

STATE OF ILLINOIS
CONTRACT

Intergovernmental Agreement
Between the State of Illinois
and Lake Land College for Educational Programs

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor (Lake Land College). This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes Intergovernmental Agreement – Standard Certifications used.

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS**CONTRACT**

Intergovernmental Agreement
Between the State of Illinois
and Lake Land College for Educational Programs

VENDOR

| | |
|---|--|
| Vendor Name: Lake Land College | Address: 5001 Lake Land Blvd., Mattoon, IL 61938 |
| Signature: | Phone: 217/234-5222 |
| Printed Name: Click here to enter text. | Fax: 217/234-5500 |
| Title: President | Email: jbullock@lakelandcollege.edu |
| Date: | |

STATE OF ILLINOIS

| | |
|---|-----------------------|
| Procuring Agency or University: Illinois Department of Juvenile Justice | Phone: 217/557-4016 w |
| Street Address: 2715 W. Monroe | Fax: 217/557-1107 |
| City, State ZIP: Springfield, IL 62704 | |
| Official Signature: | Date: |
| Printed Name: Heidi Mueller by Andrew Munemoto | |
| Official's Title: Director by CFO | |
| Legal Signature: | Date: |
| Legal Printed Name: NeAngela Dixon | |
| Legal's Title: Acting Chief Legal Counsel | |
| Program Signature: | Date: |
| Program's Printed Name: Robert Vickery | |
| Fiscal's Title: Deputy Director | |

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

Agency Reference #: 425

Project Title: Intergovernmental Agreement Educational Programs

Contract #: Intergovernmental Agreement

Procurement Method (IFB, RFP, Small Purchase, etc.): Intergovernmental Agreement

IPB Reference #:

IPB Publication Date:

Award Code:

Subcontractor Utilization? ☐ Yes ☒ No

Subcontractor Disclosure? ☐ Yes ☒ No

Funding Source:

Obligation #:

Small Business Set-Aside? ☐ Yes ☒ No

Percentage:

Minority Owned Business? ☐ Yes ☒ No

Percentage:

Women Owned Business? ☐ Yes ☒ No

Percentage:

Persons with Disabilities Owned Business? ☐ Yes ☒ No

Percentage:

Veteran Owned Small Business? ☐ Yes ☒ No

Percentage:

Other Preferences? Institution of Higher Learning

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** Vendor will provide post-secondary and dual credit vocational and educational programs which will result in the issuance of post-secondary and high school credit leading to vocational certificates and/or transferrable academic credits.

1.1.1 Vendor shall develop and operate post-secondary and dual credit vocational and educational programs at the IYC Harrisburg and IYC St. Charles facilities. Specific programs to be provided at each facility are listed below. In addition to these, Vendor shall provide additional general education college academic courses to supplement these programs as mutually agreed to by Vendor and IDJJ and within the scope of the attached "Pricing Pages" (Exhibit B).

1.1.1.1 IYC Harrisburg

1.1.1.1.1 Custodial – Provides students with hands-On skills in the area of maintenance. Students will learn to shampoo carpets, strip, scrub and wax floors, wash walls and windows, write a resume and procedures to start a small custodial business.

1.1.1.1.2. Culinary Arts – Participants entry level training that prepares them to confidently enter the growing food industry. This certificate teaches practical skills and industry standards for food prep workers, cooks, and servers. Further training provides emphasis on technical skills in cooking and baking required for a culinary professional to advance in the field.

1.1.1.1.3 Horticulture – Participants receive entry level training and prepares them to confidently enter the growing Horticulture industry. This certificate teaches practical skills and industry standards for landscapers, nursery workers, and greenhouse operators.

1.1.1.2 IYC St. Charles

1.1.1.2.1 Custodial – Provides students with hands-on skills in the area of maintenance. Students will learn to shampoo carpets, strip, scrub and wax floors, wash walls and windows, write a resume and procedures to start a small custodial business.

1.1.1.2.2 Horticulture – Participants receive entry level training that prepares them to confidently enter the growing Horticulture industry. This certificate teaches practical skills and industry standards for landscapers, nursery workers, and greenhouse operators.

1.1.1.2.3 Construction – participants to develop competencies needed for entry level employment in construction or building maintenance fields, or as preparation for continuing education in construction technology. Further training will advance their knowledge and skills by gaining knowledge in the area of plumbing, masonry, residential wiring, and green building practices.

- 1.1.2 Vendor shall equip IYC Harrisburg and IYC St. Charles with the initial operating equipment and materials necessary to operate the identified programming according to accreditation requirements of the Higher Learning Commission at each facility, as outlined in the vendor's budget proposal and approved by IDJJ, per the attached "Pricing Pages" (Exhibit B).
- 1.1.3 Vendor shall work with IDJJ to install all equipment and make structural adjustments as necessary and approved by IDJJ to ensure proper operation of program equipment.
- 1.1.4 Vendor shall provide all supplies required to maintain programming on an ongoing basis, as outlined in the vendor's budget and approved by IDJJ, per the attached "Pricing Pages" (Exhibit B).
- 1.1.5 Vendor shall provide an instructor who meets accreditation criteria for vocational and dual credit instruction for each program track at each facility, per the attached 'pricing Pages" (Exhibit B).
- 1.1.6 Vendor shall provide financial aid services and career assistance to IDJJ youth enrolled in the subject programs including, but not limited to assistance with FAFSA and other mechanisms for obtaining financial aid, transfer of credits to other academic institutions, and job placement services.
- 1.1.7 Vendor shall provide administrative support and oversight of the programming including an assistance dean level position and an IDJJ program administrative assistant, per the attached Pricing Pages (Exhibit B).

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

☐ If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

1.2. MILESTONES AND DELIVERABLES: See Section 1.1

1.3. VENDOR / STAFF SPECIFICATIONS: Vendor must be a Higher Learning Commission – accredited post-secondary institution that will provide qualified staff to offer post-secondary and dual credit vocational programs to youth in the custody of IDJJ.

1.4. TRANSPORTATION AND DELIVERY: N/A

1.5. SUBCONTRACTING

Subcontractors **N/A** allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information

is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

- Subcontractor Name: Click here to enter text

Amount to be paid: Click here to enter text

Address: Click here to enter text

Description of work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to be paid: Click here to enter text

Address: Click here to enter text

Description of work: Click here to enter text

If additional space is necessary to provide subcontractor information, please attach an additional page

1.5.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.3. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification- based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

- 1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Illinois Youth Center Harrisburg and Illinois Youth Center St. Charles, Illinois.

Value of services performed at this location: 100% and/or \$2,464, 551.95

- Location where services will be performed: Click here to enter text

Value of services performed at this location: Click here to enter text

2. PRICING

2.1 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is **Firm**.

2.2 EXPENSES ALLOWED: Expenses are not allowed under this contract: Included in pricing.

2.3 DISCOUNT: The State may receive a **N/A** % discount for payment within **N/A** days of receipt of correct invoice.

2.4 VENDOR'S PRICING: Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: \$2,464,551.95

Monthly billing shall be accounted for under Section 5.2 supplemental Provisions.

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: Same as previous year.

2.4.2.2 Vendor's Price for Renewal(s):

2.5 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$2,464,551.95 without a formal amendment.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of July 1, 2019 thru June 30, 2022. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

☐ If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of two (2) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure

the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Billing shall be submitted on a monthly basis at 1/12th the total price of a 12 month term. For a 2 year term, 1/24th the total price. For a 3 year term, 1/36th the total price. For a 4 year term, 1/48th the total price. Any renewal exercised shall also be billed at the same rates. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

| | |
|-----------------|---|
| Agency: | Illinois Department of Juvenile Justice |
| Attn: | Anita Stenzel |
| Address: | 2715 W. Monroe |
| City, State Zip | Springfield, IL 62704 |

☐ See attached BidBuy Purchase Order

BB For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and

records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral

rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not

perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

- 4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

AL PROVISIONS

5.1.

STATE

SUPPLEMENTAL PROVISIONS

☐ Agency Definitions

N/A

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

N/A

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

☒ Agency Specific Terms and Conditions

Invoices are to be submitted monthly and shall not exceed 1/36th of the overall contract dollar amount (\$2,464,551.95). Invoices should be itemized accordingly showing any breakdown for services rendered.

☐ Other (describe)

Click here to enter text.

5.2.

VENDOR

SUPPLEMENTAL PROVISIONS

5.2.1 The attached Pricing pages outline the contacted activities. The amounts contained herein are estimates and as such, are subject to the following restrictions.

5.2.2 In no event shall the total contract amount be exceeded.

5.2.3 Personal Services and Fringe Benefits cannot exceed the approved contract amount. All other line items are subject to a +/- 10% variance.

5.2.4 Individual program totals (ie, Administration, Commercial Custodial, etc.) are subject to a +/- 10% Variance.

Conditions which would exceed any of the three restrictions must be approved in advance through a formal contract amendment signed by both parties to this contract.

PRICING

VENDOR: Lake Land College

Institution: IYC Harrisburg & St. Charles

Total Budget Summary

| | FY20 | FY21 | FY22 | Estimated Total |
|----------------------|---------------|---------------|---------------|--------------------|
| I. Personal Services | \$ 406,234.11 | \$ 418,410.99 | \$ 430,968.20 | \$ 1,255,613.30 |
| II. Fringe Benefits | \$ 182,833.52 | \$ 188,228.66 | \$ 193,786.02 | \$ 564,848.20 |
| III. Equipment | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 90,000.00 |
| IV. Commodities | \$ 33,000.00 | \$ 33,000.00 | \$ 33,000.00 | \$ 99,000.00 |
| V. Travel | \$ 16,000.00 | \$ 16,000.00 | \$ 16,000.00 | \$ 48,000.00 |
| VI. Other | \$ 134,116.64 | \$ 135,681.17 | \$ 137,292.64 | \$ 407,090.45 |
| Estimated Total | \$ 802,184.27 | \$ 821,320.82 | \$ 841,046.86 | \$ 2,464,551.95 |

PRICING

VENDOR: Lake Land College

Institution: IYC Harrisburg

Program: Administration

| | FY20 | FY21 | FY22 | Estimated Total |
|------------------------|----------------------|----------------------|----------------------|----------------------|
| I. Personal Services | \$ 51,400.61 | \$ 52,942.63 | \$ 54,530.91 | \$ 158,874.15 |
| II. Fringe Benefits | \$ 15,236.37 | \$ 15,683.52 | \$ 16,144.07 | \$ 47,063.96 |
| III. Equipment | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 45,000.00 |
| IV. Commodities | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 12,000.00 |
| V. Travel | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 18,000.00 |
| VI. Other | \$ 33,750.00 | \$ 33,750.00 | \$ 33,750.00 | \$ 101,250.00 |
| Estimated Total | \$ 125,386.98 | \$ 127,376.15 | \$ 129,424.98 | \$ 382,188.11 |

Narrative

| Personal Services | | | | | Estimated Total |
|-------------------|------------------------|--------------|--------------|---------------------------|----------------------|
| I. | | | | | |
| Position | Employee Name | Salary | Salary | Salary | |
| Assoc. Dean | Tomi Gravatt | \$ 51,400.61 | \$ 52,942.63 | \$ 54,530.91 | \$ 158,874.15 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 158,874.15 |
| II. | Fringe Benefits | | | | |
| | Health | \$ 13,598.88 | \$ 14,006.85 | \$ 14,427.06 | \$ 42,032.79 |
| | Life | \$ 55.20 | \$ 55.20 | \$ 55.20 | \$ 165.60 |
| | FICA | \$ 771.01 | \$ 794.14 | \$ 817.96 | \$ 2,383.11 |
| | RHP | \$ 308.40 | \$ 317.66 | \$ 327.19 | \$ 953.25 |
| | Workmans Comp | \$ 226.16 | \$ 232.95 | \$ 239.94 | \$ 699.05 |
| | Unemployment | \$ 252.72 | \$ 252.72 | \$ 252.72 | \$ 758.16 |
| | EAP | \$ 24.00 | \$ 24.00 | \$ 24.00 | \$ 72.00 |
| | | | | Estimated Subtotal | \$ 47,063.96 |
| III. | Equipment | | | | |
| | Equipment | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 45,000.00 |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 45,000.00 |
| IV. | Commodities | | | | |
| | Supplies | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 3,000.00 |
| | Plant Sale | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,000.00 |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 12,000.00 |
| V. | Travel | | | | |
| | Travel | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 18,000.00 |
| VI. | Other Costs | | | | |
| | Maintenance | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,000.00 |
| | Rental | \$ 3,250.00 | \$ 3,250.00 | \$ 3,250.00 | \$ 9,750.00 |
| | College Academic | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 60,000.00 |
| | College Acad. Books | \$ 7,500.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 22,500.00 |
| | | | | Estimated Subtotal | \$ 101,250.00 |

Estimated Program Total \$ 382,188.11

PRICING

VENDOR: Lake Land College

Institution: IYC Harrisburg

Program: Culinary Arts

| | FY20 | FY21 | FY22 | Estimated Total |
|------------------------|---------------------|---------------------|---------------------|----------------------|
| I. Personal Services | \$ 45,114.00 | \$ 46,467.42 | \$ 47,861.44 | \$ 139,442.86 |
| II. Fringe Benefits | \$ 15,076.69 | \$ 15,519.04 | \$ 15,974.66 | \$ 46,570.39 |
| III. Equipment | \$ - | \$ - | \$ - | \$ - |
| IV. Commodities | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 18,000.00 |
| V. Travel | \$ - | \$ - | \$ - | \$ - |
| VI. Other | \$ - | \$ - | \$ - | \$ - |
| Estimated Total | \$ 66,190.69 | \$ 67,986.46 | \$ 69,836.10 | \$ 204,013.25 |

Narrative

| | | | | | |
|-----------------------------|----------------------|---------------|---------------|---------------------------|------------------------|
| I. Personal Services | | | | | Estimated Total |
| Position | Employee Name | Salary | Salary | Salary | |
| Instructor | Joseph Celmer | \$ 45,114.00 | \$ 46,467.42 | \$ 47,861.44 | \$ 139,442.86 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 139,442.86 |
| II. Fringe Benefits | | | | | |
| Health | | \$ 13,598.88 | \$ 14,006.85 | \$ 14,427.06 | \$ 42,032.79 |
| Life | | \$ 55.20 | \$ 55.20 | \$ 55.20 | \$ 165.60 |
| FICA | | \$ 676.71 | \$ 697.01 | \$ 717.92 | \$ 2,091.64 |
| RHP | | \$ 270.68 | \$ 278.80 | \$ 287.17 | \$ 836.65 |
| Workmans Comp | | \$ 198.50 | \$ 204.46 | \$ 210.59 | \$ 613.55 |
| Unemployment | | \$ 252.72 | \$ 252.72 | \$ 252.72 | \$ 758.16 |
| EAP | | \$ 24.00 | \$ 24.00 | \$ 24.00 | \$ 72.00 |
| | | | | Estimated Subtotal | \$ 46,570.39 |
| III. Equipment | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| IV. Commodities | | | | | |
| Supplies | | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 18,000.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 18,000.00 |
| V. Travel | | | | | |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| VI. Other Costs | | | | | |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| | | | | Estimated Subtotal | \$ - |

Estimated Program Total \$ 204,013.25

PRICING

VENDOR: Lake Land College

Institution: IYC Harrisburg

Program: Custodial Technician

| | FY20 | FY21 | FY22 | Estimated Total |
|------------------------|---------------------|---------------------|---------------------|----------------------|
| I. Personal Services | \$ 41,498.70 | \$ 42,743.66 | \$ 44,025.97 | \$ 128,268.33 |
| II. Fringe Benefits | \$ 26,209.43 | \$ 26,985.75 | \$ 27,785.37 | \$ 80,980.55 |
| III. Equipment | \$ - | \$ - | \$ - | \$ - |
| IV. Commodities | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,000.00 |
| V. Travel | \$ - | \$ - | \$ - | \$ - |
| VI. Other | \$ - | \$ - | \$ - | \$ - |
| Estimated Total | \$ 70,708.13 | \$ 72,729.41 | \$ 74,811.34 | \$ 218,248.88 |

Narrative

| | | | | | Estimated Total |
|-----------------------------|---------------|--------------|--------------|---------------------------|----------------------|
| I. Personal Services | | | | | |
| Position | Employee Name | Salary | Salary | Salary | |
| Instructor | Wesley Parish | \$ 41,498.70 | \$ 42,743.66 | \$ 44,025.97 | \$ 128,268.33 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 128,268.33 |
| II. Fringe Benefits | | | | | |
| | Health | \$ 24,823.45 | \$ 25,568.15 | \$ 26,335.19 | \$ 76,726.79 |
| | Life | \$ 55.20 | \$ 55.20 | \$ 55.20 | \$ 165.60 |
| | FICA | \$ 622.48 | \$ 641.15 | \$ 660.39 | \$ 1,924.02 |
| | RHP | \$ 248.99 | \$ 256.46 | \$ 264.16 | \$ 769.61 |
| | Workmans Comp | \$ 182.59 | \$ 188.07 | \$ 193.71 | \$ 564.37 |
| | Unemployment | \$ 252.72 | \$ 252.72 | \$ 252.72 | \$ 758.16 |
| | EAP | \$ 24.00 | \$ 24.00 | \$ 24.00 | \$ 72.00 |
| | | | | Estimated Subtotal | \$ 80,980.55 |
| III. Equipment | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| IV. Commodities | | | | | |
| | Supplies | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,000.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 9,000.00 |
| V. Travel | | | | | |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| VI. Other Costs | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |

Estimated Program Total \$ 218,248.88

PRICING

VENDOR: Lake Land College

Institution: IYC Harrisburg

Program: Horticulture

| | FY20 | FY21 | FY22 | Estimated Total |
|------------------------|---------------------|---------------------|---------------------|----------------------|
| I. Personal Services | \$ 36,565.00 | \$ 37,661.95 | \$ 38,791.81 | \$ 113,018.76 |
| II. Fringe Benefits | \$ 14,859.56 | \$ 15,295.38 | \$ 15,744.29 | \$ 45,899.23 |
| III. Equipment | \$ - | \$ - | \$ - | \$ - |
| IV. Commodities | \$ 3,500.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 10,500.00 |
| V. Travel | \$ - | \$ - | \$ - | \$ - |
| VI. Other | \$ - | \$ - | \$ - | \$ - |
| Estimated Total | \$ 54,924.56 | \$ 56,457.33 | \$ 58,036.10 | \$ 169,417.99 |

Narrative

| | | | | | Estimated Total |
|----------------------|----------------------|---------------|---------------|---------------------------|----------------------|
| I. Personal Services | | | | | |
| Position | Employee Name | Salary | Salary | Salary | |
| Instructor | William Nolen | \$ 36,565.00 | \$ 37,661.95 | \$ 38,791.81 | \$ 113,018.76 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 113,018.76 |
| II. Fringe Benefits | | | | | |
| Health | | \$ 13,598.88 | \$ 14,006.85 | \$ 14,427.06 | \$ 42,032.79 |
| Life | | \$ 55.20 | \$ 55.20 | \$ 55.20 | \$ 165.60 |
| FICA | | \$ 548.48 | \$ 564.93 | \$ 581.88 | \$ 1,695.29 |
| RHP | | \$ 219.39 | \$ 225.97 | \$ 232.75 | \$ 678.11 |
| Workmans Comp | | \$ 160.89 | \$ 165.71 | \$ 170.68 | \$ 497.28 |
| Unemployment | | \$ 252.72 | \$ 252.72 | \$ 252.72 | \$ 758.16 |
| EAP | | \$ 24.00 | \$ 24.00 | \$ 24.00 | \$ 72.00 |
| | | | | Estimated Subtotal | \$ 45,899.23 |
| III. Equipment | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| IV. Commodities | | | | | |
| Supplies | | \$ 3,500.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 10,500.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 10,500.00 |
| V. Travel | | | | | |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| VI. Other Costs | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |

Estimated Program Total \$ 169,417.99

PRICING

VENDOR: Lake Land College

Institution: IYC St. Charles

Program: Administration

| | FY20 | FY21 | FY22 | Estimated Total |
|------------------------|----------------------|----------------------|----------------------|----------------------|
| I. Personal Services | \$ 56,650.00 | \$ 58,349.50 | \$ 60,099.99 | \$ 175,099.49 |
| II. Fringe Benefits | \$ 26,135.53 | \$ 26,909.64 | \$ 27,706.97 | \$ 80,752.14 |
| III. Equipment | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 45,000.00 |
| IV. Commodities | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 12,000.00 |
| V. Travel | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 18,000.00 |
| VI. Other | \$ 33,750.00 | \$ 33,750.00 | \$ 33,750.00 | \$ 101,250.00 |
| Estimated Total | \$ 141,535.53 | \$ 144,009.14 | \$ 146,556.96 | \$ 432,101.63 |

Narrative

| | | | | | Estimated Total |
|-----------------------------|----------------------|---------------|---------------|---------------------------|----------------------|
| I. Personal Services | | | | | |
| Position | Employee Name | Salary | Salary | Salary | |
| Assoc. Dean | Scott Horsch | \$ 56,650.00 | \$ 58,349.50 | \$ 60,099.99 | \$ 175,099.49 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 175,099.49 |
| II. Fringe Benefits | | | | | |
| Health | | \$ 24,364.70 | \$ 25,095.64 | \$ 25,848.51 | \$ 75,308.85 |
| Life | | \$ 55.20 | \$ 55.20 | \$ 55.20 | \$ 165.60 |
| FICA | | \$ 849.75 | \$ 875.24 | \$ 901.50 | \$ 2,626.49 |
| RHP | | \$ 339.90 | \$ 350.10 | \$ 360.60 | \$ 1,050.60 |
| Workmans Comp | | \$ 249.26 | \$ 256.74 | \$ 264.44 | \$ 770.44 |
| Unemployment | | \$ 252.72 | \$ 252.72 | \$ 252.72 | \$ 758.16 |
| EAP | | \$ 24.00 | \$ 24.00 | \$ 24.00 | \$ 72.00 |
| | | | | Estimated Subtotal | \$ 80,752.14 |
| III. Equipment | | | | | |
| Equipment | | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 45,000.00 |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 45,000.00 |
| IV. Commodities | | | | | |
| Supplies | | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 3,000.00 |
| Plant Sale | | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,000.00 |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 12,000.00 |
| V. Travel | | | | | |
| Travel | | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 18,000.00 |
| | | | | Estimated Subtotal | \$ 18,000.00 |
| VI. Other Costs | | | | | |
| Maintenance | | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,000.00 |
| Rental | | \$ 3,250.00 | \$ 3,250.00 | \$ 3,250.00 | \$ 9,750.00 |
| College Academic | | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 60,000.00 |
| College Acad. Books | | \$ 7,500.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 22,500.00 |
| | | | | Estimated Subtotal | \$ 101,250.00 |

Estimated Program Total \$ 432,101.63

PRICING

VENDOR: Lake Land College

Institution: IYC St. Charles

Program: Construction

| | FY20 | FY21 | FY22 | Estimated Total |
|------------------------|---------------------|---------------------|---------------------|----------------------|
| I. Personal Services | \$ 43,000.00 | \$ 44,290.00 | \$ 45,618.70 | \$ 132,908.70 |
| II. Fringe Benefits | \$ 26,424.12 | \$ 27,206.89 | \$ 28,013.13 | \$ 81,644.14 |
| III. Equipment | \$ - | \$ - | \$ - | \$ - |
| IV. Commodities | \$ 5,500.00 | \$ 5,500.00 | \$ 5,500.00 | \$ 16,500.00 |
| V. Travel | \$ - | \$ - | \$ - | \$ - |
| VI. Other | \$ - | \$ - | \$ - | \$ - |
| Estimated Total | \$ 74,924.12 | \$ 76,996.89 | \$ 79,131.83 | \$ 231,052.84 |

Narrative

| | | | | | Estimated Total |
|----------------------|---------------|--------------|--------------|--------------------|-----------------|
| I. Personal Services | | | | | |
| Position | Employee Name | Salary | Salary | Salary | |
| Instructor | | \$ 43,000.00 | \$ 44,290.00 | \$ 45,618.70 | \$ 132,908.70 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 132,908.70 |
| II. Fringe Benefits | | | | | |
| Health | | \$ 25,000.00 | \$ 25,750.00 | \$ 26,522.50 | \$ 77,272.50 |
| Life | | \$ 55.20 | \$ 55.20 | \$ 55.20 | \$ 165.60 |
| FICA | | \$ 645.00 | \$ 664.35 | \$ 684.28 | \$ 1,993.63 |
| RHP | | \$ 258.00 | \$ 265.74 | \$ 273.71 | \$ 797.45 |
| Workmans Comp | | \$ 189.20 | \$ 194.88 | \$ 200.72 | \$ 584.80 |
| Unemployment | | \$ 252.72 | \$ 252.72 | \$ 252.72 | \$ 758.16 |
| EAP | | \$ 24.00 | \$ 24.00 | \$ 24.00 | \$ 72.00 |
| | | | | Estimated Subtotal | \$ 81,644.14 |
| III. Equipment | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| IV. Commodities | | | | | |
| Supplies | | \$ 5,500.00 | \$ 5,500.00 | \$ 5,500.00 | \$ 16,500.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 16,500.00 |
| V. Travel | | | | | |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| VI. Other Costs | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |

Estimated Program Total \$ 231,052.84

PRICING

VENDOR: Lake Land College

Institution: IYC St. Charles

Program: Custodial Technician

| | FY20 | FY21 | FY22 | Estimated Total |
|------------------------|---------------------|---------------------|---------------------|----------------------|
| I. Personal Services | \$ 41,417.80 | \$ 42,660.33 | \$ 43,940.14 | \$ 128,018.27 |
| II. Fringe Benefits | \$ 15,154.43 | \$ 15,599.09 | \$ 16,057.11 | \$ 46,810.63 |
| III. Equipment | \$ - | \$ - | \$ - | \$ - |
| IV. Commodities | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,000.00 |
| V. Travel | \$ - | \$ - | \$ - | \$ - |
| VI. Other | \$ - | \$ - | \$ - | \$ - |
| Estimated Total | \$ 59,572.23 | \$ 61,259.42 | \$ 62,997.25 | \$ 183,828.90 |

Narrative

| | | | | | Estimated Total |
|-----------------------------|----------------------|---------------|---------------|---------------------------|----------------------|
| I. Personal Services | | | | | |
| Position | Employee Name | Salary | Salary | Salary | |
| Instructor | Antonio Epting | \$ 41,417.80 | \$ 42,660.33 | \$ 43,940.14 | \$ 128,018.27 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 128,018.27 |
| II. Fringe Benefits | | | | | |
| | Health | \$ 13,770.49 | \$ 14,183.60 | \$ 14,609.11 | \$ 42,563.20 |
| | Life | \$ 55.20 | \$ 55.20 | \$ 55.20 | \$ 165.60 |
| | FICA | \$ 621.27 | \$ 639.90 | \$ 659.10 | \$ 1,920.27 |
| | RHP | \$ 248.51 | \$ 255.96 | \$ 263.64 | \$ 768.11 |
| | Workmans Comp | \$ 182.24 | \$ 187.71 | \$ 193.34 | \$ 563.29 |
| | Unemployment | \$ 252.72 | \$ 252.72 | \$ 252.72 | \$ 758.16 |
| | EAP | \$ 24.00 | \$ 24.00 | \$ 24.00 | \$ 72.00 |
| | | | | Estimated Subtotal | \$ 46,810.63 |
| III. Equipment | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| IV. Commodities | | | | | |
| | Supplies | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,000.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 9,000.00 |
| V. Travel | | | | | |
| | | | | | \$ - |
| VI. Other Costs | | | | | |
| | | | | Estimated Subtotal | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |

Estimated Program Total **\$ 183,828.90**

PRICING

VENDOR: Lake Land College

Institution: IYC St. Charles

Program: Horticulture

| | FY20 | FY21 | FY22 | Estimated Total |
|------------------------|---------------------|---------------------|---------------------|----------------------|
| I. Personal Services | \$ 43,000.00 | \$ 44,290.00 | \$ 45,618.70 | \$ 132,908.70 |
| II. Fringe Benefits | \$ 26,424.12 | \$ 27,206.89 | \$ 28,013.13 | \$ 81,644.14 |
| III. Equipment | \$ - | \$ - | \$ - | \$ - |
| IV. Commodities | \$ 3,500.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 10,500.00 |
| V. Travel | \$ - | \$ - | \$ - | \$ - |
| VI. Other | \$ - | \$ - | \$ - | \$ - |
| Estimated Total | \$ 72,924.12 | \$ 74,996.89 | \$ 77,131.83 | \$ 225,052.84 |

Narrative

| Personal Services | | | | | Estimated Total |
|-------------------|------------------------|--------------|--------------|---------------------------|----------------------|
| I. | | | | | |
| Position | Employee Name | Salary | Salary | Salary | |
| Instructor | | \$ 43,000.00 | \$ 44,290.00 | \$ 45,618.70 | \$ 132,908.70 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 132,908.70 |
| II. | Fringe Benefits | | | | |
| | Health | \$ 25,000.00 | \$ 25,750.00 | \$ 26,522.50 | \$ 77,272.50 |
| | Life | \$ 55.20 | \$ 55.20 | \$ 55.20 | \$ 165.60 |
| | FICA | \$ 645.00 | \$ 664.35 | \$ 684.28 | \$ 1,993.63 |
| | RHP | \$ 258.00 | \$ 265.74 | \$ 273.71 | \$ 797.45 |
| | Workmans Comp | \$ 189.20 | \$ 194.88 | \$ 200.72 | \$ 584.80 |
| | Unemployment | \$ 252.72 | \$ 252.72 | \$ 252.72 | \$ 758.16 |
| | EAP | \$ 24.00 | \$ 24.00 | \$ 24.00 | \$ 72.00 |
| | | | | Estimated Subtotal | \$ 81,644.14 |
| III. | Equipment | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| IV. | Commodities | | | | |
| | Supplies | \$ 3,500.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 10,500.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 10,500.00 |
| V. | Travel | | | | |
| | | | | | \$ - |
| VI. | Other Costs | | | | |
| | | | | Estimated Subtotal | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |

Estimated Program Total \$ 225,052.84

PRICING

VENDOR: Lake Land College

Institution: YC Harrisburg & St. Charles

Program: Indirect

| | FY20 | FY21 | FY22 | Estimated Total |
|----------------------|--------------|--------------|--------------|--------------------|
| I. Personal Services | \$ - | \$ - | \$ - | \$ - |
| II. Fringe Benefits | \$ - | \$ - | \$ - | \$ - |
| III. Equipment | \$ - | \$ - | \$ - | \$ - |
| IV. Commodities | \$ - | \$ - | \$ - | \$ - |
| V. Travel | \$ - | \$ - | \$ - | \$ - |
| VI. Other | \$ 66,616.64 | \$ 68,181.17 | \$ 69,792.64 | \$ 204,590.45 |
| Estimated Total | \$ 66,616.64 | \$ 68,181.17 | \$ 69,792.64 | \$ 204,590.45 |

Narrative

| | | | | | |
|----------------------|---------------|--------------|--------------|--------------------|--------------------|
| I. Personal Services | | | | | |
| Position | Employee Name | Salary | Salary | Salary | Estimated Total |
| | | | \$ - | \$ - | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| II. Fringe Benefits | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| III. Equipment | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| IV. Commodities | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| V. Travel | | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| VI. Other Costs | | | | | |
| | Indirect | \$ 66,616.64 | \$ 68,181.17 | \$ 69,792.64 | \$ 204,590.45 |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 204,590.45 |

Estimated Program Total \$ 204,590.45

PRICING

VENDOR: Lake Land College

Institution: _____

Program: Overall Admin

| | FY20 | FY21 | FY22 | Estimated Total |
|------------------------|---------------------|---------------------|---------------------|----------------------|
| I. Personal Services | \$ 47,588.00 | \$ 49,005.50 | \$ 50,480.54 | \$ 147,074.04 |
| II. Fringe Benefits | \$ 17,313.27 | \$ 17,822.46 | \$ 18,347.29 | \$ 53,483.02 |
| III. Equipment | \$ - | \$ - | \$ - | \$ - |
| IV. Commodities | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 1,500.00 |
| V. Travel | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 12,000.00 |
| VI. Other | \$ - | \$ - | \$ - | \$ - |
| Estimated Total | \$ 69,401.27 | \$ 71,327.96 | \$ 73,327.83 | \$ 214,057.06 |

Narrative

| | | Personal Services | | | Estimated Total |
|--------------------------------|----------------------|-------------------|--------------|---------------------------|----------------------|
| I. | | | | | |
| Position | Employee Name | Salary | Salary | Salary | |
| Dean | Jennifer Billingsley | \$ 10,300.00 | \$ 10,609.00 | \$ 10,927.27 | \$ 31,836.27 |
| Dean | Brandon Young | \$ 10,300.00 | \$ 10,609.00 | \$ 10,927.27 | \$ 31,836.27 |
| Admin Assistant | Sierra Herendeen | \$ 26,988.00 | \$ 27,787.50 | \$ 28,626.00 | \$ 83,401.50 |
| | | | | Estimated Subtotal | \$ 147,074.04 |
| II. | Fringe Benefits | | | | |
| | Health | \$ 16,295.85 | \$ 16,784.73 | \$ 17,288.27 | \$ 50,368.85 |
| | Life | \$ 55.20 | \$ 55.20 | \$ 55.20 | \$ 165.60 |
| | FICA | \$ 404.82 | \$ 416.81 | \$ 429.39 | \$ 1,251.02 |
| | RHP | \$ 161.93 | \$ 166.73 | \$ 171.76 | \$ 500.42 |
| | Workmans Comp | \$ 118.75 | \$ 122.27 | \$ 125.95 | \$ 366.97 |
| | Unemployment | \$ 252.72 | \$ 252.72 | \$ 252.72 | \$ 758.16 |
| | EAP | \$ 24.00 | \$ 24.00 | \$ 24.00 | \$ 72.00 |
| | | | | Estimated Subtotal | \$ 53,483.02 |
| III. | Equipment | | | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| IV. | Commodities | | | | |
| | Supplies | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 1,500.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ 1,500.00 |
| V. | Travel | | | | |
| | Travel | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 12,000.00 |
| VI. | Other Costs | | | | |
| | | | | Estimated Subtotal | \$ 12,000.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Estimated Subtotal | \$ - |
| Estimated Program Total | | | | | \$ 214,057.06 |

ILLINOIS DEPARTMENT OF JUVENILE JUSTICE (IDJJ)

CONTRACT SPECIFICATIONS AND CONDITIONS

FOR VOCATIONAL PROGRAMS

(Exhibit A)

Vendor agrees to administer and provide post-secondary vocational programs to IDJJ students on-site at IDJJ's Illinois Youth Centers (hereafter "Youth Center") as identified in the Pricing section of the contract. Any additional classes not identified in the contract or by an approved amendment will not be charged against the contract. Any reduction in classes contained in the contract or approved amendment must have the approval of the Youth Center's Principal or Superintendent and the approval of the School District 428 Superintendent prior to the time said services are reduced.

1 Schedule of Work

- 1.1 Services shall be provided in accordance with the Contractual School Calendar provided by the Vendor and approved by the School District 428 Superintendent. The Contractual School Calendar shall indicate the days designated for in-service or orientation required by the Vendor, as well as approved holidays when instruction will not be provided. Services shall not be provided by Vendor's employees on days designated as holidays by the State of Illinois.
- 1.2 Services in full-time programs shall be provided a minimum of 40 hours per week. A 40 hour work week shall consist of 7.5 hours of work five days per week with a 30-minute meal period for a five-day work week or 9.5 hours 3 days per week and 9 hours 1 day per week with a 30-minute meal period each day for a four-day work week. Unless otherwise agreed to by the Vendor and the School District 428 Superintendent, half-time services are defined as a 20-hour work week with a daily schedule to be mutually agreed upon by the Vendor and the School District 428 Superintendent. Any exception to work schedules must be approved in advance in writing by the School District 428 Superintendent.
- 1.3 Instructional services may be interrupted in credit programs a maximum of one day each quarter or every three months for reporting responsibilities; however, notification of reporting days shall be given to the Youth Center's Principal ten working days prior to the reporting days being taken. IDJJ reserves the right to cancel and reschedule reporting days based upon the operational needs of the Agency and Youth Center as determined by the School District 428 Superintendent or the Youth Center's Superintendent. Any changes must have prior discussion and approval from the School District 428 Superintendent.
- 1.4 All employees of the Vendor shall sign-in and sign-out on forms as designated by IDJJ.
- 1.5 The Pricing section of the contract provided by the Vendor and incorporated by reference as a part of this contract shall identify the name of the Vendor's fulltime employee(s), annual salary, fringe benefits, working hours, and days to be worked. Any permanent changes in the class schedule, annual salary, working hours, or days worked shall require

approval of the Youth Center's Superintendent and/or Principal, and the School District 428 Superintendent.

- 1.6 In the event educational or vocational instruction is canceled by action of IDJJ the Vendor's employees covered by this contract or approved amendments, shall continue to report to their work station according to their work schedule. Employees of the Vendor shall not be relieved of their work unless specifically directed by the Youth Center's Superintendent or designee and/or Principal.

2 Time Away From Work Location

- 2.1 Vendor shall provide instructional staff during all hours scheduled in the Contractual School Calendar. If the individual normally assigned by Vendor to provide instruction according to that schedule is not available, Vendor shall provide an appropriate substitute instructor to cover the instruction as scheduled in accordance with the Vendor's substitute teacher procedures.
- 2.2 Use of approved time off and sick time by employees of the Vendor shall be the responsibility of the Vendor.

3 Vendor Reporting Responsibilities

3.1 Educational Records

- 3.1.1 The Vendor shall maintain and make available appropriate records as indicated by the Youth Center's Principal. The Vendor shall make available other records including competency checklists or grades to the Youth Center or its Principal as requested.
- 3.1.2 The Vendor shall assure that each youth registered as a student by the Vendor and receiving post-secondary credits shall complete and sign the "Release of Information" form authorizing IDJJ and the Youth Center to receive official copies of grades, copies of certificates, transcripts, or other educational records maintained by the Vendor and its employees.
- 3.1.3 The Vendor shall ensure that each instructor maintains student files for audit purposes and signed safety agreements for all students enrolled in vocational programs.

3.2 Fiscal Records

- 3.2.1 The Vendor shall provide a final accounting report following the conclusion of the contract year. Payments for the next contractual year may be withheld until this final report has been received.

- 3.2.2 The Vendor shall allow staff access to any and all fiscal records which are directly or indirectly identified as a cost in the contract.

4 Compensation

- 4.1 Payments will be processed by IDJJ upon receipt and review of proper invoices. A separate invoice for the categories below must be submitted as described in Section 2 of the contract:
- 4.1.1 Expenditures made by the Vendor for actual costs of the Vocational Prep Program (includes Personnel, Fringe Benefits, Commodities and Travel, but no Indirect Costs).
- 4.1.2 Expenditures made by the Vendor for all other programs in the contract including Indirect Costs (which consist of 10% of the costs of the vocational programs excluding Administration and Vocational Prep). This invoice must reflect a deduction of actual other income received plus 1/12 of the anticipated ICCB income.
- 4.2 Final payment shall be based on the June invoice and the final income/expenditure report. Payment will be made only for services actually rendered during the 12-month contractual period.
- 4.2.1 All grants and reimbursements paid to the Vendor by sources other than IDJJ in support of IDJJ's students shall be applied as project income against the cost of this contract. Any funds received by the Vendor as a result of participation of IDJJ's students, which exceeds actual costs of operating the program, shall be used for additional IDJJ programs or supplies or equipment. The Vendor shall reimburse IDJJ for any payments made by the Department which duplicate grants and reimbursements paid to the Vendor by sources other than IDJJ. In the event this contract is terminated or is not renewed, any future funds, including but not limited to Illinois Community College Board Reimbursement, Pell Grants, Illinois Financial Assistance Act Grants, and others received by the Vendor as a result of IDJJ's students' participation in programs, shall be returned to IDJJ.
- 4.2.2 All equipment, commodities and materials purchased by this contract will become the property of IDJJ with the exception of those items purchased by Community Colleges with Carl Perkins LLC grant funds.

5 General Requirements

- 5.1 All applicants for positions funded by the contract will be required to cooperate with IDJJ by approving a background investigation as a condition of employment. Prior to final

approval, any applicant for a position covered under this contract will be required to provide a urine sample as part of their background investigation. In addition, all contractual personnel who perform on-site services may be required to undergo a urinalysis or blood test if there is reasonable suspicion to believe that they are under the influence of or using controlled substances or marijuana. All employees who provide services will be subject to IDJJ's Random Drug Testing Program. Authorization shall be received from IDJJ prior to any applicant being employed in a position funded by the contract.

5.1.1 All employees hired by the Vendor, full-time or part-time, shall be required to complete the appropriate sections of the Contractual Applicant Information Sheet. A copy of this application shall be filed with the Youth Center's Principal. All employees hired by the Vendor, full-time or part-time, shall be required to complete the Contractual Applicant Request for Release of Information Form, the Contractual Applicant Drug Test Consent Form, and the Contractual Applicant Waiver and Consent to Search while working on State Property form. The above named three forms must be kept in the contractual employee's personnel file at the work location and are subject to audit. All employees hired by the Vendor, full-time or part-time, shall be required to complete and sign the New Contractual Employee Orientation Form.

5.1.2 All contractual employees shall be required to submit to Tuberculosis (TB) testing following IDJJ procedures.

5.2 The Vendor agrees to cooperate in any investigation of an employee of the Vendor who is charged with participating in activities which may compromise the security of the Youth Center or who is charged with a violation of a federal, state or local law, court orders, IDJJ Administrative Regulations, Administrative Directives, Institutional Directives, or conditions of this contract, while performing their contractual responsibilities. Any discipline recommended by IDJJ as a result of an investigation of an employee of the Vendor shall be submitted to the Vendor in written form.

5.2.1 If the Vendor is unwilling to accept the recommended discipline, the Vendor shall agree to meet with IDJJ to resolve the dispute. In the event the employee of the Vendor is denied admittance to the Youth Center as a result of a violation of the rules, laws, orders and directives set forth in Section 5.1, 5.1.1, and 5.1.2.

5.2.2 The Vendor shall provide equivalent substitute personnel to perform the duties. IDJJ may withhold payment to the Vendor for the loss of services provided by the employee of the Vendor.

5.2.3 If an employee of the Vendor is charged with violating any of the above-mentioned rules, laws, orders and directives as set forth in Section 5.1, 5.1.1, and 5.1.2 and is locked out by action of IDJJ, then IDJJ shall withhold payment for the

loss of contractual services unless the employee of the Vendor is, after an investigation by IDJJ, found not to be in violation of the above-mentioned rules, laws, orders and directives as set forth in Section 5.1, 5.1.1, and 5.1.2.

- 5.3 Vendor's employees providing services under this contract or an approved amendment shall participate in appropriate in-service activities such as required by IDJJ. All full-time employees of the Vendor assigned to provide services under the provision of this contract after the effective date of this contract shall attend the Corrections Training Academy for the Pre-Service Security Orientation Training. The employee of the Vendor shall be required to comply with IDJJ and institutional regulations, including all federal regulations, state statutes, Departmental Rules, administrative directives and institutional directives governing IDJJ facilities in which the Vendor provides services.
 - 5.3.1 The Vendor shall notify all employees on an annual basis of their obligation to report the following information to the Youth Center's Principal:
 - 5.3.2 Any close associate, relative, family member, or friend who the employee knows is employed by IDJJ or a vendor of IDJJ. The employee is required to report this information one time only if there is no change in the information previously reported.
 - 5.3.3 Any close associate, relative, family member, or friend who the employee knows is or has become incarcerated in IDJJ. The employee is required to report this information one time only if there is no change in the information previously reported.
- 5.4 Vendor's employees providing services under this contract or by an approved amendment shall be employees of the Vendor. All salaries, fringe benefits, and travel expenses relating to performing activities specified in the approved contract or amendment shall be the responsibility of the Vendor.
- 5.5 Employees of the Vendor who are assigned to provide services under this contract on a full-time basis shall not be permitted to participate in activities which are not directly related to services specified in this contract except as expressly approved in advance and in writing by IDJJ. Employees of the Vendor who are assigned to provide services under this contract on a part-time basis shall not be permitted to participate in activities which are not directly related to services specified in this contract during scheduled work hours.
- 5.6 Employees of the Vendor shall not accept any secondary employment in which the employee knowingly comes in frequent contact with any IDJJ youth or releasee without first obtaining written approval from IDJJ.
- 5.7 Employees of the Vendor shall not knowingly socialize with or engage in business transactions with any IDJJ youth or releasee or a relative or known close associate of an

IDJJ youth or releasee except in the performance of an assignment or as approved in writing by IDJJ.

- 5.8 The Vendor agrees to submit, in advance, to IDJJ, any applications for any grants or written agreements with any agency, individual, or party that will affect the services provided by the Vendor that are not specifically covered by the Contractual Agreement.
- 5.9 The Vendor agrees that all research documents, computer programs, and other work products produced by individuals funded under the terms of this contract shall become and remain the property of IDJJ unless expressly exempt by written notification from IDJJ. This condition shall not apply to those documents and work products developed by the Vendor and authorized by the IDJJ Administrative Directives or documents and reports required of the Vendor in order to function as a post-secondary educational institution.
 - 5.9.1 All part-time and full-time employees shall be required to read and sign the "Computer Security Agreement" form. These requirements shall be reviewed with employees annually.
- 5.10 The Vendor agrees to provide instruction that utilizes those standardized curricula that have been developed by the Curriculum Revitalization Process and approved by the Illinois Community College Board for implementation in IDJJ Youth Centers.
- 5.11 For purposes of this contract, the term "Vendor's employees" or "employees of Vendor" shall include any person performing services for remuneration.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.
33. Vendor certifies that, for the duration of this contract it:
- will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

