



# STATE OF ILLINOIS

## CONTRACT APPROVAL SHEET

Request ID: 14-000000080981	Relevant Category: Telecom
Agency: CMS-Central Management Services	Contract Type: Inter-governmental Agreeme
Requester: James Ellenberg	Initial Term: 08/01/2013 thru 09/30/2013
Proc. Approach: Terms and Conditions Contr	Initial Est. Value: \$ 0.00
Master Contract:	Total Award Value: \$ 0.00
Project Title: CIRBN Sub Recipient Agreement	

Funding Source	Fiscal Year	Value
0312 - COMMUNICATIONS REVOLVING	2014	\$0.00

Vendor	Vendor Award	Contract Number	Contract Value
CIRBN, LLC	Yes		\$0.00

**Objective:**

execute zero dollar sub recipient agreement with CIRBN for 8-1-13 thru 9-30-13.

CMS is the ARRA NTIA-BTOP grant recipient and ISU is the sub-recipient of the grant. This outlines both parties requirements and reporting duties. This will extend the agreement out thru 9-30-13 which is the end of the grant

Reviewed by (Title)*	SIGNATURE	DATE
Reviewed by (Title)*	SIGNATURE	DATE
CMS Legal*   BCCS <span style="float: right;">KMS</span>	SIGNATURE	DATE <span style="float: right;">8/20/13</span>
CMS Portfolio Manager or Designee*	SIGNATURE	DATE
Paul Romiti Agency Chief Fiscal Officer**	SIGNATURE	DATE
Kevin Connor Chief Legal Counsel**	SIGNATURE	DATE
Malcolm Weems Agency Head**	SIGNATURE	DATE

\* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.  
 \*\* Signature Required if > or = to \$250K.

## Sub-Recipient Agreement

<b>Sub-Recipient Agreement</b>	
<u>Institution/Organization ("Prime Recipient")</u>	<u>Institution/Organization ("Sub-Recipient")</u>
<b>Name:</b> State of Illinois, Central Management Services Agency	<b>Name:</b> CIRBN, LLC
<b>Prime Award No.:</b> NT10BIX5570108	<b>CFDA No.:</b> 11.557
<b>Awarding Agency:</b>	<b>Subaward No.:</b> 002
1330 - National Oceanic and Atmospheric Administration	<b>Amount Funded this Action</b>
For the US Department of Commerce, National Telecommunications and Information Administration	\$0
<b>Subaward Period of Performance</b>	<b>Est. Total (if incrementally funded)</b>
<b>Budget Period:</b>	<b>Estimated Project Period (if incrementally funded):</b>
From: August 1, 2013 ... To: September 30, 2013	
<b>Project Title</b>	
IBOP EC, Illinois Broadband Opportunity Partnership East Central Region	
<b>Reporting Requirements</b> [Check here if applicable: <input type="checkbox"/> See Attachment 4] <input checked="" type="checkbox"/> Reporting and ARRA Funds (Attachment 4A)	

### Recitals

This Sub-Recipient Agreement establishes mutual understandings and agreements between the Department of Central Management Services ("CMS") and CIRBN LLC ("LLC"), an Illinois not-for-profit limited company, with respect to the Illinois Broadband Opportunity Project – East Central ("IBOP-EC") Project.

WHEREAS, CMS, also referred to herein as "Prime Recipient" and the Board of Trustees of Illinois State University ("ISU") partnered to submit a grant proposal to the U.S. Department of Commerce for the IBOP-EC project;

WHEREAS, CMS, received a grant from the U.S. Department of Commerce for IBOP-EC;

WHEREAS, ISU and CMS entered into a Sub-Recipient Agreement No. NT10BIX5570108-001 dated January 10, 2011, providing that ISU would develop the Central Illinois Broadband Network ("CIRBN") and has established a Limited Liability Company (LLC) as described in the above-referenced grant proposal to the U.S. Department of Commerce;

WHEREAS the above-referenced Sub-Recipient Agreement and grant proposal provided that, subject to approval of the Department of Commerce, the assets created or procured during the execution of the grant that comprise the CIRBN network would be transferred to LLC and the LLC will assume operational responsibility for the network;

WHEREAS, the Department of Commerce requested that CMS and the LLC to enter into a Sub-Recipient Agreement with CMS prior to assuming the assets and operational responsibility for the network, and;

WHEREAS, the parties find it mutually beneficial to enter into an agreement to establish the guidelines for the LLC performing services, as Sub-Recipient.

NOW, THEREFORE, CMS AND LLC agree as follows:

### Terms and Conditions

1 -Prime Recipient hereby awards subaward, as described above, to Sub-Recipient. The statement of work and for this subaward are (check one):  as specified in Sub-Recipient's proposal dated \_\_\_\_; or  as shown in Attachment 5. In its performance of subaward work, Sub-Recipient shall be an independent entity and not an employee of Prime Recipient.

2. Prime Recipient agrees to provide all items shown in Attachment 6.

3. This Agreement may not be assigned, transferred in whole or in part by the Sub-Recipient without the prior written consent of the Prime Recipient. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Technical reports are required as shown in "Reporting Requirements" in Attachment 4.

4. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.

5. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

6. Either party may terminate this Subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B.

7. All extensions, including no-cost extensions, require the approval of the Prime Recipient. Any request for an extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.

8. The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in the Attachments.

9. By signing below Sub-Recipient makes the certifications and assurances shown in Attachments 1 and 2. Sub-Recipient also assures that it will comply for the duration of the grant funded project with applicable federal, American Recovery and Reinvestment Act, Department of Commerce, Broadband Technology Opportunity Program statutory and regulatory requirements which can found at <http://www2.ntia.doc.gov/compliance>.

This Agreement, consisting of the signature page and any attachments referenced in this Agreement, constitutes the entire Agreement between the Parties concerning the subject matter of the Agreement, and supersedes all prior proposals, Agreements and understandings between the Parties concerning the subject matter of the Agreement. This Agreement can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

<p>By an Authorized Official of Prime Recipient:</p> <p><i>Malcolm Weems</i> <i>by Daniel Layzell</i></p> <p>8/28/13</p> <p>Date</p>	<p>By an Authorized Official of Sub-Recipient:</p> <p><i>Daniel Layzell</i></p> <p>8/22/13</p> <p>Date</p> <p>Dr. Daniel Layzell Member Representative CIRBN, LLC</p>
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**Attachment 1**  
**Sub-Recipient Agreement**  
**Federal Certifications and Assurances**

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By signing the Subaward Agreement, the authorized official of Sub-Recipient certifies, to the best of his/her knowledge and belief, that:

**1) Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):**

As required by OMB, Vendor or Sub-recipient makes the following certifications, as applicable:

- a) Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described herein.
- b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.
- c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- d) Will initiate and complete the work described in the Statement of Work within the applicable time frame.
- e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
  - i) Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
  - ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
  - iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
  - v) The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;
  - vi) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - vii) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
  - viii) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;
  - ix) The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 *et seq.*
- f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
  - i) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - ii) Notification of violating facilities pursuant to Executive Order 11738;
  - iii) Protection of wetlands pursuant to Executive Order 11990;
  - iv) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - v) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - vi) Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - vii) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - viii) Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - ix) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.
- g) Will comply with all other federal statutes applicable to the ARRA-funded project, including but not limited to:
  - i) Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
  - ii) The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
  - iii) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
  - iv) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
  - v) Executive Order 11593, which relates to identification and protection of historic properties;
  - vi) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
  - vii) The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
  - viii) The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

2)

**Subcontracts:**

To the extent Sub-recipient is required by federal law, any work, commodity, or professional services subcontracted/subawarded for shall be specified by written contract, and shall be subject to all provisions contained in this Award. Subawards/Subcontracts of \$25,000 or more must be approved in writing by the Agency prior to their effective dates. Sub-recipient shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

3) **Certifications Regarding Lobbying:**

Sub-Recipient certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than \$100,000 pursuant to this Agreement, Sub-Recipient agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subawardee/subcontractor will receive more than \$100,000 in federal funds pursuant to this Agreement, Sub-Recipient will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subawardee/subcontractor. The Sub-Recipient must provide these certifications and disclosures as required by the Agency.

4) **Disadvantaged Business Enterprise (DBE) Assurance:**

Sub-Recipient certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party award/contract, or subaward/subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.

5) **Drug Free Workplace:**

Sub-Recipient certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended.

6) **Procurement Compliance Certification:**

Sub-Recipient certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Sub-Recipient certifies that it will include in its subawards/contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations. Sub-Recipient further certifies that when required by federal law it will include in its subaward/subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.

7) **Standard Assurance:**

Sub-Recipient recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Sub-Recipient agrees that the most recent federal requirement will apply to the project to the extent that the federal modifications require application to the existing awards/contracts.

8) **Federal Debarment/Suspension:**

Sub-Recipient certifies that neither the sub-recipient nor its subawardees/subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

9) **Eligibility for Employment in the United States:**

The Sub-Recipient shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Sub-Recipient to verify that persons employed by the Sub-Recipient are eligible to work in the United States.

10) **Exhibits and Amendments:**

Any amendment to this Sub-Recipient Agreement must be signed by the parties to be effective. The Sub-Recipient shall perform the services subject to this Sub-Recipient Agreement in accordance with all terms, conditions, and provisions set forth in the Sub-Recipient Agreement, and in any Sub-Recipient Agreement exhibits and amendments.

The requirements listed in this section may apply to the federally funded project. The Sub-Recipient agrees to include the applicable requirements in each agreement/contract with the State as required by the State and in each subaward/subcontract as required by federal law when such Sub-Recipient Agreements/contracts and subawards/subcontracts are financed entirely or in part with federal assistance.

## **ARRA REQUIREMENTS:**

Procurements under this sub-recipient agreement might be made with American Recovery and Reinvestment Act of 2009 ("ARRA") funds. As such, to the extent procurements are being made with ARRA funds, and so long as the State of Illinois has advised Supplier that ARRA funds will be used on a project under the applicable sub-recipient agreement, in addition to any other applicable federal laws, this sub-recipient agreement is subject to all applicable requirements of ARRA, including but not limited to the following requirements and any additional requirements set out by the federal government, including any applicable funding agency guidance.

### **1) REVISIONS TO REQUIREMENTS**

The Federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Sub-Recipient will be provided these details as they become available. Sub-Recipient acknowledges that this attachment may be revised pursuant to ongoing guidance from the relevant federal or State agency regarding requirements for ARRA funds to the extent new requirements apply to already existing sub-recipient agreements. Sub-Recipient agrees to abide by any such revisions upon receipt of written notification from the State of the revisions, which will automatically become a material part of this attachment, without the necessity of either party executing any further instrument so long as such revisions are required by federal law to apply to the already existing Sub-Recipient Agreement.

### **2) CONFLICTING REQUIREMENTS**

Sub-Recipient agrees that to the extent ARRA requirements conflict with State of Illinois requirements, the ARRA requirements shall control.

### **3) FALSE CLAIMS ACT**

Sub-Recipient agrees that it shall promptly refer to an appropriate federal Inspector General any credible evidence that a principal, employee, agent, subgrantee, subcontractor, or other person associated with the applicable sub-recipient agreement has committed a false claim under the False Claims Act or any other offense covered by the mandatory disclosure rule.

### **4) ENFORCEABILITY**

Sub-Recipient agrees that if Sub-Recipient or one of its Subgrantees/subcontractors fails to materially comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit, to the extent that federal law requires the withholding, suspension or recovery of funds. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

### **5) SEPARATE TRACKING AND REPORTING OF ARRA FUNDS**

Sub-Recipient agrees that ARRA funds may be used in conjunction with other funding as necessary to complete projects. Sub-Recipient agrees to collaborate with the State to track and report the ARRA-funded component to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Sub-Recipients must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

### **6) SECTION 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFIC**

Contracts awarded using ARRA funds must allow the U.S. Comptroller General and his or her representatives, with authority, to:

- a) examine any records of the Vendor, of its subcontractors, or of any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- b) interview any officer or employee of the Vendor, or of any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his or her representatives shall have the authority and rights provided under Section 902 of the ARRA, with respect to this contract which is funded, either in whole or in part, with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

### **7) SECTION 1512. REPORTS ON USE OF FUNDS**

Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Sub-Recipient agrees that not later than 5 days after the end of each calendar quarter, or more frequently as directed by the State, the Sub-Recipient shall submit a report to the State that contains:

- a) The total amount of ARRA funds received by Sub-Recipient during the quarterly reporting period;
- b) The amount of ARRA funds that were expended or obligated by Sub-Recipient during the quarterly reporting period;
- c) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - i) the name of the project or activity;
  - ii) a description of the project or activity;
  - iii) an evaluation of the completion status of the project or activity;
  - iv) an estimate of the number of jobs created and the number of jobs retained by the project or activity;

- v) names and total compensation of each of the five most highly compensated officers of the Sub-Recipient for the calendar year in which the contract is awarded if—
    - (1) In the Sub-Recipient's preceding fiscal year, the Sub-Recipient received—
      - (a) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
      - (b) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements
  - d) For any subcontracts equal to or greater than \$25,000:
    - i) The name of the entity/subcontractor receiving the subaward;
    - ii) The amount of the subaward;
    - iii) The transaction type;
    - iv) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
    - v) Federal program source;
    - vi) An award title descriptive of the purpose of each funding action;
    - vii) The location of the entity receiving the subaward;
    - viii) The primary performance location of the subaward, including the city, state, congressional district, and country;
    - ix) A unique identifier (DUNS Number) of the entity receiving the subaward and the parent entity of entity/subcontractor, should the entity be owned by another; and
    - x) The names and total compensation of the five most highly compensated officers of the subcontractor if it received: 1) 80% or more of its annual gross revenues in federal awards; and 2) \$25M or more in annual gross revenue from federal awards.
  - e) For any subcontracts of less than \$25,000, the information required in Paragraph 4 above may be reported in the aggregate and requires the certification of an authorized officer of Sub-Recipient that the information contained in the report is accurate.
  - f) Any other information reasonably requested by the State or required by state or federal law or regulation.
- 8) **SECTION 1515(a). ACCESS OF FEDERAL OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES**  
 The Sub-Recipient is advised that representatives of federal inspector general offices have the authority to examine any record and interview any employee or officer of the Sub-Recipient, its subgrantees/subcontractors, or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of a federal inspector general office.
- 9) **SECTION 1553. PROTECTING STATE GOVERNMENT, LOCAL GOVERNMENT, AND CONTRACTOR WHISTLEBLOWERS**  
 Employees of employers receiving federal funds may not be discharged, demoted, or otherwise discriminated against in retaliation for disclosing information that the employee reasonably believes is evidence of:
  - a) gross mismanagement of a contract or grant relating to federal funds;
  - b) a gross waste of federal funds;
  - c) a substantial and specific danger to public health or safety related to the implementation or use of federal funds;
  - d) an abuse of authority related to the implementation or use of federal funds; or
  - e) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract).
 The Sub-Recipient shall post notice of employees' rights and remedies for whistleblower protections provided under section 1553 of the ARRA. The Sub-Recipient shall include the substance of this clause, including this paragraph, in all subawards/ subcontracts.
- 10) **SECTION 1604. PROHIBITION ON USE OF FUNDS**  
 Sub-Recipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pool, or any other item prohibited by ARRA.
- 11) **SECTION 1605. BUY AMERICAN, USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS**  
 Sub-Recipient agrees that, in accordance with ARRA Section 1605, neither the Sub-Recipient nor its subawardees/subcontractor will use funds appropriated or otherwise made available by ARRA for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, in a manner consistent with the United States' obligations under international agreements unless an exception under section 1605(b) applies. Sub-Recipient understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, Section 1605.
- 12) **SECTION 1606. WAGE REQUIREMENTS**  
 Sub-Recipient agrees that, to the extent it hires laborers or mechanics for a particular engagement, in accordance with ARRA Section 1606, both it and its subgrantees/subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with ARRA funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Illinois is located at:  
<http://www.gpo.gov/davisbacon/il.html>

13) **DBE REQUIREMENTS**

The Sub-Recipient shall comply with all applicable federal Disadvantaged Business Enterprise (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, to the extent applicable under State law, the Sub-Recipient shall comply with the State of Illinois' Business Enterprise Program ("BEP") [http://www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm). In the event this agreement is a grant agreement not covered by federal DBE requirements, the Sub-Recipient shall use reasonable and good faith efforts to solicit and utilize BEP-certified Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs) and businesses owned and controlled by persons with disabilities (PBEs) for those contracting, subcontracting, and purchase opportunities that exist and report utilization to the BEP.

14) **RECORDS RETENTION**

The Sub-Recipient shall retain all such contract records intact in a form, if not original documents, as may be approved by the federal government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the State.

15) **SUBCONTRACTOR REQUIREMENTS**

Sub-Recipient agrees that it shall include these standard ARRA terms and conditions, to the extent that they are required by federal law, including this requirement, in any of its subawards/subcontracts that are funded in whole or in part with ARRA funds.

16) **NOTICE OF FUNDING AVAILABILITY (NOFA)**

Sub-Recipient agrees that it shall comply with requirements of the Department of Commerce, National Telecommunications and Information Administration Broadband Technology Opportunities Program, 75 FR 3792, January 22, 2010 Notice of Funding Availability (NOFA).



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**Attachment 2**  
**Sub-Recipient Agreement**  
**State Certifications and Assurances**

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By signing the Subaward Agreement, the authorized official of Sub-Recipient certifies, to the best of his/her knowledge and belief, that:

**2.1 WARRANTIES FOR SUPPLIES AND SERVICES**

**2.1.1** Sub-Recipient warrants that the supplies furnished under this Agreement will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the Prime Recipient or furnished by the Sub-Recipient and agreed to by the Prime Recipient, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, 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.

**2.1.2** Sub-Recipient warrants that all services will be performed to meet the requirements of the Agreement in an efficient and effective manner by trained and competent personnel -Sub-Recipient shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Agreement, or who in any way violates the Agreement or Prime Recipient policies.

**2.2 REPORTING, STATUS AND MONITORING SPECIFICATIONS**

**2.2.1** Sub-Recipient shall immediately notify the Prime Recipient of any event that may have a material impact on Sub-Recipient's ability to perform the Agreement.

**2.2.2** Sub-Recipient shall provide timely and accurate status reports to the Prime Recipient as specified in the Prime Award. All status reporting specified in the Prime Award shall be done by the Prime Recipient.

**2.3 PAYMENT TERMS AND CONDITIONS**

**2.3.1** By submitting an invoice, Sub-Recipient certifies that the billable work provided meets all requirements of the Agreement, and the amount billed and expenses incurred are as allowed in the Agreement -Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the Prime Recipient no later than July 31 of that year; otherwise Sub-Recipient 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).

**2.3.2** Payments, including late payment charges, will be paid in accordance with the Prime Recipient Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable.

**2.3.3** The Prime Recipient will pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Agreement by the Parties as of the effective date of the Prime Award Agreement of August 1, 2010.

**2.3.4** As a condition of receiving payment Sub-Recipient must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (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. Sub-Recipient is responsible for contacting the Illinois Dept. of Labor 217-782-6206 <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the Prime Recipient upon request.

**2.4 STANDARD BUSINESS TERMS AND CONDITIONS**

**2.4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)** -This Agreement is contingent upon and subject to the availability of funds. The Prime Recipient, at its sole option, may terminate or suspend this Agreement, 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, (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.

- 2.4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)** -Sub-Recipient and its subcontractors shall maintain books and records relating to the performance of the Agreement or subcontract and necessary to support amounts charged to the Prime Recipient under the Agreement or subcontract -Books and records, including information stored in databases or other computer systems, shall be maintained by the Sub-Recipient for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by a subcontractor for a period of three 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 Sub-Recipient and its subcontractors must retain its records for five 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. Sub-Recipient 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 Prime Recipient for the recovery of any funds paid by the Prime Recipient under the Agreement for which adequate books and records are not available to support the purported disbursement. The Sub-Recipient or subcontractors shall not impose a charge for audit or examination of books and records.
- 2.4.3 TIME IS OF THE ESSENCE** -Time is of the essence with respect to Sub-Recipient's performance of this Agreement -Sub-Recipient shall continue to perform its obligations while any dispute concerning the Agreement is being resolved unless otherwise directed by the Prime Recipient.
- 2.4.4 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.
- 2.4.5 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 Agreement without penalty if performance does not resume within 30 days of the declaration.
- 2.4.6 CONFIDENTIAL INFORMATION.** Each Party, including its agents and subcontractors, to this Agreement 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 Agreement. Each Party shall presume all information received from the other Party or to which it gains access pursuant to this Agreement is confidential. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, 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.
- 2.4.7 USE AND OWNERSHIP** -All work performed or supplies created by Sub-Recipient under this Agreement, whether written documents or data, goods or deliverables of any kind, shall be deemed the Sub-Recipient's under copyright law and all intellectual property and other laws. Subrecipient acknowledges the Prime Recipient may use the work product for any purpose and will have a non-exclusive, perpetual license. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.
- 2.4.8 LIABILITY** - It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
- 2.4.9 INSURANCE** -Sub-Recipient shall, at all times during the term of the subaward and any renewals, maintain insurance for any equipment necessary to perform Sub-Recipient's obligations under this subaward in an amount that covers the full replacement value of such equipment.
- 2.4.10 INDEPENDENT CONTRACTOR** Sub-Recipient shall act as an independent contractor and not an agent or employee of, or joint venture with the Prime Recipient -All payments by the Prime Recipient shall be made on that basis.
- 2.4.11 SOLICITATION AND EMPLOYMENT** Sub-Recipient shall not employ any person employed by the Prime Recipient during the term of this Agreement to perform any work under this Agreement. Sub-Recipient shall give notice immediately to the Agency's director if Sub-Recipient solicits or intends to solicit Prime Recipient employees to perform any work under this Agreement.
- 2.4.12 COMPLIANCE WITH THE LAW** The Sub-Recipient, 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 Agreement. Sub-Recipient shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Sub-Recipient shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.

**2.4.13 BACKGROUND CHECK** Whenever the Prime Recipient deems it reasonably necessary for security reasons, the Prime Recipient may conduct, at its expense, criminal and driver history background checks of Sub-Recipient's and subcontractors officers, employees or agents with respect to this Sub-Recipient Agreement. Sub-Recipient or subcontractor shall reassign immediately any such individual who, in the opinion of the Prime Recipient, does not pass the background checks.

**2.4.14 APPLICABLE LAW** -This Agreement shall be construed in accordance with and is subject to the laws and rules of the Prime Recipient of Illinois -The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the Prime Recipient arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The Prime Recipient shall not enter into binding arbitration to resolve any contract dispute. Neither the Prime Recipient nor the Sub-Recipient waives sovereign immunity by entering into this Agreement. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the Prime Recipient does not unlawfully discriminate in employment, contracts, or any other activity.

**2.4.15 ANTI-TRUST ASSIGNMENT** If Sub-Recipient does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Agreement, then upon request of the Illinois Attorney General, Sub-Recipient shall assign to the Prime Recipient rights, title and interest in and to the claim or cause of action.

**2.4.16 CONTRACTUAL AUTHORITY** -The Agency that signs for the Prime Recipient shall be the only Prime Recipient entity responsible for performance and payment under the Agreement.

**2.4.17 NOTICES** -Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the Authorized Official, as shown in Attachment 3A for notices sent to Prime Recipient and to the Administrative Contact, as shown in Attachment 3B for notices sent to Sub-Recipient. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

**2.4.18 MODIFICATIONS AND SURVIVAL** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement 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 Prime Recipient's and the Sub-Recipient's terms, conditions and attachments, the Prime Recipient's terms, conditions and attachments shall prevail.

**2.4.19 PERFORMANCE RECORD / SUSPENSION** -Upon request of the Prime Recipient, Sub-Recipient shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the Agreement. The Prime Recipient may consider Sub-Recipient's performance under this Agreement and compliance with law and rule to determine whether to continue the Agreement, suspend Sub-Recipient from doing future business with the Prime Recipient for a specified period of time, or to determine whether Sub-Recipient can be considered responsible on specific future contract opportunities.

**2.4.20 FREEDOM OF INFORMATION ACT** -This contract and all related public records maintained by, provided to or required to be provided to the Prime Recipient are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.

## **2.5. STANDARD CERTIFICATIONS**

Sub-Recipient acknowledges and agrees that compliance with this section and each subsection for the term of the Sub-Recipient Agreement and any renewals is a material requirement and condition of this contract. By executing this contract Sub-Recipient certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this Sub-Recipient Agreement. Sub-Recipient shall include these Standard Certifications in any subaward/subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the Prime Recipient.

If this Sub-Recipient agreement extends over multiple fiscal years including the initial term and all renewals, Sub-Recipient and its subgrantees/subcontractors shall confirm compliance with this section in the manner and format determined by the Prime Recipient by the date specified by the Prime Recipient 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.

**2.5.1** As part of each certification, Sub-Recipient acknowledges and agrees that should Sub-Recipient 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 Prime Recipient may void the contract, and the Sub-Recipient 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.

**2.5.2** Sub-Recipient certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

**2.5.3** Sub-Recipient certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

**2.5.4** Sub-Recipient (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

**2.5.5** Sub-Recipient certifies it is a properly formed and existing legal entity (30 ILCS 500/1.12.5.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

**2.5.6** To the extent there was a incumbent Sub-Recipient providing the services covered by this contract and the employees of that Sub-Recipient that provide those services are covered by a collective bargaining agreement, Sub-Recipient 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 performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

**2.5.7** Sub-Recipient certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the Prime Recipient of Illinois or any other State, nor has Sub-Recipient made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

**2.5.8** If Sub-Recipient has been convicted of a felony, Sub-Recipient 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).

**2.5.9** If Sub-Recipient, or any officer, director, partner, or other managerial agent of Sub-Recipient, 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, Sub-Recipient certifies at least five years have passed since the date of the conviction. Sub-Recipient further certifies that it is not barred from being awarded a contract and acknowledges that the Prime Recipient shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

**2.5.10** Sub-Recipient certifies it is not barred from having a contract with the Prime Recipient based on violating the prohibition on providing assistance to the Prime Recipient in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the Prime Recipient (30 ILCS 500/50-10.5e).

**2.5.11** Sub-Recipient certifies that it and its affiliates are not delinquent in the payment of any debt to the Prime Recipient (or if delinquent has entered into a deferred payment plan to pay the debt), and Sub-Recipient and its affiliates acknowledge the Prime Recipient may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Sub-Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

**2.5.12** Sub-Recipient certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the Prime Recipient of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

**2.5.13** Sub-Recipient 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).

- 2.5.14** Sub-Recipient certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Sub-Recipient 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).
- 2.5.15** Sub-Recipient certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 2.5.16** Sub-Recipient 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).
- 2.5.17** Sub-Recipient 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 Prime Recipient (30 ILCS 500/50-40, 50-45, 50-50).
- 2.5.18** In accordance with the Steel Products Procurement Act, Sub-Recipient 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 grants an exception (30 ILCS 565).
- 2.5.19** a) If Sub-Recipient employs 25 or more employees and this contract is worth more than \$5000, Sub-Recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- b) If Sub-Recipient is an individual and this contract is worth more than \$5000, Sub-Recipient 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).
- 2.5.20** Sub-Recipient certifies that neither Sub-Recipient nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce -This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 2.5.21** Sub-Recipient 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).
- 2.5.22** Sub-Recipient certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 2.5.23** Sub-Recipient 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).
- 2.5.24** Sub-Recipient certifies it complies with the Prime Recipient Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the Prime Recipient 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).
- 2.5.25** Sub-Recipient certifies that no foreign-made equipment, materials, or supplies furnished to the Prime Recipient under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 2.5.26** Sub-Recipient certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the Prime Recipient until the violation is mitigated".
- 2.5.27** Sub-Recipient 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 Sub-Recipients and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the Prime Recipient, 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.
- 2.5.28** Sub-Recipient certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/itaa](http://www.dhs.state.il.us/itaa). (30 ILCS 587)
- 2.5.29** Sub-Recipient 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). Sub-Recipient will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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

Sub-Recipient is not required to register as a business entity with the Prime Recipient Board of Elections.

or

Sub-Recipient has registered and has attached a copy of the official certificate of registration as issued by the Board of Elections. As a registered business entity; Sub-Recipient acknowledges a continuing duty to update the registration as required by the Act.

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**Attachment 3A**  
**Sub-Recipient Agreement**  
**Prime Recipient Contacts**

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**Institution/Organization ("Prime Recipient")**

**Name** State of Illinois, Central Management Services, Bureau of Communications and Computer Services

**Address:** 120 West Jefferson Street

Attn: Ms. Lori Sorenson

Room 338

**City:** Springfield

**State:** Illinois

**Zip Code:** 62702-5170

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**Administrative Contact**

**Name:** Mr. Tom Batsios

**Address:** State of Illinois, Central Management Services, Bureau of Communications and Computer Services

120 West Jefferson Street

Room 3017

**City:** Springfield

**State:** Illinois

**Zip Code:** 62702-5170

**Telephone:** 217-557-3427

**Fax:**

**Email** Thomas.batsios@illinois.gov

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**Principal Investigator**

**Name** Ms. Lori Sorenson

**Address:** State of Illinois, Central Management Services, Bureau of Communications and Computer Services

120 West Jefferson Street

Room 338

**City:** Springfield

**State:** Illinois

**Zip Code:** 62702-5170

**Telephone** 217-557-6565

**Fax:**

**Email** lori.sorenson@illinois.gov

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**Financial Contact**

**Name** Mr. Ted Hasara

**Address:** State of Illinois, Central Management Services, Bureau of Communications and Computer Services

120 West Jefferson Street

Room 342

**City:** Springfield

**State:** Illinois

**Zip Code:** 62702-5170

**Telephone** 217-557-1966

**Fax:**

**Email** ted.hasara@illinois.gov

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**Authorized Official**

**Name** Ms. Lori Sorenson

**Address:** State of Illinois, Central Management Services, Bureau of Communications and Computer Services

120 West Jefferson Street

Room 338

**City:** Springfield

**State:** Illinois

**Zip Code:** 62702-5170

**Telephone** 217-557-6565

**Fax:**

**Email** lori.sorenson@illinois.gov

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**Attachment 3B**  
**Sub-Recipient Agreement**  
**Sub-Recipient Contacts**

**Institution/Organization ("Sub Recipient")**

Name CIRBN, LLC

Address: CAMPUS Box 3040

Attn: Ms. Janet Goucher  
310 Hovey Hall  
Campus Box 3040

City: Normal

State: Illinois

Zip Code: 61790-3040

EIN No.: 46-1304666

Institution Type -Non-Profit Limited Liability Corporation

Reg. in CCR?  Yes  No

Performance Site Same Address As Above?

DUNS No.:  
078680684

Congressional District:  
13

Congressional District:

Yes  No If No, Complete Sect. C of Attachment 4A

**Administrative Contact**

Name: Ms. Janet Goucher

Address: Illinois State University

310 Hovey Hall  
Campus Box 3040

City: Normal

State: Illinois

Zip Code: 61790-3040

Telephone: 309-438-2528

Fax:

Email: researchoffice @ilstu.edu

**Principal Investigator**

Name: Not applicable.

Address:

City:

State:

Zip Code:

Telephone

Fax:

Email

**Financial Contact**

Name: Not applicable.

Address:

City:

State:

Zip Code:

Telephone

Fax:

Email

**Authorized Official**

Name: Dr. Dan Layzell, Member Representative

Address: Illinois State University

302 Hovey Hall  
Campus Box 1200

City: Normal

State: Illinois

Zip Code: 61790-3040

Telephone 309-438-2143

Fax:

Email comptroller@ilstu.edu



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**Attachment 4**  
**Sub-Recipient Agreement**  
**ARRA Reporting Requirements**

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**Definition** - "Reporting" includes invoicing, ARRA Data Elements, and technical reporting.

**Amendment for Updated Reporting Requirements** -A unilateral amendment may be issued to update reporting requirements in response to any additional requirements or guidance from the OMB or Sponsor including, but not limited to, the definition of terms and data elements, and specific instructions for reporting and report formats.

**Compliance with the American Recovery and Reinvestment Act (ARRA) of 2009** -Sub-Recipient must comply with all requirements specified in Division A of the ARRA (Public Law 111-5), including reporting requirements outlined in Section 1512 of the Act.

**Responsibilities for Informing Sub-recipients** -If Sub-Recipient issues Subawards under this agreement, Sub-Recipient agrees to separately inform each Sub-Recipient, and document at the time of Subaward and at the time of disbursement of funds, the Federal award number, any CFDA number assigned for ARRA purposes, and amount of ARRA funds. (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

**Delegation of Reporting in federalreporting.gov** -Prime Recipient hereby

delegates  does not delegate ARRA quarterly reporting requirements to the Sub-Recipient.

Where reporting is delegated, Sub-Recipient shall directly submit all required data via federalreporting.gov as specified in the OMB memorandum "Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recover and Reinvestment Act of 2009" dated June 22, 2009, or subsequent OMB-issued guidance.

Where reporting is not delegated, Sub-Recipient shall submit quarterly ARRA reports to the Prime Recipient as follows.

In all cases, Prime Recipient reserves the rights delineated in 2 CFR 215.53 part E, to request additional detail from the Sub-Recipient as needed to comply with the terms and reporting requirements of the Prime award.

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**Quarterly ARRA (1512) Reports to Prime Recipient**

Quarterly ARRA reports are due no later than each of the following dates during the Subaward period of performance: **October 5, January 5, April 5, July 5**. The report template is available at [www.federalreporting.gov](http://www.federalreporting.gov).

Sub-Recipients' reports shall be submitted to: Prime Recipient Administrative Contact identified in Attachment 3A.

**BTOP Reports**

**Quarterly Reports**

- 1) SF 425 Federal Financial Report – Sub-Recipient shall submit a quarterly SF 425 Federal Financial Report (<http://www2.ntia.doc.gov/reporting>). The completed report is due to the Prime Recipient Administrative Contact identified in Attachment 3A. The completed report is due the 10<sup>th</sup> day following the end of each quarter (January 10, April 10, July 10, October 10).
- 2) NTIA Performance Progress Report – Sub-Recipient shall submit a quarterly Performance Progress Report (<http://www2.ntia.doc.gov/reporting>). The completed report is due to the Prime Recipient Administrative Contact identified in Attachment 3A. The completed report is due the 10<sup>th</sup> day following the end of each quarter (January 10, April 10, July 10, October 10).

**Annual Reports**

NTIA Annual Performance Progress Report – Sub-Recipient shall submit an Annual Performance Progress Report (<http://www2.ntia.doc.gov/reporting>). The completed report is due to the Prime Recipient Administrative Contact identified in Attachment 3A. The completed report is due the 10<sup>th</sup> day following the end of each calendar year (January 10).

**Ad Hoc Reports**

Baseline Report – Sub-Recipient shall submit a project Baseline Report (<http://www2.ntia.doc.gov/reporting>). The completed report is due to the Prime Recipient Administrative Contact identified in Attachment 3A. This one-time report is due November 29, 2010.

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**Attachment 5**  
**Sub-Recipient Agreement**  
**Sub-Recipient Statement of Work**

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- The LLC will enter into an agreement with ISU that provides for the transfer of all assets funded by federal dollars that were created or procured during the execution of Sub-Recipient Agreement NT10BIX5570108-01 upon close-out of that grant. The transfer will be effect on or after the close-out of the Prime Award at a date to be determined by ISU and the LLC.
- The LLC will enter into an agreement with ISU delineating that during the project period (August \_\_1\_\_, 2013 to September 30, 2013) that:
  - ISU shall fulfill all responsibilities outlined in Sub-Recipient Agreement NT10BIX5570108-01; and
  - The LLC shall have no obligations or duties with respect to the construction or operation of the CIRBN Network or any other duties outlined in Sub-Recipient Agreement NT10BIX5570108-01 until assets created or procured have been transferred to the LLC.
- The LLC will enter into an agreement with ISU delineating those services and responsibilities ISU will provide to the LLC after closeout of the Prime Award NT10BIX5570108 and Sub-Recipient Agreement NT10BIX5570108-01.
- A list of assets will be provided (by ISU/LLC) to CMS to be submitted as part of a Award Action Request to be submitted by CMS to NTIA seeking permission for the asset transfer.
- The LLC agrees to comply with all requirements of the Prime Award and other applicable requirements that remain in effect upon completion of the grant, including but not limited to maintaining the Federal security interest in all assets created or procured with federal funds pursuant to Sub-Recipient Agreement NT10BIX5570108-01,

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**Attachment 6**  
**Sub-Recipient Agreement**  
**Prime Recipient Obligations**

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As described in Attachment 5, the Prime Recipient agrees to submit the Award Action Request seeking permission to transfer assets to the CIRBN LLC, upon closeout of the Prime Award NT10BIX5570108 and Sub-Recipient Agreement NT10BIX5570108-01 by and between ISU and CMS.

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**Attachment 7**  
**Sub-Recipient Agreement**  
**Sub-Recipient Budget**

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Not applicable