAS BOBCAT LLC**: Status Issued  
  - Payment Number 1072196  
  - Payment Date 08/14/18  
  - Vendor 10309  
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  - Due Date 08/06/18  
  - Discount Amount 0.00  
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- **CINTAS CORPORATION**: Status Issued  
  - Payment Number 1072197  
  - Payment Date 08/14/18  
  - Vendor 11863  
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  - Discount Amount 0.00  
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- **COMCAST CABLE**: Status Issued  
  - Payment Number 1072198  
  - Payment Date 08/14/18  
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  - Net Payment Amount 40,787.67

- **DELUXE TOWING INC**: Status Issued  
  - Payment Number 1072199  
  - Payment Date 08/14/18  
  - Vendor 11486  
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- **DUAL FUEL SYSTEMS INC**: Status Issued  
  - Payment Number 1072200  
  - Payment Date 08/14/18  
  - Vendor 13897  
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  - Discount Amount 0.00  
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- **JAMES J BENES & ASSOCIATES INC**: Status Issued  
  - Payment Number 1072201  
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- **PARSONS TRANSPORTATION GROUP**: Status Issued  
  - Payment Number 1072202  
  - Payment Date 08/14/18  
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- **PLANNING RESOURCES INC**: Status Issued  
  - Payment Number 1072205  
  - Payment Date 08/14/18  
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Packet Pg. 422

Attachment: 08-14-18 - Paylist (17-18-841 : 08/14/2018 Paylist)
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Step Nbr: 7

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Class C Accounts Payable

Payment Date: 081418 - 081418
Payment Numbers: -
Payment Code: 10.A.2.a

Attachment: 08-14-18 - Paylist (17-18-841 : 08/14/2018 Paylist)
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**Time 11:46**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Code CHK**

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**Cash Code 1414 Total**: 70,947.78  
**Payment Count**: 1

**Pay Group 1600 USD Total**: 70,947.78  
**Payment Count**: 1

**Payment Date Range**: 08/14/18 thru 08/14/18  
**Payment Currency**: USD

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10.A.2.a Packet Pg. 425
## Bank Account Payment History

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Attachment: 08-14-18 - Paylist (17-18-641 : 08/14/2018 Paylist)
### Bank Account Payment History

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- **Bank**: 071923909
- **Payment Code**: ACH
- **Payment Date Range**: 08/14/18 thru 08/14/18
- **Payment Currency**: USD

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**Cash Code:** 1414  
**Bank:** 071923909

**Payment Code:** CHK

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**Payment Currency:** USD

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## Bank Account Payment History

### Payment Details
- **Cash Code**: 1414
- **Bank**: 071923909
- **Date Range**: 08/14/18 thru 08/14/18
- **Payment Currency**: USD

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- **Payment Count**: 19
- **Cash Code 1414 Total**: 26,971.97
- **Payment Count**: 21
- **Pay Group 2000 USD Total**: 26,971.97
- **Payment Count**: 21
Pay Group: 5000
Cash Code: 1414
Class C Accounts Payable
Payment Date: 081418 - 081418
Payment Numbers: -
Payment Code: -
## Bank Account Payment History

**AP255 Date 08/14/18**

**Time 11:48**

**Cash Code 1414**

**Bank 071923909**

**Payment Code ACH**

**Payment Date Range 08/14/18 thru 08/14/18**

**Payment Currency USD**

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**Payment Code ACH Total**

- **Total Payment Number**: 11
- **Total Scheduled Amount**: $4,280.38
- **Total Discount Amount**: $0.00
- **Total Net Payment Amount**: $4,280.00
Bank Account Payment History

AP255  Date 08/14/18  Pay Group  5000 DUPAGE COUNTY GRANTS PAY GROUP  USD
Time 11:48  Bank Account Payment History

Cash Code  1414  Bank  071923909  Payment Date Range  08/14/18 thru 08/14/18
Payment Code  CHK  Payment Currency  USD

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Total: 78,851.96
Net Payment Amount: 78,851.00

*** Pay Group 5000 USD Total
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**Time** 11:01  
**Bank Account Payment History**  
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**Bank** 071923909  
**Payment Code** ACH  
**Pay Group** 1000 GENERAL FUND PAY GROUP  
**USD**  
**Payment Date Range** 08/17/18 thru 08/17/18  
**Payment Currency** USD  

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**Packet Pg. 437**

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**Packet Pg. 441**
# Bank Account Payment History

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**Vendor Information**

- **AP255 Date**: 08/17/18
- **Time**: 11:01
- **Cash Code**: 1414
- **Bank**: 071923909
- **Payment Date Range**: 08/17/18 thru 08/17/18
- **Payment Code**: CHK
- **Payment Currency**: USD

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**Vendor List**

1. **Vendor**: NICOR GAS
   - **Payment Number**: 1072317
   - **Date**: 08/17/18
   - **Due Date**: 08/15/18
   - **Discount Amount**: 0.00
   - **Net Payment Amount**: 21.62

2. **Vendor**: NORTH EAST Multi-Regional
   - **Payment Number**: 1072318
   - **Date**: 08/17/18
   - **Due Date**: 08/30/18
   - **Discount Amount**: 0.00
   - **Net Payment Amount**: 350.00

3. **Vendor**: OFFICE DEPOT
   - **Payment Number**: 1072319
   - **Date**: 08/17/18
   - **Due Date**: 08/25/18
   - **Discount Amount**: 0.00
   - **Net Payment Amount**: 1,236.75

4. **Vendor**: OKUNSKAYA, TATIANA
   - **Payment Number**: 1072320
   - **Date**: 08/17/18
   - **Due Date**: 09/08/18
   - **Discount Amount**: 0.00
   - **Net Payment Amount**: 130.00

5. **Vendor**: PADDock PUBLICATIONS INC
   - **Payment Number**: 1072322
   - **Date**: 08/17/18
   - **Due Date**: 08/19/18
   - **Discount Amount**: 0.00
   - **Net Payment Amount**: 52.90

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**Additional Information**

- **Bank Account Payment History**
- **Packet Pg. 443**
- **Attachment**: 08-17-18 - Paylist (17-18-842 : 8/18/18 Paylist)
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### Summary

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- **Vendor**: 11628, 10037
- **Vendor Name**: UNIVERSAL TAXI DISPATCH INC, WHEATON SANITARY DISTRICT
- **Status**: Issued
- **Payment Total**: 36,566.42, 36,566.42
- **Payment Count**: 68, 73
- **Currency**: USD

---

**Notes**: This document is part of the AP255 Bank Account Payment History report, which covers the payment date range from 08/17/18 to 08/17/18. The transactions are sorted by payment number and include details such as vendor names, amounts, and payment status. The report also includes summary statistics for payment counts and totals for different categories.
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414
Class C Accounts Payable

Payment Date: 081718 - 081718
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Payment Code:
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- Payment Total: 19,195.94

**Cash Code 1414 Total**
- Payment Count: 82
- Payment Total: 19,195.94

**Pay Group 1100 USD Total**
- Payment Count: 82
- Payment Total: 19,195.94
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**User Name:** DP\ERP.FNCYW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 3

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**AP255 Date 08/17/18**  
**Time 11:03**  
**Payment Group 1200 HEALTH AND WELFARE PAY GROUP**  
**USD**  
**Payment Date Range 08/17/18 thru 08/17/18**  
**Payment Currency USD**

**Cash Code 1414**  
**Bank 071923909**  
**Payment Code ACH**

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**AP255 Date 08/17/18**  
**Time 11:03**

**Bank Account Payment History**

**Cash Code** 1414  
**Bank** 071923909

**Payment Date Range** 08/17/18 thru 08/17/18  
**Payment Currency** USD

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**AP255 Date 08/17/18**

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** Packet Pg. 461 **
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414

Class C Accounts Payable

Payment Date: 081718 - 081718
Payment Numbers: -
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Attachment: 08-17-18 - Paylist (17-18-842 : 8/18/18 Paylist)
# Bank Account Payment History

**AP255 Date 08/17/18**
**Time 11:04**
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Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414
Class C Accounts Payable

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## Bank Account Payment History

**AP255 Date 08/17/18**  
**Payment Group 1500 HWY STREETS & BRIDGES PAY GRP USD**  
**Bank Account Payment History**

**Cash Code 1414**  
**Bank 071923909**

**Payment Code CHK**  
**Payment Date Range 08/17/18 thru 08/17/18**  
**Payment Currency USD**

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**Attachment: 08-17-18 - Paylist (17-18-842 : 8/18/18 Paylist)**
### Bank Account Payment History

**AP255 Date 08/17/18**
**Time 11:04**

**Bank Account Payment History**

- **Cash Code**: 1414
- **Bank**: 071923909
- **Payment Code**: CHK

**Payment Date Range**: 08/17/18 thru 08/17/18

**Payment Currency**: USD

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**Payment Code CHK Total**: 20,905.58

**Cash Code 1414 Total**: 20,905.58

**Pay Group 1500 USD Total**: 20,905.58
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414

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- Payment Code CHK: 2 payments, total $2,016.00
- Cash Code 1414: 2 payments, total $2,016.00
- Pay Group 1600 USD: 2 payments, total $2,016.00
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414
Class C Accounts Payable
Payment Date: 081718 - 081718
Payment Numbers: -
Payment Code: 10.A.3.a
## Bank Account Payment History

**AP255 Date 08/17/18**
**Time 11:05**

**Pay Group 2000 PUBLIC WORKS PAY GROUP**

**Payment Date Range 08/17/18 thru 08/17/18**

**Bank Account Payment History**

**Cash Code 1414**

**Bank 071923909**

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### Bank Account Payment History

**AP255 Date 08/17/18**  
**Time 11:05**

**Cash Code 1414**  
**Bank 071923909**

**Payment Date Range** 08/17/18 thru 08/17/18  
**Payment Currency USD**

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**Packet Pg. 473**

Attachment: 08-17-18 - Paylist (17-18-842 : 8/18/18 Paylist)
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**Payment Code:** CHK

**Cash Code:** 1414

**Pay Group:** 2000 USD
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414

Class C Accounts Payable

Payment Date: 081718 - 081718
Payment Numbers: -
Payment Code:
## Bank Account Payment History

**Payment Number**: 518201, **Payment Date**: 08/17/18  
**Vendor**: 27215, **Invoice**: IX 08062018  
**Status**: Issued  
**Payment Total**: 1,635.00, **Discount Amount**: 0.00, **Net Payment Amount**: 1,635.00

**Payment Number**: 518202, **Payment Date**: 08/17/18  
**Vendor**: 23461, **Invoice**: IX 081418  
**Status**: Issued  
**Payment Total**: 1,095.00, **Discount Amount**: 0.00, **Net Payment Amount**: 1,095.00

**Payment Number**: 518203, **Payment Date**: 08/17/18  
**Vendor**: 12948, **Invoice**: IX 083118  
**Status**: Issued  
**Payment Total**: 5,926.00, **Discount Amount**: 0.00, **Net Payment Amount**: 5,926.00

**Payment Number**: 518204, **Payment Date**: 08/17/18  
**Vendor**: 28846, **Invoice**: IX 081318  
**Status**: Issued  
**Payment Total**: 145.48, **Discount Amount**: 0.00, **Net Payment Amount**: 145.48

**Payment Code**: ACH, **Payment Count**: 4

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**Attachment**: 08-17-18 - Paylist (17-18-842 : 8/18/18 Paylist)
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## Bank Account Payment History

**AP255 Date 08/17/18**  
**Time 11:06**  
**Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**  
**Bank Account Payment History**

- **Payment Date Range**: 08/17/18 thru 08/17/18  
- **Payment Currency**: USD

**Cash Code**: 1414  
**Bank**: 071923909  
**Payment Code**: CHK

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**Packet Pg. 478**

Attachment: 08-17-18 - Paylist (17-18-842 : 8/18/18 Paylist)
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Job Name: PMTHISTORY
Step Nbr: 1

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**Payment Date Range 08/21/18 thru 08/21/18**  
**Payment Code CHK**  
**Payment Currency USD**

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**Payment Number Total**  
**Vendor Total**  
**Payment Code Total**  
**Date Range Total**  
**Status Issued Total**

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**Packet Pg. 483**

**Attachment:** 08-21-18 - Paylist (17-18-843 : 08/21/2018 Paylist)
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**Cash Code 1414 Total**
- Payment Count: 45
- Payment Total: 87,003.99

**Pay Group 1000 USD Total**
- Payment Count: 45
- Payment Total: 87,003.99

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**Note:** The data includes various payments with different vendors, their respective invoice numbers, due dates, payment amounts, and statuses. The total payment codes and payment groups are also summarized at the bottom.
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 2

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Payment Numbers: -
Payment Code: -
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*Attachment: 08-21-18 - Paylist (17-18-843 : 08/21/2018 Paylist)***
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200        Class C Accounts Payable
Cash Code: 1414
Payment Date: 082118 - 082118
Payment Numbers: -
Payment Code: 

Attachment: 08-21-18 - Paylist (17-18-843 : 08/21/2018 Paylist)
### Bank Account Payment History

**AP255 Date 08/21/18**  
**Time 13:15**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Code CHK**

**Payment Date Range** 08/21/18 thru 08/21/18  
**Payment Currency USD**

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**Payment Count** 5
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400          Class C Accounts Payable
Cash Code: 1414

Payment Date: 082118 - 082118
Payment Numbers: -
Payment Code: 10.A.4.a

Attachment: 08-21-18 - Paylist (17-18-843 : 08/21/2018 Paylist)
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**Payment Code ACH Total**

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**Payment Count**

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**Pay Group 1400 USD Total**

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Job Name: PMTHISTORY  
Step Nbr: 6  

Pay Group: 1500  
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Class C Accounts Payable  
Payment Date: 082118 - 082118  
Payment Numbers: -  
Payment Code:  

Attachment: 08-21-18 - Paylist (17-18-843 : 08/21/2018 Paylist)
### Payment History

**Payment Date Range:** 08/21/18 thru 08/21/18  
**Payment Currency:** USD  
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**Payment Details**

- **Payment Number**: Various
- **Payment Date**: Various, all 08/21/18
- **Vendor**: Various
- **Status**: Issued
- **Payment Currency**: USD

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**Vendor List**

- ADVANCED DISPOSAL SOLID WASTE
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- BATTERY SERVICE CORPORATION
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- BATTERY SERVICE CORPORATION
- BATTERY SERVICE CORPORATION

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**Payment Amounts**

- **Payment Amount**: Various
- **Net Payment Amount**: Various

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**Vendor Details**

- **Vendor**: Various
- **Invoice**: Various
- **Voucher**: Various
- **Auth PL**: Various
- **Due Date**: Various
- **Dsc Date**: Various
- **Scheduled Amount**: Various
- **Discount Amount**: Various
- **Net Payment Amount**: Various

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**Payment Code**: CHK

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**Payment Date Range**: 08/21/18 thru 08/21/18

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**Vendor List**

- ADVANCED DISPOSAL SOLID WASTE
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- BATTERY SERVICE CORPORATION
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- BATTERY SERVICE CORPORATION

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**Attachment**: 08-21-18 - Paylist (17-18-843 : 08/21/2018 Paylist)
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Payment Date Range: 08/21/18 thru 08/21/18
Payment Currency: USD
Bank Account Payment History

Date: 08/21/18
Time: 13:16

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414
Class C Accounts Payable

Payment Date: 082118 - 082118
Payment Numbers: -
Payment Code: 10.A.4.a

Packet Pg. 498
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** Payment Count: 1

** Cash Code 1414 Total: 5,241.83
** Payment Count: 2

** Pay Group 1600 USD Total: 5,241.83
** Payment Count: 2

Attachment: 08-21-18 - Paylist (17-18-843 : 08/21/2018 Paylist)
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414

Class C Accounts Payable

Payment Date: 082118 - 082118
Payment Numbers: -
Payment Code:
Bank Account Payment History

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**Time 13:16**  
**Cash Code 1414**  
**Bank 071923909**

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08/21/18 thru 08/21/18

#### Payment Currency
USD

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**Packet Pg. 504**  
Attachment: 08-21-18 - Paylist (17-18-843 : 08/21/2018 Paylist)
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**Payment Currency**: USD

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Job Name: PMTHISTORY  
Step Nbr: 9

Pay Group: 5000  
Cash Code: 1414  
Class C Accounts Payable

Payment Date: 082118 - 082118  
Payment Numbers: -  
Payment Code: -
## Bank Account Payment History

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**Time 13:17**

**Cash Code 1414**

**Bank 071923909**

**Payment Code ACH**

**Payment Date Range 08/21/18 thru 08/21/18**

**Payment Currency USD**

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**Vendor 24307 LOZANO, DIANA**

**Status Issued**

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**Vendor 10224 OUTREACH COMMUNITY SERVICES**

**Status Issued**

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**Vendor 11001 PIEMONTE, NOELLE**

**Status Issued**

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**Status Issued**

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**Payment Count**: 29

**Cash Code 1414 Total**: 74,387.76
**Payment Count**: 34

**Pay Group 5000 USD Total**: 74,387.76
**Payment Count**: 34
DuPage County

Grant Proposal Notification

GRANT NAME: Better Utilizing Investments to Leverage Development (FY2018 BUILD) Grant

GRANTING ENTITY: US Department of Transportation

COUNTY DEPARTMENT: Division of Transportation

PARENT COMMITTEE: Transportation

DEPARTMENT CONTACT: John Loper

AMOUNT REQUESTED: $6,172,177

TYPE OF GRANT (please check): ☑ Competitive ☐ Continuation ☐ Formula
DuPage County
Grant Proposal Notification Form

Narrative (Purpose of grant; justification of need):

Central Signal System (CSS): DuPage County's goal with the BUILD grant is to expand the Central Signal System (CSS) to include an additional 95 traffic signal installations throughout the County. With the BUILD funding, we will be able to establish Ethernet communication to 85% of the County's 340 traffic signal installations, along with a peer-to-peer connection to the City of Aurora's Advanced Traffic Management System (ATMS), allowing further regional coordination of operations and resources. In addition, the infrastructure that will be installed in this project will establish the groundwork for future ITS developments. Emerging technologies such as Transit Signal Priority (TSP), Connected Vehicles (CV), Vehicle-to-Infrastructure (V2I), Vehicle-to-Vehicle (V2V), and Adaptive Traffic Signal Control (ATSC) are all programs that require a robust network to operate properly. The CSS expansion project will provide a solid foundation for these and other future technologies that can benefit transportation system users throughout the region. The funding request is for construction/construction engineering.

Grant proposal submission due date (MM/DD/YYYY) 7/19/2018

Project or project phase period covered by grant:

If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

Year: 2021
Duration (years): 2

If awarded, will this grant require the hiring of additional staff or personnel?
Yes ☐  No ☐

If yes, please list:

How many new positions will be created:

If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:

What fund will be used to compensate personnel after the project period ends:

Are matching funds required?
Yes ☐  No ☐

If yes, please answer the following questions:

Percentage of funding required by granting agency

County's match amount: $1,888,045.00
*Department may seek additional funding in the future to provide match amount (CHECK EACH TIME)

County fund that will provide the matching requirement:
DOT INTERNAL FUNDS

Grant amount request
(auto fill) $6,172,177.00

All other funding already allocated for project or project phase

Total project or project phase cost (C & CE)
(auto fill) $8,060,222.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal
Purpose of Grant: Funds for the FY2018 Better Utilizing Investments to Leverage Development (BUILD) discretionary grant program (formerly known as TIGER) are awarded on a competitive basis from the US Department of Transportation (US DOT). The FY18 BUILD grants are for capital investments in surface transportation infrastructure projects with significant local or regional impact. DuPage County Division of Transportation is seeking funding to expand the County’s Central Signal System to include an additional 95 traffic signal installations throughout the County, as explained in the Narrative of the Grant Proposal Notification Form. Funding would cover costs for construction and construction engineering.

Proposal Due Date: 07/19/2018

Project Period: 2021 – 2 Year Project

Matching Requirement: ☒ Yes ☐ No Explain: 20%-see other information

Headcount Requirement: ☐ Yes ☒ No Explain: ________________________________

Funding Origination Source: ☒ Federal ☐ State ☐ Private ☐ Corporate

The following potential issues are noted:

1. There are no known issues with this funding opportunity.

Other information (i.e. collaboration, allocation of funding, etc.): The total cost of this project is estimated at $8,060,222. $6,172,177 has been requested from US DOT. The award application includes a 23% County match of $1,888,045, which would come from the Division of Transportation’s budget and not the County’s general operating budget. US DOT 2018 BUILD grant funding must be obligated by September 30, 2020 and must be expended by September 30, 2025.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form or contact John Loper, Division of Transportation, at 630-407-6882.
DuPage County

Grant Proposal Notification

GRANT NAME: ILLINOIS TOLLWAY WORKFORCE DEVELOPMENT TECHNICAL ASSISTANCE INITIATIVE (WDTAI)

GRANTING ENTITY: Chicago Cook Workforce Partnership

COUNTY DEPARTMENT: Human Resources-Workforce Development Division

PARENT COMMITTEE: Economic Development

DEPARTMENT CONTACT: Lisa Schvach

AMOUNT REQUESTED: $56,250.00

TYPE OF GRANT (please check): ☐ Competitive  ☐ Continuation  ☐ Formula
Narrative (Purpose of grant; justification of need):
The grant aims to increase diversity in road building-related occupations. We will help conduct outreach efforts to minority groups, including women, who are underrepresented in these occupations. We will work to connect them with possible avenues for training and/or employment where appropriate. The award is budgeted to cover salary and fringes of 2 staff for actual hours spent on the program, share in operational costs (rent/utilities), and client support services (transportation and childcare) over a period of 3 years.

Grant proposal submission due date (MM/DD/YYYY) 8/7/2018

Start Date: 9/1/2018  Completion Date: 6/30/2021

Project or project phase period covered by grant:
If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

If awarded, will this grant require the hiring of additional staff or personnel?
   If yes, please list:
      How many new positions will be created:

      If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:

      What fund will be used to compensate personnel after the project period ends:

Are matching funds required?
   If yes, please answer the following questions:
      Percentage of funding required by granting agency

      County’s match amount: (auto fill) $ -
         *Department may seek additional funding in the future to provide match amount

      County fund that will provide the matching requirement:

Grant amount request (auto fill) $ 56,250.00

All other funding already allocated for project or project phase

Total project or project phase cost (auto fill) $ 56,250.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal
Grant Proposal Notification Report 040-18

Submitted on: 08/07/18  Submitted by: Carmi Cyrus, Finance Department

Purpose of Grant: The Illinois Tollway Workforce Development Technical Assistance Initiative (WDTAI) grant is funded through the Illinois State Toll Highway Authority, passed through the Chicago Cook Workforce Partnership. The purpose of the WDTAI is to prepare qualified individuals, particularly historically underrepresented populations, for careers in transportation-related construction occupations. Funding received would be used pay for salary and related fringe benefits of WIOA staff for actual hours spent on the program, related operational costs and client support services.

Proposal Due Date: 8/07/2018  Project Period: 9/1/2018-6/30/2021

Matching Requirement: ☑️ No  Explain: _____________________________

Headcount Requirement: ☑️ Yes ☑️ No  Explain: _____________________________

Funding Origination Source: ☑️ Federal ☐ State ☑️ Private ☑️ Corporate

The following potential issues are noted:

1. There are no issues with this grant.

Other information (i.e. collaboration, allocation of funding, etc.): The allocation award would be in the amount not to exceed $56,250. The program would be administered through the Department of Human Resources-Workforce Development Division – Lisa Schvach, Director.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Carmi Cyrus, Finance Department or contact Lisa Schvach, Director-Workforce Development Division at 630-955-2066.